ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 7, 2024
6:30 PM

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. **Public Hearing on an Ordinance amending the Official Zoning Map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances City of Elgin, Texas, 2013 and making this amendment a part of said Zoning Map to wit: To rezone land from "R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District located on parcels of land known by the Bastrop County Appraisal District as Parcel 11006, located at the corner of East 2nd Street and Taylor Lane (Abstract 20 Christian, Thomas, Acres 0.4500) being described in Exhibit "A", attached hereto and providing for a savings clause and repealing conflicting ordinances and resolutions.**

2. **Public Hearing on An Ordinance Amending The Official Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone Approximately 5.012 Acres Of Land From “R-1” Single Family District To “PDD” Planned Development District, Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel Number 920526 Lying In And Being Situated Out Of The Henry Martin Survey, Abstract 518, In Travis County, Texas, And Being A Portion Of That Certain 105.254 Acre Tract Of Land Conveyed To Elgin Rolling Meadows, LLD Located On The Corner Of County Line Road And Carlson Lane, Said Tract Being More Described In Exhibit “A”; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

3. **Public Hearing On A Resolution Of The City Of Elgin Texas Authorizing The City Manager To Execute A Strategic Partnership Agreement With Triada Municipal Utility District And Making Certain Findings Related Thereto**

VI. PUBLIC COMMENT

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

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

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

VII. PRESENTATION

1. **Appreciation for Poll Workers in the City of Elgin, Texas**

2. **National Historic Preservation Month Proclamation**

VIII. CITY MANAGERS REPORT

1. **FY 23-24 City of Elgin Q2 Investment Report**

2. **Planning & Zoning Commission (PZC) Quarterly Report**

3. **General Activity Report and/or Project Update**

IX. CONSENT AGENDA

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

1. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET HELD ON FRIDAY, JUNE 7TH, 2024, FROM 5:00PM TO 10:00PM IN ELGIN MEMORIAL PARK MAIN PAVILION**

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #4 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MARGO SAWYER FOR PUBLIC ART FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH AGILE INTERIORS RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

5. **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.**

6. **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.**

7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 7 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**

8. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 8 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**

9. **City Council Regular Meeting Minutes-April 2, 2024**

X. NEW BUSINESS

1. **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-2" SINGLE FAMILY AND DUPLEX DWELLING DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 11006, LOCATED AT THE CORNER OF EAST 2ND STREET AND TAYLOR LANE (ABSTRACT 20 CHRISTIAN, THOMAS, ACRES 0.4500) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

2. **AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 5.012 ACRES OF LAND FROM “R-1” SINGLE FAMILY DISTRICT TO “PDD” PLANNED DEVELOPMENT DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 920526 LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 105.254 ACRE TRACT OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC LOCATED ON THE**

CORNER OF COUNTY LINE ROAD AND CARLSON LANE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT AND DEVELOPMENT AGREEMENT WITH QUALICO DEVELOPMENTS (U.S.) INC. AND TRAIDA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WASTEWATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AMENDING THE MASTER AGREEMENT WITH AQUA WATER SUPPLY TO ADD THE TRIADA DEVELOPMENT SUBJECT TO TRANSFER TO THE ELGIN CCN FROM AQUA WATER CCN AND MAKING CERTAIN FINDINGS RELATED THERETO**

7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE DISANNEXATION OF 34.72 ACRES OF LAND, MORE OR LESS, IN SUPPORT OF THE TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

8. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE INCLUSION OF LAND WITHIN TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

9. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BAIRD/WILLIAMS CONSTRUCTION FOR AN AMENDMENT TO THE GUARANTEED MAXIMUM PRICE FOR THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

10. **AN ORDINANCE SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF ELGN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE.**

11. **Boards and Commissions Appointments**

XI. EXECUTIVE SESSION

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

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**

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

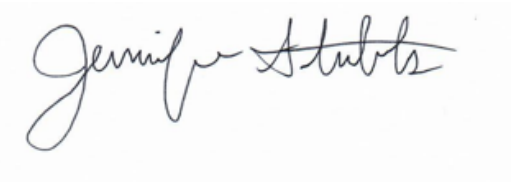
XIV. ADJOURNMENT

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, May 3, 2024, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing on an Ordinance amending the Official Zoning Map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances City of Elgin, Texas, 2013 and making this amendment a part of said Zoning Map to wit: To rezone land from "R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District located on parcels of land known by the Bastrop County Appraisal District as Parcel 11006, located at the corner of East 2nd Street and Taylor Lane (Abstract 20 Christian, Thomas, Acres 0.4500) being described in Exhibit "A", attached hereto and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed ordinance in accordance with State Law.

BACKGROUND:
The Planning and Zoning Commission held the first of two public hearings on the requested zoning change on April 22, 2024. This is the second of the two required public hearings on this item.

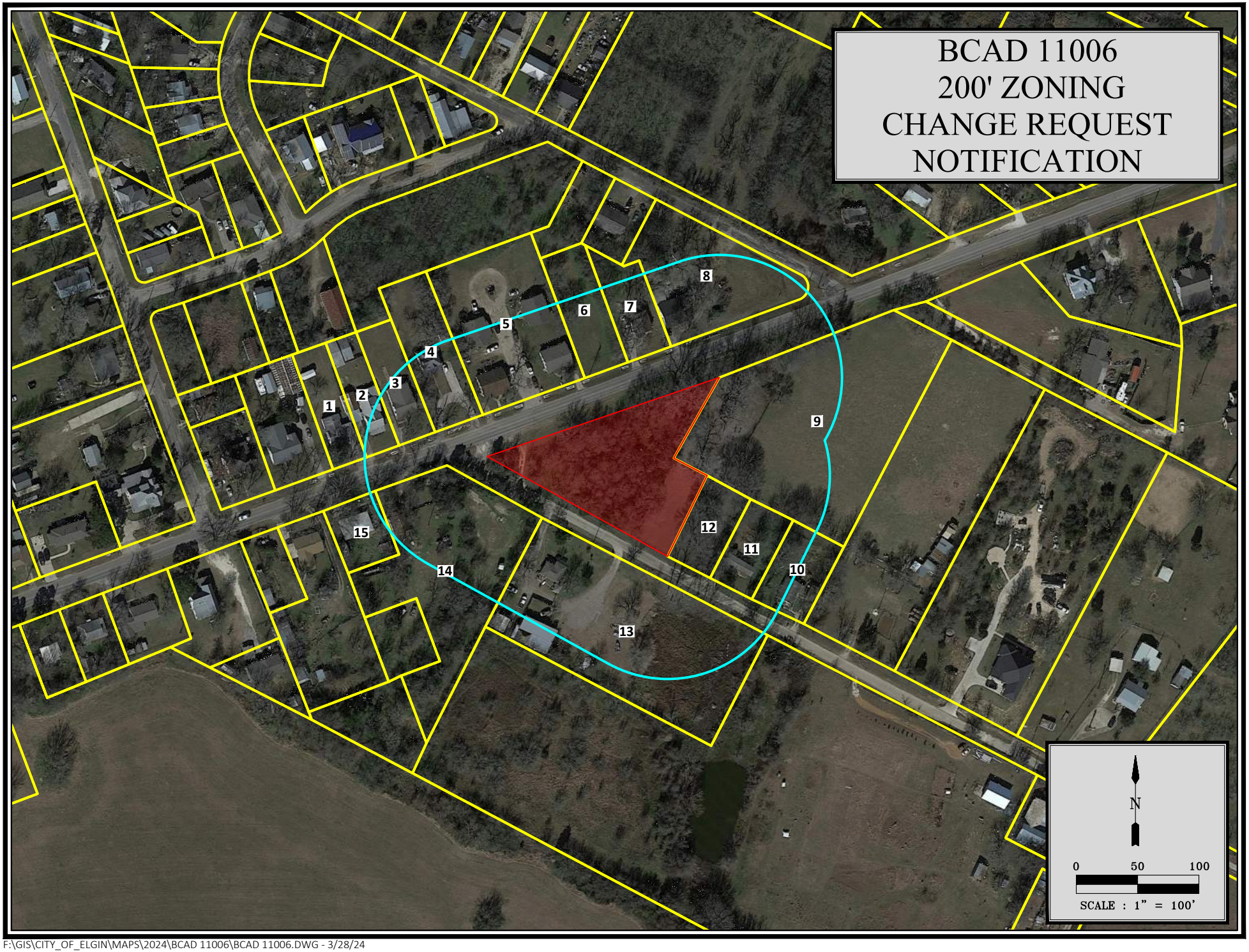
BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Receive public comments.

ATTACHMENTS:
1. Map showing location of Bastrop CAD Parcel #11006

{} 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.



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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing on An Ordinance Amending The Official Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone Approximately 5.012 Acres Of Land From “R-1” Single Family District To “PDD” Planned Development District, Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel Number 920526 Lying In And Being Situated Out Of The Henry Martin Survey, Abstract 518, In Travis County, Texas, And Being A Portion Of That Certain 105.254 Acre Tract Of Land Conveyed To Elgin Rolling Meadows, LLD Located On The Corner Of County Line Road And Carlson Lane, Said Tract Being More Described In Exhibit “A”; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed ordinance in accordance with State Law.

BACKGROUND:
The Planning and Zoning Commission held the first of two public hearings on the requested Planned Development District on March 25, 2024.

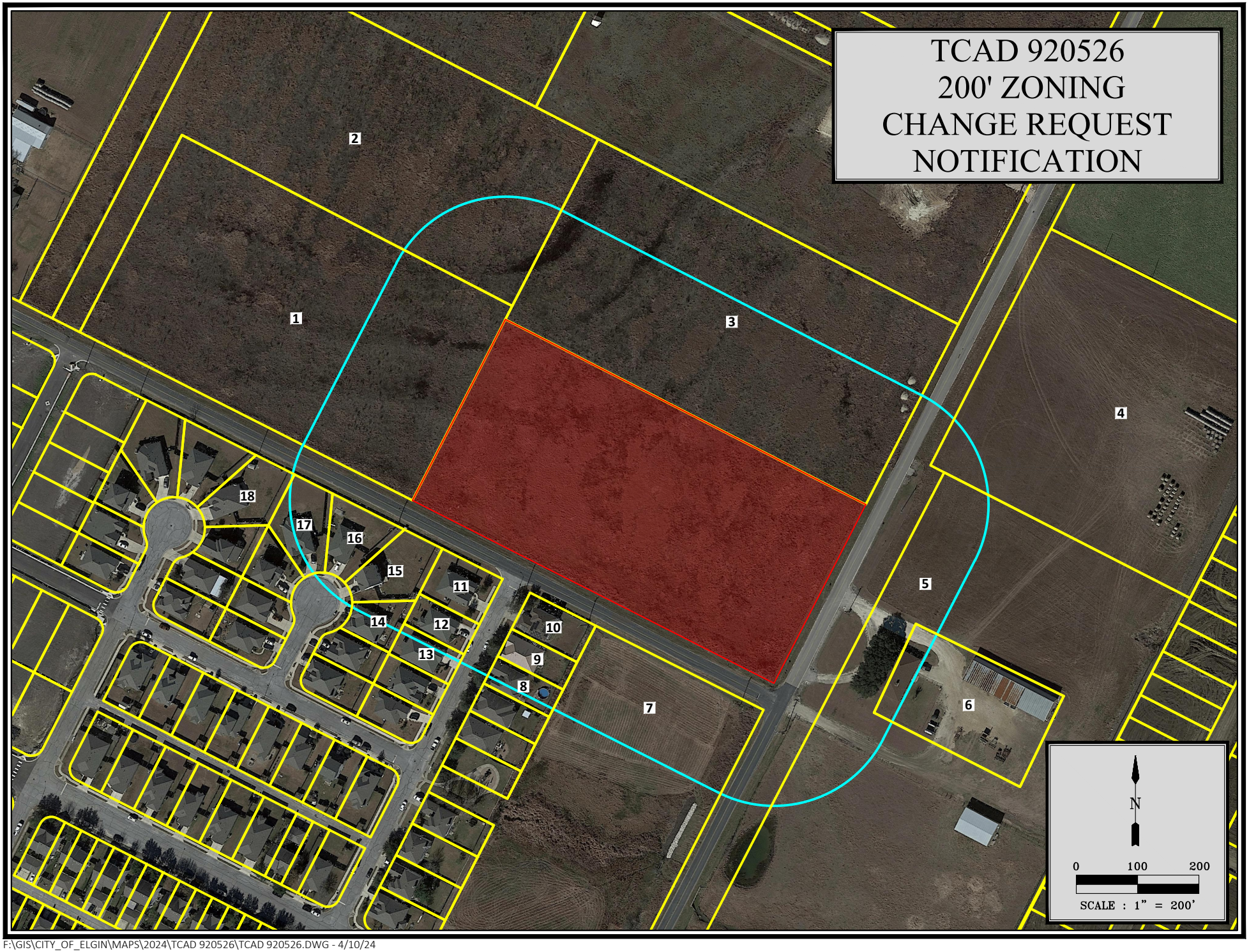
BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
None.

ATTACHMENTS:
1. Map showing location of Travis CAD Parcel #920526

{} 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.



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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing On A Resolution Of The City Of Elgin Texas Authorizing The City Manager To Execute A Strategic Partnership Agreement With Triada Municipal Utility District And Making Certain Findings Related Thereto

DEPARTMENT: Development Services

PROPOSED ACTION: No Council Action Proposed or Requested at This Time; This Item is to Allow for Public Comments on the Requested Proposed Agreement.

BACKGROUND:
State Law Requires a Strategic Partnership Agreement to Have Two (2) Public Hearings. This is the First Public Hearing on This Matter.

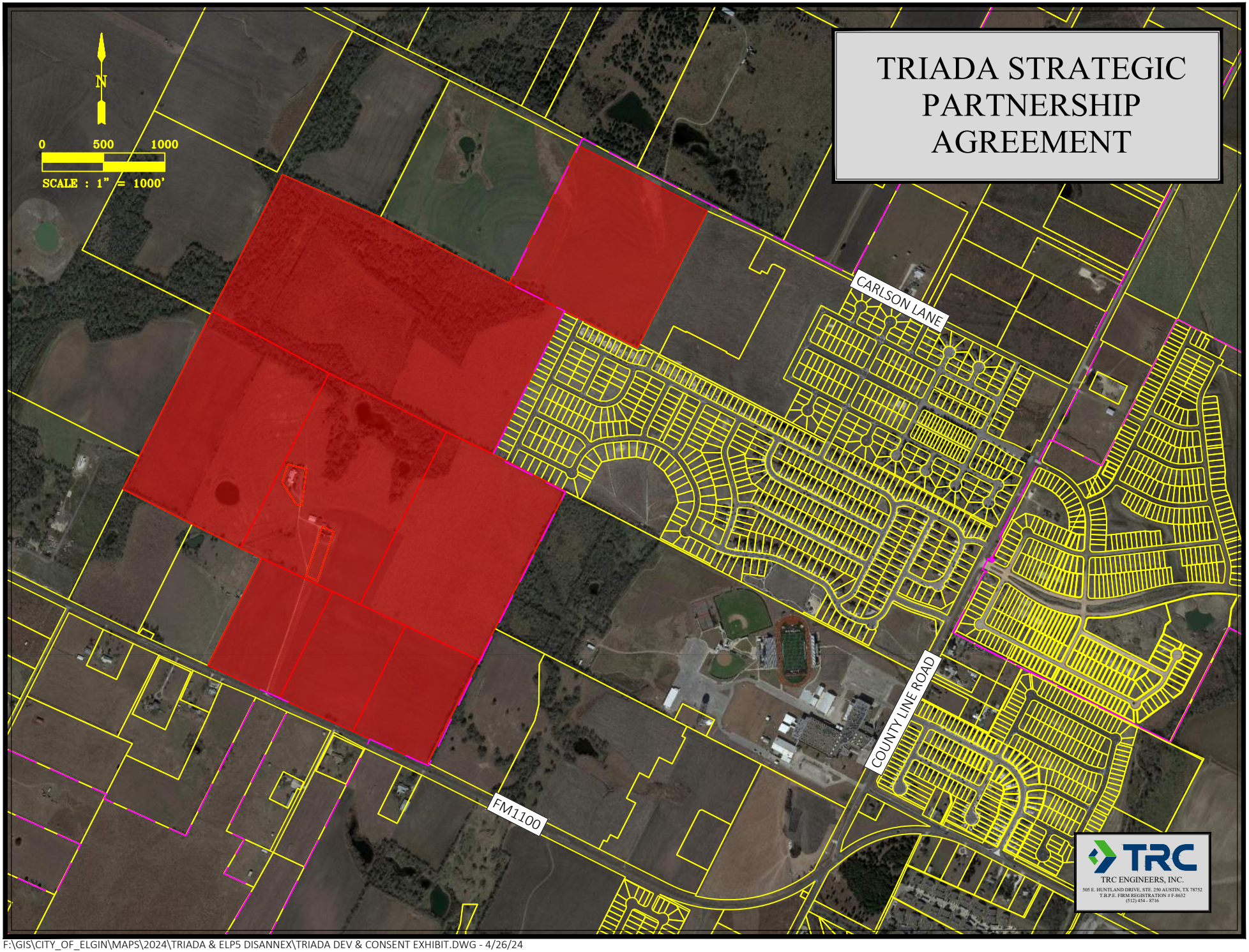
BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
None.

ATTACHMENTS:
1. Map showing location of Triada SPA

{} 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.



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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Appreciation for Poll Workers in the City of Elgin, Texas

DEPARTMENT: Executive

PROPOSED ACTION: This item is to formally recognize the Elgin Election Poll Workers for their efforts, work, and contribution to the City of Elgin during this election season.

BACKGROUND:
Mayor McShan invited the Poll Workers to be formally recognized for their service to the citizenry of Elgin. She wants to thank them along with the Elgin City Council for all that they do to ensure that the voting process is done with the utmost integrity and security.

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: National Historic Preservation Month Proclamation

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

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

RECOMMENDATION:

ATTACHMENTS:
1. Proclamation National Historic Preservation Month 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.

A PROCLAMATION DECLARING MAY AS NATIONAL HISTORIC PRESERVATION MONTH

WHEREAS, historic preservation is an effective tool for communities across the nation, for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, the City of Elgin was established in 1872 on the Houston and Texas Central Railroad as a one square mile area around the H&TC Depot and named for Robert Morriss Elgin, the railroad's land commissioner; and

WHEREAS, Elgin celebrated its Sesquicentennial in 2022 with a year long series of celebrations and projects including the creation of Time Capsule Plaza at the library, and

WHEREAS, it is important to celebrate the contributions made by dedicated individuals and groups in helping to preserve the tangible aspects of the heritage that has shaped us as a people including locally the Elgin Main Street Board, Elgin Historical Association, the Elgin MLK Scholarship Committee, the MCB Mary Christian Burleson Foundation, the Juneteenth Festival Organization, Elgin Oral Histories, and the Bastrop County Historical Commission; and

WHEREAS, the Mary Christian Burleson Foundation has completed phase 1 of the exterior renovation of Mary's 1870 house ensuring it is protected for generations to come and enabling the Foundation to tell the story of this land and all its people through the prism of Mary Christian Burleson's life,

WHEREAS, downtown Elgin has a historic district with 14 city blocks of commercial buildings constructed from locally produced brick and erected from 1872 to 1947 which is listed on the National Register of Historic Places; and

WHEREAS, Elgin is a Nationally Accredited Main Street Community, where the Main Street Board partners with organizations throughout the community to implement an award-winning downtown revitalization program including the Hogeye Festival, more than $38.5 million in public & private sector reinvestment, over 100 locally owned businesses and organizations, 50 apartments downtown, active renovation and new construction projects, and more than 30,000 volunteer hours; and

WHEREAS, People Saving Places is the theme for 2024 recognizing the historic place-savers who pour their time, energy, and resources into protecting places they care about, often without recognition in hopes that it will inspire and empower others to do the same.

NOW, THEREFORE, I, Mayor of the City of Elgin, do proclaim May 2024 as Historic Preservation Awareness Month, and call upon the people of Elgin to join their fellow citizens across the United States in recognizing and participating in this special observance.

_____

Theresa Y. McShan, Mayor
City of Elgin, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: FY 23-24 City of Elgin Q2 Investment Report

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept Report.

BACKGROUND:
Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following: 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value. 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested. 3.) The maturity date of each investment. Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

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

RECOMMENDATION:
Review and Accept Report.

ATTACHMENTS:
1. 2ND QTR FY23-24 Investment Report

{} 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.

2nd Quarter Investment Report- Fiscal Year 2023-2024

OPERATING ACCOUNTS

Financial Institution	Fund	Account Name	Beginning 1/1/2024	Deposits/(Withdrawals) January	February	March	Total Deposits / (Withdrawals)	Interest January	February	March	Total Interest	Ending 3/31/2024	Int. Rate
First National Bank	999	Main Checking	712,692.32	588,496.07	(468,308.72)	(486,219.64)	(366,032.29)	7,883.90	7,258.07	5,088.81	20,230.78	366,890.81	5.24%
	110	Police Seizure Chapter 59	24,789.50	-	-	-	-	110.76	103.57	111.25	325.58	25,115.08	
	430	Money Market TIRZ 1	731,615.55	(101,984.38)	-	-	(101,984.38)	3,254.12	2,632.46	2,827.61	8,714.19	638,345.36	
	110	Money Market General Operations	195.65	-	-	-	-	0.93	0.81	0.83	2.57	198.22	
		Sub-total	1,469,293.02				(468,016.67)				29,273.12	1,030,549.47	
		TOTAL - DEPOSITS	**1,469,293.02**				**(468,016.67)**				**29,273.12**	**1,030,549.47**	

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Fund	Account Name	Beginning 1/1/2024	January	February	March	Total of Deposits / (Withdrawals)	January	February	March	Interest	Ending 3/31/2024	WAM*
Logic	150	CO Series 2015- Proceeds	1.67	-	-	-	-	-	-	-	-	1.67	5.47%
	250	CO Series 2016 - Proceeds	2,943,028.40	-	-	-	-	13,770.91	12,876.73	13,804.76	40,452.40	2,983,480.80	
	210	CO Series 2019A - Proceeds	320,532.38	-	-	-	-	1,499.83	1,402.43	1,503.51	4,405.77	324,938.15	
	430	CO Series 2019B(TIRZ) Proceeds	157.73	-	-	-	-	0.67	0.63	0.68	1.98	159.71	
	110	General Fund Reserves	11,248,949.77	-	-	-	-	52,635.64	49,217.92	52,765.06	154,618.62	11,403,568.39	
	110	Unencumbered Reserves	268,037.01	-	-	-	-	1,254.17	1,172.75	1,257.25	3,684.17	271,721.18	
	210	CO Series 2021 - Proceeds	6,570,740.66	-	-	-	-	30,745.56	28,749.18	30,821.15	90,315.89	6,661,056.55	
	110	CLFRF Proceeds	1,369,532.26	-	-	-	-	6,408.25	5,992.15	6,424.04	18,824.44	1,388,356.70	
	150	CO Series 2021A	3,064,156.23	-	-	-	-	14,337.67	13,406.72	14,372.93	42,117.32	3,106,273.55	
		Sub-total	25,785,136.11				-				354,420.59	26,139,556.70	
		TOTAL - INVESTMENTS	**25,785,136.11**				**-**				**354,420.59**	**26,139,556.70**	
		TOTAL - DEPOSITS AND INVESTMENTS	**27,254,429.13**				**(468,016.67)**				**383,693.71**	**27,170,106.17**	

* Weighted Average to Maturity (WAM)

Belen Peña

Finance Director

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Planning & Zoning Commission (PZC) Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No action is required on this item.

BACKGROUND:
This report is for the period of February 2024 to April 2024.

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

RECOMMENDATION:
N/A

ATTACHMENTS:
1. PZC Quarterly Report Feb-April 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.

Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: **April 26, 2024**

SUMMARY OF ACTIVITES FROM FEBRUARY 2024 – APRIL 2024 MEETINGS

February 2024

A. Election of Chair and Vice-Chair – The PZC voted to keep Antonio Prete as the Chair and Ronnie Creppon as the Vice-Chair until September 30th at which time new members could potentially be appointed to the board.
B. Re-plat of E. Alamo St. Estates Subdivision (Project #202300067) – Consisted of four lots on .895 acres of land zoned R-2 and located on the southeast corner of East Alamo Street and Old McDade Road in Bastrop County and situated inside Elgin city limits– PZC approved.
C. Trinity Ranch Phase 2, Section 3 (Project #202300240) – Consisted of 179 residential lots on 25.131 acers of land located adjacent to and south of town in Bastrop County and situated in the ETJ– PZC approved.
D. Final Plat of PrimaVesta Subdivision Phase 1A (Project #202300261) – Consisted of 115 residential lots on 30.71 acres of land located on the north side of FM 1100 across from the Shenandoah Subdivision in Bastrop County and situated inside Elgin city limits – PZC approved.
E. Review, discuss and provide input regarding Amendment #1 to Northside Meadows Development and Consent Agreement – The amendment consisted of adding ten acres to the existing agreement. Those ten acres are located to the west of Northside Meadows and bounded by Klaus Lane in Travis County. The ten acres would be annexed into Elgin city limits. No PZC action.

March 2024

A. Briarwood Phase 2 Final Plat (Project #202400012) – Consisted of 221 residential lots on 62.780 acres of land located west of County Line Road and behind Neidig Elementary School in Travis County and situated inside Elgin city limits– PZC approved.
B. Review, discuss and provide input on a proposed Planned Development District for Rhode Tract – Review proposed PDD for development on sixty (60) acres located south of US 290 and west of the Elgin Business Park II in Bastrop County and situated inside Elgin city limits. No PZC action.
C. Review, discuss and provide input on a proposed Planned Development District for Rolling Meadows Commercial TCAD parcel #920526 – Review proposed PDD for commercial development on 5.012 acres of land located on the northwest corner of County Line Road and Carlson Lane in Travis County and situated inside Elgin city limits. No PZC action.

April 2024

A. Bastrop County Parcel #11006 (Project #202400025) – A zoning change request from "R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District for a parcel on the southeast corner of E 2nd Street and Taylor Lane - PZC recommended denial.
B. Creeks Crossing Section 2 & 3 (Project #202400026) Consisted of 150 residential lots on 28.415 acres of land located on the north side of US 290 and west of the Westwind Subdivision in Travis County and situated inside Elgin city limits – PZC approved.

PROPOSED ACTIVITES FROM FEBRUARY 2024 – APRIL 2024 MEETINGS

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

RECOMMENDED COUNCIL ACTION: None.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: 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: CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET HELD ON FRIDAY, JUNE 7TH, 2024, FROM 5:00PM TO 10:00PM IN ELGIN MEMORIAL PARK MAIN PAVILION

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Request.

BACKGROUND:
Luna Market is hosted by She Creates as a showcase for local women artists & makers, with food, and entertainment. Beer and wine sales will be conducted by The Owl, Wine Bar and Home Goods Store. The market is free to the public.

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

RECOMMENDATION:
Approve the request as presented.

ATTACHMENTS:
1. Summer Luna Market 2024 Open Container Waiver_040324

{} 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.

Wednesday, April 3, 2024

Dear Mayor McShan and City Council,

We are requesting a waiver to allow for open containers at Luna Market on Friday, June 7th from 6-9 pm. The event will be held in the Main Pavilion at Elgin Memorial Park at 1127 North Main Street. We are asking for the waiver to apply to the hours of 5-10 pm. Both Emma Clark and I will be on-site for the entire event.

Luna Market is hosted by She Creates as a showcase for local women artists & makers, local food, and entertainment, and of course a little bit of theater and whimsy.

She Creates hosts two Luna Markets a year on the first Friday of December and June. We also host creative workshops, quarterly community meetups, and free public events for people of all ages to participate.

Thank you,

Stacey Van Landingham
Emma Clark
Co-founders, She Creates
www.shecreatescommunity.org

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #4 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider and approve the resolution.

BACKGROUND:
This action is to approve landscaping materials in the amount of $9,962.20 which will include procurement and installation of trees and various native plants. Also included is the masonry work for the Margo Sawyer Synchronicity Wall installation of Elgin Butler tile wall on the stage / outdoor classroom in the amount of $7,286.40.

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

RECOMMENDATION:
Approval of resolution as presented.

ATTACHMENTS:
1. ResVeteransExpCO4
2. Change Order #4

{} 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 EXECUTE CHANGE ORDER #4 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

WHEREAS, the City Council approved a new playground, outdoor classroom, stage, seating, and nature play area for Veterans Memorial Park Expansion and;

WHEREAS, the Parks & Recreation Advisory Board and Historic Review Board reviewed and approved the park expansion and;

WHEREAS, the staff worked with Studio 1619 to find a qualified contractor and;

WHEREAS, staff recommends approving changer Order #4 with the details specified in the attached documents.

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 Change Order #4 in the amount of the proposal attached.

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 7th day of May 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

April 18, 2024

City of Elgin
Ms. Amy Miller
PO Box 591
Elgin, TX 78621

Re: Change Order Request #4

Project Name: Veterans Memorial Park
Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

This letter is to serve as backup documentation regarding the current construction Change Order #4, which consists of Change Proposals #13 and #14 as issued by G. Hyatt Construction, Inc. on April 15th, 2024 and April 17th, 2024, respectively on the Veterans Memorial Park project.

The Change Order presented was initiated to address changes in the General Contractor's scope of work due to owner requests. This change has impacted the project schedule and budget, and G. Hyatt has taken the necessary steps to ensure that the project proceeds smoothly after approval.

Change Order Request #4:

G. Hyatt Construction, Inc – Change Proposal #13

- **Landscape Materials**
  - Cost – **$9,692.20** (Material Procurement and Install)
  - During the Value Engineering process during contract negotiations with the General Contractor in August 2023, all landscape materials were requested to be removed from the contract by the City of Elgin.
  - Based on current conversations with the City and General Contractor, the City requested some modifications to the landscape plans and those changes have been reflected in the Delta 5 plan set.

G. Hyatt Construction, Inc – Change Proposal #14

- **Art Wall Installation**
  - Cost – **$7,286.40** (Installation Only)
  - During the Value Engineering process during contract negotiations with the General Contractor in August 2023, the brick stage wall as initially proposed was requested to be removed from the contract scope by the City of Elgin.
  - This structural brick wall was to house all electrical equipment on the rear for WiFi, Irrigation, and Electrical connections and removal of the wall required the installation of a dedicated service rack. After discussions with the City and General Contractor on the alternative, the City decided the service rack was not the preferred aesthetic decision and the wall was requested to be added back into the project scope per previously approved Change Proposal #8.

- The original wall design was to use standard Acme bricks to match the Police Station design, however conversations were held with local masonry provider Butler Brick to provide materials for the wall.
- Butler Brick agreed to provide glazed bricks for the project at no cost to the General Contractor. The City then began conversations with local artist Margo Sawyer on a design for the wall using the provided glazed bricks.
- The design provided by Ms. Sawyer is more intricate in design than a standard brick wall installation and the Change Proposal #14 reflects the additional labor to install the design per the artist's drawings.

Budget Summary:

On August 15th, 2023, the city council approved **$1,854,611** in total funding for the project with the total over all project cost of $**1,877,710** with an identified project deficit of $23,099 that would be absorbed by current funding within the City Budget as explained during the council meeting.

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, final owner purchased/ owner suppled items and previously approved contractor change orders result in a revised project cost of $**1,961,716** which is an overall increase of the project budget by $107,105.

Next Steps:

Our recommendation would be to move forward with G. Hyatt's proposals as attached and construction methodology mentioned within. We believe this design and plan set for both elements demonstrates an appropriate installation method to address all concerns regarding compaction, functionality, maintenance, and provides a quality installation. The City to move forward with items identified here-in for a total cost of approximately **$16,978.60**

Please feel free to contact me should you have any questions, comments, or require any additional information. You may reach me via e-mail at brent@studio1619.com or by phone at (512) 534.8680.

Respectfully submitted,

studio 16:19, LLC

managing principal + founder

REGISTERED LANDSCAPE ARCHITECT
BRENT A. BAKER
2098
STATE OF TEXAS

cc : Client
Elizabeth Marzec, Program Manager – Parks and Recreation Department
Beau Perry, PE, City Engineer

Attachments (5):

- 1 - G. Hyatt Construction, Inc – Change Proposal 13
- 2 - G. Hyatt Construction, Inc – Change Proposal 14
- 3 - Wall Design from Artist
- 4 - Revised Delta 5 Landscape Plan Set

G. Hyatt Construction, Inc.

2006 Bagdad Road, Suite # 170
Leander, TX 78641

Monday, April 15, 2024

Beau Perry
City of Elgin
310 N Main Street
Elgin, TX 78621

RE: Change Proposal 13

Mr. Perry:

Per the Contract, Article 10, our lump sum price to provide and install the 602 additional 1 gallon shrubs shown on the Delta 5 drawing issued April 8, 2024 is $9,692.20

Our schedule analysis has determined that the resulting change activity sequence will add zero (0) calendar days to the project at this time. This cost, if applicable, is included in the above price.

Your approval is requested by April 22, 2024 to maintain the above price and schedule; any approval after this date may increase the time and cost associated with this change, which additional cost and time may be added to our proposal.

Our proposal only covers the work specifically noted in the attached proposal described herein. We call your attention to any exclusions and qualifications attached and reserve the right to provide further proposals for any costs which may be unforeseen or not quoted at this time.

Thank you,

Justin Hyatt

Justin Hyatt,
G. Hyatt Construction, Inc.

Phone: 512.650.5637 / Fax: 866-767-4055 / Email: ghyattconstruction@gmail.com

G. HYATT CONSTRUCTION, INC.
PROPOSAL

PROJECT: Elgin Veterans Memorial Park
PROPOSAL #: 13
DATE: 4/15/2024

DESCRIPTION: Provide & install additional shrubs shown in Delta 5 drawing issued 4.8.24

MATERIALS							**SUBTOTALS**	
1	TOTAL DIRECT COST				$	-		
2	SALES TAX				$	-		
							$	-
LABOR								
4	ADDITIONAL SUPERV.	-	x	$ -				
5	ADDITIONAL LABOR	0	MH x	$ -	$	-		
6	LABOR BURDEN (20%)				$	-		
							$	-
EQUIPMENT								
8	EQUIPMENT RENTAL				$	-		
							$	-
SUBCONTRACTORS								
10	SUBCONTRACTORS				$	8,428.00		
							$	8,428.00

SUBTOTAL OF PROPOSAL	$	8,428.00
MARK UP, BONDS, INSURANCE	$	1,264.20
TOTAL OF PROPOSAL	**$**	**9,692.20**

G. Hyatt hereby agrees to perform the work outlined in this proposal per the amount specified and in accordance with the contract documents after the work is in an approved change order.

TIME EXTENSION REQUEST: 0

2006 Bagdad Road, Suite # 170
Leander, TX 78641
Phone: (512) 650-5637 Fax: 866-767-4055 Email: ghyattconstruction@gmail.com

Description	Quantity	Unit	Unit Price	Extended
1 gallon shrubs shown in Delta 5 drawing dated 4.8.24	602	EA	$ 14.00	$ 8,428.00
				$ 8,428.00

G. Hyatt Construction, Inc.

2006 Bagdad Road, Suite # 170
Leander, TX 78641

Wednesday, April 17, 2024

Beau Perry
City of Elgin
310 N Main Street
Elgin, TX 78621

RE: Change Proposal 14

Mr. Perry:

Per the Contract, Article 10, our lump sum price to install the glazed brick, artistic wall at the stage is $7,286.40

We cannot advise as to the additional time, if any, required to perform this work. We cannot do so until we are advised the delivery date of the bricks. We will require 2 weeks to perform the work after the bricks are delivered. This price is based on the assumption that a representative of the artist will be on site while the work is going on or a drawing of sufficient detail will be provided prior to start of work.

Your approval is requested by April 27, 2024 to maintain the above price and schedule; any approval after this date may increase the time and cost associated with this change, which additional cost and time may be added to our proposal.

Our proposal only covers the work specifically noted in the attached proposal described herein. We call your attention to any exclusions and qualifications attached and reserve the right to provide further proposals for any costs which may be unforeseen or not quoted at this time.

Thank you,

Justin Hyatt

Justin Hyatt,
G. Hyatt Construction, Inc.

Phone: 512.650.5637 / Fax: 866-767-4055 / Email: ghyattconstruction@gmail.com

G. HYATT CONSTRUCTION, INC.
PROPOSAL

PROJECT: Elgin Veterans Memorial Park
PROPOSAL #: 14
DATE: 4/17/2024

DESCRIPTION: Install Elgin Butler Glazed Block at stage wall in lieu of brick

MATERIALS							**SUBTOTALS**	
1	TOTAL DIRECT COST				$	-		
2	SALES TAX				$	-		
							$	-
LABOR								
4	ADDITIONAL SUPERV.	-	x	$ -				
5	ADDITIONAL LABOR	0	MH x	$ -				
6	LABOR BURDEN (10%)				$	-		
							$	-
EQUIPMENT								
8	EQUIPMENT RENTAL				$	-		
							$	-
SUBCONTRACTORS								
10	SUBCONTRACTORS				$	6,336.00		
							$	6,336.00

SUBTOTAL OF PROPOSAL	$	6,336.00
MARK UP, BONDS, INSURANCE	$	950.40
TOTAL OF PROPOSAL	**$**	**7,286.40**

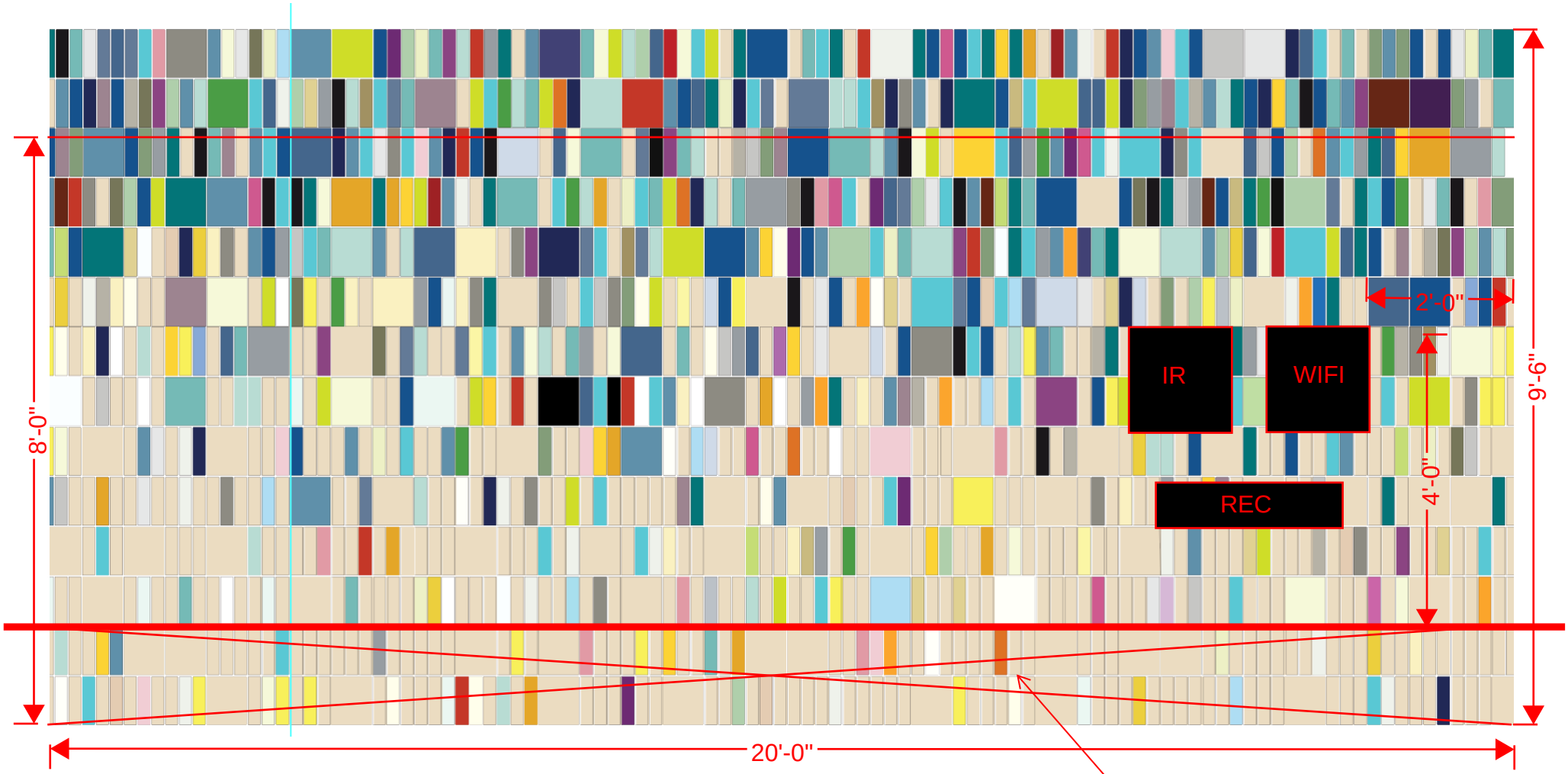
G. Hyatt hereby agrees to perform the work outlined in this proposal per the amount specified and in accordance with the contract documents after the work is in an approved change order.

TIME EXTENSION REQUEST: TBD - depenign on delivery date

2006 Bagdad Road, Suite # 170
Leander, TX 78641
Phone: (512) 650-5637 Fax: 866-767-4055 Email: ghyattconstruction@gmail.com

Description	Quantity	Unit	Unit Price	Extended
Credit for brick installation approved in previous CO	-396	SF	$ 20.00	$ (7,920.00)
Install owner furnished glazed brick in pattern	396	SF	$ 36.00	$ 14,256.00
				$ 6,336.00

Art Wall Copyright Margo Sawyer 3/27/2024 City of Elgin Veterans Memorial Park Expansion 200 Block Depot Street



wall design per Margo is roughly 2 courses higher than proposed CMU wall. artist to confirm modifications to design. suggest removing lower 2 courses

LANDSCAPE NOTES:

1. COMPLETE ALL LANDSCAPE PLANTING AND RELATED EARTHWORK INCLUDING ALL PRODUCTS, EQUIPMENT AND LABOR, FOR THE LANDSCAPE AREAS SHOWN ON THE DRAWING AND DESCRIBED IN THE SPECIFICATIONS.

2. ALL QUESTIONS SHOULD BE REFERRED TO THE PROJECT LANDSCAPE ARCHITECT.

3. INFORMATION PROVIDED ON THIS PLAN IS GENERAL IN NATURE. DIMENSIONS, LOCATIONS, AND AREAS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO BIDDING & INSTALLATION.

4. QUANTITIES SHOWN FOR PLANT MATERIALS ARE APPROXIMATE. ACTUAL INSTALLED QUANTITIES OF PLANT MATERIALS MAY VARY FROM THE PLAN AND SHOULD BE FIELD DETERMINED ACCORDING TO THE GIVEN SPACING AND FIELD CONDITIONS. DISCREPANCIES BETWEEN FIELD CONDITIONS AND THE PLAN WHICH LIMIT THE CONTRACTOR SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

5. BY BIDDING, THE CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS SATISFIED HIMSELF/HERSELF AS TO THE NATURE AND LOCATION OF THE WORK AND TO THE QUALITY OF SURFACE AND SUBSURFACE MATERIALS OR OBSTACLES INSOFAR AS THIS DATA IS REASONABLY ASCERTAINABLE FROM AN INSPECTION OF THE SITE. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF/ HERSELF WITH THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM/HER FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK AS DESCRIBED.

6. INSTALLATION OF ALL LANDSCAPING MUST BE COORDINATED WITH THE INSTALLATION OF RELATED IRRIGATION, SITE WORK, AND GRADING.

7. UNLESS SPECIFICALLY NOTED, INSTALL ALL MASSED PLANTING UTILIZING EQUILATERAL TRIANGULAR SPACING.

8. EVENLY APPLY 3" OF MULCH TO ALL CONTINUOUS PLANTING BEDS. MULCH TO BE TRANSPORTED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR TO ENSURE ALL SUBSURFACE IRRIGATION IS COMPLETELY COVERED BY MULCH.

9. SUBSTITUTIONS OF PLANT SPECIES, SIZES, OR OTHER SPECIFIED MATERIALS WILL NOT BE ALLOWED WITHOUT PRIOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT.

10. PLANT MATERIAL AND LAYOUT MUST BE APPROVED BY THE PROJECT LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

11. ALL IDENTIFICATION TAGS PROVIDED BY GROWERS AND PLACED ON TREES AND SHRUBS ARE TO REMAIN ON THE PLANTS THROUGH THE PUNCH-LIST INSPECTION. TAGS ARE TO BE REMOVED PRIOR TO FINAL ACCEPTANCE, OR UPON REQUEST OF THE PROJECT LANDSCAPE ARCHITECT.

12. SEED MIX/SOLID SOD WILL BE APPLIED TO ALL CONSTRUCTION-DAMAGED GROUND SURFACES NOT OTHERWISE PLANTED. CONTRACTOR SHALL REVIEW RELATED CONSTRUCTION DRAWINGS FOR LIMITS OF CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR COORDINATING WITH OTHER SITE CONTRACTORS TO DETERMINE ACTUAL AREAS OF SEEDING REQUIRED, INCLUDING AREAS DISTURBED BY UTILITY EXTENSIONS.

13. THE LANDSCAPE CONTRACTOR SHALL EXCAVATE FULLY PREPARED PLANT BEDS AS REQUIRED TO ACCOMMODATE A FULL 8" OF PREPARED SOIL AND 3" MULCH LAYER. CLEAN, NATIVE TOPSOIL REMOVED FROM THESE BEDS MAY BE SPREAD ON NEARBY AREAS TO BE SODDED OR SEEDED. STONES LARGER THAN 1" DIAMETER SHALL BE REMOVED AND DISPOSED OF OFF SITE. FOLLOWING EXCAVATION, PLACE PREPARED SOIL IN THESE PLANT BEDS. PREPARED SOIL SHALL CONSIST OF 5" IMPORTED "CHOCOLATE" LOAM TOPSOIL AND 3" ORGANIC COMPOST SOIL CONDITIONER (SUCH AS "LIVING EARTH TECHNOLOGIES", "BACK-TO-EARTH" OR OTHER APPROVED MANUFACTURER), THOROUGHLY BLENDED TOGETHER TO 20% MINIMUM ORGANIC CONTENT. THIS MIX SHALL ALSO BE USED TO BACKFILL PLANTING PITS OF ALL TREES. **CONTRACTOR SHALL SUBMIT PLANTING SOIL MATERIAL TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE**.

14. ALL PLANTING BEDS INDICATED WILL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION. IRRIGATION CONTRACTOR IS TO BE A STATE OF TEXAS LICENSED IRRIGATOR, AND SHALL FOLLOW ALL TCEQ CODES AND REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS AND SPECIFICATIONS FOR IRRIGATION SYSTEM INCLUDING PIPE SIZES AND LOCATIONS.

15. ALL SEEDING AREAS DISTURBED BY CONSTRUCTION SHALL BE TEMPORARILY IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES. THE IRRIGATION SHALL OCCUR AT TEN-DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL OCCURENCES OF 1/2 INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR ONE WEEK. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

16. REGULAR MAINTENANCE IS REQUIRED OF ALL LANDSCAPE AREAS AND PLANT MATERIALS IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PEST WEEDS, AND LITTER. THIS MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING OR OTHER NEEDED MAINTENANCE, IN ACCORDANCE WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE PROJECT LANDSCAPE ARCHITECT.

17. THE OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF THE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPERARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTING BEDS SHALL BE PROVIDED WITH A READILY AVAILABLE WATER SUPPLY AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THE ORDINANCE.

18. NO TOPSOIL SHALL BE PLACED UNTIL SUBGRADE IS APPROVED BY LANDSCAPE ARCHITECT. CONTRACTOR TO FURNISH AND SPREAD TOPSOIL ON LAWN AREAS TO A DEPTH OF FOUR INCHES. WORK TOPSOIL TO A SMOOTH UNIFORM SURFACE AND COMPACT FIRMLY. FEATHER TOPSOIL INTO UNDISTURBED AREAS CREATING A SMOOTH, EVEN TRANSITION. SPREAD ADDITIONAL TOPSOIL IN UNDISTURBED AREAS TO ELIMINATE WATER PONDING. STONES LARGER THAN 1" DIAMETER SHALL BE REMOVED FROM TURF AREAS AND DISPOSED OF OFF SITE.

19. NO CUTTING, FILLING, TRENCHING, ROOT DISTURBANCE, SOIL DISTURBANCE, OR CONSTRUCTION IMPACTS SHALL OCCUR TO THE TRUNK WITHIN THE CRITICAL ROOT ZONE UNLESS DONE BY HAND.

20. FROM APRIL 1 TO SEPTEMBER 30, ONLY CONTAINER GROWN TREES MAY BE PLANTED. FROM OCTOBER 1 TO MARCH 31, EITHER CONTAINER GROWN OR BALL AND BURLAPPED TREES MAY BE PLANTED.

LANDSCAPE MAINTENANCE NOTES:

PROPERTY LANDSCAPING SHALL BE MAINTAINED AT ALL TIMES. THE QUALITY OF THE LANDSCAPE MAINTENANCE SHALL MEET STANDARDS OF PERFORMANCE PROVIDED BY LANDSCAPE COMPANIES IN THE REGION. LANDSCAPE AREAS WILL AT ALL TIMES HAVE A NEAT, CLEAN, HEALTHY, MANICURED APPEARANCE.

1. TURF AREAS
   - A. MOWING & EDGING OF ALL TURF AREAS SHALL BE PERFORMED AT LEAST ONCE PER WEEK.
   - B. PERENNIAL GRASS OVERSEEDING SHALL BE SEPARATE & MUST BE APPROVED BY THE OWNER PRIOR TO START. OVERSEEDING SHALL BE SPREAD AT A RATE TO INSURE A LUSH, THICK CONSISTENT WINTER TURF. TRIMMING & EDGING OF TURF AREAS TO BE PERFORMED EACH VISIT.
   - C. ALL TURF AREAS ARE TO BE FERTILIZED A MINIMUM OF FOUR TIMES PER YEAR W/ A HIGH QUALITY, SLOW RELEASE FERTILIZER FROM A REPUTABLE MANUFACTURER.
   - D. RAKING TO BE PERFORMED AS NEEDED TO MAINTAIN APPEARANCE. DE-THATCH & AERATE TURF ONCE DURING THE YEAR IN CONJUNCTION W/ RYE OVERSEEDING. IF OWNER OPTS TO NOT PERFORM OVERSEED, DE-THATCHING & AERATING TO BE PERFORMED IN EARLY SPRING.
   - E. BAG ALL AREAS WITHIN 45 FEET OF BUILDINGS, DRIVEWAYS, & SIDEWALKS.

2. SHRUBS, GROUND COVER, BEDS & ANNUALS
   - A. TO BE MAINTAINED WEED FREE.
   - B. TO BE FERTILIZED FOUR TIMES PER YEAR W/ A BALANCED HIGH QUALITY, SLOW RELEASE FERTILIZER, APPROPRIATE TO THE SHRUBS ON THE PROJECT.
   - C. SHRUBBERY TO BE HAND TRIMMED AS SPECIFIED TO MAINTAIN A MANICURED APPEARANCE OR AS OTHERWISE REQUESTED BY OWNER. USE ONLY SKILLED PERSONNEL W/ SIGNIFICANT EXPERIENCE IN CLASS A PROPERTIES. NO SHEARING, ALL TO BE DONE W/ SELECTIVE HAND PRUNING TO KEEP PLANT WITHIN BOUNDS BUT TO MAINTAIN A NATURAL SHAPE & APPEARANCE.
   - D. TO BE INSPECTED WEEKLY BY QUALIFIED SUPERVISOR, FOLLOWED BY A WRITTEN REPORT OF PROBLEMS DISCOVERED & ACTIONS TO BE TAKEN.
   - E. ANNUALS TO BE CHANGED OUT FOUR (4) TIMES PER YEAR USING FOUR (4) INCH POTS & FERTILIZED AT EACH CHANGE. MONITOR & APPLY FUNGICIDES & INSECTICIDES TO ENSURE MAXIMUM VIGOR.
   - F. APPLY SHREDDED HARDWOOD MULCH TO A DEPTH OF THREE INCHES, A MINIMUM OF THREE TIMES ANNUALLY. IF MULCH DEPTH ACCUMULATION BECOMES SO EXCESSIVE AS TO BE DETRIMENTAL TO PLANT HEALTH, RAKE OUT & DISPOSE OF EXCESS QUANTITIES OF THE OLDEST MATERIAL, OFF-SITE.
   - G. ALL TRAFFIC & DIRECTIONAL SIGNAGE TO BE KEPT FREE & CLEAR FROM ALL BUSHES/SHRUBS, ETC.
   - H. A THREE-FOOT PERIMETER AROUND ALL FIRE HYDRANTS SHALL BE MAINTAINED

3. LANDSCAPE TREES (4" CALIPER OR LESS)
   - A. TO BE LIGHTLY PRUNED AS NECESSARY (AT LEAST ONCE A MONTH DURING GROWING SEASON).
   - B. TO BE PRUNED & SHAPED ONCE DURING WINTER MONTHS. PRUNE TO CLASS I STANDARDS. NOTIFY MANAGEMENT PRIOR TO & IMMEDIATELY FOLLOWING PRUNING ACTIVITY. PRUNING TO BE DONE BY QUALIFIED TREE CARE FIRM, SUBJECT TO MANAGEMENT APPROVAL.
   - C. DEEP ROOT FERTILIZE ALL LANDSCAPE TREES ONE TIME PER YEAR. SUBMIT INFORMATION ON MATERIALS, APPLICATION METHODS & APPLICATOR QUALIFICATION ONE WEEK PRIOR TO PERFORMING WORK TO OWNER'S REPRESENTATIVE.
   - D. ALL TRAFFIC & DIRECTIONAL SIGNAGE TO BE KEPT FREE OF TREE LIMBS & BRANCHES

4. LARGE TREES (GREATER THAN 4" CALIPER)
   - A. CONTRACTOR SHALL INSPECT FOR INSECT, DISEASE INFESTATIONS & TREE DAMAGE SUCH AS LIGHTNING OR VEHICULAR DAMAGE. CONTRACTOR SHALL NOTIFY MANAGEMENT IMMEDIATELY OF SUCH DANGER OR DISEASE SO THAT CORRECTIVE ACTION CAN BE TAKEN.
   - B. WHEN PRUNING IS REQUIRED TO REMOVE DEAD OR DAMAGED LIMBS, WORK IS TO BE DONE BY QUALIFIED TREE CARE FIRM. MANAGEMENT APPROVAL IS REQUIRED PRIOR TO PRUNING.
   - C. ANY FERTILIZING RECOMMENDED BY QUALIFIED TREE CARE FIRM IS SUBJECT TO APPROVAL.
   - D. ALL TRAFFIC & DIRECTIONAL SIGNAGE TO BE KEPT FREE OF TREE LIMBS & BRANCHES

5. DEBRIS & LITTER
   - A. NORMAL TRASH & LITTER WILL BE REMOVED FROM ALL LAWN & LANDSCAPED AREAS WEEKLY.
   - B. ALL DEBRIS RESULTING FROM ANY & ALL LANDSCAPE WORK SHALL BE CLEANED UP IMMEDIATELY.

6. PAVED AREAS
   - A. AT PARKING LOT PERIMETERS & PAVING JOINTS, WEEDS & GRASSES ARE TO BE CONTROLLED W/ CONTACT HERBICIDE SPRAYS & MANUAL WEEDING AS REQUIRED.
   - B. ALL DEBRIS RESULTING FROM ANY & ALL LANDSCAPE WORK SHALL BE CLEANED UP IMMEDIATELY.

7. IRRIGATION
   - A. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING & OPERATING ALL IRRIGATION SYSTEMS AT THE PROPERTY EXCEPT AS MAY BE OTHERWISE NOTED.
   - B. IRRIGATION SYSTEMS MUST BE INSPECTED MONTHLY & A REPORT MUST BE SUBMITTED TO MANAGEMENT. MANAGEMENT MUST APPROVE REPAIRS GREATER THAN $250.00.
   - C. CONTRACTOR WILL ENSURE THAT WATERING CYCLES ARE IN COMPLIANCE W/ ANY CITY GUIDELINES AS A RESULT OF WATER RATIONING OR WATER CONSERVATION. ANY FEES OR PENALTIES INCURRED BY VIOLATION OF ORDINANCES WILL BE BILLED TO CONTRACTOR.
   - D. ALL HEADS & NOZZLES BROKEN BY LANDSCAPE MAINTENANCE OPERATIONS WILL BE REPAIRED OR REPLACED AT CONTRACTOR EXPENSE, ALL NOZZLES WILL BE CLEANED MONTHLY IF NECESSARY, & ALL HEADS WILL BE ADJUSTED AS NEEDED.

8. GENERAL
   - A. CONTRACTOR SHALL PROVIDE ADEQUATE SUPERVISION TO ASSURE THAT ALL WORK WILL BE DONE IN ACCORDANCE W/ THIS AGREEMENT & GENERALLY ACCEPTED GOOD PRACTICE. A WEEKLY VISIT BY A QUALIFIED SUPERVISOR IS A MINIMUM REQUIREMENT. ADEQUATE TIME SHALL BE ALLOWED FOR A THOROUGH & COMPLETE EXAMINATION OF THE ENTIRE PROPERTY.
   - B. CONTRACTOR SHALL REPLACE AT CONTRACTOR'S EXPENSE ANY PLANT MATERIAL THAT DIES DUE TO DAMAGE BY LAWN MAINTENANCE, EQUIPMENT OR CONTRACTOR'S NEGLIGENCE.
   - C. ALL WORK SHALL BE PERFORMED BY CONTRACTOR'S EMPLOYEES; NO WORK SHALL BE PERFORMED BY SUBCONTRACTORS WITHOUT WRITTEN CONSENT OF MANAGEMENT.
   - D. EMPLOYEES TO WEAR UNIFORMS & PROVIDE NEAT APPEARANCE & PROFESSIONAL BEHAVIOR.
   - E. CREW MEMBERS WILL OBSERVE ALL OSHA REGULATIONS. ALL EQUIPMENT WILL BE PROPERLY MAINTAINED & KEPT IN A SAFE OPERATING CONDITION.
   - F. ALL DEBRIS RESULTING FROM ANY & ALL LANDSCAPE WORK SHALL BE IMMEDIATELY CLEANED UP & REMOVED FROM SITE. USE OF AN ON-SITE DUMPSTER IS PROHIBITED.
   - G. ADDITIONAL PROJECTS, LANDSCAPE UPGRADES, ETC. WILL BE NEGOTIATED AS NEEDED.
   - H. POTS OR SIDEWALK PLANTERS AT PROPERTY SHALL BE MAINTAINED IN ACCORDANCE W/ ALL SPECS NOTED ABOVE. IRRIGATION SHALL BE MAINTAINED OR HAND WATER AS NEEDED.

PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	CONT	DESCRIPTION	CAL
	5	CEDAR ELM ULMUS CRASSIFOLIA	65 GAL	10`-12`H, 6` CLEAR TRUNK	3" CAL
	1	MEXICAN SYCAMORE PLATANUS MEXICANA	200 GAL	10`-12`H, 6` CLEAR TRUNK	8" CAL
	5	MEXICAN SYCAMORE PLATANUS MEXICANA	65 GAL, 100 GAL	10`-12`H, 6` CLEAR TRUNK	2 @ 3" CAL 3 @ 4" CAL
	3	MONTEREY OAK QUERCUS POLYMORPHA `MONTEREY`	65 GAL	10`-12`H, 6` CLEAR TRUNK	3" CAL
	2	SOUTHERN LIVE OAK QUERCUS VIRGINIANA	65 GAL	10`-12`H, 6` CLEAR TRUNK	3" CAL
	3	TEXAS RED OAK QUERCUS TEXANA	65 GAL, 100 GAL	10`-12`H, 6` CLEAR TRUNK	1 @ 3" CAL 2 @ 4" CAL

ORNAMENTAL TREES	QTY	COMMON / BOTANICAL NAME	CONT	DESCRIPTION	CAL
	1	ANACACHO ORCHID TREE BAUHINIA LUNARIOIDES	65 GAL	8`-10` H, MULTI-TRUNK	3" CAL
	2	DESERT WILLOW CHILOPSIS LINEARIS	65 GAL	8`-10` H, MULTI-TRUNK	3" CAL
	2	MEXICAN PLUM PRUNUS MEXICANA	65 GAL	8`-10` H, MULTI-TRUNK	3" CAL
	2	TEXAS REDBUD CERCIS CANADENSIS TEXENSIS	65 GAL	8`-10` H, MULTI-TRUNK	3" CAL

SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE	DESCRIPTION	SPACING
	27	BIG MUHLY MUHLENBERGIA LINDHEIMERI	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	6	BUTTERFLY GAURA, WHITE GAURA LINDHEIMERI	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	30	BLACK EYED SUSAN RUDBECKIA HIRTA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	28	PURPLE CONEFLOWER ECHINACEA PURPUREA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	6	FALL ASTER ASTER OBLONGIFOLIUM	1 GAL	PER TNLA STANDARDS & SPECS	12" O.C.
	25	GREGG'S MISTFLOWER CONOCLINIUM GREGGII	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	44	GULF MUHLY MUHLENBERGIA CAPILLARIS	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	24	INIDGO SPIRES SAGE SALVIA X 'INDIGO SPIRES'	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	26	JERUSALEM SAGE PHLOMIS FRUTICOSA	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	25	LANCELEAF COREOPSIS COREOPSIS LANCEOLATA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	6	MEXICAN BUSH SAGE SALVIA LEUCANTHA	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	84	MEXICAN FEATHERGRASS NASSELLA TENUISSIMA `PONY TAILS`	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	15	MEXICAN OREGANO POLIOMINTHA LONGIFLORA	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	24	NEW GOLD LANTANA LANTANA MONTEVIDENSIS `NEW GOLD`	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	16	PINE MUHLY MUHLENBERGIA DUBIA	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	10	PINK PAVONIA PAVONIA LASIOPETALA	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	24	PINK SALVIA GREGGII SALVIA GREGGII `PINK`	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	6	PINK SKULLCAP SCUTELLARIA SUFFRUTESCENS	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	24	PRAIRIE VERBENA GLANDULARIA BIPINNATIFIDA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	39	TEXAS LANTANA LANTANA URTICOIDES	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	14	GLOBE MALLOW SPHAERALCEA AMBIGUA	1 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	8	TURK`S CAP MALVAVISCUS ARBOREUS DRUMMONDII	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	24	WHITE TRAILING LANTANA LANTANA MONTEVIDENSIS 'ALBA'	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	15	YELLOW BELLS TECOMA STANS	3 GAL	PER TNLA STANDARDS & SPECS	36" O.C.

GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	DESCRIPTION	SPACING
	21	BLACKFOOT DAISY MELAMPODIUM LEUCANTHUM	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	27	DAMIANITA CHRYSACTINIA MEXICANA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	29	FROG FRUIT PHYLA INCISA	1 GAL	PER TNLA STANDARDS & SPECS	18" O.C.
	4,646 SF	HARDWOOD MULCH	NONE	3" DEPTH. PROVIDE SAMPLE PRIOR TO CONSTRUCTION.	
	242 SF	RIVER ROCK	NONE	3" DEPTH. PROVIDE SAMPLE PRIOR TO CONSTRUCTION.	
	16,885 SF	CELEBRATION BERMUDAGRASS CYNODON DACTYLON `CELEBRATION`	SOD	2" TOPSOIL TO BE APPLIED ON ALL TURF AREAS	

SUBMISSIONS | REVISIONS::

09.15.2023	CONFORM SET - ISSUE FOR CONSTRUCTION
12.18.2023	REVISION SET- DELTA 1
01.10.2024	REVISION SET- DELTA 2
02.02.2024	REVISION SET- DELTA 3
02.29.2024	REVISION SET- DELTA 4
04.08.2024	REVISION SET- DELTA 5

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REGISTERED LANDSCAPE ARCHITECT
JONATHAN T. WAGNER
2718
STATE OF TEXAS
04-08-2024

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VETERANS MEMORIAL PARK EXPANSION

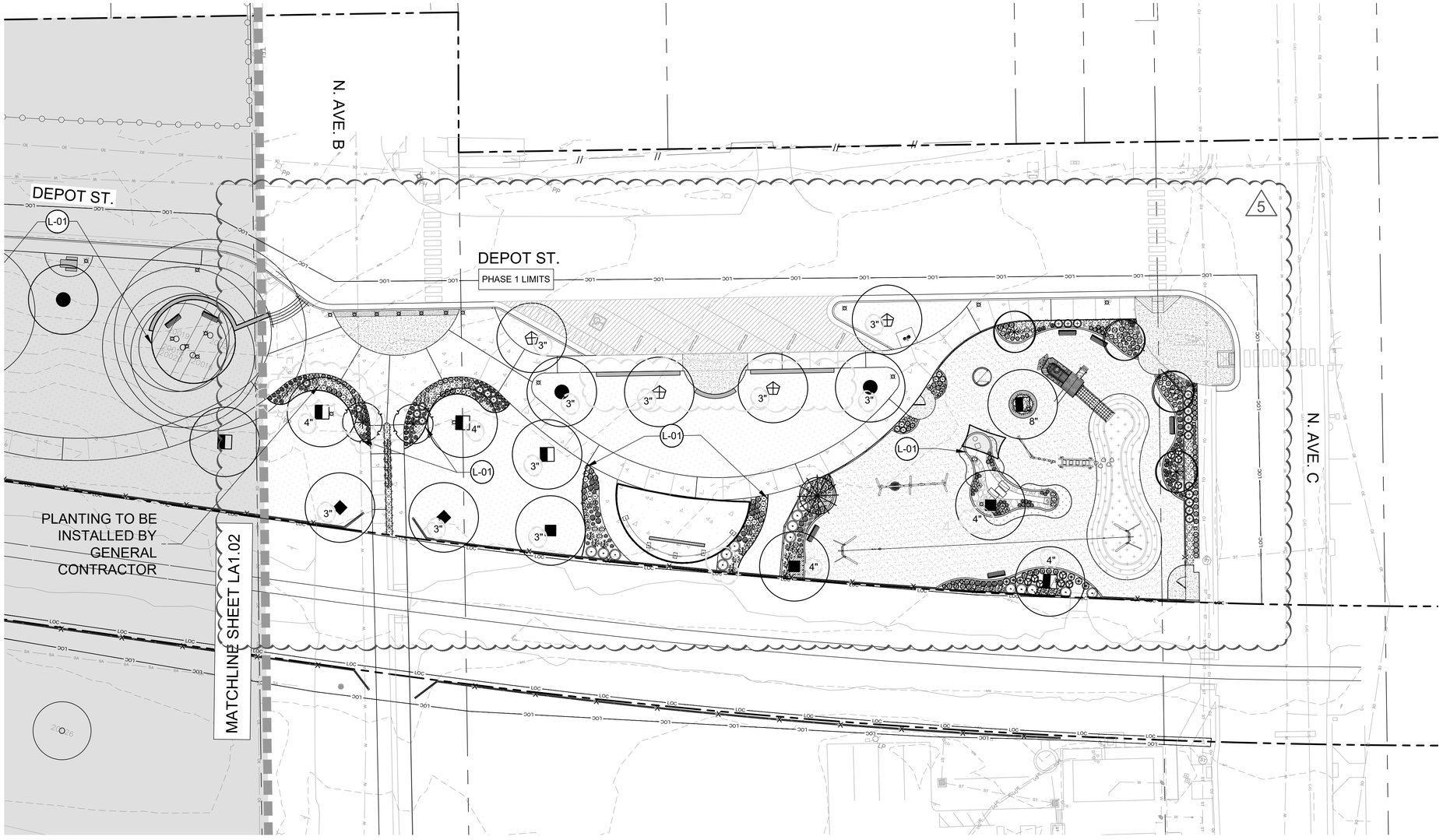
205 DEPOT ST., ELGIN, TX 78621

sheet information ::

project #::	22.856
date ::	04.08.2024
designed ::	jw, sc, cc, ck
drawn ::	jw, cc
checked ::	bab
approved ::	jw

LAo.oo

LANDSCAPE NOTES AND SCHEDULE



KEY LEGEND

NOTE: ITEMS LISTED BELOW REFERENCE ALL LANDSCAPE SHEETS. QUANTITIES ARE INCLUDED FOR CONTRACTOR CONVENIENCE AND CONTRACTOR SHALL VERIFY ASSOCIATED QUANTITIES.

SYM	DESCRIPTION	QTY
L-01	STEEL EDGING, TYP. REF. DTL 4/LA5.01	352 LF

PLANT SCHEDULE

TREES	COMMON / BOTANICAL NAME
	CEDAR ELM ULMUS CRASSIFOLIA
	MEXICAN SYCAMORE PLATANUS MEXICANA
	MONTEREY OAK QUERCUS POLYMORPHA `MONTEREY`
	SOUTHERN LIVE OAK QUERCUS VIRGINIANA
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GROUND COVERS	**COMMON / BOTANICAL NAME**
	HARDWOOD MULCH
	RIVER ROCK
	CELEBRATION BERMUDAGRASS CYNODON DACTYLON `CELEBRATION`

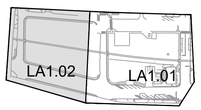
REFERENCE LA0.00 FOR FULL PLANT SCHEDULE

NOTE:

1. TREES CANOPIES TO NOT INTERFERE WITH ZIP LINE AND OTHER PLAY EQUIPMENT.
2. ~~SHRUBS AND SHRUB INSTALLATION NOT INCLUDED IN SCOPE OF WORK, UNLESS NOTED. PROCUREMENT AND INSTALLATION BY OTHERS~~

5

KEY MAP - NTS



24x36 20' SCALE: 1"=20'-0"

12x18 40' SCALE: 1"=40'-0"

0 10 20 40 60

GENERAL LANDSCAPE NOTES:

1. A 3 FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF THE FIRE HYDRANTS.
2. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING AROUND EXISTING TREES AND THAT ANY TRIMMING OF LIMBS OF DESIGNATED EXISTING TREES MUST REQUIRE AN ARBORIST AND LANDSCAPE ARCHITECT ON-SITE PRIOR TO ANY WORK PERFORMED.
3. ENSURE 80" CLEARANCE HEIGHT FOR ALL TREE LIMBS AND CLEAR OVERLAPPING LANDSCAPE FROM ALL WALKWAYS.

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VETERANS MEMORIAL PARK EXPANSION

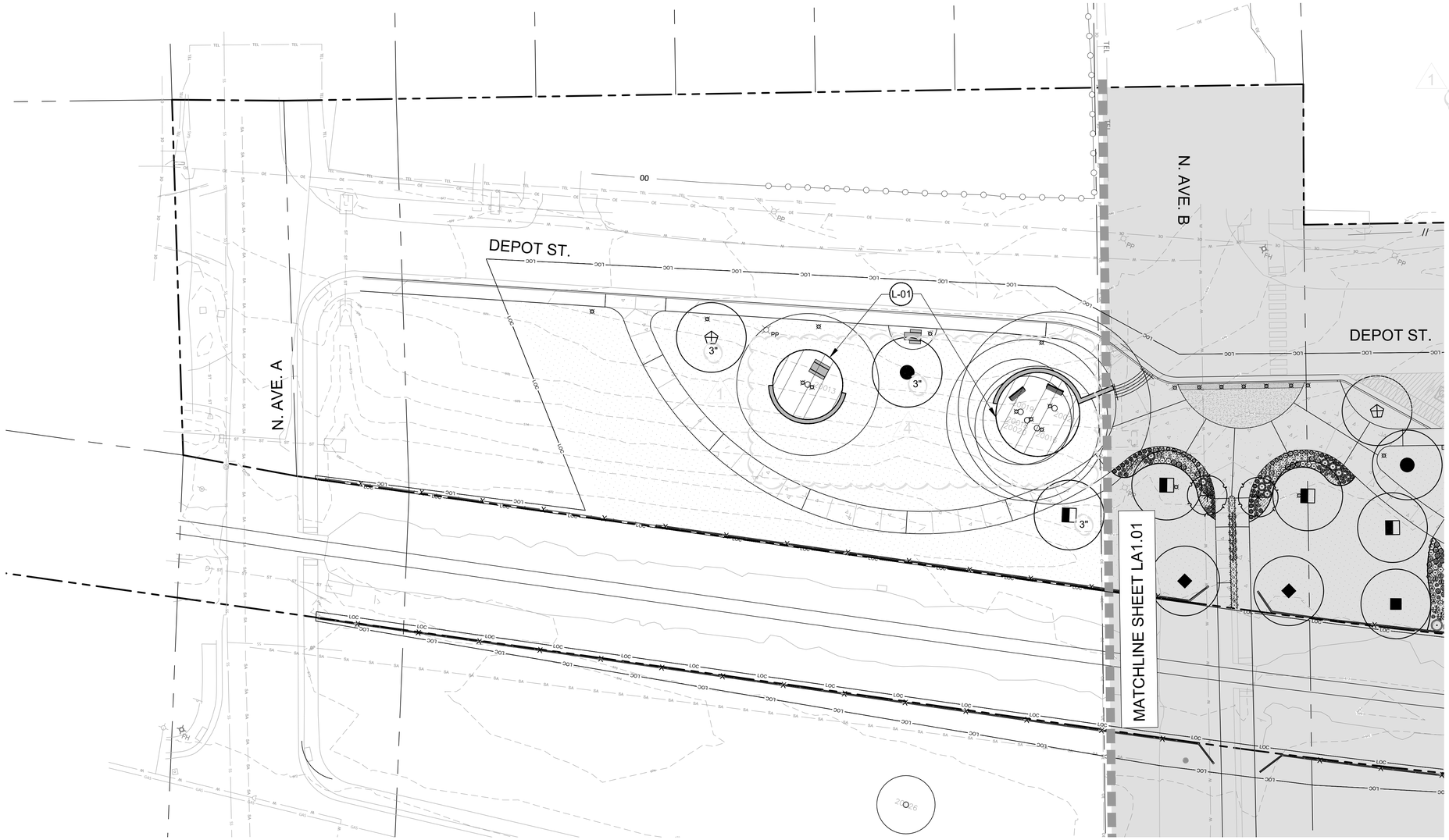
205 DEPOT ST., ELGIN, TX 78621

sheet information ::

project #::	22.856
date ::	04.08.2024
designed ::	jw, sc, cc, ck
drawn ::	jw, cc
checked ::	bab
approved ::	jw

LA1.01

LANDSCAPE PLAN



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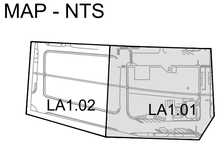
REFERENCE LA0.00 FOR FULL PLANT SCHEDULE

KEY MAP - NTS



24x36
20'
SCALE: 1"=20'-0"

12x18
40'
SCALE: 1"=40'-0"

0 10 20 40 60

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VETERANS MEMORIAL PARK EXPANSION

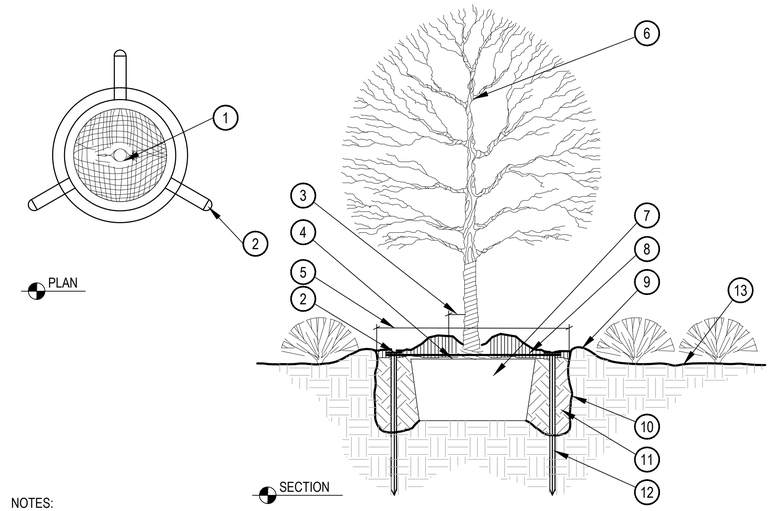
205 DEPOT ST., ELGIN, TX 78621

sheet information ::

project #::	22.856
date ::	04.08.2024
designed ::	jw, sc, cc, ck
drawn ::	jw, cc
checked ::	bab
approved ::	jw

LA1.01

LANDSCAPE PLAN

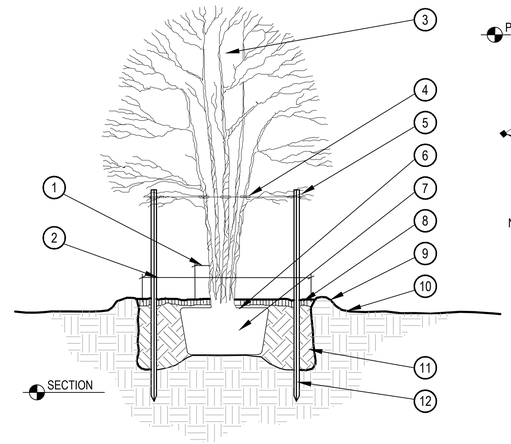


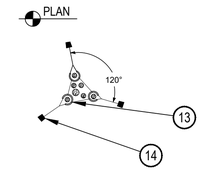
1. TREE TRUNK
2. U-BRACKET ON ROOT ANCHOR
3. CONTRACTOR TO LEAVE 6" MIN. ROOT FLAIR UNCOVERED BY MULCH, SOIL, AND PLANTING MIX
4. PLACE TOP OF ROOT CROWN 2" ABOVE FINISH GRADE
5. EXCAVATE HOLE 2X ROOT BALL DIAMETER
6. NEVER CUT LEADER-THIN UP TO 1/3 OF BRANCHES RETAINING NATURAL SHAPE OF TREE - DO NOT LEAVE STUBS
7. DO NOT BREAK ROOT BALL. IF ROOT BALL IS BROKEN PLANT WILL BE REJECTED. REMOVE BURLAP FROM TOP OF ROOT BALL
8. MULCH LAYER AS SPECIFIED
9. 4" HT. SAUCER AROUND PLANTING PIT
10. ROUGHEN SURFACE TO IMPROVE ROOT PENETRATION
11. PLANTING SOIL MIX AS SPECIFIED
12. NAIL STAKE #5 REBAR 48" LONG
13. FINISH GRADE

NOTES:
1. ROOTBALL SIZE SHALL CONFORM TO THE 1995 AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS UNLESS OTHERWISE NOTED.
2. USE THREE STAKES ON ALL TREES.

1 SINGLE TRUNK TREE PLANTING AND STAKING - ROOT ANCHOR

SCALE: NTS



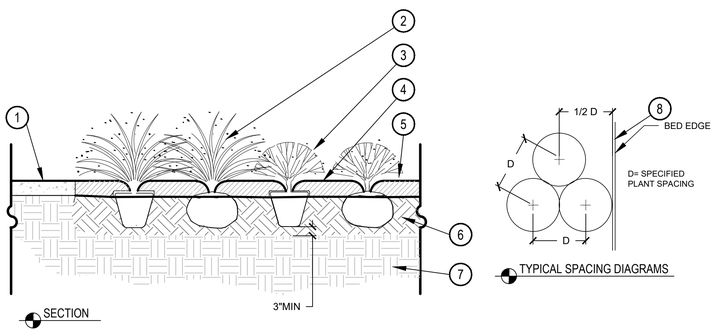


NOTES:
1. TOTAL CALIPER INCHES OF A MULTIPLE TRUNK TREE IS CALCULATED AS FOLLOWS: ADD THE CALIPER INCHES OF THE LARGEST TRUNK TO HALF OF THE CALIPER INCH OF EACH OF THE SMALLER TRUNKS.
2. ROOTBALL WIDTH SHOULD BE DETERMINED BY THE FOLLOWING: 8" OF ROOTBALL DIA. FOR EACH 1" CALIPER OF TREE TRUNK.
3. ROOTBALL DEPTH IS 2/3RDS OF THE DIAMETER.

1. CONTRACTOR TO LEAVE 6" MIN. ROOT FLAIR UNCOVERED BY MULCH, SOIL, AND PLANTING MIX
2. EXCAVATE HOLE 2X ROOT BALL DIAMETER
3. NEVER CUT LEADER - THIN UP TO 1/3 OF BRANCHES RETAINING NATURAL SHAPE OF TREE - DO NOT LEAVE STUBS
4. ATTACH GUY WIRE & HOSE ABOVE FIRST BRANCH.
5. STAKE ALL TREES USING METAL STAKES-3 PER TREE
6. PLACE TOP OF ROOT CROWN 2" ABOVE FINISH GRADE
7. DO NOT BREAK ROOT BALL. IF ROOT BALL IS BROKEN PLANT WILL BE REJECTED. REMOVE BURLAP FROM TOP OF ROOT BALL
8. 3" MULCH LAYER AS SPECIFIED
9. 4" HT. SAUCER AROUND PLANTING PIT
10. FINISH GRADE
11. 50% EXCAVATED SOIL AND 50% PLANTING SOIL MIX
12. HEAVY DUTY, METAL STAKE TO BE MINIMUM 8'-0" LONG STAKE TO BE 18" BELOW PIT IN UNDISTURBED SUBGRADE
13. LACE HOSE GUARDS TOGETHER WITH SINGLE WIRE STAY
14. MIN. 3 STAKES PER TREE PAINTED BLACK STEEL STAKE 3 LARGEST STEMS ON TREE

2 MULTI-STEM TREE PLANTING AND STAKING STANDARD

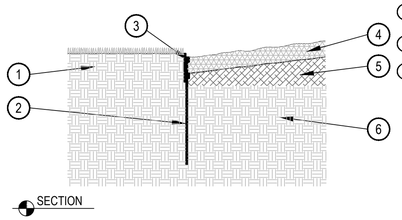
SCALE: NTS



1. ADJACENT HARDSCAPE
2. GRASSES (AS SPECIFIED PER PLAN)
3. SHRUB (AS SPECIFIED PER PLAN)
4. 3" MULCH AS SPECIFIED, SUBSURFACE IRRIGATION TO BE COMPLETELY COVERED BY MULCH
5. LEAVE NO ROOTS EXPOSED
6. 8" DEPTH PLANTING SOIL MIX AS SPECIFIED THIS SHEET, NOTE #13
7. UNDISTURBED SUBGRADE
8. BED EDGE

3 SHRUB/ GRASS PLANTING

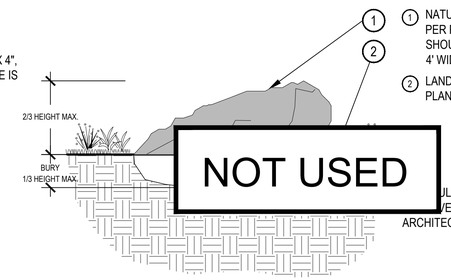
SCALE: NTS



1. ADJACENT TURF OR AGGREGATE
2. 8" STEEL STAKE
3. STEEL LANDSCAPE EDGING 3/16" X 4", COLOR: BLACK, ENSURE TOP EDGE IS FLUSH WITH ANY ADJACENT HARDSCAPE SURFACE
4. FINISHED GRADE, PLANT BED, OR GROUND COVER
5. TOP SOIL AS SPECIFIED
6. UNDISTURBED SUBGRADE

4 STEEL EDGING

SCALE: NTS

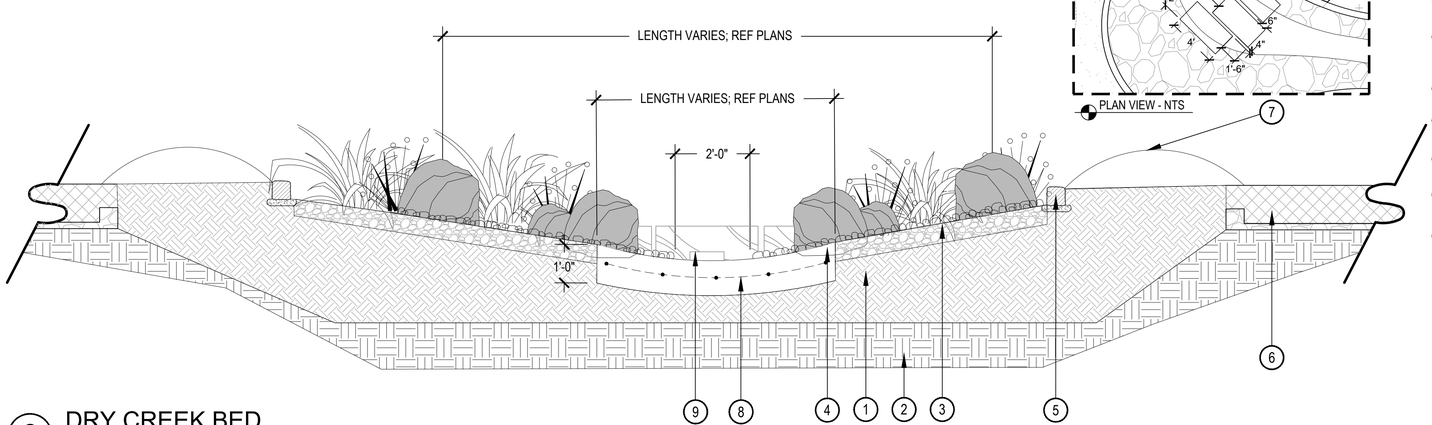


1. NATURAL BOULDER, LOCATION PER PLANS, BOULDER SIZE SHOULD RANGE BETWEEN 2' TO 4' WIDE AND 2' TO 3' TALL
2. LANDSCAPE, REF. LANDSCAPE PLAN

ULDER LOCATIONS TO BE FIELD VED BY LANDSCAPE ARCHITECT

5 NATURAL BOULDER

SCALE: 3/4" = 1'-0"



1. 12" AMENDED TOPSOIL
2. UNDISTURBED SUBGRADE
3. 2"-4" RIVER ROCK; SET INTO CONCRETE SURFACE
4. LIMESTONE BOULDERS; SET INTO CONCRETE SURFACE, REF. LANDSCAPE
5. PLAYCURB; REF DTL 5/HS5.01
6. PLAYGROUND SURFACING; REF DTL 5/HS5.01
7. ARTIFICIAL TURF MOUND, REF. DTL.1/HS5.02
8. 1'-0" DEPTH CONCRETE SWALE W/ #4 REBAR 18" O.C. BW
9. 3 EA - 2X2X4 CUT AND HONED LIMESTONE BLOCK TO BE SET IN CONCRETE FLUME

6 DRY CREEK BED

1/2" = 1'-0"

SUBMISSIONS | REVISIONS::

09.15.2023	CONFORM SET - ISSUE FOR CONSTRUCTION
12.18.2023	REVISION SET- DELTA 1
01.10.2024	REVISION SET- DELTA 2
02.02.2024	REVISION SET- DELTA 3
02.29.2024	REVISION SET- DELTA 4
04.08.2024	REVISION SET- DELTA 5

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78701-2337 or 333 Guadalupe, Suite 2-330, Austin, Texas 78701-3942, (512)305-9000, has jurisdiction over individuals licensed under the Landscape Architects Registration Law, Texas Civil Statutes, Article 249c.

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owner ::

CITY OF ELGIN
amy miller, PIO
310 n. main st.
elgin, tx 78621
e:amy.miller@elgintexas.gov

VETERANS MEMORIAL PARK EXPANSION

205 DEPOT ST., ELGIN, TX 78621

sheet information ::

project #::	22.856
date ::	04.08.2024
designed ::	jw, sc, cc, ck
drawn ::	jw, cc
checked ::	bab
approved ::	jw

LA5.01

LANDSCAPE NOTES & DETAILS

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MARGO SAWYER FOR PUBLIC ART FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider and approve the resolution.

BACKGROUND:
Contract for the Synchronicity Wall by Margo Sawyer. The Elgin Main Street Board and Friends of Elgin Parks donated $10,000 towards the installation of this public art by Margo Sawyer which features Elgin Butler tile. The project was reviewed and recommended for installation by the Main Street Board, Parks & Recreation Advisory Board, and Historic Review board based on the Downtown Elgin Public Art Plan.

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

RECOMMENDATION:
Approval of the Resolution as presented.

ATTACHMENTS:
1. ResVeteransExpMargoSawyerContract

{} 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 EXECUTE A CONTRACT WITH MARGO SAWYER FOR PUBLIC ART FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

WHEREAS, the City Council approved a new playground, outdoor classroom, stage, seating, and nature play area for Veterans Memorial Park Expansion and;

WHEREAS, the Parks & Recreation Advisory Board, Main Street Advisory Board, and Historic Review Board reviewed and approved the park expansion and the public art project "Synchronicity Wall for Elgin" and;

WHEREAS, Margo Sawyer is an internationally recognized artist, a Guggenheim Fellow, Texas State Artist of the Year, and a Professor of Sculpture and Extended Media in the Department of Art & Art History at the University of Texas at Austin, who has lived in Elgin for twenty five years; and

WHEREAS, staff recommends approving the contract with the details specified in the attached documents.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute the contract with Margo Sawyer in the amount of the proposal attached.

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 7th day of May 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 AGILE INTERIORS RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Police

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:
The City Council approved the issuance the 2021A Certificates of Obligation (CO) in the total amount of approximately $12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station. Agile Interiors was selected to design and oversee the installation of office furnishings in the new police station.

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 the professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS:
1. Resolution Agile Interiors Police Station
2. ELGINPD_PRICING SUMMARY_4.9.2024

{} 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.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH AGILE INTERIORS 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, Agile Interiors was selected to design and oversee the installation of office furnishings in the new Elgin Police Station; and

WHEREAS, Agile Interiors has 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, 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 $99,954.13 for professional fees and services associated with the City of Elgin Police Department Station Project.

Section 3. 2021A Certificates of Obligation Funding. The City Council does 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 7th day of May 2024

_____

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____

JENNIFER STUBBS, City Secretary

AGILE INTERIORS

walls furniture millwork shades power data technology

The DIRTT + Haworth Distribution Partner

PROJECT: ELGIN PD

DATE: 4.9.2024

CONTACT: CAROLINE LeFEVRE

EMAIL: CLeFEVRE@AGILEINTERIORS.COM

MANUFACTURER / SERIES	DESCRIPTION	QTY	UNIT SELL	EXTENDED SELL
PRIVATE OFFICE				
DESKING	AIS | LSHAPED FIXED HEIGHT DESK WITH STORAGE TOWER	3	$2,310.05	$6,930.15
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR - ARMLESS	3	$347.35	$1,042.05
GUEST CHAIR	SIT ON IT | FREELANCE GUEST CHAIR	6	$221.86	$1,331.16
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	3	$333.85	$1,001.55
			SUBTOTAL	**$10,304.91**
SHARED PRIVATE OFFICE				
DESKING	AIS | LSHAPED FIXED HEIGHT DESK WITH PED	2	$1,296.38	$2,592.76
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR- ARMLESS	2	$347.35	$694.70
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	2	$333.85	$667.70
			SUBTOTAL	**$3,955.16**
CID SUITE				
WORKSTATION	AIS | LSHAPED FIXED HEIGHT DESK WITH PED	8	$1,420.61	$11,364.88
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR- ARMLESS	16	$347.35	$5,557.60
MEETING TABLE	AIS | CALIBRATE TABLE	1	$462.65	$462.65
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	8	$333.85	$2,670.80
			SUBTOTAL	**$20,055.93**
PATROL SGRT SUITE				
WORKSTATION	AIS | LSHAPED FIXED HEIGHT DESK WITH PED	5	$1,137.44	$5,687.20
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR- WITH ARMS	5	$398.89	$1,994.45
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	5	$333.85	$1,669.25
			SUBTOTAL	**$9,350.90**
ADMIN SUITE				
WORKSTATION	AIS | LSHAPED FIXED HEIGHT DESK WITH PED	3	$1,180.11	$3,540.33
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR- WITH ARMS	3	$398.89	$1,196.67
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	3	$333.85	$1,001.55
			SUBTOTAL	**$5,738.55**
ANIMAL CONTROL				
WORKSTATION	AIS | LSHAPED FIXED HEIGHT DESK WITH PED	3	$1,306.28	$3,918.84
TASK CHAIR	SIT ON IT | FOCUS TASK CHAIR- WITH ARMS	3	$398.89	$1,196.67
MONITOR ARMS	CLEAR SPACE | TRIPLE MONITOR ARMS	3	$333.85	$1,001.55
			SUBTOTAL	**$6,117.06**

CONFERENCE				
TABLE	AIS | CALIBRATE TABLE- 120" WITH POWER	1	$1,417.78	$1,417.78
CHAIRS	SIT ON IT | FOCUS TASK CHAIR- ARMLESS	10	$347.35	$3,473.50
CREDENZA	AIS | CALIBRATE BUFFET	1	$599.64	$599.64
			SUBTOTAL	**$5,490.92**
ROLL CALL/BREAKROOM				
TABLES	COE | OS TABLE	7	$277.56	$1,942.92
CHAIRS	SIT ON IT | FREELANCE GUEST CHAIR	14	$215.58	$3,018.12
			SUBTOTAL	**$4,961.04**
INTERVIEW / CITIZEN REPORT ROOMS				
TABLE -48"	COE | OS TABLE	2	$246.45	$492.90
TABLE -36"	COE | OS TABLE	1	$197.47	$197.47
CHAIRS	SIT ON IT | FREELANCE GUEST CHAIR	9	$179.72	$1,617.48
			SUBTOTAL	**$2,307.85**
LOBBY				
BENCHING	MODERN OFFICE | BEAM 3-SEAT BENCH	2	$842.17	$1,684.34
			SUBTOTAL	**$1,684.34**
SEATING				
EVIDENCE TECH	SIT ON IT | FOCUS TASK CHAIR- ARMLESS	2	$347.35	$694.70
BAG & TAG	SIT ON IT | MIKA STOOL	1	$229.47	$229.47
RECEPTION, REPORTING	SIT ON IT | FOCUS TASK CHAIR- WITH ARMS	6	$398.89	$2,393.34
PROCESSING	SIT ON IT | LUMIN TASK STOOL	1	$269.36	$269.36
			SUBTOTAL	**$3,586.87**
TRAINING ROOM				
TABLES	COE | OS TABLE	12	$277.56	$3,330.72
CHAIR	SIT ON IT | FREELANCE GUEST CHAIR	24	$215.58	$5,173.92
LECTERN	ENWORK | FOUNDATION LECTERN	1	$1,987.08	$1,987.08
			SUBTOTAL	**$10,491.72**
	SUB-TOTAL FOR ALL FURNITURE			$84,045.25
	FREIGHT / FUEL SURCHARGE			$0.00
	LABOR TO DELIVER AND INSTALL DURING REGULAR HOURS			$15,908.88
	GRAND TOTAL FOR PROJECT			$99,954.13

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/Williams Ltd. 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 $912,331.55 for Bid Package #2 Payment Application #9 for professional services fees associated with the City of Elgin Police Department Station Project and to execute a dollar amount of $475,435.10 for Bid Package #2 Payment Application #10**.**

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 7th day of May 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 FGM ARCHITECTS INC. 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) in the total amount of approximately $12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station. Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the "Construction Manager at Risk" ("CMAR") delivery process for the project and the engagement of FGM Architects Inc. to provide engineering and design services as part of the CMAR team. These fees are for Programming/Schematic Design and for traveling fees as a part of the contract previously approved by the City Council

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

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

ATTACHMENTS:
1. EPD Station Res-FGMA

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

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

RESOLUTION NO.

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

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

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

WHEREAS, FGM Architects Inc. have submitted 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 $5,103.30 from January 27, 2024, to February 23, 2024, and a dollar amount of $5,206.98 from February 24, 2024 to March 29, 2024, 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 7th day of May 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 EXECUTE CHANGE ORDER 7 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of a Change Order to the County Line Road Project Phase I.

BACKGROUND:
Working through the project, staff and the City Engineer identified some value-added benefits to the project that include storm water infrastructure and the addition of some storm drain moving water away from the project. This change order includes demolishing Beargrass Drive in sections to allow traffic to continue to move during the project and reducing the detour time needed.

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

RECOMMENDATION:
Approval of a Change Order to the County Line Road Project Phase I

ATTACHMENTS:
1. RESCLRCO7
2. Change Order 7 - Letter to City
3. Change Order No. 7- Patin signed

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 7 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin is currently engaged in the County Line Road widening project and have made certain value-added changes to the project that include additional storm drainage and new configuration of the intersection of Beargrass Drive; and,

WHEREAS, Patin Construction prepared to make such changes as recommended by City staff and the city engineer; and,

WHEREAS, City staff have engaged TRC engineers to add these services as a change order proposal to the 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 Mayor and or the City Manager is hereby authorized to execute *Change Order 7* and 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 7th day of May 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

April 17, 2024

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

Re: City of Elgin, Texas
County Line Road Widening Phase 1
Change Order No. 7

Dear Mr. Gonzalez:

Attached please find Change Order No. 7. This change order accounts for an addition of 24" arch storm pipe and arch pipe headwall, removal of existing AT&T handhole, 12" RCP installation, and remobilization for construction at Bear Grass and CLR intersection. The change order adds eight (8) days to the contract duration: five (5) days for additional work and three (3) days due to unusual inclement weather.

This Change Order No. 7 has been approved by this office and will increase the current contract amount by $45,600.00. The new contract amount will be $7,311,113.74. Please execute and forward a digital copy to TRC at WWachel@trccompanies.com.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

William Wachel, P.E.
Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACT CHANGE ORDER NO. 7
COUNTY LINE ROAD WIDENING PHASE 1

OWNER:	**City of Elgin**
CONTRACTOR:	**Patin Construction, LLC**
ORIGINAL CONTRACT AMOUNT:	**$6,789,518.20**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$475,995.54**
CURRENT CONTRACT AMOUNT:	**$7,265,513.74**
ORIGINAL CONTRACT TIME (DAYS):	**450**
ORIGINAL SUBSTANTIAL COMPLETION DATE:	**10/11/2023**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**85**
CURRENT CONTRACT TIME (DAYS):	**535**
CURRENT SUBSTANTIAL COMPLETION DATE:	**1/4/2024**

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO7.1	Remobilization for construction at Bear Grass/County Line Road intersection	1	LS	$5,000.00	5,000.00
CO7.2	Install 24" Arch storm pipe	80	LF	$300.00	24,000.00
CO7.3	Remove Existing AT&T Handhole	1	EA	$750.00	750.00
CO7.4	Install 12" RCP	70	LF	$80.00	5,600.00
CO7.5	Install 12" SET	2	EA	$2,800.00	5,600.00
CO7.6	Remove / Replace Existing Parking Lot Base at Prop 12" RCP	210	SF	$10.00	2,100.00
CO7.7	Install New Curb and Gutter per RFI	170	LF	$15.00	2,550.00
TOTAL COST OF THIS CHANGE ORDER:					**45,600.00**

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	**45,600.00**
REVISED CONTRACT AMOUNT:	**$7,311,113.74**
NET CHANGE IN CONTRACT TIME (DAYS):	**8**
REVISED CONTRACT TIME (DAYS):	**543**
REVISED SUBSTANTIAL COMPLETION DATE:	**1/12/2024**

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY

Michael Gonzalez, Public Works Director
City of Elgin
Date

William A Wachel

4/19/2024

William Wachel, P.E., Vice President
TRC Engineers, Inc.
Date

Jeff Birkhead, Chief Estimator

4-22-2024

Jimmy Patin, Vice President
Patin Construction, LLC
Date

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 8 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of Change Order 8 to the County Line Road Project Phase I.

BACKGROUND:
This change order is similar to the one previously discussed in this meeting. This change order is for the repair of sidewalks and ADA removed or damaged by the Aqua Water supply project in that same area. This has been reviewed and approved by the City Engineer and Patin Construction. Staff will generate an invoice to send to Aqua and their contractors.

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

RECOMMENDATION:
Approval of Change Order 8 to the County Line Road Project Phase I.

ATTACHMENTS:
1. RESCLRCO8
2. Change Order 8 - Letter to City
3. Change Order No. 8- signed

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 8 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin is currently engaged in the County Line Road widening project; and,

WHEREAS, during the project other franchise utilities have damaged sidewalks and other infrastructure; and,

WHEREAS, Patin Construction is prepared to make such repairs as part of the overall project improvement; and,

WHEREAS, City staff will then invoice the franchise utility for the cost of the repairs at a later date.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute the *Change Order 8* and 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 7th day of May 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

April 30, 2024

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

Re: City of Elgin, Texas
County Line Road Widening Phase 1
Change Order No. 8

Dear Mr. Gonzalez:

Attached please find Change Order No. 8. This change order accounts for sidewalk and ADA ramp replacement, delays due to water leak on East CLR and delays due to Aqua water line relocation. The change order adds thirty-five (35) days to the contract duration: thirty (30) days due to delays and five (5) days for additional work.

This Change Order No. 8 has been approved by this office and will increase the current contract amount by $128,360.00. The new contract amount will be $7,439,473.74. Please execute and forward a digital copy to TRC at WWachel@trccompanies.com.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

William Wachel, P.E.
Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACT CHANGE ORDER NO. 8
COUNTY LINE ROAD WIDENING PHASE 1

OWNER:	**City of Elgin**
CONTRACTOR:	**Patin Construction, LLC**
ORIGINAL CONTRACT AMOUNT:	**$6,789,518.20**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$521,595.54**
CURRENT CONTRACT AMOUNT:	**$7,311,113.74**
ORIGINAL CONTRACT TIME (DAYS):	**450**
ORIGINAL SUBSTANTIAL COMPLETION DATE:	**10/11/2023**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**93**
CURRENT CONTRACT TIME (DAYS):	**543**
CURRENT SUBSTANTIAL COMPLETION DATE:	**1/12/2024**

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO8.1	Sidewalk Removed by Aqua, replaced by Patin	168	SF	$30.00	5,040.00
CO8.2	Sidewalk Removed by Aqua, replaced by Patin	48	SF	$30.00	1,440.00
CO8.3	Sidewalk Removed by Aqua, replaced by Patin	96	SF	$30.00	2,880.00
CO8.4	Sidewalk Removed by Aqua, replaced by Patin	150	SF	$30.00	4,500.00
CO8.5	ADA Ramp, replaced by Patin	1	EA	$3,500.00	3,500.00
CO8.6	Delayed Start Curb Instalation due to Water Leak on E. CLR	1	LS	$15,000.00	15,000.00
CO8.7	Delayed due to Aqua Water Line relocation - Phase 1 and 2	30	DAYS	$3,200.00	96,000.00
TOTAL COST OF THIS CHANGE ORDER:					**128,360.00**

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	**128,360.00**
REVISED CONTRACT AMOUNT:	**$7,439,473.74**
NET CHANGE IN CONTRACT TIME (DAYS):	**35**
REVISED CONTRACT TIME (DAYS):	**578**
REVISED SUBSTANTIAL COMPLETION DATE:	**2/16/2024**

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY

Michael Gonzalez, Public Works Director
City of Elgin

Date

William A Wachel

4/30/2024

William Wachel, P.E., Vice President
TRC Engineers, Inc.

Date

Jeff Birkhead, Chief Estimator

5-2-2024

Jimmy Patin, Vice President
Patin Construction, LLC

Date

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes-April 2, 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 April 2, 2024 Regular Meeting Minutes.

ATTACHMENTS:
1. City Council Regular Meeting Minutes-April 2, 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
April 2, 2024
6:30 PM

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

ROLL CALL
Mayor McShan announced there was a quorum. Mr. Gibson arrived at 6:31 p.m.

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

Absent:
Al Rodriguez, Council Member

Staff:
Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Pam Sanders, HR Director
Amy Miller, Community Services Director
Beau Perry, City Engineer/Development Services Director
Owen Rock, EDC Director
Chris Noble, Chief of Police
Todd Johnson, Commander
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist
Esmeralda Rangel, Administrative Assistant

INVOCATION
Mr. Gibson III 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. **Public Hearing On an ordinance of the City of Elgin, Texas to modify an existing Planned Development District (PDD) Ordinance (2022-11-15-37) to add ten (10) acres of land located on parcels of land known by the Travis County Appraisal District as Parcels 248220 and 248234, located on the east side of Klaus Lane, and west of the existing forty-nine point ninety three (49.93) acre Northside Meadows PDD being more particularly described in Exhibit "A"; and providing for a savings clause and repealing conflicting ordinances and resolutions.**
   Mr. Mattis provided comments. There was no one who wished to speak under the public hearing item. Mayor McShan closed the public hearing item.

PUBLIC COMMENT

Mayor McShan stated there was an e-mail public comment from Diane Dunigan.

Krista Marx, 208 E. 8th Street, invited the public to the Relay for Life Event on April 13th and provided additional details about the event.

PRESENTATION

CITY MANAGERS REPORT

1. **Review of the Proposed Rhode Tract Commercial Center Concept Plan**
   Mr. Mattis stated that developers purchased land off 290 and provided information about the concept plan. He answered questions of the Council.

2. **Presentation of plans for establishing a "Depot District" in Historic Downtown Elgin**
   Krista Marx, Main Street Board President, provided a presentation about the Depot District. She stated that this plan would allow for residents to walk with alcohol in the Historic Downtown because this would invite people to stay, play, and pay. Mr. Mattis answered questions of the Council.

3. **Presentation of Veterans Memorial Park Expansion, Public Art Project**
   Ms. Miller provided a presentation about the Veterans Memorial Park Expansion Project. She stated that Margo Sawyer plans to create a public art project in early May. Ms. Miller answered questions of the Council.

1. **A Proclamation Recognizing the Honorable Gladys Ward**
   Mayor McShan read the proclamation and presented it to Ms. Gladys Ward. Ms. Pamela Noelle, Bastrop MLK Holiday Commission, provided a plaque to Ms. Ward.

5. **General Activity Report and/or Project Update**
   Mr. Mattis provided information about eligible public safety spots from the ETJ MUDs. He stated that there will be early voting locations at ACC for residents who live in Travis County.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes-March 5, 2024**
   The minutes were approved on the consent agenda.

2. **City Council Special Meeting Minutes- March 26, 2024**
   The minutes were approved on the consent agenda.

3. **CONSIDER REQUEST TO CLOSE STREETS FOR ELGIN LIGHTED HOLIDAY PARADE SATURDAY, DECEMBER 7, 2024.**
   The request was approved on the consent agenda.

4. **CONSIDER REQUEST TO CLOSE STREETS FOR WESTERN DAYS PARADE ON SATURDAY, JUNE 22, 2024.**
   The request was approved on the consent agenda.

5. **CONSIDER REQUEST TO WAIVE FEES FOR THE WESTERN DAYS PARADE & FESTIVAL ON SATURDAY, JUNE 22, 2024.**
   The request was approved on the consent agenda.

6. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER REQUIREMENT FOR WESTERN DAYS THURSDAY, JUNE 20 FROM 6:00PM to 10:00PM AND SATURDAY, JUNE 22 FROM 9:00AM to 5:00PM IN ELGIN MEMORIAL PARK, AND FRIDAY, JUNE 21 FROM 4:00PM to 10:00PM ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE C; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET.**
   The request was approved on the consent agenda.

7. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR SPRING FESTIVAL SPONSORED BY SACRED HEART CATHOLIC CHURCH IN ELGIN MEMORIAL PARK FRIDAY, MAY 10TH, FROM 6:00PM TO 10:00PM AND ON SATURDAY, MAY 11TH, FROM 10:00AM TO 10:00PM.**
   The request was approved on the consent agenda.

8. **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.**
   The resolution was approved on the consent agenda.

9. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE REALLOCATION AND RE-TITLING OF A COMMISSIONED POSITION WITHIN THE PUBLIC SAFETY DEPARTMENT TO A NON-COMMISSIONED POSITION.**
   The resolution was approved on the consent agenda.

10. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY COUNCIL TO APPROVE AND ADOPT A WATER CONSERVATION PLAN ACCORDANCE WITH THE TEXAS ADMINISTRATIVE CODE AND MAKING CERTAIN FINDINGS RELATED THERTO.**
    The resolution was approved on the consent agenda.

11. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY COUNCIL TO APPROVE A STREET RESURFACING PLAN FOR THE 2024 SEASON AND PROVIDING DIRECTION TO STAFF IF ANY.**
    The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 10.00 ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, ACRES 10.0 IN TRAVIS COUNTY, TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
   Mr. Mattis stated that this item was to annex the 10 acres into the development. Ms. Love made a motion to approve the ordinance. Mr. Swain seconded the motion. All voted in favor. The motion carried.

2. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2: PROVIDING FOR A SEVBERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**
   Mr. Mattis stated that this was assigning the area to council ward 2. Mr. Swain made a motion to approve the ordinance. Ms. Love seconded the motion. All voted in favor. The motion carried.

3. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS TO MODIFY AN EXISTING PLANNED DEVELOPMENT DISTRICT (PDD) ORDINANCE (2022-11-15-37) TO ADD TEN (10) ACRES OF LAND LOCATED ON PARCELS OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCELS 248220 AND 248234, LOCATED ON THE EAST SIDE OF KLAUS LANE, AND WEST OF THE EXISTING FORTY-NINE POINT NINETY THREE (49.93) ACRE NORTHSIDE MEADOWS PDD BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
   Mr. Mattis stated this was to approve the modification to accommodate what was discussed. Mayor Pro Tem Brashar made a motion to approve the ordinance. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

4. **Recognition of 2024 Elgin 101 Graduating Class**
   Ms. Stubbs recognized the graduates of Elgin 101. Chair Jessica Jaimes provided a brief speech on behalf of the graduation class.

EXECUTIVE SESSION
The City Council did not retire into executive session.

RECONVENE

ANNOUNCEMENTS
Ms. Miller stated that the Spring Downtown 78621 will be arriving soon. The Pearls of Youth Art Show is this Saturday. Relay for Life is Saturday, April 13th. Mr. Mattis stated there was a groundbreaking ceremony for the new elementary school.

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: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-2" SINGLE FAMILY AND DUPLEX DWELLING DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 11006, LOCATED AT THE CORNER OF EAST 2ND STREET AND TAYLOR LANE (ABSTRACT 20 CHRISTIAN, THOMAS, ACRES 0.4500) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, revised code of ordinances, City of Elgin, Texas.

BACKGROUND:
See attached Staff Report.

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

RECOMMENDATION:
The Planning and Zoning Commission recommended denial of the zoning change due to the fact that the parcels immediately adjacent, and across Taylor Lane to parcel #11006, are zoned "R-1" and changing the zoning on that parcel would be arbitrary and not substantially relate to the public's health, safety, morals or general welfare thus being considered "spot zoning", which is illegal in Texas.

ATTACHMENTS:
1. Zoning Ordinance Parcel 11006
2. Hussey Zoning Change Staff Report
3. Zoning Application Hussey
4. Zoning Map for Parcel 11006
5. 200' Notice Parcel 11006 zoning change notice with map

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

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

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

ORDINANCE NO. 2024-05-07-___

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-2" SINGLE FAMILY AND DUPLEX DWELLING DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 11006, LOCATED AT THE CORNER OF EAST 2ND STREET AND TAYLOR LANE (ABSTRACT 20 CHRISTIAN, THOMAS, ACRES 0.4500) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from R-1 Single-Family Dwelling District to R-2 Single-Family and Duplex Dwelling District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on April 22, 2024, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has not recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is R-2 Single-Family and Duplex Dwelling District, and

WHEREAS, on May 7, 2024, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings and other procedural matters has been fully complied with, Now Therefore

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46.3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from R-1 Single-Family Dwelling District to R-2 Single-Family and Duplex Dwelling District.

II.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and **ADOPTED** on first reading this 7th day of May 2024.

_____

THERESA Y. MCSHAN, Mayor

City of Elgin, Texas

ATTEST:

_____

JENNIFER STUBBS, City Secretary

Development Services Department

STAFF REPORT

Rezoning from "R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District

Project Number: 202400025

Date:	April 29, 2024
Applicant:	Kimberly Hussey
Representative:	Same
Hearing Dates:	Planning and Zoning Commission – April 22, 2024
	City Council – May 7, 2024
Location:	BCAD Parcel 11006; located on the southeast corner of East 2nd Street and Taylor Lane

APPLICATION SUMMARY

Recommendation by the Planning and Zoning Commission and consideration of the City Council of a rezoning of 0.8965 acres of land (a change to the official zoning map). The proposal is to change the zoning on the undeveloped lot from "R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District.

DEPARTMENT COMMENTS

Presently the site is vacant and surrounded by a mixture of single-family homes and a multi-family development (Westbrook Apartments) to the north. The lots on the north side of East 2nd Street are currently zoned R-2 while the lots on the south side of East 2nd Street are zoned R-1. Staff has attached a portion of the zoning map for this area (see attachment #3). The proposed zoning category will allow for duplex as a use by right as well as a reduced lot size from 9,000 sf minimum to 7,500 sf minimum. The setbacks for the R-2 zoning district are similar to R-1 zoning district requirements: front = 25 feet, rear = 10 feet and side = 5 feet for one story dwellings and 10 feet for two story dwellings. The side setbacks for R-1 are 7.5 feet for one story and 10 feet for two story.

PUBLIC COMMENTS

The applicants were present at that meeting and stated that it was their intention to construct 2–3 duplexes on the property should the zoning change be granted. During the public hearing portion of that meeting, three owners of property within 200' of parcel #11006 spoke against the requested zoning change stating the possible addition of one or more duplexes on the parcel would worsen the existing drainage problems in the area.

ATTACHMENTS

Additional information is provided through the attached exhibits.

1. Application
2. Ordinance
3. Staff Added Zoning Map
4. Notice sent to 200' property owners

Elgin TEXAS perpetually situated...

NON-PDD REZONING APPLICATION

Date: 2/20/24

SITE INFORMATION

Project Address: _____

Parcel Identification Number (if no address): 11006

APPLICANT

Name: Kimberly Hussey

Postal Address: 6213 Harrogate Dr

E-Mail Address: kim.hornsby@gmail.com ; **Phone Number:** 512-696-8282

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

Signature	Printed Name	Date
	Kimberly Hussey	2/20/24

Project Description:

We are wanting to change the zoning to R2.

802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621
(512) 281-0119
www.elgintexas.gov

Zoning Map for E 2nd St and Taylor Ln area
E 3rd St
E 3rd St
Q.S. Goins Ln
N Avenue J
Harvey St
E 2nd St
E 2nd St
Taylor Ln
Taylor Ln
Maxar, Microsoft, Esri Community Maps Contributors, Baylor University, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

April 10, 2024

NOTICE OF A REPLAT REQUEST

You are being notified because your property is located within two hundred (200) feet of this request. The attached map shows this lot making the request (red solid shape) and your lot within the notice area (blue circle). This notice is to inform you of public hearings to be held by Planning & Zoning Commission and the City Council as denoted below:

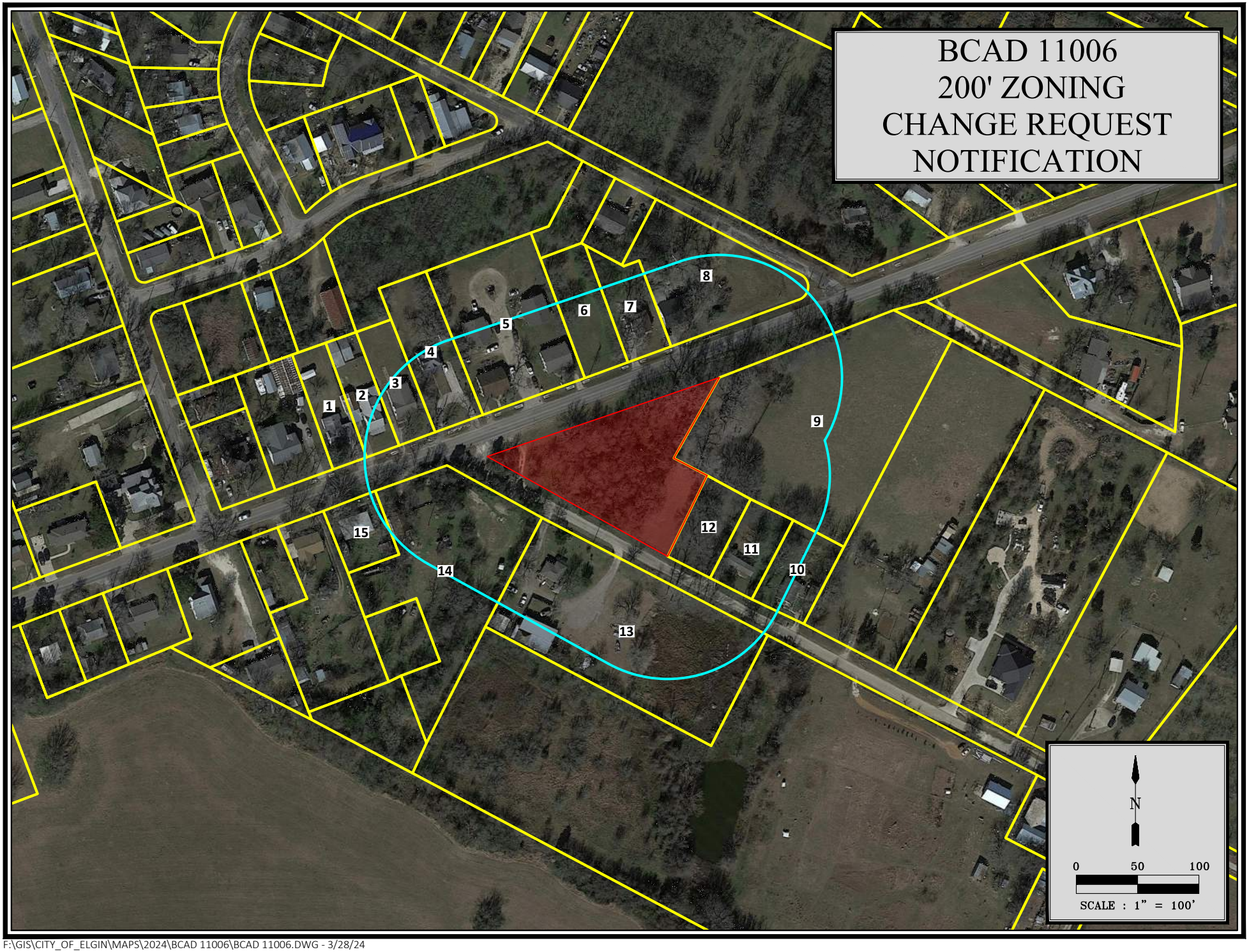
> Project #202400025: An ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map to wit: To rezoning from " R-1" Single Family Dwelling District to "R-2" Single Family and Duplex Dwelling District located on a parcel of land known by the Bastrop County Appraisal District as Parcel 11006, located at the corner of East 2nd Streed and Taylor Lane (Abstract 20 Christian, Thomas, Acres 0.4500).

Notice is given of public hearings to be held by the Planning & Zoning Commission on April 22, 2024 beginning at 6:30 P.M. Central Standard Time (CST) for a recommendation & City Council on May 7, 2024 beginning at 6:30 P.M. CST for a consideration. These meeting will be held at Elgin Public Library Annex (Civic Center) at 404 N. Main St. Elgin, TX, 78621, U.S.A. The public is welcome to attend and may give a public comment on this item. Any person may be represented by another person, neighbor, or attorney.

Any interested person may also express written comments by emailing the Development Services Department at planninganddevelopment@elgintexas.gov or by postal mail at the following:

City of Elgin
Development Services Department
P.O. Box 591
Elgin, TX 78621 U.S.A.

Requests for any additional information may be directed to planninganddevelopment@elgintexas.gov or to (512) 281-0119 or may be requested from the Development Services Department, Fleming Center, 802 N. Avenue C, Elgin, TX 78621 U.S.A. from 8:30 A.M – 4:00 P.M. Central Standard Time, Monday – Friday.



F:\GIS\CITY_OF_ELGIN\MAPS\2024\BCAD 11006\BCAD 11006.DWG - 3/28/24

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 5.012 ACRES OF LAND FROM "R-1" SINGLE FAMILY DISTRICT TO "PDD" PLANNED DEVELOPMENT DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 920526 LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 105.254 ACRE TRACT OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC LOCATED ON THE CORNER OF COUNTY LINE ROAD AND CARLSON LANE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration and action on an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Sec. 46-3, revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map (Rolling Meadows Rezoning from R-1 to PDD).

BACKGROUND:
See attached Staff Report

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

RECOMMENDATION:
The Planning and Zoning Commission provided input for this item at their March 25, 2023, meeting.

ATTACHMENTS:
1. Rolling Meadows Commercial Development PDD Ordinance
2. Rolling Meadows Staff Report
3. Application
4. Map showing location of Travis CAD Parcel #920526
5. Rolling Meadows Commercial PDD Document

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

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

ORDINANCE NO. 2024-05-07-____

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 5.012 ACRES OF LAND FROM "R-1" SINGLE FAMILY DISTRICT TO "PDD" PLANNED DEVELOPMENT DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 920526 LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 105.254 ACRE TRACT OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC LOCATED ON THE CORNER OF COUNTY LINE ROAD AND CARLSON LANE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from R-1 Single Family Dwelling District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its input, and

WHEREAS, the Planning and Zoning Commission held a workshop concerning the requested change on March 25, 2024, and

WHEREAS, the Planning and Zoning Commission has offered their input on the proposed change to the Official Zoning Map, and

WHEREAS, on May 7, 2024, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is classified as PDD Planned Development District.

II.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 7th day of May 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Exhibit A

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

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

September 5, 2017

TRACT 1

LEGAL DESCRIPTION: BEING A 5.012 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 105.254 ACRE TRACT OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC BY DEED RECORDED IN DOCUMENT #2017085788, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 5.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2017:

BEGINNING at a 1/2" iron rod with cap stamped "Brown & Gay" found on the westerly line of County Line Road at the intersection with the northerly line of Carlson Lane for the southeasterly corner hereof and said Elgin Rolling Meadows, LLC 105.254 acre tract;

THENCE N 63°09'59" W a distance of 660.90 feet along Carlson Lane to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the southwesterly corner hereof;

THENCE crossing said Elgin Rolling Meadows, LLC 105.254 acre tract, N 27°10'52" E a distance of 332.35 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northwest corner hereof and S 62°49'08" E a distance of 660.89 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set on the westerly line of County Line Road for the northeasterly corner hereof;

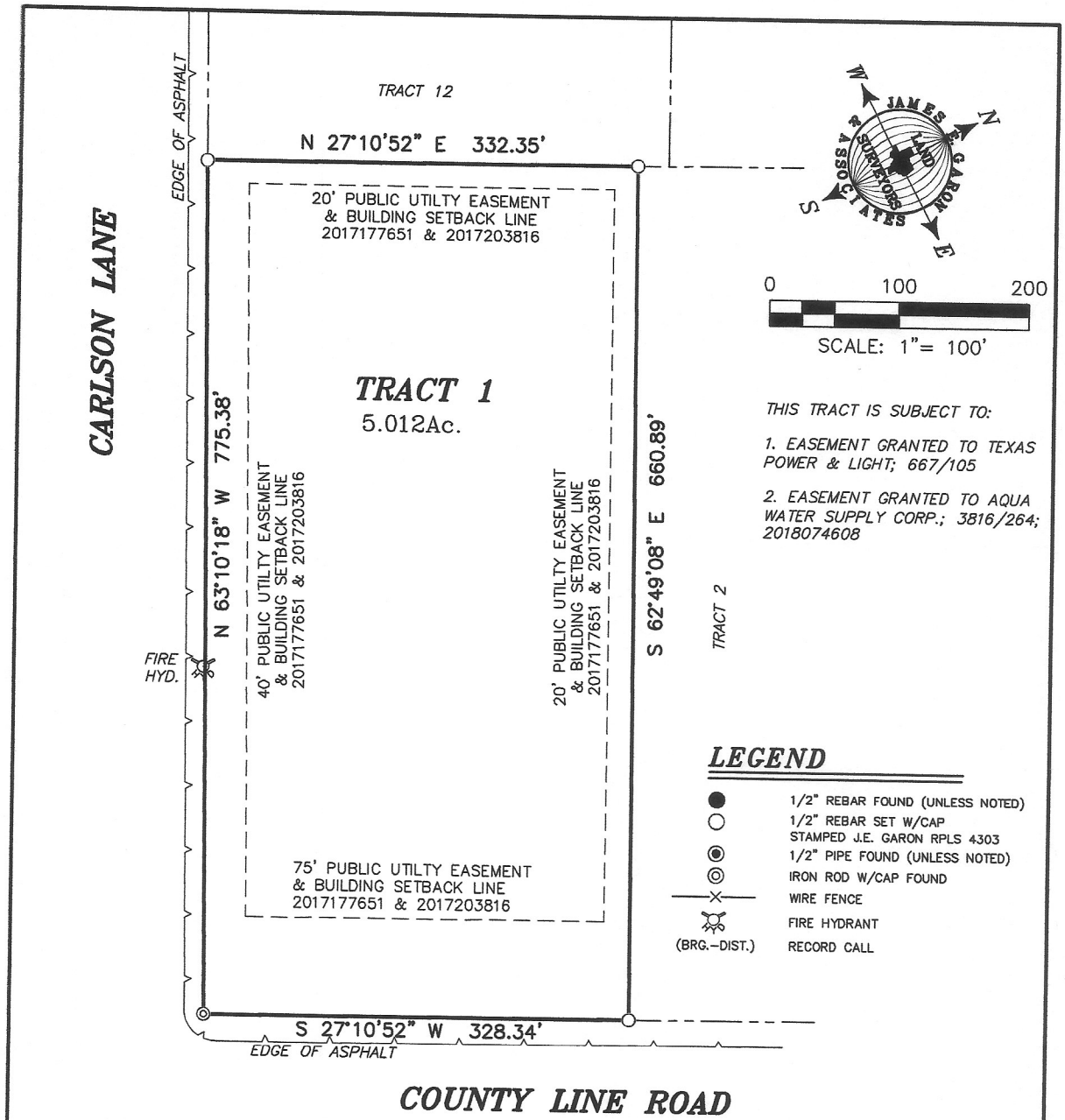
THENCE S 27°10'52" W a distance of 328.34 feet along said line to the **POINT OF BEGINNING,** containing 5.012 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor

co\Travis\sur\Henry Martin a518\53517-tr1

STATE OF TEXAS
REGISTERED
JAMES E. GARON
4303
PROFESSIONAL
LAND SURVEYOR



TO THE OWNERS, LIENHOLDERS AND AUSTIN TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY LOOD INSURANCE RATE MAP, PANEL NO. 48453C0510H, EFFECTIVE SEPTEMBER 26, 2008.

STATE OF TEXAS REGISTERED JAMES E. GARON 4303 PROFESSIONAL LAND SURVEYOR

JUNE 25, 2018

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

REFERENCE: ADOLFO CABRERA

G.F. NO.: AUT18005038

ADDRESS: COUNTY LINE ROAD

LEGAL DESCRIPTION: TRACT 1, 5.012 ACRES OUT OF HENRY MARTIN SURVEY, AB. 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC. RECORDED IN DOC. #2017085788, TRAVIS COUNTY, TEXAS

FIELD BOOK:

FILE: S:\Counties\Travis\Surveys\Henry Martin Sur A-518\53517\TITLE SURVEY\TR 1 & 12.dwg

© 2018 All Rights Reserved by James E. Garon & Associates
Use of this survey for any purposes other than this transaction is prohibited

Development Services Department

STAFF REPORT

Rezoning from R-1 to PDD

Project Number: 202400020

Date:	April 29, 2024
Applicant:	Adolfo & Martha Cabrera
Representative:	Samir Maredia
Hearing Dates:	Planning and Zoning Commission – March 25, 2024 City Council – May 7, 2024
Location:	TCAD Parcel 920526, located on the northwest corner of County Line Road and Carlson Lane

APPLICATION SUMMARY

Consideration of a Planned Development District Zoning Change on a 5.012-acre parcel of land in Travis County. The development will consist of a gas station, convenience store, medical office, and retail and/or restaurant uses.

DEPARTMENT COMMENTS

The Planning and Zoning Commission reviewed and discussed the proposed development plan and was in general agreement with the plan which sets parking standards, requires a masonry fence between the development and abutting residential uses, and right of way dedication of fifteen feet (15') along Carlson Lane twenty feet (20') along County Line Road.

ATTACHMENTS

1. Application
2. Map showing location of the area
3. Proposed PDD Ordinance
4. PDD Document

Elgin TEXAS perfectly situated...

PDD REZONING APPLICATION

Date: February 23, 2024 **New** X **Modification** ____

Modification of N/A

SITE INFORMATION

Project Address: 5.01 acres at the intersection of County Line Road and Carlson Lane

Parcel Identification Number (if no address): 920526

APPLICANT

Name: Samir Maredia

Postal Address: 5522 Jenolan Ridge Lane
Sugar Land, Texas 77479

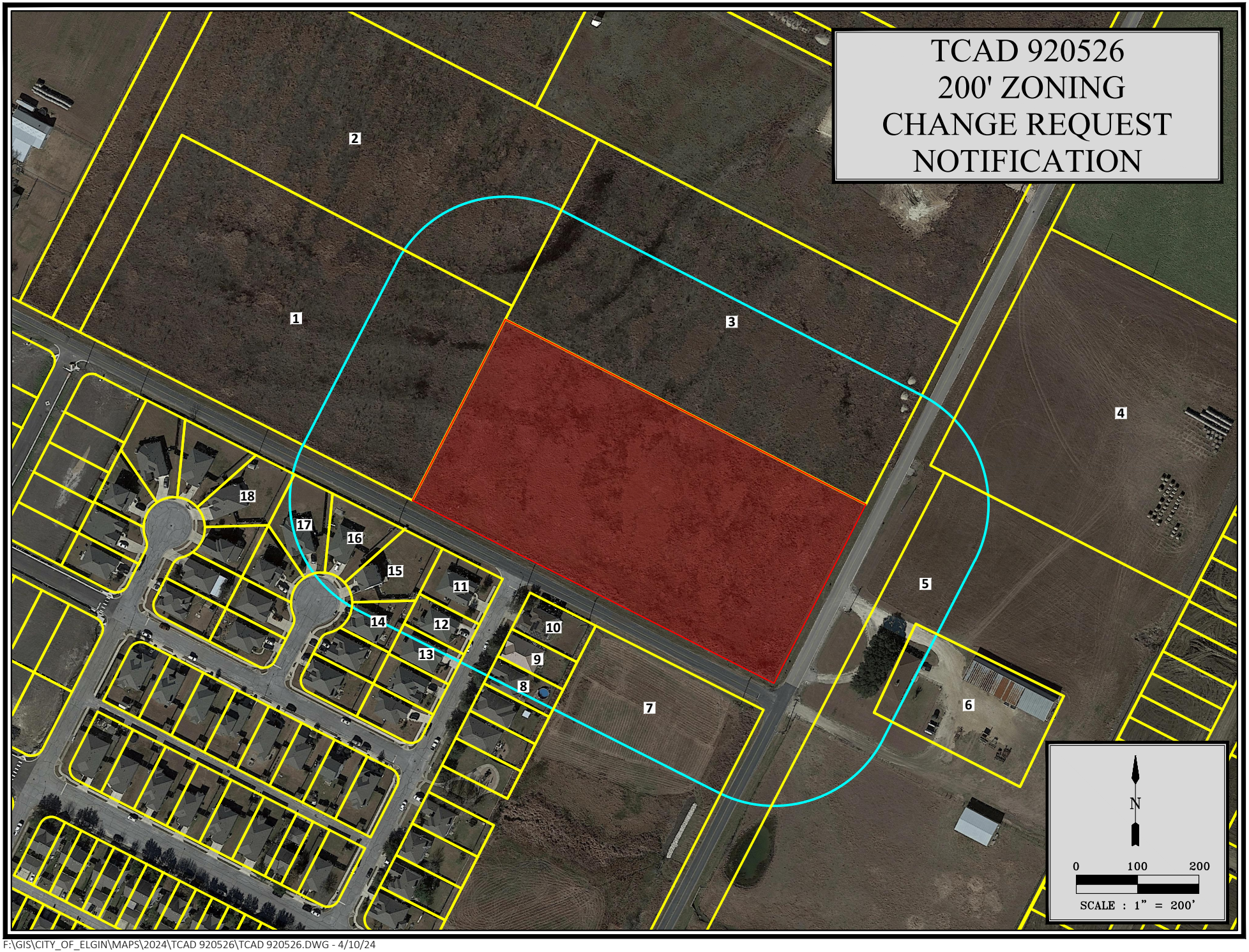
E-Mail Address: samirsmaredia@gmail.com; **Phone Number:** (832)713-4985

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

Signature	Printed Name	Date
	Samir Maredia	02/23/2024

Project Description:

The 5-acre commercial developed proposes a convenience store, five (5) gas pumps, retail and restaurant space, and medical office building(s). Please refer to concept plan.



F:\GIS\CITY_OF_ELGIN\MAPS\2024\TCAD 920526\TCAD 920526.DWG - 4/10/24

AGREEMENT AND DEVELOPMENT PLAN

ROLLING MEADOWS COMMERCIAL DEVELOPMENT

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and Adolfo and Martha A. Cabrera, its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 5.012 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on March 25th, 2024, the City's Planning and Zoning Commission provided input of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. ANNEXATION

The Property is within the Elgin City Limits and does not require annexation.

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4. ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Travis County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER	CITY OF ELGIN, TEXAS
Adolfo and Martha A. Cabrera 5804 Caroline Lane Austin, Texas 78724	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within three (3) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-1 Single Family Dwelling District.

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 5.012 acres of land, all of which is located within the City limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. This PDD serves to augment and/or modify the standards for development not otherwise achieved solely by the underlying base zoning district. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in **Exhibit "B"** attached hereto and incorporated herein. **Exhibit "B"** depicts the Development Plan for the property. **Exhibit "C"** depicts the "Concept Plan" for the entire parcel which depicts the physical layout and development standards listed in **Exhibit "B"**. A property owner's association governing the commercial properties will be developed before certificate of occupancy.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. DRIVEWAY ACCESS TO CARLSON LANE

The Owner agrees to position driveway access to Carlson Lane opposite the existing Gurney's Eagle Drive, as shown on **Exhibit "C"**. There will be no public streets within the development.

8. DRIVEWAY ACCESS TO COUNTY LINE ROAD

A primary private access drive will be provided from County Line Road, as shown on **Exhibit "C"**. There will be no public streets within the development. All driveways with direct access to County Line Road shall be governed by Travis County as required by State Law.

9. PARKLAND DEDICATION

The parkland dedication requirements for the Property shall be met in full by providing the following:

9.1 Parkland Fee in Lieu of Required

The Project will provide the City a in lieu fee of $90,000.00 for the development due prior to certificate of occupancy.

10. WATER AND WASTEWATER

10.1 Water Service

The Property is fully within Aqua Water Supply Corporation's (WSC) Zone 6 Service Area. Request and approval of water service for this Project shall be fully coordinated with Aqua WSC.

10.2 Sewer Service

The Property is fully within the City of Elgin's Sewer CCN Service Area. An offsite extension of the sanitary sewer lines is necessary to provide service to the site. The development shall be responsible for costs and extension of all infrastructure required to service the site.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

11.1 This development will be required to provide water quality. Water quality design shall follow current City of Elgin requirements. The City will allow for detention to be "stacked" on top of water quality storage.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

12.1 This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide connectivity to adjacent properties.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

13.1 Development Standards

The Project shall incorporate the Development Standards as shown on **Exhibit "B"** and **Exhibit "C".**

13.2 City Road Improvements

The City plans to construct widening improvements along Carlson Lane. As consideration for the future Carlson Lane construction, the Owner shall not be required to participate in any improvements to Carlson Lane or to pay any impact fees for any Carlson Lane improvements or other offsite road projects.

Carlson Lane Right-of-Way Dedication. Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of Carlson Lane along the entirety of the Property that abuts Carlson Lane. The right-of-way dedication shall not exceed fifteen-feet (15') in width and shall be dedicated prior to certificate of occupancy.

County Line Road Right-of-Way Dedication. Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of County Line Road along the entirety of the Property that abuts County Line Road. The right-of-way dedication shall not exceed twenty-feet (20') in width and shall be dedicated prior to certificate of occupancy.

13.3 Traffic Impact

As consideration for the future Carlson Lane construction, the Owner shall not be required to perform a Traffic Impact Analysis for the Project, subject a right turn lane be constructed as shown on **Exhibit "C"**.

13.4 Sidewalk Fee in Lieu

The Project shall not be required to construct sidewalks along Carlson Lane and County Line Road. The Owner shall fund future sidewalk construction. Fee in lieu funds shall be determined based on the City's approval of sidewalk design and layout, and cost estimate. Funds must be spent within ten (10) years, and any money not spent within this timeframe can be returned to the developer upon request.

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

14.2 Major Changes

All changes not permitted under section 14.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

14.3 Deed Restrictions and Creation of a Home Owner's Association

The Owner shall create a Condominium Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and Owners of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Travis County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern. City shall review any proposed changes for consistency.

Adolfo and Martha A. Cabrera
5804 Caroline Lane
Austin, Texas 78724

Adolfo and Martha A. Cabrera

By: Adolfo Cabrera
Adolfo Cabrera

Martha Cabrera
Martha A. Cabrera

CITY OF ELGIN

By: _____
Teresa Y. McShan, Mayor

ATTEST:
By: _____
Jennifer Stubbs, City Secretary

STATE OF TEXAS
Travis **COUNTY**

Sworn and subscribed before me this the 12 **day of** April **, 20**24 **by Adolfo Cabrera.**

SEAL

PHYLLIS WADE BROWN
Notary ID #7699519
My Commission Expires
October 18, 2026

_____
Signature of Notary

STATE OF TEXAS
Travis **COUNTY**

Sworn and subscribed before me this the 12 **day of** April **, 20**24 **by Martha A. Cabrera.**

SEAL

_____
Signature of Notary

PHYLLIS WADE BROWN
Notary ID #7699519
My Commission Expires
October 18, 2026

STATE OF TEXAS
_____ COUNTY

Sworn and subscribed before me this the ___ day of _____, 20___ by Teresa Y. McShan, Mayor, City of Elgin, Texas.

SEAL **_____**
Signature of Notary

STATE OF TEXAS
_____ COUNTY

Sworn and subscribed before me this the ___ day of _____, 20__ by Jennifer Stubbs, City of Elgin, Texas.

SEAL **_____**
Signature of Notary

LIST OF EXHIBITS

EXHIBIT "A" – Legal Description of the Property
EXHIBIT "B" – Development Standards
EXHIBIT "C" – Concept Plan

EXHIBIT A – "LEGAL DESCRIPTION OF THE PROPERTY"

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

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

September 5, 2017

TRACT 1

LEGAL DESCRIPTION: BEING A 5.012 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 105.254 ACRE TRACT OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC BY DEED RECORDED IN DOCUMENT #2017085788, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 5.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2017:

BEGINNING at a 1/2" iron rod with cap stamped "Brown & Gay" found on the westerly line of County Line Road at the intersection with the northerly line of Carlson Lane for the southeasterly corner hereof and said Elgin Rolling Meadows, LLC 105.254 acre tract;

THENCE N 63°09'59" W a distance of 660.90 feet along Carlson Lane to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the southwesterly corner hereof;

THENCE crossing said Elgin Rolling Meadows, LLC 105.254 acre tract, N 27°10'52" E a distance of 332.35 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northwest corner hereof and S 62°49'08" E a distance of 660.89 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set on the westerly line of County Line Road for the northeasterly corner hereof;

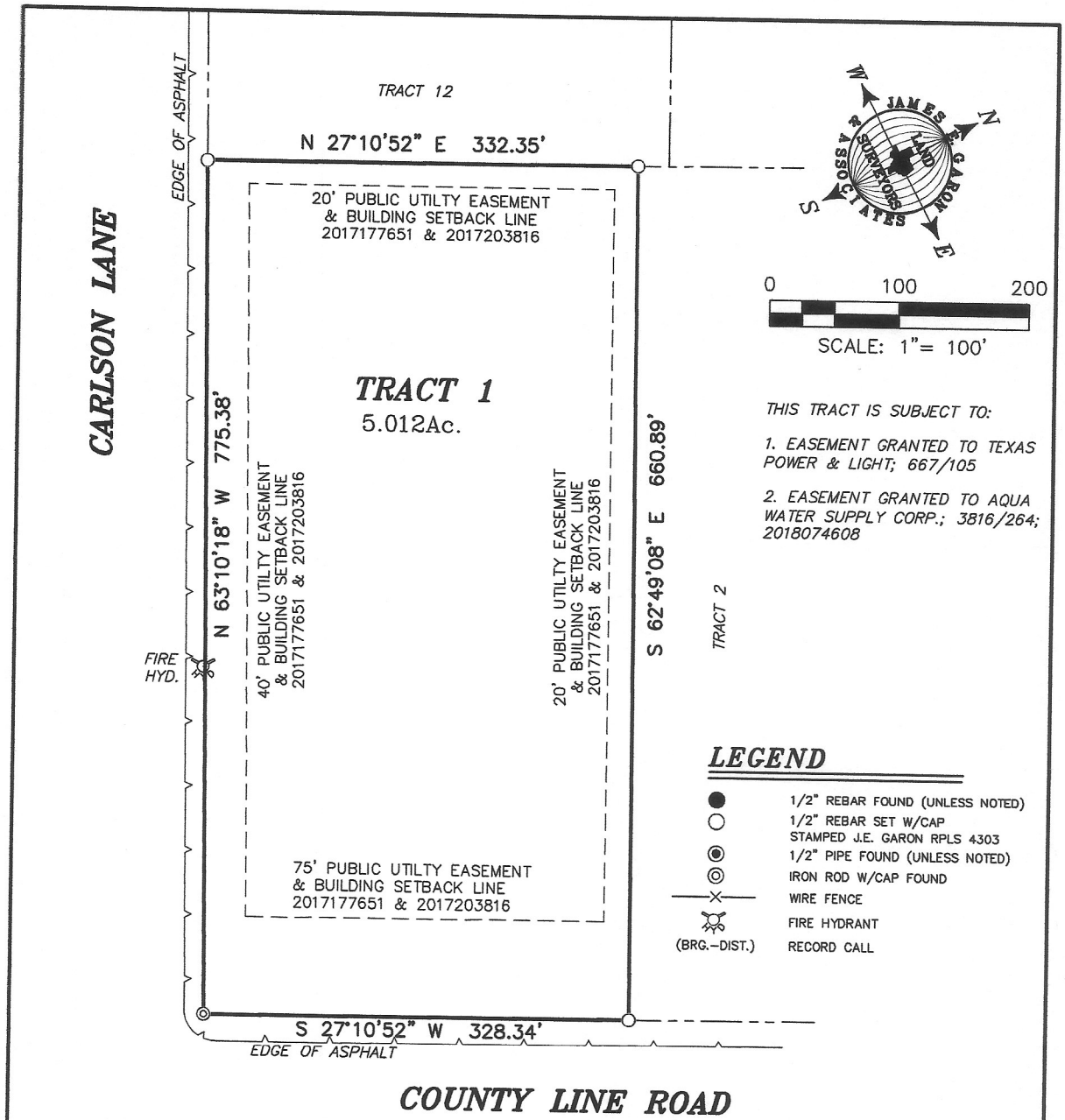
THENCE S 27°10'52" W a distance of 328.34 feet along said line to the **POINT OF BEGINNING,** containing 5.012 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor

co\Travis\sur\Henry Martin a518\53517-tr1

STATE OF TEXAS
REGISTERED
JAMES E. GARON
4303
PROFESSIONAL
LAND SURVEYOR



TO THE OWNERS, LIENHOLDERS AND AUSTIN TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY LOOD INSURANCE RATE MAP, PANEL NO. 48453C0510H, EFFECTIVE SEPTEMBER 26, 2008.

STATE OF TEXAS REGISTERED JAMES E. GARON 4303 PROFESSIONAL LAND SURVEYOR

JUNE 25, 2018

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

REFERENCE: ADOLFO CABRERA

G.F. NO.: AUT18005038

ADDRESS: COUNTY LINE ROAD

LEGAL DESCRIPTION: TRACT 1, 5.012 ACRES OUT OF HENRY MARTIN SURVEY, AB. 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC. RECORDED IN DOC. #2017085788, TRAVIS COUNTY, TEXAS

FIELD BOOK:

FILE: S:\Counties\Travis\Surveys\Henry Martin Sur A-518\53517\TITLE SURVEY\TR 1 & 12.dwg

© 2018 All Rights Reserved by James E. Garon & Associates
Use of this survey for any purposes other than this transaction is prohibited

EXHIBIT B – "DEVELOPMENT STANDARDS"

1. Standards for Land Uses

Proposed land uses shall include gas station, convenience store, medical office, and retail and/or restaurant uses.

A building used for any of the C-2 permitted uses may not have more than 40% of its floor area devoted to purposed incidental to the primary use.

2. Basic Building Standards

Setbacks:
Front: 25'
Side: 10'
Rear: 10'

Height Regulations:
No building in the C-2 General Commercial District shall exceed 50 feet in height. (Sec. 46-392)

Easements:
A minimum 10-foot public utility easement (PUE) shall be provided along all public street frontages.

Right of Way Dedication:
Right of Way (ROW) dedication of 15 feet will be required along Carlson Lane.
ROW dedication of 20 feet will be required along County Line Road.

3. Site Standards

Minimum on-site parking and loading standards:

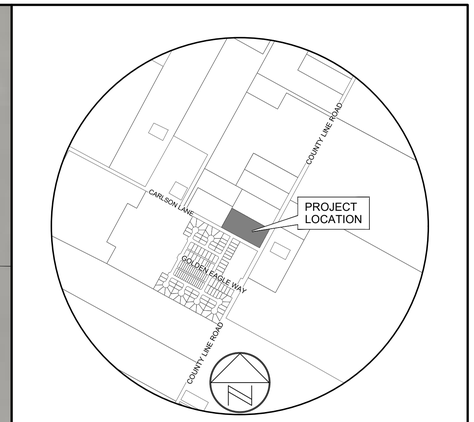
Land Use	Minimum Parking
Restaurant	1 space / 100 SF
Retail	1 space / 200 SF
Medical Office	1 space / 200 SF

A landscaped end island with a minimum of ten (10) feet from back of curb to back of curb shall be provided at the terminus of each parking bay. (Sec. 44-81)

A median island, peninsula or landscape island with a minimum width of ten (10) feet from back of curb to back of curb shall be sited between every 12 single parking bays and along primary internal and external access drives. (Sec. 44-81)

Screening and landscaping:
In all cases when a side or rear yard of a commercial or industrial use is adjacent to a residential use, a wall of not less than six (6) feet shall be constructed of brick, stone, masonry, fencecrete, or other cementitious material along that property line. (Sec. 46-542)

EXHIBIT C – "CONCEPT PLAN"



LOCATION MAP
(N.T.S.)

Rolling Meadows Commercial Development - Site Calculation Summary
Carlson Lane & County Line Road, Elgin, Texas 78621

Site Area	=	5.012	Ac.		
ROW Dedication	=	0.371	Ac.		
Net (Resultant) Site Area	=	4.641	Ac.		
Land Use Summary					
Zoning	=	PDD			
Proposed Use	=	C-Store / Gas Station, Restaurant, Retail, & Medical Office			
Existing Use	=	Vacant			
Side Setback	=	25	FT		
Rear Setback	=	10	FT		
Front Setback	=	25	FT		
Maximum Bldg Height	=	50	FT		
Impervious Cover Summary					
				% Lot Area	
Total Imp Cover	=	**3.386**	**Ac.**	**73.0%**	**147,491 SF**
Total Bldg Coverage	=	0.735	Ac.	**15.8%**	32,030 SF
Total Parking/Drives	=	2.476	Ac.	**53.4%**	107,873 SF
Total Walks/Decks	=	0.163	Ac.	**3.5%**	7,088 SF
Total Transformers/Condensors/Misc.	=	0.011	Ac.	**0.2%**	500 SF

Building Summary

		Height		GFA	No. of Each
RESTAURANT / RETAIL	=	20'	(1-story)	3,000 SF	1
C-STORE / RETAIL	=	20'	(1-story)	4,030 SF	1
MEDICAL OFFICE	=	20'	(1-story)	25,000 SF	1
			Total =	32,030 SF (GFA)	

Parking Summary

Required Parking

Land Use	Area (SF)	Space / SF	Total Req'd Off Street Spaces
RESTAURANT	1,500	1 per 100	15
RETAIL	5,530	1 per 200	28
MEDICAL OFFICE	25,000	1 per 200	125

Required Parking (Total) = **168 Spaces**

Provided Parking		Standard	Accessible	Van Accessible	**Total**
Surface Spaces	=	197	9	3	**209**
Total Provided Parking	=	**209**	**Spaces**	(>=168 Required Spaces)	

Landscape Summary					
Total Site Area	=	5.012	Ac.		
Total Landscaped Area Req'd	=	0.752	Ac.	15.0%	32,748 SF
Total Landscaped Area Provided	=	0.380	Ac.	7.6%	16,573 SF

LEGAL DESCRIPTION

TRACT 1, 5.012 ACRES OUT OF HENRY MARTIN SURVEY, AB. 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LAND CONVEYED TO ELGIN ROLLING MEADOWS, LLC. RECORDED IN DOC. #2017085788, TRAVIS COUNTY, TEXAS.

FLOODPLAIN NOTE

NO PORTION OF THE PROPOSED SITE AREA LIES WITHIN A FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN ON MAP NO. 48453C0510H AND 48453C0320H DATED SEPTEMBER 26, 2008.

40 20 0 40 80
SCALE IN FEET

This document is released for the purpose of interim review under the authority of Charles R. Hager V, P.E. #127034 on March 21, 2024 and is not to be used for construction, bidding, or permit purposes.

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

ROLLING MEADOWS
COMMERCIAL DEVELOPMENT

CONCEPT PLAN

MARCH 21, 2024

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT AND DEVELOPMENT AGREEMENT WITH QUALICO DEVELOPMENTS (U.S.) INC. AND TRAIDA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution approving and authorizing a Consent and Development agreement between the City and Qualico Developments (U.S.) Inc. and Triada Municipal Utility District ("MUD").

BACKGROUND:
Qalico Developments (U.S.) Inc. and Triada Municipal Utility District own approximately 271.82 acres of located in the City of Elgin Extraterritorial Jurisdiction (ETJ) and intends to develop said property as a master-planned mixed use residential community that will include Public Safety Service uses and park and recreation facilities to serve the district.
Following a comprehensive due diligence process, staff is now recommending a Consent and Development Agreement, which shall be binding upon both parties and the associated Triada MUD.
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 Triada MUD and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encouraging 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 Resolution approving and authorizing a Consent and Development Agreement between the City and Qualico Developments (U.S.) Inc. and Triada Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS:
1. Triada DA Resolution
2. Triada Development Agreement - Signed by Qualico 4.22.2024
3. TRIADA CONSENT & DEVELOPMENT EXHIBIT

{} 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. 2024-05-07-___

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A CONSENT AND DEVELOPMENT AGREEMENT WITH QUALICO DEVELOPMENTS (U.S.) INC., AND TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, Qualico Developments (U.S.) Inc., a Delaware Corporation ("Qualico") owners and developers of the proposed Triada Municipal Utility District currently owns approximately 271.82 acres of land located in the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District intends to develop said property as a master-planned, mixed-use development that will include Public Safety Service uses along with park and recreational facilities to serve the district; and,

WHEREAS, the city staff is now recommending authorization of a Consent and Development Agreement, that shall be binding upon Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Consent and Development Agreement with Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District will further the public interest and welfare and is necessary to promote opportunities for much needed new affordable housing.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute the *Consent and Development Agreement with Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada 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 7th day of May 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT
(Triada)

THE STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS:**
COUNTY OF TRAVIS	§	

THIS DEVELOPMENT AND CONSENT AGREEMENT ("*Agreement*") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Travis County, Texas, and **QUALICO DEVELOPMENTS (U.S.) INC.**, a Delaware Corporation ("*Developer*"). **TRIADA MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district of the State of Texas (the "*District*") to be created will join this Agreement as set forth below and, after such joinder, shall become a party to this Agreement. In this Agreement, the City, District and Developer are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

INTRODUCTION

WHEREAS, the Developer currently owns or has under contract to purchase approximately 271.82 acres of land that is more particularly described in **Exhibit "A"** attached hereto (the "*Property*"), a portion of which is currently located in the corporate boundaries of the City and the remainder of which is located in the extraterritorial jurisdiction of the City;

WHEREAS, the Developer intends to develop the Property as a master-planned, mixed use development that will include Public Safety Service uses along with park and recreational facilities to serve the community (the "*Project*"). Because the Property constitutes a significant area and the Project will be developed in phases under a master development plan, the Developer and the City desire to enter into this Agreement, which will provide an alternative to the City's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

WHEREAS, the Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit "B"**, attached hereto and made a part hereof ("*Joinder Agreement*"). The District shall execute such Joinder Agreement at the time of its organizational meeting.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

I.
DEFINITIONS

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

1.01 "Agreement" means this Development and Consent Agreement between the City, Developer, and, upon joinder, the District.

1.02 "Applicable Rules" means the City's or County's rules and regulations applicable to the Project, subject to any variances or exceptions approved in or pursuant to this Agreement.

1.03 "Aqua" means Aqua Water Supply Corporation.

1.04 "Water CCN" means certificate of convenience and necessity for water service.

1.05 "CCN Release Fee" means the payment to Aqua in order to release the Property from Aqua's Water CCN service territory.

1.06 "City" means the City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas, with extraterritorial jurisdiction extending into Bastrop and Travis Counties, Texas.

1.07 "City Manager" means the City Manager of the City.

1.08 "Commission" or "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

1.09 "Concept Plan" means the concept plan for development of the Property that is attached as **Exhibit "C"**.

1.10 "Consent Resolution" means the form of Consent Resolution attached as **Exhibit "F"** to be adopted by the City Council simultaneously with the approval of this Agreement consenting to the inclusion of the Property into the District.

1.11 "County" means Travis County, Texas.

1.12 "Developer" means Qualico Developments (U.S.), Inc., or its successors and assigns under this Agreement.

1.13 "District" means Triada Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.

1.14 "Eagle's Landing Phase 5" means a portion of the Property consisting of approximately 34.715 acre tract of land owned by Developer, locally known as Eagle's Landing Phase 5 and more particularly described in **Exhibit "D"**, that is currently located within the City's municipal boundaries pursuant to adopted Ordinance No. 2022-07-05-22, recorded as Document No. 2022124697 of the Real Property Records of Travis County, Texas.

1.15 "On-Site Interceptor Line" means the wastewater improvements that will connect the Project to the City's Wastewater System, generally consisting of approximately 5,067 linear feet of 8-inch wastewater gravity line and 151 lineal feet of 12" improvements and related appurtenances that would extend from the City's existing wastewater facilities (planned or actual) located on the south side of FM 1100, extending to the northern boundary of the Property, but which does not include any portion of the 8" collection lines lying within the Property, as more particularly described and depicted in **Exhibit "E-3"** attached hereto.

1.16 "Effective Date" means the last date of execution of this Agreement by the City and Developer.

1.17 "Public Safety Services Site" shall have the meaning set forth in Section 7.03 of this Agreement.

1.18 "Living Unit Equivalent" or "LUE" means the capacity necessary to serve a single-family residential connection or its equivalent.

1.19 "WWTP #2" means wastewater treatment plant No. 2 to be constructed by the City.

1.20 "Off-Site Water Transmission Line Improvements" means the 12 inch off-site water transmission line improvements to connect the Property to the City's water system, as more particularly described in **Exhibit "E-1"** attached hereto.

1.21 "Off-Site Wastewater Conveyance Line Improvements" means the 12-inch diameter off-site wastewater conveyance line improvements to connect the Elm Creek Lift Station to the City's New WWTP, as more particularly described in **Exhibit "E-2"**, attached hereto, City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022

1.22 "On-Site Facilities" means all water, wastewater and drainage facilities internal to the Property that are necessary for providing service throughout the Property, specifically excluding the Interceptor Line.

1.23 "Petition" means the Developer's request to the City for consent to creation of, and inclusion of the Property within, the District.

1.24 "Project" shall have the meaning set forth in the Recitals of this Agreement and further described in Section 3.01.

1.25 "Property" means the approximate 271.82-acre tract of real property more particularly described in **Exhibit "A"** attached hereto, which includes Eagle's Landing Phase 5.

1.26 "Strategic Partnership Agreement" means the Strategic Partnership Agreement to be entered into by the City and the District.

1.27 "Wholesale Wastewater Services Agreement" means the Wholesale Wastewater Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale wastewater services to the District.

1.28 "Wholesale Water Services Agreement" means the Wholesale Water Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale water services to the District.

II.
CREATION OF DISTRICT AND RELATED MATTERS

2.01 **Consent to Creation of District.** The City acknowledges receipt of the Petition, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit "F"** consenting to the inclusion of all of the Property within the proposed District, and the creation of the

District (the "*Consent Resolution*"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

2.02 Eagle's Landing Phase 5. It is understood that all or a portion of the Eagle's Landing Phase 5 may be covered by that certain Agreement and Development Plan dated August 9, 2022 and recorded as Document No. 2022169949 of the Official Public Records of Travis County, Texas ("*PDD Agreement*"). The City agrees to take any and all necessary steps to de-annex Eagle's Landing Phase 5 from the City's jurisdiction and to fully cooperate in securing the complete release of the PDD Agreement and any associated development agreements, including executing any documents to that effect. By adoption of the Consent Resolution, the City agrees that the Eagle's Landing Phase 5 may be included within the District either at the time of its creation or by subsequent annexation, and that no further City consent to the annexation will be required; however, the City agrees to provide a resolution evidencing such consent if requested to do so by the Developer or by the District.

2.03 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs.

2.04 Bonds. The District may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Section 54.234 of the Texas Water Code. The District may also issue bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

2.05 Joinder of Agreement by District. At its organizational meeting, the District's Board of Directors shall approve and join this Agreement by execution of the Joinder Agreement in the form attached hereto as **Exhibit "B"**, and return a fully executed, certified copy of the Joinder Agreement to the City Manager and Developer within thirty (30) days after the meeting.

III.
PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

3.01 Project Description. The Developer proposes to construct a master-planned, mixed-use, multi-phased project on the Property (the "Development") that is projected to include approximately 875 single family residential units and two (2) community or civic sites for a total of 934 living unit equivalents ("*LUEs*") of water and 909 living unit equivalents *("LUEs")* of wastewater. Not less than seventy-seven (77) acres of the Property shall be developed as a public sports complex, amenity parkland/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and passive and active use facilities (see Section 3.04); (ii) approximately 1.5 acres to be dedicated to the City & 1.1-acres to be dedicated to Aqua Water Supply Corporation for public safety services and an elevated water storage tank and appurtenances, both of which will share access driveways off of Triada Boulevard and FM 1100 and (iii) approximately 15.3 acres of land to be for the purpose of a multi-sports recreational complex, and (iv) approximately 3.8 miles of hike and bike trails. Developer shall construct the sports complex, amenity area, trail and recreational improvements in phases as subdivision platting and development of the Property progresses, and there shall be no minimum park, open space or recreational requirement in each individual subdivision phase.

3.02 School Contribution. Developer agrees to pay to the City payment in an amount equal to $200 per single family lot platted within the Property to be used by the City for the benefit of the independent school district serving the Property. Payment shall be made prior to, and as a condition of, recording each subdivision plat within the Official Public Records of the County. In each case, the payment amount shall be equal to the $200 multiplied by the number of single family lots in the subdivision plat to be recorded.

3.03 Developer's Road Construction Obligations.

(a) Transportation Improvements. Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Project, particularly as it relates to the impact on FM 1100 & County Line Road. The TIA will consider impacts of the entire Project based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any off-site transportation improvements not identified by the TIA as it deems warranted and appropriate. It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Project. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Project on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Project necessitates such improvements as set forth in the TIA. Any determination of such proportionate share responsibilities must be consistent with the requirements of applicable law.

(b) The Parties agree that streets will be required to serve the Project. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Project that are necessary to serve the Project. The District will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located therein for operation and maintenance, upon construction and dedication by the Developer. The provisions of this Section do not apply to the major arterial roadway between Carlson Lane and FM 1100.

(c) Carlson Lane Right-of-Way Dedication. Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of Carlson Lane Road along the entirety of the Property that abuts Carlson Lane Road. The right-of-way dedication shall not exceed ten-feet (10') in width, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(d) FM 1100 Right-of-Way Dedication. Developer will dedicate public right-of-way to TxDOT for the expansion of FM 1100 along the entirety of the Property that abuts FM 1100. The right-of-way dedication shall not exceed fifteen-feet (15'), except in areas of deceleration lanes, which may require an additional six-feet (6') in width and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(e) The Developer shall have no obligation to fund or construct any road improvements other than those required by the approved TIA, and the internal streets that serve the Project.

(f) The Developer shall design and construct the major arterial roadway improvements located between FM 1100 and Carlson Lane and Sharecropper Drive access to Homestead 1 to City of Elgin criteria. The City of Elgin shall inspect all infrastructure and street improvements at the time of installation. Upon completion, the City will inspect the improvements and issue a punch list, which the Developer will complete to the satisfaction of the City of Elgin. The City will accept the improvements and become responsible for maintenance of the improvements.

3.04 Swimming Pool and Recreational Amenities. As part of the Project, Developer shall fund and construct a swimming pool and recreational center amenity complex on approximately 6.4 acres of land within the Property. Construction level plans have not been drawn for this facility, but Developer anticipates the following passive and active uses as part of the private recreational facilities, which is subject to change: a fitness facility, resort-style pool with a water slide and a shallow ledge for loungers, a playscape with an overhead shade structure for the young kids, two half-court basketball courts, a zip line, a dog park and tent camping spaces along the open space trails that can be reserved by residents. Upon completion of construction, the Developer may convey the facilities to the District or to a homeowners' association for ownership, operation and maintenance. Private lands and facilities conveyed to a homeowners association do not count towards the City's parklands dedication requirement.

3.05 Master Development Fee

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development fee in an amount equal to $1,487,500 (the "*Master Development Fee*"), to be payable partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 3.05(c) below. The District, however shall not be obliged to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible. As more particularly provided in Section 4.03 below, an increase in the number of housing units in the Project may increase the Master Development Fee.

(b) Master Development Fee Payments. The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each

successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances of timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

(c) Advance Payments. The initial $300,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of $100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent $100,000 payments shall be due and owing on the same day of each year thereafter. Each $100,000 payment shall be credited against the Master Development Fee. These advance payments shall be in place of the initial $300.000 payments that would be made out of bond proceeds. such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection 3.05(b) on the initial $3,000,000 of bond reimbursements received by Developer.

3.06 Water Service. The City shall be the wholesale water service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the water system located outside the boundaries of the District. The rates charged by the City for wholesale water service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into the Wholesale Water Services Agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale water utility services to the District sufficient to serve the lands uses shown on the Concept Plan, and shall specifically provide for wholesale water service to be furnished to the District as necessary to meet demands within the District as buildout progresses as designed by CBD Engineering, which calculate the line size required to serve the District as a 12". CBD's design includes the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the water rates pursuant to 13.043, Texas Water Code.

(b) The City will provide wholesale potable water, or shall contract for the use of potable water, to the District, which will provide retail water service to the residents within the District. The City will maintain an adequate water production capacity at all times to serve residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) If necessary, Developer will provide easements within the area of the District for all City master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District water flows. In the event water mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developer and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Water Services Agreement may include other standard terms contained in City wholesale water service agreements that are not in conflict with the terms set forth above.

(d.) Developer may pursue the installation of one (1) water well on the property to specifically be used to provide make up water the pond in the center of the property. There shall be no other potable or non-potable uses of this water.

3.07 Off-Site Water Transmission Line Improvements.

(a) The Off-Site Water Transmission Line Improvements are required for the City to commence the provision wholesale water services to the District. The Off-Site Water Transmission Line Improvements shall be constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In consideration of the design, permitting and construction of the Off-Site Water Transmission Line Improvements, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 934 LUEs of capacity in the Off-Site Water Transmission Line Improvements. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Off-Site Water Transmission Line Improvements as permitted by applicable law.

(c) Upon completion of Off-Site Water Transmission Line Improvements by Developer on behalf of the District, (a) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide wholesale service to the District as provided in this Agreement and the Wholesale Water Services Agreement; (ii) a reservation of necessary capacity as stated above in those facilities for the benefit of the District; and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City, which approvals shall be based on the standards in effect as of the Effective Date of this Agreement. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide wholesale water service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities.

(d) In the event the City requires Developer to oversize the Off-Site Water Transmission Line Improvements or any internal water transmission and distribution lines, the City shall fund all such oversizing costs based on the incremental costs of construction of the oversized facilities relative to facilities that would be required for service to the Project only. The oversizing costs shall be determined by alternate bidding of facilities to identify the incremental oversizing costs. The City shall pay Developer for the oversizing costs within thirty (30) days after acceptance of the Off-Site Transmission Line Improvements or oversized internal water transmission and distribution lines (if any), as applicable, by all parties whose acceptance is required.

(e) **Impact Fee & Tap Fee Costs.**

(i) In consideration for Developer's cost participation in the payment Off-Site Water Transmission Lines as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which

the initial final plat of a portion of the Property is approved by the City, the water impact fee and the water tap fee payable to the City for each LUE of water service to the Project will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the water impact fee and/or the water tap fee in effect at the time of City approval of the final plat of the portion of the Property to which such LUEs of water service relate, whichever is less. The water impact fee paid for each new single family residential water connection to the District's water system (that is not credited) shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known.

3.08 Wastewater Service. The City shall be the wholesale wastewater service provider to the District pursuant to the Wholesale Wastewater Services Agreement. As wholesale service provider, the City shall operate, maintain, and repair all components of the wastewater system located outside the boundaries of the District. The rates charged by the City for wholesale wastewater service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into the Wholesale Wastewater Services Agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the lands uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to 13.043, Texas Water Code.

(b) The City will receive, treat, and dispose of, or shall contract for the treatment and disposal of, all sewerage generated by residents within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in the City's wastewater utility system as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements with the area of the District for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developer and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Wastewater Services Agreement may include other standard terms contained in City wholesale wastewater service agreements that are not in conflict with the terms set forth above.

(e) <u>Impact Fees & Tap Fees</u>.

(i) In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Conveyance Line as described in this Agreement, the

Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

3.09 On-site Wastewater Interceptor Line.

(a) The On-Site Interceptor Line as shown in **Exhibit "E-3"** is required for the City to provide wholesale wastewater services to the District. The Interceptor shall be funded and constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In consideration of the design, permitting and construction of the On-Site Interceptor Line, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 909 LUEs of capacity in the Interceptor as it leaves the property. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Interceptor as permitted by applicable law.

(c) Upon completion of construction of On-Site Interceptor Line by Developer on behalf of the District, (a) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide wholesale service to the District as provided in this Agreement; (ii) a reservation of all capacity in those facilities for the benefit of the District; and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City, which approvals shall be based on the standards in effect as of the Effective Date of this Agreement. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide wholesale wastewater service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities.

(d) In the event the City requires Developer to oversize any On-Site Interceptor Line or internal collection system facilities in excess of the capacity required for service to the Property, the City shall reimburse all such oversizing costs based on the incremental costs of construction of the oversized facilities relative to facilities that would be required for service to the Property only. When practicable, the oversizing costs shall be determined by alternate bidding of facilities to identify the incremental oversizing costs. The City shall reimburse the Developer for the incremental oversizing costs within thirty (30) days after acceptance by the City of the oversized facility.

WWTP #2.

(e) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("*WWTP #2*"). The Parties anticipate that WWTP #2 will be sized and built to dispose of 2.0MGD of wastewater generated by future developments in the City of Elgin, including the Project. In the interim, the Parties agree that the City will accept all wastewater generated from the Project at the City's current wastewater facilities. The Parties further agree that once WWTP #2 is constructed and in service that all District wastewater flow shall be

diverted by the City in a timely fashion to WWTP #2. The Parties further agree that once WWTP #2 is constructed and in operation, neither the Developer nor the District shall be responsible for the costs of modifying the City's wastewater system to divert and convey the wastewater flow generated from the Project to WWTP #2 with the exception of the Off-Site Wastewater Line Improvements.

(f) The Developer on behalf of the District will pay a pro-rata share of all costs associated with the construction of WWTP #2, Off-Site Wastewater Conveyance Line, and all related appurtenances. Provided, however that the City shall bear the responsibility of the actual design, permitting and construction of WWTP #2 and Off-Site Wastewater Conveyance Line. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the Developer and/or District in acquiring the land or easement rights necessary for the Interceptor Line.

(g) WWTP #2 Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum, regarding City of Elgin Wastewater Treatment Plant No. 2, dated September 7, 2022 from TRC Engineers, Inc., it is estimated that the required WWTP capacity to serve the Project at full build-out will be 0.2227 MGD. The 0.2227 MGD is the pro rata share of the WWTP attributable to the Project and payable by the Developer and/or District.

(h) Off-Site Wastewater Conveyance Line Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum by CBD (Developer's Engineer) **(Exhibit "E")**, it is estimated that the required Off-Site Wastewater Conveyance Line capacity to serve the Development at full build-out will be the equivalent of a 12-inch diameter line. The costs associated with a 12-inch line is the pro rata share of the Off-Site Wastewater Conveyance Line attributable to the Development and payable by the Developer and/or the District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 2,640 linear feet.

(i) The Developer and/or the District will participate in the pro-rata costs of the New WWTP. This will include costs associated with the design, land acquisition, permitting and construction of the new WWTP. The District and/or Developer is also responsible for all costs for the Off-Site Wastewater Conveyance Line, and the costs of the associated easements for the lines. Provided, however should the City wish to size the On-Site Interceptor Line and/or Off-Site Wastewater Conveyance Line larger than the required size as shown by the Wastewater Recommendation Memorandum by CBD Engineering, the City will pay the difference in sizing.

(j) Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct WWTP #2, Off-Site Wastewater Conveyance Line Improvements, and the On-Site Interceptor Line with capacity to serve 2.0 MGD regional wastewater conveyance and treatment needs. All additional costs to construct WWTP #2 with capacity over 0.2227 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.2227 MGD in WWTP #2 will be reserved for and allocated to the District or Developer on behalf of the District.

(k) The Developer's portion of the costs for WWTP #2 and Off-Site Wastewater Conveyance Line construction shall be paid within 30 days of receiving an approved pay application from the City or as described in an escrow agreement entered into by the Developer and the City. The Developer, on behalf of

the District, shall keep an escrow account or letter of credit or other security in an amount reasonably determined by the Parties to be sufficient to guarantee payment of its pro-rata share during construction. If the Developer posts a letter of credit in an amount and from a financial institution approved by the City, then the City agrees that Developer may pay for its pro rata share of costs of WWTP #2 and Off-Site Wastewater Conveyance Line on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to allow reduction of the amount of the letter of credit from time to time as requested by Developer such that remaining amount of the letter of credit reflects Developer's pro-rata share of the remaining costs of WWTP #2 and Off-Site Wastewater Conveyance Line.

(l) WWTP #2 Plans. WWTP #2 will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for WWTP #2 (the "*WWTP #2 Plans*"), the City Engineer will submit a set of WWTP #2 Plans to the Developer and, if fully created at the times WWTP #2 Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review WWTP #2 Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve WWTP #2 Plans or provide written comments within this thirty (30)-day period, WWTP #2 Plans will be deemed approved by the party failing to respond. No changes that would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to WWTP #2 Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(m) Off-Site Wastewater Conveyance Line Plans. The Off-Site Wastewater Conveyance Line will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for the Off-Site Wastewater Conveyance Lien (the "*Off-Site Wastewater Conveyance Line Plans*"), the City Engineer will submit a set of the Off-Site Wastewater Conveyance Line Plans to the Developer and, if fully created at the times the Off-Site Wastewater Conveyance Line Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the Off-Site Wastewater Conveyance Line Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve the Off-Site Wastewater Conveyance Line Plans or provide written comments within this thirty (30) day period, the Off-Site Conveyance Line Plans will be deemed approved by the party failing to respond. No changes what would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to the Off-Site Wastewater Conveyance Line Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost of the design when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(n) Commencement of Construction on WWTP #2. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of WWTP #2 no later than when the District or Developer on behalf of the District awards a construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the permanent New

WWTP being available to the Property and any delays in completion of WWTP #2 shall not alter the City's obligation to furnish wholesale wastewater service to the District.

(o) Commencement of Construction on Off-Site Wastewater Conveyance Line. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of the Off-Site Wastewater Conveyance Line no later than when the District or Developer on behalf of the District awards a construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the Off-Site Wastewater Conveyance Line being available to the Property and any delays in completion of the Off-Site Wastewater Conveyance Line shall not alter the City's obligation to furnish wholesale wastewater service to the District.

(p) Bidding and Contract Awards. The contract for construction of WWTP #2 and Off-Site Wastewater Conveyance Line will be advertised for bid by the City in accordance with all applicable legal requirements. including Chapter 252, Texas Local Government Code and awarded by the City to any responsible person or persons that, in the City's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plants, improvements, facilities, works, equipment, and appliances. The City agrees also to follow the TCEQ bidding procedures applicable to Conservation and Reclamation Districts, including Texas Water Code Chapter 49, Subchapter I, and all other applicable regulations such that the Developer's rights to reimbursement through the District remain intact.

(q) Construction. WWTP #2and Off-Site Wastewater Conveyance Line will be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Developer or the District may, at its own expense, inspect the construction at any time or phase during the construction.

(r) Status Reports. The City Engineer will provide the Developer and the City with monthly construction status reports.

(s) Ownership of Facilities. Upon completion, WWTP #2 and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.2227 MGD of capacity in WWTP #2 and the equivalent capacity of a 12-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Project shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the District. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third-party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(t) City Pass Through Use of Wastewater Mains. The wastewater mains within the District are currently designed for the maximum capacity needs of only the Property. The City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers outside of the District, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, 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 Developer for the construction of District improvements. The City shall reimburse the oversizing costs within 30 days of final completion and acceptance of the oversized facilities. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs

of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

IV.
CONCEPT PLAN

4.01 Phased Development. Developer intends to develop the Property in phases as generally shown on the Concept Plan. Any portion of the Property not under active development may remain in use for agriculture, wildlife or open space.

4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Project is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Project with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the ultimate conditions 100-year floodplain for the Property. Updated studies will be provided to the City prior to development of any portion of the site to confirm that proposed improvements will not adversely impact the floodplain as delineated.

4.03 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to five percent (5%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 3.04 hereof of $1,700 per single-family residential lot, payable as provided for in Section 3.04.

4.04 Development Review and Approval; Moratorium.

(a) City Review of Development. It is the Parties' mutual intention that the City will have the sole responsibility for review and approval of all subdivision construction plans, site development plans, preliminary plans, and subdivision plats within the Property. Construction of improvements located outside the Property such as the Off-Site Water & Wastewater Improvements shall be subject to the review and approval of all governmental authorities with jurisdiction.

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

4.05 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during the term of this Agreement.

V.
DEVELOPMENT MATTERS

5.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Land.

5.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("*ESD*") exists which includes all of the Property. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Property.

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

VI.
WATER AND WASTEWATER SERVICES

6.01 General. The City shall provide wholesale water and wastewater services to the District, and the District shall provide retail water and wastewater services to all customers within the Project.

6.02 Water and Wastewater Services Agreements. Simultaneously with the execution of this Agreement, the Developer, District and City shall execute the Wholesale Water Services Agreement and the Wholesale Wastewater Services Agreement in forms approved by the City setting forth the terms and conditions pursuant to which the City shall provide wholesale water and wastewater services to the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates 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.

(b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by residents within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in City's water and wastewater utility systems as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements within the area of the District for all master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developers and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Water Services Agreement and the Wholesale Wastewater Services Agreement may include other standard terms contained in the City wholesale water and wastewater service agreements that are not in conflict with the terms set forth above.

6.03 Water CCN. The Parties acknowledge that the Property is currently located within the Aqua Water CCN. Developer or the District shall pay all costs and expenses required to remove the Property from the Aqua Water CCN, including the CCN Release Fee and the costs of any petition or request filed with the Public Utility Commission of Texas to remove the Property from the Aqua Water CCN. The amount of the CCN Release Fee total shall be $1,219,238.28 (or $4,485 per acre), or such other sum agreed upon by Aqua. Subject to payment of the CCN Release Fee by Developer or District, the City agrees to fully cooperate with Developer and the District to cause decertification of the Property from the Aqua Water CCN. The Developer, at the time of final plat, shall pay the City of Elgin $4,485 per acre for the area within the final plat for areas outside the previously agreed upon acreage outside "Eagles Landing Phase 5" (237.128-acres) and $3,900 per acre for the area within the final plat for areas within the previously agreed upon acreage "Eagles Landing Phase 5" (34.72-acres).

6.04 Aqua Concessions. The Developer, on behalf of the District and at the Developer's sole expense, shall grant Aqua a new 20 foot wide dedicated easement along the length of property fronting FM 1100; shall grant Aqua a new 20 foot wide dedicated easement along the length of the western most property line of the development; dedicate a future tank site to Aqua at the southwestern most corner of the development along the frontage of FM 1100 no smaller than 1 acre and no greater than 1.5 acres, all of which are shown in **Exhibit "E-5"** attached hereto; Developer shall pay for any abandoned Aqua assets that are within the property boundaries (approximately 1,000 linear feet of 2" water line and two (2) customer meters bisection Parcel 477403) which the development will absorb. In addition, all site plans shall be provided to Aqua for review and approval, Developer shall provide encasements underneath proposed driveways/roadways within the granted easements. Prior to preliminary plat submittal, Aqua shall be notified sixty (60) days in advance for the opportunity to locate its assets at its own cost to confirm no other conflicts exist.

6.05 Design and Construction of On-Site Facilities. The Developer, on behalf of the District and at Developer's sole expense, shall construct all On-Site Facilities that are necessary and required to serve the Property, including the water distribution system improvements; wastewater collection system improvements; all of which such improvements shall be located within designated easements or rights of

way. The On-Site Facilities will be designed and constructed in accordance with the Applicable Rules in effect as of the Effective Date of this Agreement and the Water and Wastewater Services Agreement. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Property except as provided for in this Agreement and the Wholesale Water and Wastewater Services Agreements.

6.06 Ownership, Operation and Maintenance of On-Site Facilities.

(a) Upon completion of construction of the On-Site Facilities by Developer in accordance with the requirements of the District and acceptance by the District, the District shall be responsible for all costs and expenses associated with ownership, operation and maintenance of the facilities (subject to any warranty obligations of the Developer). The District agrees to operate and maintain such facilities in good condition and working order and to provide retail services to the Project.

(b) The District shall be responsible for ownership, operation and maintenance of the drainage facilities (including any water quality ponds) until annexation and dissolution of the District. The District may assign maintenance obligations for the drainage facilities to a homeowners' association.

6.07 Water Impact Fees.

(a) The Developer shall be obligated to pay on behalf of the District to the City a water impact fee for each new retail water customer that connects to the District's water system and receives water service. The water impact fee paid for each new single family residential water connection to the District's water system shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known. Any water impact fees adopted by the City will be consistent throughout the City's service area in which the Property is located.

(b) In consideration for the payment of water impact fees, the District will acquire the right to receive, and the City's commitment for, wholesale water service from the City's water system for the LUEs of service for which water impact fees have been paid. Any water impact fees adopted by the City will be consistent throughout the City's service area in which the Property is located.

6.08 Wastewater Impact Fees. As consideration for the payment of a pro rata share of costs of the new WWTP and as more fully set forth in the Wholesale Wastewater Services Agreement, the Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

6.09 Off-Site Real Property Acquisition. If Developer is unable to acquire any real property interests located outside the boundaries of the Property required for any water or wastewater facilities after using good faith efforts to do so and after providing the City with written notice, the City shall acquire the off-site real property interests, using its powers of eminent domain if necessary, at Developer's sole cost and expense; subject to the terms and conditions set forth herein. In connection therewith, the City agrees to use good faith efforts to acquire interim possession and use rights that allow Developer to access the properties and proceed with construction of the off-site water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the off-site real property interests, documenting its good faith efforts to secure the real property interests (including but not limited to offers, counteroffers, positions of the parties, valuation documentation, etc.),

and confirming its intent to construct the facilities, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the off-site real property interests. Developer shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer shall pay all costs and expenses incurred by the City relating to the acquisition of the off-site real property interests, including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within thirty (30) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer.

VII.
PARKLAND, PUBLIC SAFETY SERVICES

7.01 Parkland, Greenbelt and Trails. As part of the Project, the Developer shall set aside and dedicate lands within the Property for public open space/greenbelt/recreational use as depicted in the Concept Plan. The greenbelt area shall be improved to include trailheads, benches, hiking trails and not less than seven parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit "H"**. Phasing lines depicted in **Exhibit "H"** also designate the Parkland, Greenbelt and Trails to be installed with that particular Phase of construction and will be installed concurrently with the infrastructure improvements in that Phase. The greenbelt lands and related improvements shall be dedicated to the District for ownership, operation and maintenance as public parkland. Developer will receive a 100% credit against the City's parkland dedication requirements for all lands dedicated to the District and located outside FEMA-designated floodplain, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required provided the Developer meets the minimum public parkland dedication requirements in effect as of the Effective Date of this Agreement.

7.02 Multi-Sport Recreational Complex. As part of the project, the Developer shall set aside and dedicate lands within the Property for a multi sports recreational complex (the "Complex") as depicted in the Concept Plan. The Complex will be included in the phasing provisions found in Section 4.03 of this Agreement. An opinion of probable cost ("OPC") from a licensed Design/Build Architect/Planner is attached as **Exhibit "I"**. The Developer will design, bid and construct the improvements associated with the Sports Complex based on the OPC but not to exceed the OPC by 10% and will Deed the Complex to the City once completed. The Complex will be completed during Phase 4 of the Project and will be complete within 120 days of the City's acceptance of the Phase 4 improvements. Further, Developer will not be required to incur costs greater than 110% of the OPC for completion of the Complex. If the plans for the Complex exceed such amount, then Developer may adjust the plans to adhere to such amount.

7.03 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of~1.6 acres in size, as generally depicted on the Concept Plan (the "Public Safety Services Site"). Developer will, at the time of final platting the phase of the Project within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility.

The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

VIII.
LIMITED PURPOSE ANNEXATION

8.01 Limited Purpose Annexation. Developer and/or the District agrees to enter into the Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any commercial property within the District.

IX.
AUTHORITY AND VESTING OF RIGHTS.

9.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend this Agreement to guarantee the continuation of the extraterritorial status of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses after annexation of the Land.

9.02 Vesting of Rights. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several years. Likewise, the Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing City. As a result, Developer shall have statutory authority to develop the Property in accordance with the terms of this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code. This Agreement shall constitute the first permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code.

X.
TERM, TERMINATION, AMENDMENT

10.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years unless, so long as neither party to this Agreement is in material default under

this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

10.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written agreement of the City, Developer, and following creation of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written agreement of the City, the owners of a majority of the portion of the Property affected by the amendment or termination, and, following creation of the District, the District containing such portion of the Property. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

10.03 Assignment.

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

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

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

10.04 Cooperation; Approvals.

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

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

10.05 Remedies for Default.

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

terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City's consent to the creation of the District.

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

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

XI.
GENERAL PROVISIONS

11.01 Notices. Any notices given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return-receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivered delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by email. Notice by United States mail will be effective on the earlier of the date of receipt for three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will until changed as provided below, be as follows:

ELGIN:

City of Elgin
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager
E-mail:citymanager@elgintexas.gov

With required Copy to:

Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574
E-mail: mark@hejllawfirm.com

DEVELOPER:
Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd., Suite 200
Pflugerville, Texas, 78660

Attn: Kevin Fleming
E-mail: kevin.fleming@qualico.com

With Copy To: McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: William McLean
E-mail: bmclean@mcleanhowardlaw.com

The Parties may change their respective addresses or designate additional parties to receive copies of notices under this Agreement by giving at least five (5) days' written notice to the other Parties.

11.02 Memorandum of Agreement. A memorandum of this Agreement may be filed by the Developer in the Official Public Records of the County along with the Agreement itself.

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

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

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

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

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

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

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

The term "*force majeure*" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the Public Enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any court or agency of competent jurisdiction or any civil or military authority, interactions, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to dams, machinery, pipelines, canals, or other structures , or inability on the part of a Party to perform on account of any other cause not reasonably within the control of the Party claiming such inability.

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

11.10 Interested Parties. Developer acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the City. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time the Developer executes and submits this Agreement to the City. Form 1295s are available on the TEC's website at https://www.Endethics.state.tx.us/filinginfo/1295/. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the City is expressly made contingent upon Developer's compliance with these requirements. The signed Form 1295 may be submitted to the City in an electronic format.

11.11 Conflicts of Interest. Developer acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the City. Developer confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting the Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

11.12 Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exist to make a profit, boycott Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

11.13 Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Developer that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described within Subchapter F and posted on the Comptroller's internet website at:

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

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

11.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A -	**Description of Property**
Exhibit B -	**Form of District Joinder Agreement**
Exhibit C -	**Concept Plan**
Exhibit D -	**Eagles Landing Description**
Exhibit E -	**Wastewater Recommendation Memorandum**
Exhibit E-1-	**Offsite Water Exhibit**
Exhibit E-2 -	**City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022**
Exhibit E-3 -	**On-Site Interceptor Line**
Exhibit E-4	**Aqua EST Site and Easements**
Exhibit F -	**Form of Consent Resolution**
Exhibit G -	**Variances to City Development Code**
Exhibit H -	**Parks Plan**

Exhibit I -	**Sports Complex Site Plan & OPC**
Exhibit J -	**Signage Plan**
Exhibit K -	**N/S Arterial Street Cross Sections**

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date.

[The remainder of this page intentionally left blank.]

ATTEST:

_____
City Secretary

CITY OF ELGIN:

By:_____

Printed Name:_____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____
Notary Public, State of Texas

DEVELOPER:

Qualico Developments (U.S.), Inc., a Delaware corporation

By: _____

Printed Name: LaNelle Deardorf - Vice President

Title: _____

Date: 4/22/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22nd day of April, 2024, by LaNelle Deardorf, VICE PRESIDENT of QUALICO DEVELOPMENTS (U.S), INC., a Delaware corporation.

(Seal and Expiration)

OLGA M REAGOR
Notary Public, State of Texas
Comm. Expires 07-20-2024
Notary ID 12906191-3

_____
Notary Public, State of Texas

EXHIBIT "A" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF PROPERTY

EXHIBIT "B" TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, _____, is executed by TRIADA MUNICIPAL UTILITY DISTRICT ("*District*"), in connection with that certain Consent and Development Agreement (the "*Development Agreement*") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and Qualico Communities (U.S.), Inc. a Delaware corporation ("*Developer*"), dated effective as of _____, _____. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Development Agreement, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and Developer:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

TRIADA MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

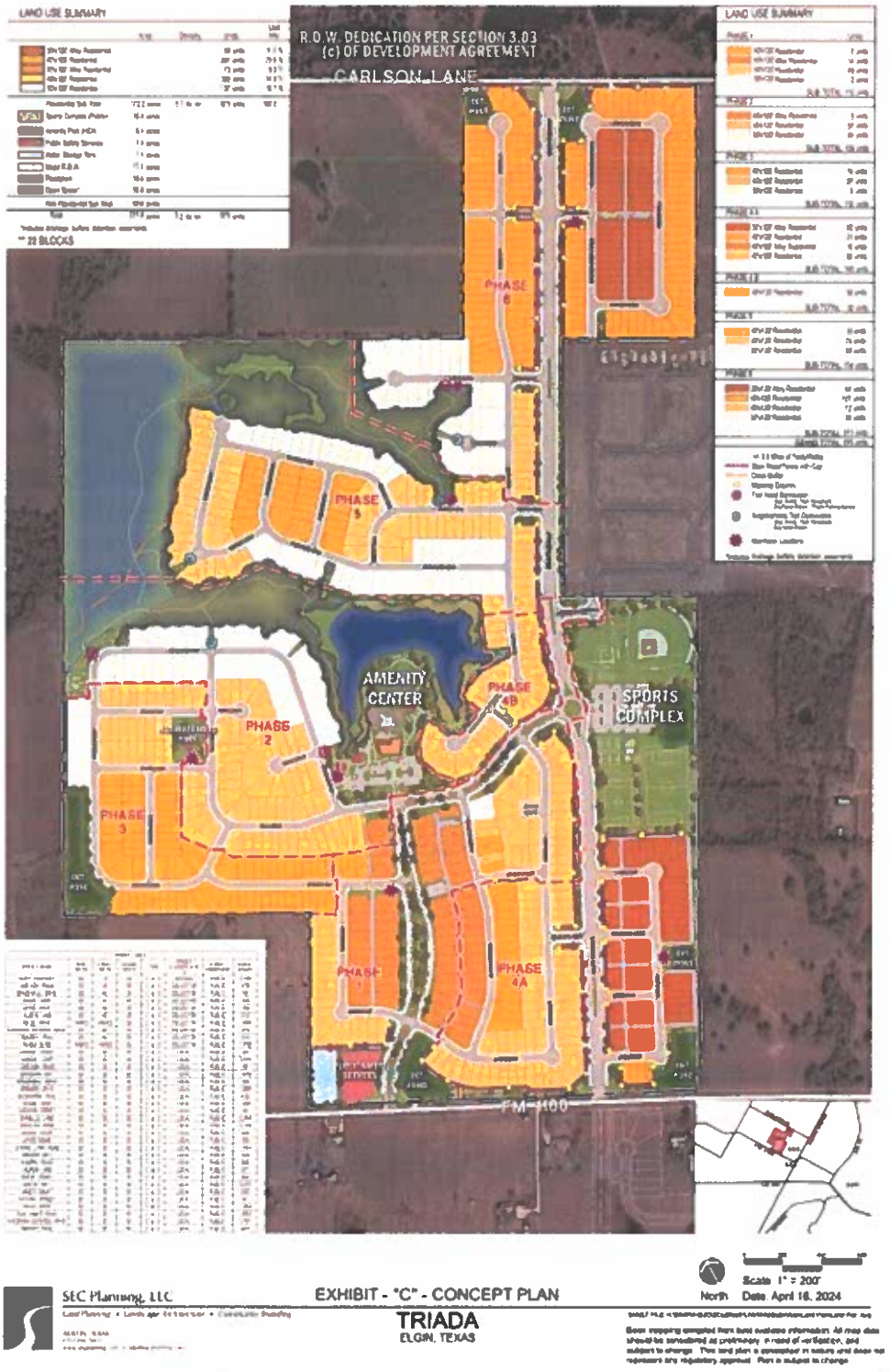
Title: _____

_____

Secretary

EXHIBIT "C" TO CONSENT AND DEVELOPMENT AGREEMENT

CONCEPT PLAN

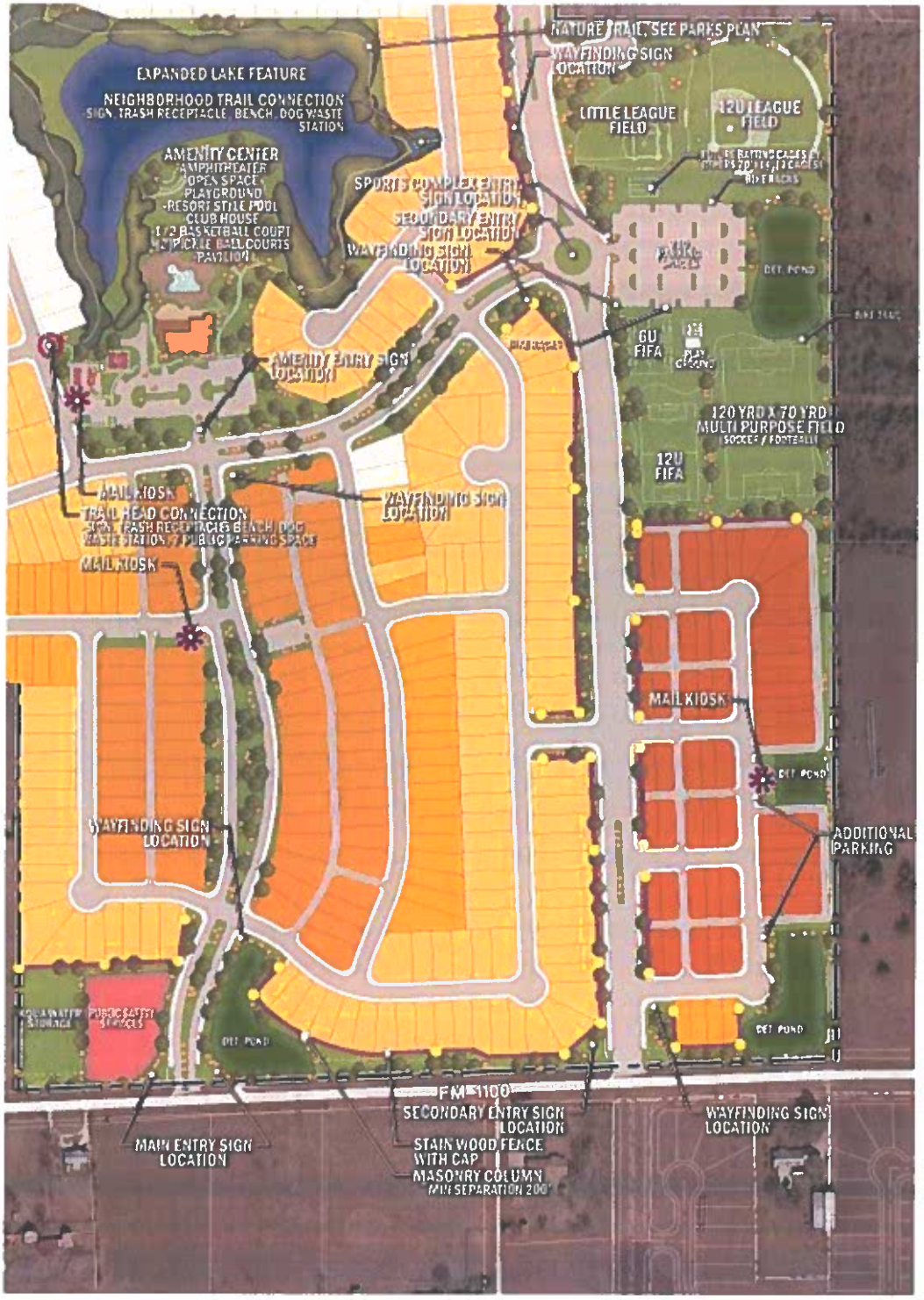


SEC Planning, LLC

SHEET 1

TRIADA
ELGIN, TEXAS

Scale 1" = 100'
North Date: April 02, 2024



SEC Planning, LLC

SHEET 2

TRIADA
ELGIN, TEXAS

North

Scale: 1" = 100'
Date: April 02, 2024

SEC Planning, LLC

SHEET 3

TRIADA
ELGIN, TEXAS

North

Scale: 1" = 100'
Date: April 02, 2024

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT "D" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF EAGLES LANDING TRACT

EXHIBIT "E" TO CONSENT AND DEVELOPMENT AGREEMENT
WASTEWATER RECOMMENDATION MEMORANDUM

EXHIBIT "E-1" TO CONSENT AND DEVELOPMENT AGREEMENT
OFFSITE WATER EXHIBIT

EXHIBIT "E-2" TO CONSENT AND DEVELOPMENT AGREEMENT
CITY OF ELGIN WASTEWATER TREATMENT PLANT NO.2 REPORT BY TRC
DATED SEPTEMBER 7, 2022

EXHIBIT "E-3" TO CONSENT AND DEVELOPMENT AGREEMENT
ON-SITE INTERCEPTOR LINE

EXHIBIT "E-4" TO CONSENT AND DEVELOPMENT AGREEMENT
AQUA EST SITE AND EASEMENTS

EXHIBIT "F" TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF CONSENT RESOLUTION
RESOLUTION NO. R-_____-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE INCLUSION OF LAND WITHIN TRIADA MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Elgin ("*City*") has received a request for its consent to the inclusion of the tract(s) of real property encompassing approximately 271.82 acres being more particularly described by metes and bounds and by sketch in **Exhibit "A"** attached hereto (the "*Property*"), into the boundaries of a proposed district to be named Triada Municipal Utility District or some other name permitted or required by law (the "*District*");

WHEREAS, pursuant to Texas Water Code, Section 54.016 and Texas Local Government Code, Section 42.042, land within the corporate limits or extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, all of the Property is located within the extraterritorial jurisdiction of the City or corporate boundaries of the City;

WHEREAS, the City has received a request from the owner of the Property for the City's consent to inclusion of the Property into the District;

WHEREAS, the City Council of the City of Elgin desires to grant its written consent to the inclusion of the Property within the District,.

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

Section 1. The City Council of the City hereby grants its consent to the inclusion of the Property within the District.

Section 2. The City Council of the City hereby grants its consent to the acquisition of road powers by the District.

Section 3. The Mayor and City Secretary are authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council of the City further states that it has not relinquished any rights, duties or powers relating to its extraterritorial jurisdiction, and while the City consents to the inclusion of the Property into the District, the City does not release any lands from its extraterritorial jurisdiction.

Section 5. This Resolution shall become effective from and after the date of its passage.

DULLY RESOLVED by the City Council of the City of Elgin on the _____ day of _____, _____.

_____
Mayor

ATTEST:

_____
City Secretary
(SEAL)

Exhibit "A" to Consent Resolution

Description of Property

EXHIBIT "G" TO CONSENT AND DEVELOPMENT AGREEMENT
PERMITTED VARIANCES TO CITY DEVELOPMENT CODE

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City's extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City's Code of Ordinances (Signs) and Chapter 36 of the City's Code of Ordinances (Subdivision) (together, the "Applicable Ordinances").

The City hereby grants the following variances from the Applicable Ordinances:

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 comers or at intersections. Directional kiosk signs are permitted outside the ROW to direct traffic to builder model homes and community amenities.

2. Sec. 32-103(5)c. Flagpole at the entrance off of FM1100 shall not exceed 80 feet in height.

3. Sec. 36-29(h) - The Concept Plan shall expire upon termination of this Agreement.

4. Sec. 36-30(g) - A preliminary plat shall expire 7 years after the date of approval unless extended by Agreement of the City and the Developer or provided that all sections of the preliminary plat have been final-platted.

5. Sec. 36-31 – A final plat shall expire 3 years after the date of approval if construction of the subdivision improvements for the final plat have not commenced within such time period. Once construction of the subdivision improvements commences, they must be completed prior to expiration of the construction plans or the final plat and construction plans will expire.

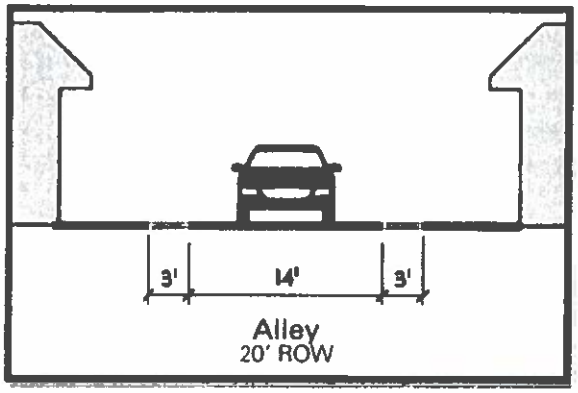
6. Sec. 36-56 - Due to the prior agricultural use of and the lack of trees on the Property, no tree preservation plan shall be required for the Development, no actions or approvals from the City will be required relating to the removal of trees on the Property, and no tree mitigation will be required on the Property.

7. Sec. 36-58 - Developer will not be required to construct subdivision walls per Subsection 36-58(a)(2) throughout the Development but will construct stained wood fencing with masonry columns on all back yards of residential lots adjacent to the north/south arterial road and the local street off of FM 1100 and east from that local street to the north/south arterial road. As shown on the Concept Plan.

8. Sec 36-60(d)(1) – Postal Delivery Service – Standards for USPS CBU delivery locations shall conform to U.S. Postal Service, National Delivery Planning Standards, Handbook PO-632, July 2020, which does not require designated on-street or off-street parking.

9. Sec. 36-78(d) – Local-arterial access prohibited, exceptions – Local Streets that intersect an Arterial Street must connect with a Collector Street profile, which tapers back to a Local Street at 100' from the intersection, per the Concept Plan, allowing for full left turn ability.

10. Sec 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developers election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developers election; and (iv) a minimum of fourteen feet (14') in width for one way alleys and twenty feet (20') in width for two-way alleys



11. 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.

12. Sec. 36-82(1) - All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

13. Sec. 36-170 - All lots platted in subdivisions located within the Development shall be a minimum of 3,500 square feet.

14. Sec. 36-171 - All lots platted in subdivisions located within the Development shall be a minimum of thirty-five feet (35') in width.

15. Section 36-285(3) Arterial Streets, in conjunction with other drainage facilities, shall be designed to contain runoff from a storm with a design frequency of 50-years such that at least one lane of traffic remains open. The runoff from the storm with a design frequency of 100-years shall be contained within the right-of-way.

16. Section 36-370 – Parkland – Developer agrees that the trails and parkland shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that the Developer will receive 100% credit for such dedications against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required. To the extent that Developer's dedications of trails and or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements.

17. Sec. 36-202(a)(1) and (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 with the exception of the external and western most block which will have no restrictions on block length given the topographic and floodplain constraints.

18. 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. The Developer will be allowed to construct a trail system within the buffer zone. At the Developers election, the developer may construct the portions of the trail system within the buffer zone using concrete only.

19. Sec. 36-313(b) - 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.

20. 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, within the boundaries of this district only.

21. Sec. 36-370 - To the extent that the terms and provisions of Sec. 36-370 of the Applicable Rules 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.

22. 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 all dwellings.

23. Section 46-303(6) Impervious Cover – Main and accessory buildings shall not cover more than 60 percent of any lot area. On 35' wide lots, main and accessory buildings shall not cover more that 65 percent of the lot area. This must be shown in the drainage report(s) design for all drainage system designs. In addition, this must be listed on each Final Plat for the development.

Single Family Residential Lot Design Standards

The Project may include a variety of single-family residential product types. The residential product offering shall be separated into four (4) categories of residential lots with standards listed in Table G.1 below. The residential product categories include:

1. **Alley Load A**
An alley loaded residential product with garages, car ports or driveways serviced from an alley along the rear of the residential lot. Alley loaded lots shall be a minimum of 35 feet wide.

2. **Alley Load B**
An Alley-loaded residential product with garages, carports or driveways serviced from an alley along the rear of the residential lot. Residential lots with this category shall be 45 feet wide

3. **Front Load A**

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 40 feet wide.

4. **Front Load B**
A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 45 feet wide.

5. **Front Load C**
A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 50 feet wide.

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

2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof and no more than thirty-five feet (35').

Table F.1 Residential Development Standards					
	Alley Load A* **	**Front Load A***	**Alley Load B*** **	**Front Load B***	**Front Load C***
Lot Minimum - Width	35 ft.	40 ft.	45 ft.	45 ft.	50 ft.
Lot Minimum - Depth	100	110	100	110	110
Impervious Cover %	65%	60%	60%	60%	60%
Setbacks:					
Front	15 ft.	15 ft.	15 ft.	20 ft.	20 ft.
Rear	5 ft.	5 ft.	5 ft.	15 ft.	15 ft.
Side - 1-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Side - 2-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Corner Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Building Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
Minimum Lot Area	3,500 sf.**	4,400 sf.**	4,500 sf.**	4,950 sf.**	5,500 sf.**

•Garage facade on front load homes must be setback at minimum of 20 ft. from right-of-way.

*** per Lot*

**** Utility: Utilities and transformers/pull boxes will be located along front property lines within a 10' public utility easement adjacent to the right-of-way.*

Roadway Standards

1. The N/S Arterial Street, as depicted on the Concept Plan shall be designed as a Major Arterial Street per City of Elgin Standards and as approved by the City of Elgin. It shall be consistent and in alignment with the N/S Arterial Street south of FM 1100.

2. Minor Streets with a ROW width of less than 100 ft. will not be designed with increased right- of-way on either side of any intersection with Arterial Streets and Collector Streets or Local Streets.

3. The N/S Arterial Street and Collector Streets may be designed with landscaped medians as shown on the Concept Plan to improve aesthetic quality and preserve trees consistent with the Typical Cross Section as shown below in Exhibit "K".

4. Local Streets may be designed with a 6-inch rollover curb consistent with the Typical Cross Section shown in **Exhibit "K"**.

5. Cul-de-sac maximum length shall not exceed 800 ft. measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac. The City approves cul-de-sac lengths that exceed the criteria for cul-de-sac lengths and serviced units stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, steep topography and external property boundaries. In such cases, the maximum number of units served shall still not exceed thirty (30) units.

6. Connectivity and termination points of Alleys shown in the Concept Plan shall be deemed as sufficient.

7. Street sidewalks and trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. If sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.

9. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.

10. Sidewalks along roadways in which there is not a residential lot shown on the Concept Plan shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

Drainage and Grading

1. Drainage collection facilities may be constructed with a mix of open channel and underground storm sewers.

2. All cut and fill land balancing shall be unlimited.

Signage

A Master Sign Plan has been prepared and is attached as Exhibit "J" to the Triada Development Agreement. If there is a conflict between Exhibit "J" and Section 32 of the REVISED CODE OF ORDINANCES, City of Elgin, Texas, 2013, Exhibit "J" shall prevail.

The Master Sign Plan as shown in **Exhibit "J"** identifies the sign types, quantities, and approximate locations. Approval of these development standards is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the development standards shall permit signage at the indicated locations on the Master Sign Plan but shall not be interpreted as approval of a sign permit. Each proposed sign within these development standards must be submitted to the inspection department for review and permit.

The Master Sign Plan shall include the following type of signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified and do not depict the actual sign form, but rather just the scale and massing that may be constructed.

Sign face area shall be defined as the area included within the smallest rectangle that can encompass the sign letters. The sign face area does not apply to logos, which will be considered a design feature separate from the sign face area.

1. **Community Signs**
   The Community Sign category includes four (4) types of community signs. These signs either designate an entry or convey the character/identity of the community. The four community sign types include one (1) Primary Community Entry monument to be located along FM 1100, one (1) Primary Residential Entry monument to be located along the N/S Arterial Street, two (2) Secondary Community Entry monuments to be located along the N/S Arterial Street, and one (1) Community Identity Markers located along FM 1100. The Primary Community Entry monument as well as the Community Identity Markers can be located within the FM 1100 expansion right-of-way at the Owner's discretion.

2. **Neighborhood Signs**
   A neighborhood sign (total not to exceed twenty-eight square feet (32sf.)) will be located at the entrance into each residential neighborhood.

3. **Facility Sign**
   A Facility Sign (1) may be constructed with the Project. One (1) Facility Sign may be located at the entrance into the Amenity Center.

4. **Special Signs**
   The Directional/Lifestyle Signs category includes a series of signs (total not to exceed six (6)) used to create a strong sense of place and guide people within the Project.

<u>Sign Lighting</u>

All signs constructed within the Project may be illuminated to increase visibility and/or enhance the aesthetics of the sign design. Sign lighting shall adhere to the following standards:

1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties.

2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting,

landscape up-lighting, and under cap lighting.

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" TO CONSENT AND DEVELOPMENT AGREEMENT
PARKS PLAN

NORTH

0 300' 600' 1,200'

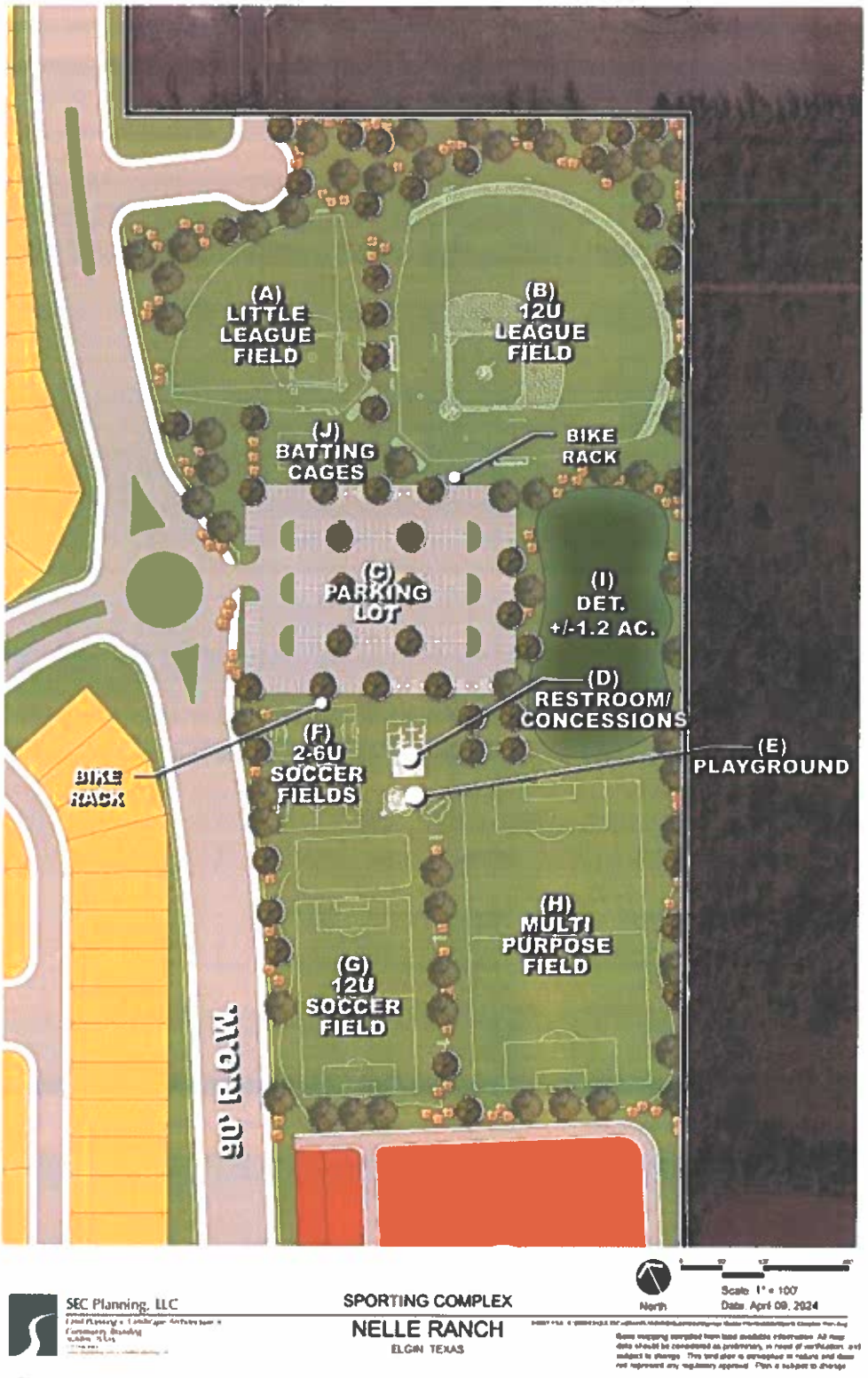
SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
AUSTIN, TEXAS

EXHIBIT "H" PARKS PLAN
TRIADA
ELGIN, TEXAS

Scale: 1" = 600'
Date: February 22, 2024

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT "I" TO CONSENT AND DEVELOPMENT AGREEMENT
SPORTS COMPLEX & OPC



SEC Planning, LLC

Nelle Ranch Sporting Complex
Cost Estimate
Tuesday, April 9, 2024
Elgin, Texas

Category	Quantity	Unit		Cost		Total
A LITTLE LEAGUE BASEBALL FIELD (200' FIELD)						
Hardscape						
Outfield Fencing Chain link kit w/ cap (6' Height x 400' Length)	400	LF	$	18.00	$	7,200.00
Backstop Fencing Chain link kit (16' Height x 18' wide w/10' wings)	1	EA	$	8,000.00	$	8,000.00
Sideline Fencing Chain link kit (6' Height x 400' Length)	400	LF	$	20.00	$	8,000.00
Dugout Fencing	100	LF	$	18.00	$	1,800.00
Dugout Seating (21' in ground)	2	EA	$	1,500.00	$	3,000.00
Foul poles	2	EA	$	1,500.00	$	3,000.00
Metal Bleachers	2	EA	$	10,000.00	$	20,000.00
Score Board	1	L.S.	$	10,000.00	$	10,000.00
Landscape						
Earthwork and Site Grading (41,300 SF) - Infield Dirt	4,600	SY	$	3.50	$	16,100.00
Sodded and permanently irrigated (41,300 SF per field. 1 total)	41,300	SF	$	2.00	$	82,600.00
				SUBTOTAL	$	168,700.00
B 12U BASEBALL FIELD (265' FIELD)						
Hardscape						
Outfield Fencing Chain link kit w/ cap (6' Height x 550' Length)	550	LF	$	18.00	$	9,900.00
Backstop Fencing Chain link kit (30' Height x 20' wide w/20' wings)	1	EA	$	14,000.00	$	14,000.00
Sideline Fencing Chain link kit (6' Height x 400' Length)	400	LF	$	25.00	$	10,000.00
Dugout Fencing	100	LF	$	18.00	$	1,800.00
Dugout Seating (21' in ground)	2	EA	$	1,500.00	$	3,000.00
Foul poles	2	EA	$	1,500.00	$	3,000.00
Metal Bleachers	2	EA	$	10,000.00	$	20,000.00
Score Board	1	L.S.	$	10,000.00	$	10,000.00
Landscape						
Earthwork and Site Grading (92,250 SF) - Infield Dirt	10,250	SY	$	3.50	$	35,875.00
Sodded and permanently irrigated (92,250 SF per field. 1 total)	92,250	SF	$	2.00	$	184,500.00
				SUBTOTAL	$	292,075.00
C Parking Lot						
210 Space Lot (9x18 stalls)	73,100	SF	$	11.00	$	804,100.00
6" Curb	2,650	LF	$	18.00	$	47,700.00
				SUBTOTAL	$	851,800.00
D Restroom/Concessions building						
45'x40' restroom\concessions building (1,800 s.f.)	1,800	SF	$	300.00	$	540,000.00
24' x 36' Covered Patio Pavilion	864	SF	$	150.00	$	129,600.00
				SUBTOTAL	$	669,600.00
E Playground						
Playground Structure (2-12 year old). (including installation, freight)	1	LS	$	75,000.00	$	75,000.00
Swings	1	LS	$	15,000.00	$	15,000.00
Engineered wood fiber	3,600	SF	$	2.50	$	9,000.00
Play Curb and Ramp	250	LF	$	18.00	$	4,500.00
Playground Drainage (per site conditions, daylight to drain)	1	LS	$	3,000.00	$	3,000.00
				SUBTOTAL	$	106,500.00
F (2) Two 8U Soccer Fields						
Hardscape						
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 4' Ht x 6' Wide per set. Included: nets and anchors and freight	2	FIELDS	$	5,000.00	$	10,000.00
Metal Bleachers	2	EA	$	10,000.00	$	20,000.00
Landscape						
Earthwork and Site Grading (6,000 SF for 1 soccer field x 2 fields=12,000 SF)	1,333	SY	$	2.50	$	3,332.50
Soccer fields - each field measures 60' x 100' - sodded and permanently irrigated (6,000 SF per field. 2 total)	12,000	SF	$	2.00	$	24,000.00

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				Subtotal	$	67,332.60
G 12U Soccer Field						
Hardscape						
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 8' Ht x 24' Wide per set. Included: nets and anchors and freight	1	FIELDS	$	11,300.00	$	11,300.00
Landscape						
Earthwork and Site Grading (31,250 SF for 1 soccer fields)	3,450	SY	$	2.50	$	8,625.00
Soccer fields - each field measures 135' x 230' - sodded and permanently irrigated (69,330 SF per field. 1 total)	31,250	SF	$	2.00	$	62,500.00
				Subtotal	$	82,125.00
H Adult Multi-Purpose Field						
Hardscape						
Football Goal Posts	1	Fields	$	15,300.00	$	15,300.00
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 8' Ht x 24' Wide per set. Included: nets and anchors and freight	1	Fields	$	11,300.00	$	11,300.00
Landscape						
Earthwork and Site Grading 75,600 SF for 1 soccer fields)	8,400	SY	$	2.50	$	21,000.00
Multi-Purpose Field - each field measures 360' x 210' - sodded and permanently irrigated (75,600 SF per field. 1 total)	69,300	SF	$	2.00	$	138,600.00
				Subtotal	$	186,600.00
I Site Hardscape/Lighting/Landscape						
Hardscape						
6' Walks	2,600	LF	$	18.00	$	46,800.00
6' Decomposed Granite Bike Trail	126	CY	$	95.00	$	11,970.00
(6' Concrete Bike Trail 1,700LF x $19.00 = $33,600.00)						
Site Furniture (benches/trash/water fountains, etc.)	1	LS	$	25,000.00	$	25,000.00
Bike Racks	2	EA	$	1,000.00	$	2,000.00
Lighting at Park						
Musco Lighting - Includes 20 poles for all fields. Material and installation with similar HID product. Power available within 100' from fields. Product can be added to the same remote control and monitoring system existing on site. 10 year labor warranty. (MEP and electrical connections not included)	1	Allowance	$	1,000,000.00	$	1,000,000.00
Landscape						
Seeding/revegetation of remainder of parkland	352,000	SF	$	1.00	$	352,000.00
Shade Trees (per plan)	100	EA	$	750.00	$	75,000.00
Ornamental Trees (per plan)	100	EA	$	450.00	$	45,000.00
				Subtotal	$	1,667,770.00
J Batting Cages - total of 3						
Mastodon Engineered Batting Cage System for 3 batting cages (12' H x 14' W x 70' L - includes backdrop, hanging cords, ball cap, pitching platform, nylon batter's box, batting cage turf netting and shipping for equipment)	3	EA	$	18,000.00	$	54,000.00
Batters box concrete pad	312	SF	$	12.00	$	3,744.00
1' wide cage separation curb	504	SF	$	15.00	$	7,560.00
Chain link Perimeter Fence (8 ft height) To be located at perimeter of batting cages	202	LF	$	18.00	$	3,636.00
Synthetic Turf per batting cage	3	EA	$	5,300.00	$	15,900.00
Road Base (10" thick) under synthetic turf	3,628	SF	$	1.50	$	5,442.00
6' Concrete trails (4" thick) broom finish, no color - connecting to existing parking lot	185	LF	$	36.00	$	6,660.00
1' wide chainlink perimeter curb	202	LF	$	15.00	$	3,030.00
6' bench	1	EA	$	2,500.00	$	2,500.00
Trash receptacle	1	EA	$	2,000.00	$	2,000.00
Grading and site preparation	1	Allowance	$	10,000.00	$	10,000.00
				Subtotal	$	118,672.00
				NELLE RANCH SPORTING COMPLEX PARK SUBTOTAL	$	4,076,074.50
				Contingency 10%	$	407,607.45
				Grand Total:	$	4,483,681.95

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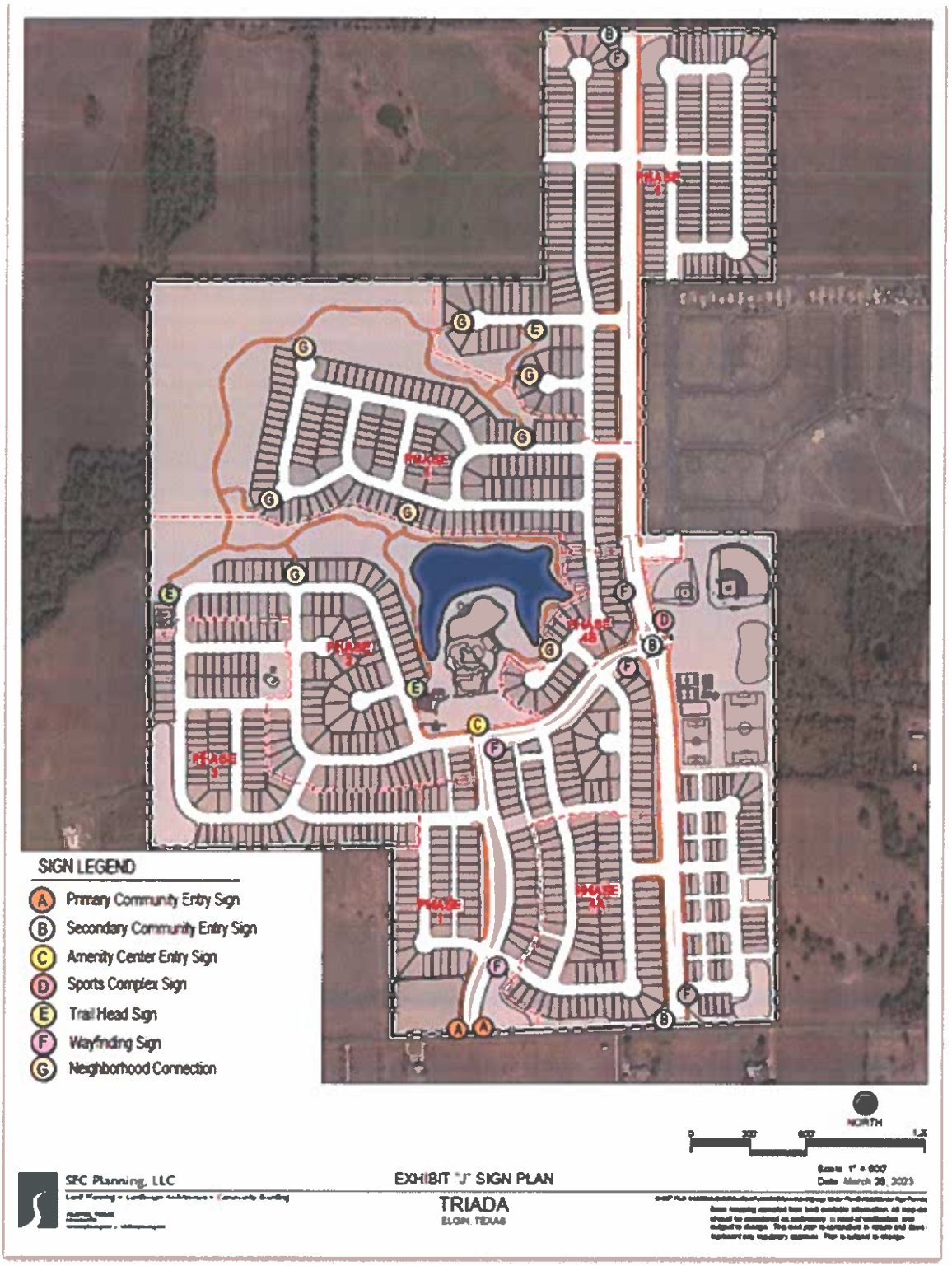
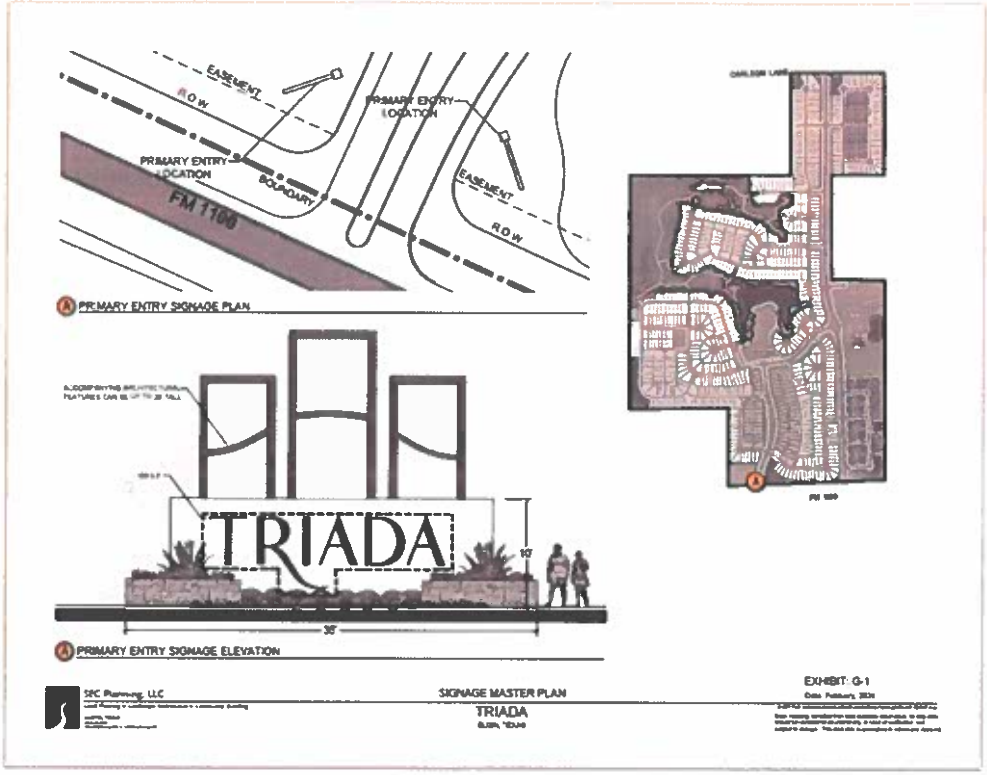
EXHIBIT "J" TO CONSENT AND DEVELOPMENT AGREEMENT
SIGNAGE PLAN

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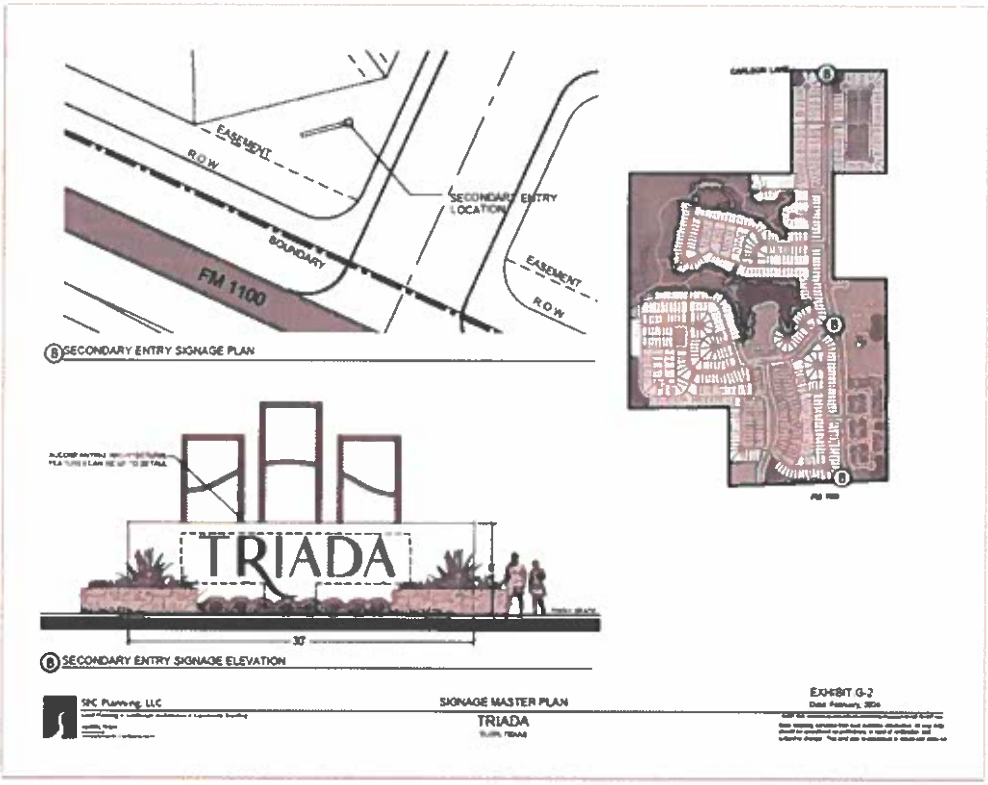
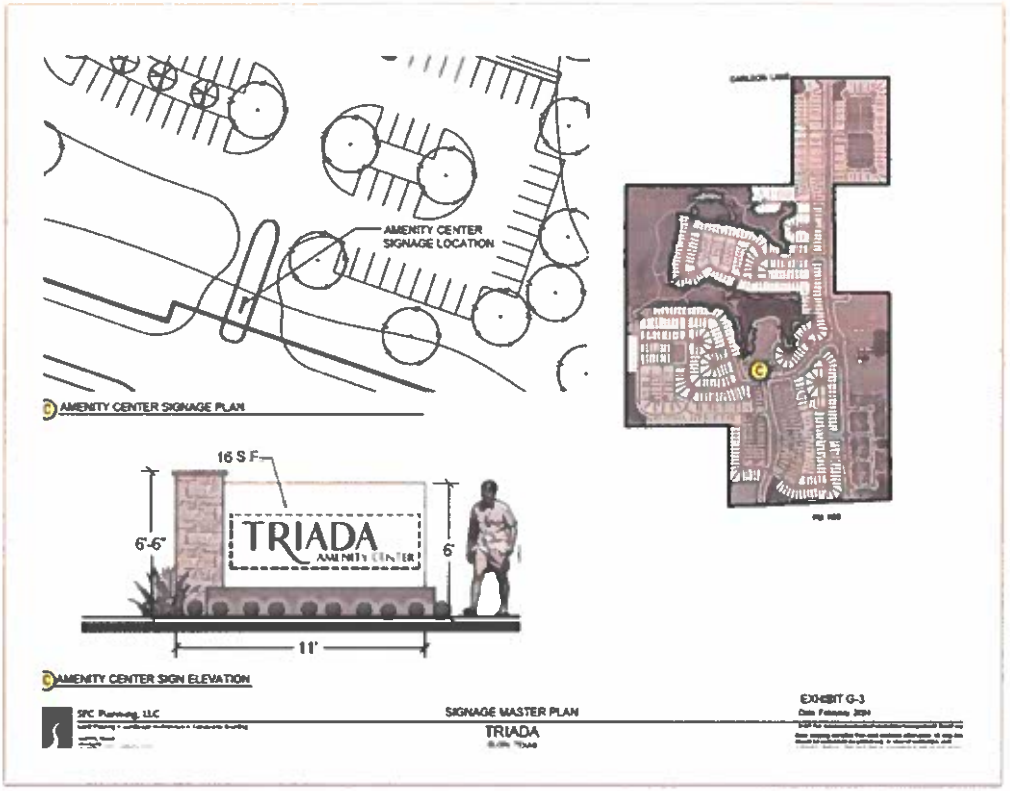
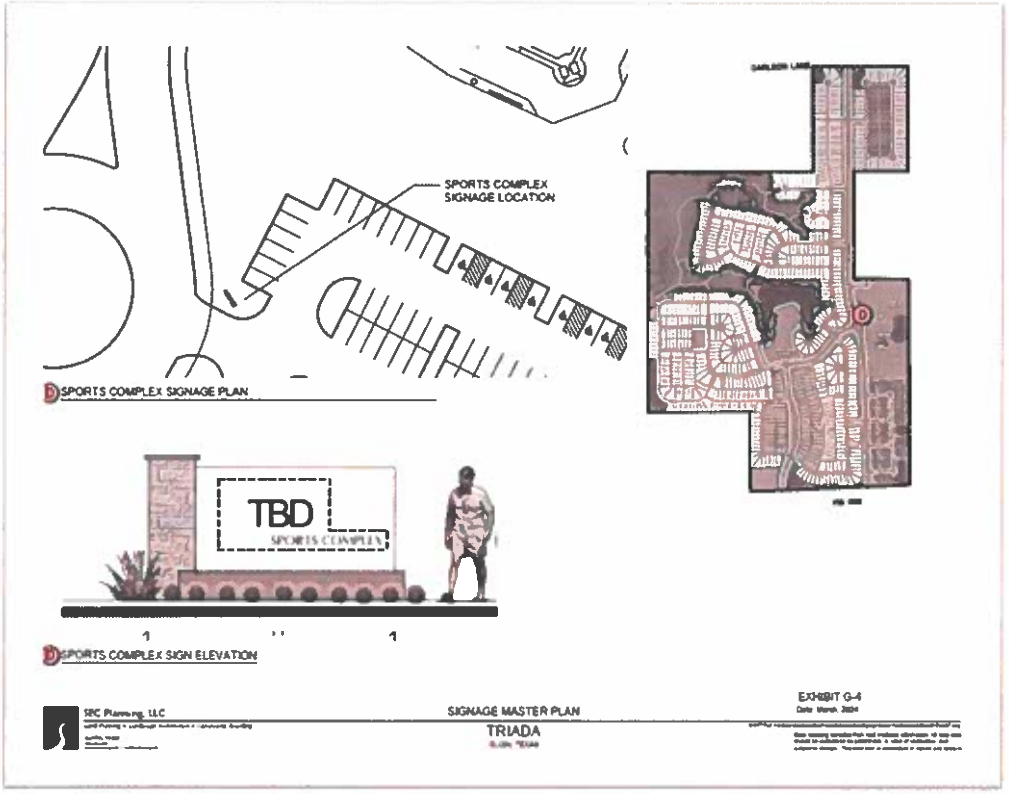
R.O.W.
PRIMARY ENTRY LOCATION
PRIMARY ENTRY LOCATION
BOUNDARY
FM 1100
EASEMENT
R.O.W.
A PRIMARY ENTRY SIGNAGE PLAN
TRIADA
10'
35'
A PRIMARY ENTRY SIGNAGE ELEVATION
SRC Planning, LLC
SIGNAGE MASTER PLAN
TRIADA
EXHIBIT G-1


EASEMENT
R.O.W.
SECONDARY ENTRY LOCATION
BOUNDARY
FM 1100
EASEMENT
R.O.W.
B SECONDARY ENTRY SIGNAGE PLAN
TRIADA
35'
B SECONDARY ENTRY SIGNAGE ELEVATION
SRC Planning, LLC
SIGNAGE MASTER PLAN
TRIADA
EXHIBIT G-2


AMENITY CENTER
SIGNAGE LOCATION
AMENITY CENTER SIGNAGE PLAN
16 S.F.
6'-6"
TRIADA
AMENITY CENTER
6'
11'
AMENITY CENTER SIGN ELEVATION
SIGNAGE MASTER PLAN
TRIADA
EXHIBIT G-3


SPORTS COMPLEX
SIGNAGE LOCATION
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TBD
SPORTS COMPLEX
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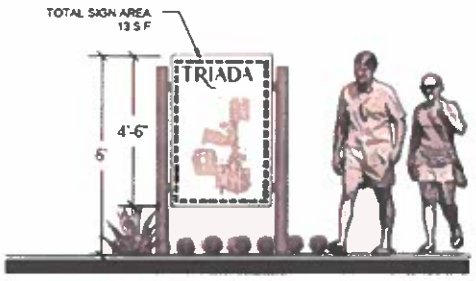
SIGNAGE MASTER PLAN
TRIADA
EXHIBIT G-4



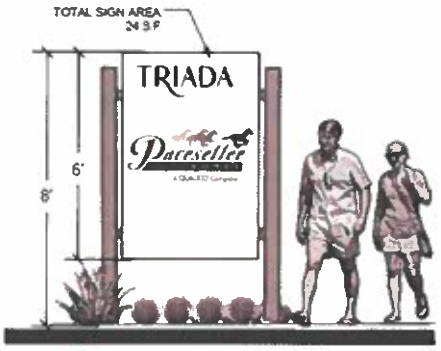
E TRAILHEAD SIGN ELEVATION

SPC Planning, LLC

SIGNAGE MASTER PLAN

TRIADA

EXHIBIT G-4



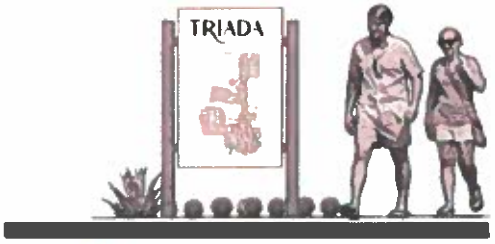
D WAYFINDING SIGN ELEVATION

SPC Planning, LLC

SIGNAGE MASTER PLAN

TRIADA

EXHIBIT G-4



G NEIGHBORHOOD CONNECTION SIGN ELEVATION

SPC Planning, LLC

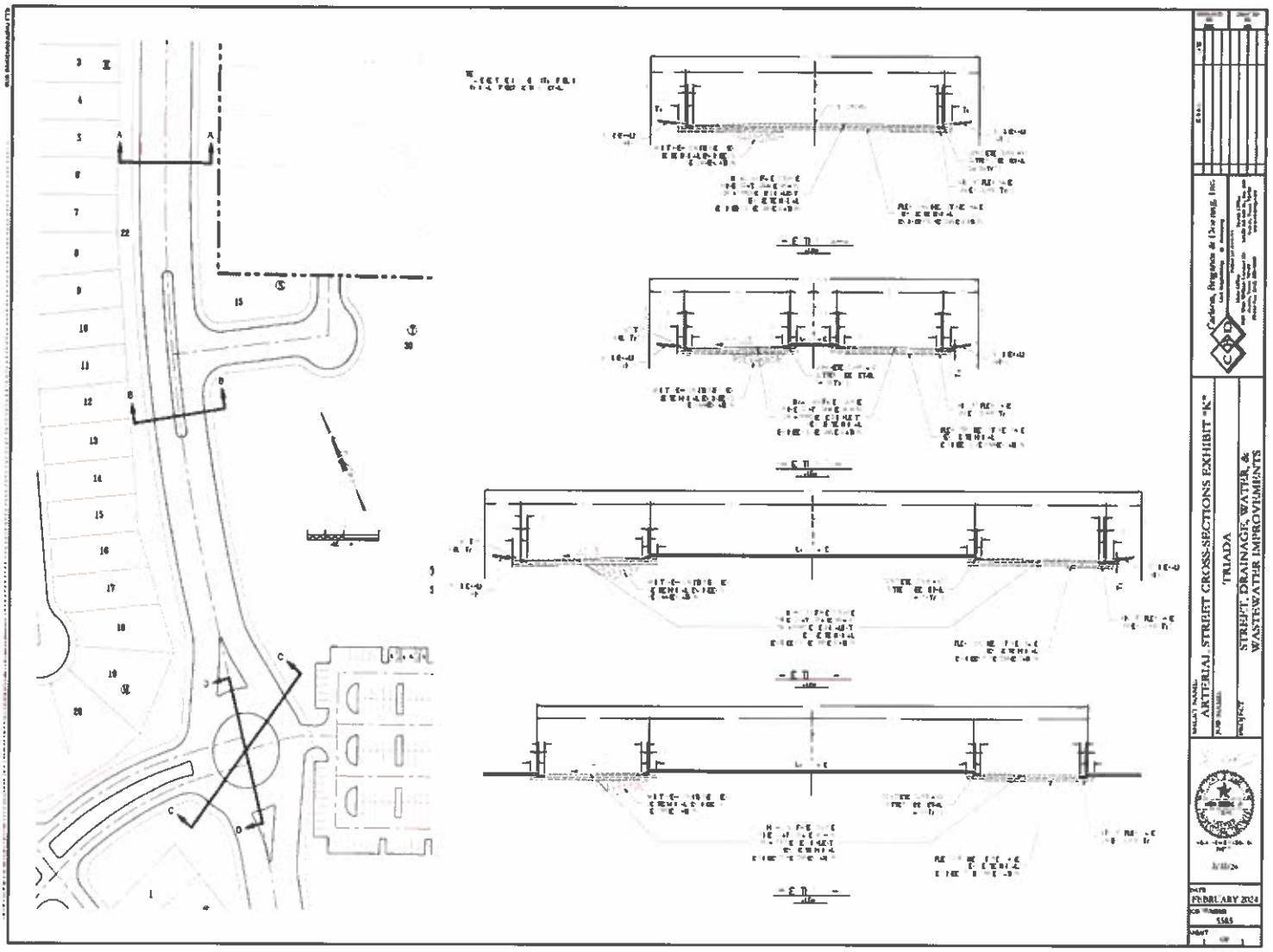
SIGNAGE MASTER PLAN

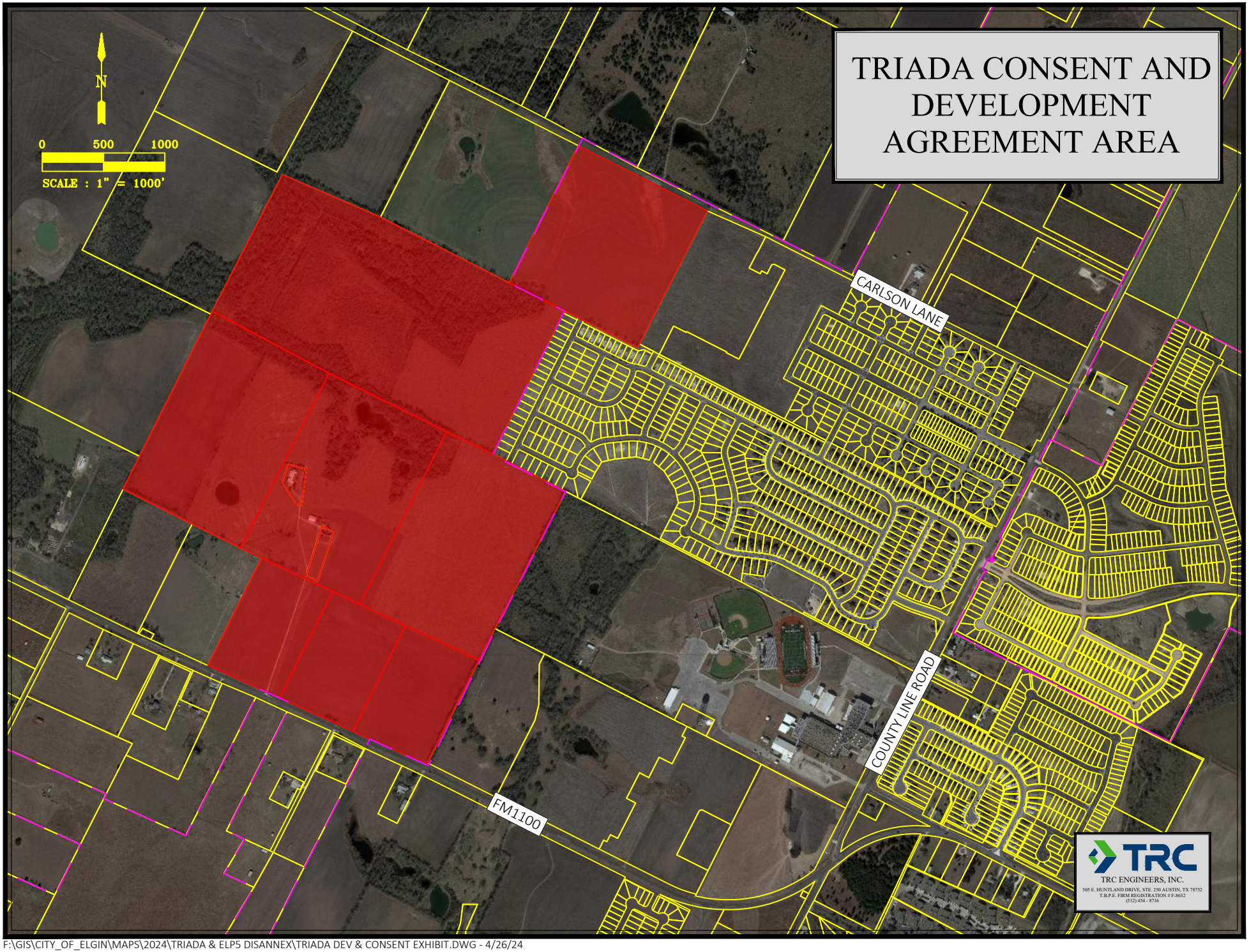
TRIADA

EXHIBIT G-4

EXHIBIT "K" TO CONSENT AND DEVELOPMENT AGREEMENT

N/S ARTERIAL STREET SECTIONS





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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve an agreement for Wholesale Water Service for Triada Development.

BACKGROUND:
The Development has requested wholesale water service as part of this agreement. Staff now presents this agreement for review and approval.

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

RECOMMENDATION:
Review and approve an agreement for Wholesale Water Service for Triada Development.

ATTACHMENTS:
1. RESwholesalWateragreement
2. Triada Wholesale Water Agt - Final - 4.19.2024

{} 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, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The City of Elgin has certain interest in providing retail water service to Qualico Developments for the Triada Development; and

WHEREAS, The Triada Development has made a request to be served by The Elgin Municipal Water System, and;

WHEREAS, City staff and the City Engineer have determined that the municipal water system has sufficient water capacity available to serve the Triada development with wholesale water service; and;

WHEREAS, the City Staff now present this agreement to the council for review and approval.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute the *Agreement for Wholesale Water service* and 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 7th day of May, 2023

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

WHOLESALE WATER SERVICE AGREEMENT

BETWEEN

CITY OF ELGIN

AND

TRIADA MUNICIPAL UTILITY DISTRICT

WHOLESALE WATER SERVICE AGREEMENT

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WHOLESALE SERVICE AGREEMENT

THIS WHOLESALE SERVICE AGREEMENT is made and entered into by and between City of Elgin, Texas (hereinafter called "Elgin"), a home rule city, body politic of the State of Texas, and retail public utility, holding water Certificate of Convenience and Necessity No. 10311, issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest, and Triada Municipal Utility District, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the "District"), and is effective the ___ day of _____, 20___ (the "Effective Date").

WITNESSETH:

WHEREAS, Elgin holds retail water Certificate of Convenience and Necessity ("CCN") No. 10311; and

WHEREAS, the District is currently located within the certificated water service territory of Aqua Water Supply Corporation ("Aqua"), but Aqua has agreed to release of the District from the Aqua CCN, and the District is authorized to provide retail water service to the residents within its boundaries; and

WHEREAS, the District encompasses approximately 271.82 acres of land that is more particularly described in **Exhibit "A"** ("Property") that will be developed as a master planned mixed unit community that will require (934) living unit equivalents (LUEs) of water service; and

WHEREAS, Elgin's Terms and Conditions attached as **Exhibit "B"** set forth the minimum conditions under which it will agree to provide Wholesale Service; and

WHEREAS, District has made application to Elgin for Wholesale Service under the provisions of Elgin's Terms and Conditions; and

WHEREAS, Elgin has determined that Elgin has sufficient water supplies available to enable it to contract with District for Wholesale Service; and

WHEREAS, Elgin and District wish to enter into an agreement whereby Elgin will provide Wholesale Service to District at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

WHEREAS, the provision of Wholesale Service to District by Elgin will further the public purpose of regionalization of water supplies;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Elgin agrees to furnish and District agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

ARTICLE I.
DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 **Defined Terms.** Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Elgin's Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a) "Agreement" means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b) "Annual Daily Average" means the total amount of water taken by District in the prior Water Year, divided by 365.

(c) "Business Day" means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Elgin are required or permitted to be closed for all or part of their customary hours of operation.

(d) "CCN" means a certificate of convenience and necessity granted by the Public Utility Commission of Texas or its predecessor or successor agency under the provisions of the Texas Water Code.

(e) "Claim" means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(f) "Commencement Date" means the date that Elgin begins providing Wholesale Service to District at the Point of Delivery.

(g) "Day" and "Days" mean and refer to calendar day(s), unless otherwise specified herein.

(h) "Effective Date" means the date set forth above on which this Agreement becomes effective.

(i) "Event of Default" means an event by which a Party is in default of this Agreement.

(j) "Fiscal Year" means Elgin's fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Elgin may later determine.

(k) "Force Majeure" means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the "Affected Party"), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) pandemics, explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have

engaged in any unfair labor practices; and (iv) pandemics; and (v) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that shall in any circumstances impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(l) "Forced Outage" means a shut-down by Elgin in the operation of all or a portion of Elgin's System, such that no water is delivered to District's Point of Delivery: (i) which shut-down is, in the reasonable opinion of Elgin, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Elgin has notified District in accordance with Section 3.2.

(m) "Governmental Authority" means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, the Gonzales County Underground Water Conservation District, the Fayette County Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(n) "Loss(es)" means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney's fees and expenses).

(o) "Master Meter(s)" means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Elgin to District at the Point of Delivery.

(p) "Maximum Yearly Delivery Rate" means the maximum rate at which Elgin is obligated to deliver water to District in accordance with the Schedule for Water Needs for Triada attached hereto as **Exhibit "C"**, which may be amended from time to time.

(q) "MGD" means millions of gallons per day.

(r) "New Rate Billing Cycle" means the second billing cycle after the New Rate Effective Date.

(s) "Party" or "Parties" means District, Elgin, and their respective successors or assigns.

(t) "Permit" means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(u) "Planned Outage" means a shut-down by Elgin in the operations of Elgin's System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Elgin in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Elgin has notified District in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than twenty-four (24) hours unless another time period is agreed upon by Elgin and District.

(v) "Point of Delivery" means the point designated and approved under this Agreement at which District may withdraw water from Elgin's System for distribution as more particularly described in Article VI and in **Exhibit "D"**.

(w) "Prevailing Pressure" means the pressure of Elgin's System at the Point of Delivery. For purposes of this Agreement, the Prevailing Pressure shall be 35 psi.

(x) "Rate" or "Rates" means the price to be paid by District to Elgin for the purchase and delivery of water to District's Point of Delivery under this Agreement, which Rate shall be based on Elgin's then current Terms and Conditions.

(y) "Rate Effective Date" means the date on which Elgin adopts new Rates.

(z) "Requirement of Law" means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(aa) "Service Area" means the area contained within Elgin's CCN or District's CCN, as appropriate, as may be amended from time to time. If District does not have a CCN, then "Service Area" refers to the area in which District is lawfully furnishing retail water utility service to end use customers.

(bb) "System" means collectively all of Elgin's production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Elgin, together with all future improvements, enlargements, extensions and additions to any of the foregoing, and all the future new facilities that are required or constructed by Elgin, and all repairs to, or replacement of, the System.

(cc) "Tariff" means the Water Tariff for Elgin, as approved by Elgin's City Council, and as may be amended or revised from time to time.

(dd) "TCEQ" or "Commission" means the Texas Commission on Environmental Quality, and its successor agencies.

(ee) "Terms and Conditions for Wholesale Service outside CCN No. 10311", as adopted by the Elgin City Council, and as may be amended from time to time by Elgin.

(ff) "Water Year" means a calendar Year.

(gg) "Year" and "Years" mean and refer to calendar year(s).

1.2 <u>Rules of Construction</u>.

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;

(ii) references to the masculine, feminine or neuter include all such forms;

(iii) the words "include," "includes," and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation";

(iv) the terms "hereof," "herein," "hereunder," "hereto," and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and

(v) "or" is used in the inclusive sense of "and/or."

(b) Unless otherwise specified, any reference to any document, instrument or agreement:

(i) includes and incorporates all exhibits, schedules and other attachments thereto;

(ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and

(iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

(c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 **Recitals.** All recitals of the Preamble are incorporated and made a part of this Agreement.

1.4 **Captions.** All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

ARTICLE II.
PROVISION OF WATER

2.1 **Agreement to Sell and Purchase.**

(a) Subject to all the terms and conditions set forth in this Agreement, and Elgin's Terms and Conditions for Wholesale Service, Elgin agrees to sell and the District agrees to buy water on a wholesale basis only after water has been delivered by Elgin. The water shall be provided at the Point of Delivery for District's own use and for distribution to customers served by District's water distribution system within the Property.

(b) All sales of water from Elgin to District under this Agreement are subject to any applicable rules of the Lost Pines Groundwater Conservation District.

2.2 **Quantity of Water to be Delivered.** The Maximum Yearly Delivery Rate of water to be treated and delivered under this Agreement in any Water Year shall be the amounts listed in the Schedule for Water Needs attached hereto as **Exhibit "C"**. Elgin agrees to provide wholesale water services to the District sufficient (i) to serve the land uses shown on the Concept Plan

attached to the Development Agreement for the Property, and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the fees and charges set forth in this Agreement. .

2.3 <u>Rate of Delivery and Pressure</u>.

(a) From the date of execution of this Agreement, Elgin shall deliver water to the Point of Delivery at the Maximum Yearly Delivery Rate. Elgin may install devices to insure compliance with this section.

(b) Water will be furnished at the Prevailing Pressure of Elgin's System at the Point of Delivery, but Elgin agrees that the water supply shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to each retail customer meter within the District under normal operating conditions. Emergency failure of pressure or supply shall excuse Elgin from this provision for such reasonable period of time as may be necessary to restore service.

(c) Elgin will furnish water at Point of Delivery as necessary to meet demands within the District as buildout progresses. A 12-inch water line constructed in the arterial street and 8-inch water lines constructed in the collector and local streets are to be built to meet the following: (i) the maximum daily flow rate, (ii) the maximum hourly domestic ratee, or peak day plus fire flow ; and (iii) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time).

(d) Elgin's responsibility and liability for the water being delivered to District shall cease after said water passes through the Master Meter at the Point of Delivery and enters District's system.

(e) Elgin is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

2.4 Responsibility of District.

(a) Except as otherwise set forth herein, District is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other requirements imposed on District under Title 30 Texas Administrative Code, Chapters 290 and 291, and any other regulatory requirements. Elgin shall bear no such responsibility to District or any of District's customers.

2.5 Water Quality.

(a) The quality of Water to be supplied and delivered by Elgin at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time.

(b) District shall protect District's system from cross-connection and contamination under the specifications required by the health standards of the State of Texas.

2.6 Separation of Systems. A device paid for by District, designed by District as part of District's water system, and approved by Elgin to prevent flow reversal or an air gap shall always be maintained between Elgin's System and District's system at the Point of Delivery.

ARTICLE III.
MAINTENANCE AND CURTAILMENT

3.1 Planned Outages. To the extent reasonably possible, Elgin shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District's system.

3.2 Forced Outages. When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Elgin shall notify District of the existence, nature, and expected duration of the Forced

Outage as soon as practical. Elgin shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Elgin shall immediately inform District of any changes in the nature and expected duration of such Forced Outage.

3.3 Curtailment.

(a) If water supplies or services are curtailed to Elgin's retail members, or if water conservation measures are mandated by a Governmental Authority, Elgin shall impose a like curtailment on deliveries or water conservation measures on District as provided in Texas Water Code § 11.039. The curtailment Elgin imposes on District shall be equal in duration to the curtailment imposed on Elgin's retail members.

(b) Elgin will notify District of the quantity by which District will reduce its daily take from Elgin, as well as the duration of the requirement that the take be reduced. District shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to District's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by District in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Elgin to impose a 5% reduction in District's daily take starting on August 15, 2021, Elgin will determine, based on meter data, the amount of water purchased by District in August 2020, and divide that number by thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that District must reduce its daily take until further notice from Elgin.

3.4 **Emergency Notification.** Elgin shall notify District as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Elgin, and to provide District a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

ARTICLE IV.
RATES AND COMPENSATION

4.1 **Rates.** The Rate for Wholesale Service under this Agreement shall be as provided in Elgin's Terms and Conditions.

4.2 **Books and Records.** All books and records upon which such Rate adjustment is based shall be made available to District at the office of Elgin during the regular business hours of Elgin, upon request by District.

4.3 **Reasonableness of Rates.** District agrees that the Rates initially charged by Elgin and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Elgin are subject to modification as provided herein. District agrees that any such change in these Rates by Elgin is just and reasonable and does not adversely affect the public interest. Notwithstanding any provision to the contrary, District does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Elgin that is not in conformance with the terms of this Agreement.

4.4 **Rate Case.** If a court, the Public Utility Commission, or any federal or state regulatory authority finds that Elgin's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, Elgin has the option to terminate this Agreement without liability to District, but Elgin shall provide District at least six (6) months' notice prior to such termination.

ARTICLE V.
EQUIPMENT AND OPERATION

5.1 **Master Meter.** Elgin shall furnish and install, or caused to be furnished and installed, operate, and maintain a Master Meter(s) at the Points of Delivery set forth in Exhibit "D". The District at District's sole expense, shall provide all appurtenances for the Master Meters as provided by Elgin's current specifications and standards. The Master Meter(s) shall remain the property of Elgin at all times. The amount of water delivered by Elgin through the Point of Delivery to District shall be determined based upon the data collected at the Master Meter(s) at such location

5.2 **Access to Master Meter.** District may have access to the Master Meter(s) only upon approval by Elgin and only for the purpose of verifying its readings. Such approval shall not be unreasonably withheld or delayed, so long as District provides Elgin with a written request at least forty-eight (48) hours before such access would occur. At no time shall District be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Elgin's System. If the Master Meter(s) is located within an area of restricted access, District shall ensure that Elgin has access at all times.

5.3 **Reading of Meter.** On a monthly basis, Elgin shall be responsible for reading the meter(s) at the Point of Delivery and submitting an invoice to District for the quantity of water provided. Elgin shall keep accurate records of all measurements of water required under this Agreement. Upon reasonable request and notice, District or its agents may have access to the records maintained by Elgin of meter readings associated with the Point of Delivery.

5.4 **Regular Testing of Master Meter.** It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter(s) is not registering accurately or is malfunctioning, so that the meter can be promptly repaired. Elgin shall test the Master Meter for accuracy at least

once each twelve (12) month period, and more often as deemed necessary by Elgin to ensure its accuracy. Elgin shall provide District with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and District shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to District shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

5.5 Additional Testing of Master Meter. District shall have the right to request Elgin to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Elgin agrees to perform its testing and calibration of the Master Meter in the presence of a representative of District, and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Elgin shall give District forty-eight (48) hours' notice of the time when any such testing shall occur. Elgin may proceed with such testing and adjustment, if necessary, in the absence of any representative of District. District shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Elgin shall pay the costs of the

additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

5.6 **Maintenance of Master Meter.** Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Elgin. Elgin shall provide repairs to the Master Meter in a prompt and timely manner. If Elgin cannot make such repairs in a timely manner, then District shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Elgin.

ARTICLE VI.
POINT OF DELIVERY

6.1 **Location of Point of Delivery.** The Point of Delivery for Water delivered and taken under this Agreement is located as described in **Exhibit "D"** hereto.

6.2 **Relocation of Point of Delivery.** The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary.

ARTICLE VII.
OWNERSHIP OF WATER AND FACILITIES

7.1 **Transfer of Ownership.** As between the Parties, Elgin shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. District shall be: (1) deemed to take exclusive care, custody, and control of all water from and after the Point of Delivery; and (2) responsible for all Losses associated with all water from and after the Point of Delivery.

7.2 **No Ownership of Facilities.**

(a) District obtains no ownership, leasing, or management interest in any of Elgin's System by or through this Agreement or payment of any Rate set forth herein.

(b) Elgin obtains no ownership, leasing, or management interest in any of District's System by or through this Agreement or provision of water service set forth herein.

(c) District shall be responsible for maintenance and repairs on all facilities located downstream of the Point of Delivery. District will use all reasonable efforts to prevent waste through line leakages or breaks.

ARTICLE VIII.
BILLING AND PAYMENT

8.1 Meter Readings.

(a) Elgin shall send a bill to District once per month setting forth the quantity of water delivered to District as determined by Elgin's periodic readings of the Master Meter installed at the Point of Delivery. District shall pay the total amount owed to Elgin by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Elgin's Terms and Conditions.

(b) Elgin shall also invoice District for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by District within fifteen (15) Days after receipt.

8.2 Breach for Failure to Timely Pay. Should District fail to tender payment to Elgin by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Elgin shall notify District of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) Days from the due date, then Elgin may, at its discretion, temporarily terminate service to District until payment is made; provided, however, that the District will have the right to continue to receive service during a good faith appeal of a disputed bill, as provided in Section 8.3. If such delinquency is not cured within thirty (30) Days

after temporary termination of service, District will be in breach of a material term and/or condition of this Agreement and Elgin may terminate this Agreement as provided herein.

8.3 **Disputed Bills.** If District in good faith disputes the amount of the bill, District shall submit such dispute in writing to Elgin no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by District should have been less, or more, Elgin shall promptly revise the monthly invoice amount in a manner that District or Elgin will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

ARTICLE IX.
FORCE MAJEURE

9.1 **Procedure for Calling Force Majeure.**

(a) **Notice of Force Majeure**. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) **Obligations During Pendency of Force Majeure**. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

9.2 <u>Effects of Force Majeure</u>.

(a) Relief From Obligation of Performance. Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) Relief From Obligation of Counter-Performance. The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

9.3 <u>Limitations on Force Majeure</u>.

(a) Scope and Duration. No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or

circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) No Extension of Term. Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

ARTICLE X.
DEFAULT AND TERMINATION

10.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

10.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

(i) injunctive relief;

(ii) specific performance;

(iii) the right to cure the other Party's default;

(iv) suspension of delivery of water hereunder;

(v) termination of this Agreement;

(vi) any of the remedies afforded in this Agreement; and

(vii) any other remedies permitted at law or in equity, including damages.

Provided, that Elgin shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement.

10.3 <u>Elgin Right to Suspend or Terminate</u>. Elgin shall have the right, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Elgin's performance of any of its duties or obligations under this Agreement, upon thirty (30) Days prior written notice to District, in the event that:

(i) Elgin loses any Permit or other authorization from a Governmental Authority that is required by Elgin to perform its obligations under this Agreement;

(ii) Elgin is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or

(iii) Elgin loses its ability to transport water to the Point(s) of Delivery due to circumstances beyond Elgin's control.

10.4 <u>Termination for Continued or Multiple Force Majeure</u>. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for

such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

10.5 **Mutual Termination by Parties**. This Agreement may be terminated at any time upon agreement of the District and Elgin as evidenced in writing. The termination shall take effect upon the date agreed to in writing by the District and Elgin.

10.6 **Termination by One Party**. Both the District and Elgin have the unilateral authority to terminate this Agreement immediately by written notice no later than twelve (12) months in advance of the expiration of the Agreement.

10.7 **Effective Date of Termination.**

With the exception of a termination or suspension by District pursuant to Section 10.4, upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Elgin's stranded investment incurred in anticipation of providing the services to District throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

ARTICLE XI.
DISPUTE RESOLUTION

11.1 **Attempt to Resolve.** The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

(i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

11.2 **Non-Binding Mediation.** In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Elgin and District shall enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Elgin and District shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

11.3 **Rates Not Subject to Mediation.** Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.

11.4 **Costs of Mediation.** Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

ARTICLE XII.
REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 **Elgin Representations and Warranties.** Elgin hereby represents and warrants to District, as of the date hereof, as follows:

(i) Elgin has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Elgin by the appropriate officials of Elgin, and constitutes the legal, valid and binding obligation of Elgin, enforceable against Elgin in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Elgin have been duly authorized under the bylaws and all other applicable Requirements of Law of Elgin and will not contravene any provision of or constitute a default under any other agreement or instrument to which Elgin is a party or by which Elgin or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Elgin.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

12.2 **District Representations and Warranties.** District represents and warrants to Elgin, as of the date of this Agreement, as follows:

(i) District is a municipal utility district being created pursuant to Article 16, Section 59 of the Texas Constitution, operating pursuant to Chapter 49 and 54 of the Texas Water Code, and is authorized to provide retail water utility service to the areas within its boundaries, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of District, and constitutes the legal, valid and binding obligation of District, enforceable against District in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of District's knowledge) threatened, against District or related to District's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by District of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of District; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will District pay a fee to or in any other manner compensate any of Elgin's board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection 12.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE XIII.
TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of forty (40) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement District agrees that Elgin has no obligation to provide it with water after the termination of this Agreement. Unless either District or Elgin provides the other party with its written intent to not renew this Agreement not later than two (2) years prior to the date of the expiration of the initial

term of this Agreement, this Agreement shall automatically renew for an additional twenty (20) year period and the Agreement's terms and conditions shall remain in effective for the length of the additional twenty (20) year period.

ARTICLE XIV.
MISCELLANEOUS

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors, but the Agreement shall not be otherwise assignable in whole or in part by either Elgin or District without first obtaining the written consent of the other, which should not be unreasonably withheld, conditioned, or delayed.

14.2 Governing Law and Venue. The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Elgin are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

14.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

(i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Elgin as follows:

_____
_____
_____
_____

Notice to District shall be made as provided on **Exhibit "E"** hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

14.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

14.5 Severability. In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

15.6 Entire Agreement. This Agreement contains all of the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both oral and written, with regard to the subject matter.

14.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and District. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by District under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt obligations issued by Elgin or District. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or District.

14.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates,

instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

14.10 <u>Third Party Beneficiaries</u>. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

14.11 <u>Deadlines</u>. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

ELGIN	**TRIADA MUNICIPAL UTILITY DISTRICT**
By: _____ Mayor	By: _____ President
Date: _____	Date: _____
ATTEST:	ATTEST:
By:_____	By:_____
Date:_____	Date:_____

EXHIBITS

Exhibit A-	**Description of Property**
Exhibit B-	**Elgin's Terms and Conditions for Wholesale Water Service**
Exhibit C-	**Schedule for Water Needs for Triada**
Exhibit D-	**Points of Delivery**
Exhibit E-	**Name and Address for District**

271.82 ACRES
HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518
TRAVIS COUNTY, TEXAS

to a calculated point at the southeast corner of said 34.72 acre tract of land, being at a northern interior corner of said Lot 13, for an eastern exterior corner of the herein described tract of land,

THENCE, N63°11'20"W, with the common line of said Homestead Estates Unit 2 and said 34.72 acre tract of land, a distance of 667.84 feet to a 5/8 inch iron rod found with illegible cap at the northwest corner of Lot 24, Block C, said Homestead Estates Unit 2, being at the northeast corner of said 75.710 acre tract of land, for corner,

THENCE, S26°38'49"W, with the common line of said 75.710 acre tract and said Homestead Estates, Unit 2, a distance of 1304.77 feet to a 5/8 inch iron rod found with illegible cap for the southeast corner of said 75.710 acre tract of land, being at the southwest corner of Lot 23, Block C, said Homestead Estates, Unit 2, same being on the north line of said 39.216 acre tract of land (Exhibit A) recorded in Document Number 2021130999, Official Public Records, Travis County, Texas, for a northern interior corner of the herein described tract of land,

THENCE, S62°44'20"E, with the common line of said 39.216 acre (Exhibit A) and said Homestead Estates, Unit 2, a distance of 667.25 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northeast corner of said 39.216 acre (Exhibit A), being on the south line of Lot 44, Block B, said Homestead Estates, Unit 2, same being at the northwest corner of a called 93.465 acre tract of land conveyed to Elgin I.S.D. by deed recorded in Volume 9331, Page 902, Real Property Records, Travis County, Texas, for an easterly northeast corner of the herein described tract of land,

THENCE, S26°24'16"W, with the common line of said 39.216 acre (Exhibit A) and said 93.465 acre tract of land, a distance of 1260.72 feet to a Mag nail found on the east line of said 39.216 acre (Exhibit A), being at the southwest corner of said 93.465 acre tract of land, same being at the northwest corner of Lot 4, Stone Creek Ranch, a subdivision recorded in Document Number 202200128, Official Public Records, Travis County, Texas,

THENCE, S26°34'50"W, with the east line of said 39.216 acre (Exhibit A) and the west line of said Lot 4, passing the southeast corner of said 39.216 acre tract, being the northeast corner of said 14.795 acre tract of land, and continuing with the common line of said 14.795 acre tract of land and said Stone Creek Ranch, for a total distance of 1240.19 feet to a capped 1/2 inch iron rod found at the southeast corner of said 14.795 acre tract of land, being an angle point on the north line of FM 1100 (80' R.O.W.), same being at the beginning of a curve to the left, for the southeast corner of the herein described tract of land,

THENCE, along said curve to the left, with the common line of said FM 1100 and said 14.795 acre tract of land, having a radius of 11500.05 feet, an arc length of 237.40 feet, and a chord that bears N64°49'20"W, a distance of 237.40 feet to a TXDOT concrete monument found for corner,

THENCE, N65°24'49"W, with the south line of said 14.795 acre tract of land, the south line of said 14.580 acre tract of land, the south line of said 14.341 acre tract of land, and the north line of said FM 1100, a distance of 1736.37 feet to a Mag nail found at the southwest corner of said 14.341 acre tract of land, being at the southeast corner of a called 14.164 acre tract of land conveyed to Carlos A. Guzman and Alicia Hernandez Sayago by deed recorded in Document Number 2018017932, Official Public Records, Travis County, Texas, same being on the north right-of-way line of said FM 1100, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the common line of said 14.341 acre tract and said 14.164 acre tract of land, a distance of 978.39 feet to a 1 inch iron pipe found at the northwest corner of said 14.341 acre tract of land, being at the northeast corner of said 14.164 acre tract of land, same being on the south line of said 38.216 acre tract of land (Exhibit B), for a southern interior corner of the herein described tract of land,

THENCE, N63°41'54"W, with the south line of said 38.216 acre tract of land (Exhibit B), and the north line of said 14.164 acre tract of land, a distance of 194.64 feet to a 5/8 inch iron rod found with illegible cap on the north line of said 14.164

acre tract of land, being at the southwest corner of said 38.216 acre tract of land (Exhibit B), same being at the southeast corner of said 39.216 acre tract of land (Exhibit C),

THENCE, N63°43'11"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.164 acre tract of land, a distance of 436.12 feet to a 1 inch iron pipe found at the northwest corner of said 14.164 acre tract of land, being on the south line of said 38.216 acre tract of land (Exhibit C), same being at the northeast corner of a called 14.263 acre tract of land (Part Three) conveyed to Anna Marie Swenson Simmons by deed recorded in Volume 8948, Page 870, Real Property Records, Travis County, Texas,

THENCE, N63°32'21"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.263 acre tract of land, a distance of 617.37 feet to a 1 inch iron pipe found at the northwest corner of said 14.263 acre tract of land, being at the southwest corner of said 39.216 acre tract of land (Exhibit C), same being on the east line of a called 56.568 acre tract of land conveyed to Angel Chaparro by deed recorded in Document Number 2016086749, Official Public Records, Travis County, Texas, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the west line of said 39.216 acre tract of land (Exhibit C), the east line of said 56.568 acre tract of land, the east line of a called 61.600 acre tract of land (Property Two) conveyed to Rebecca Howell by deed recorded in Document Number 2020074731, Official Public Records, Travis County, Texas, and described in Volume 12544, Page 2223, Real Property Records, Travis County, Texas, and the east line of a called 35.20 acre tract of land (Exhibit A) conveyed to Rebecca Howell by deed recorded in Document Number 20212477774, Official Public Records, Travis County, Texas, a distance of 1626.84 feet to a 5/8 inch iron rod found at the northwest corner of said 39.216 acre tract of land (Exhibit C), being on the east line of said 35.20 acre tract of land, same being at the southwest corner of said 75.710 acre tract of land,

THENCE, N26°52'34"E, with the east line of said 35.20 acre tract of land, the west line of said 75.710 acre tract of land, and the east line of said 33.899 acre tract of land, a distance of 1289.37 feet to the POINT OF BEGINNING and containing 271.82 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW ONLY. RELEASE DATE 7/18/2023.

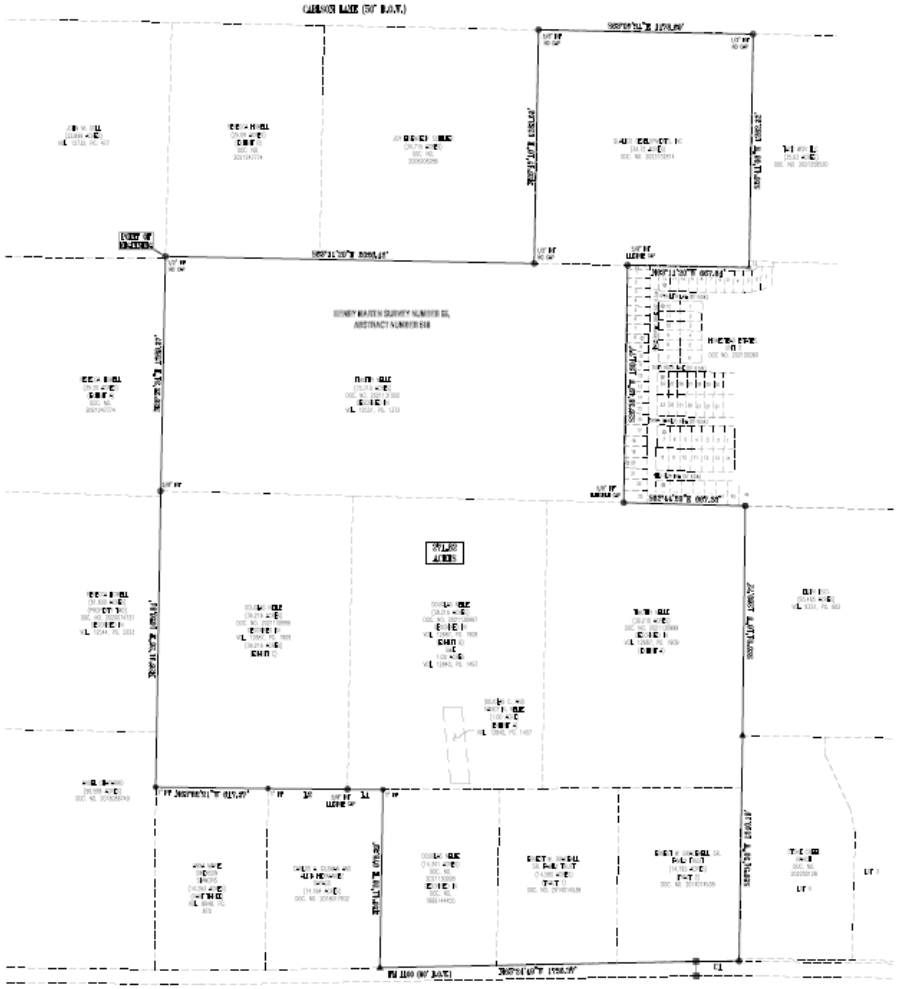
Surveyed by:_____

Eric John Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
Edannheim@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: JANUARY 31, 2024

PATH: - J:AC3D\ 5535-022\SURVEY\METES AND BOUNDS\M&B - 271.82 ACRES – MUD TRACT.DOC

271.82 ACRES SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NEILLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NEILLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NEILLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NEILLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NEILLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NEILLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENT, INC BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



LEGEND

- CONCRETE MONUMENT FOUND
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SURVEYING" (UNLESS NOTED)
- IRON PIPE FOUND
- NAIL FOUND

Line Table		
Line #	Length	Direction
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	CCDs
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

WE, THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF THAT COUNTY MUNICIPAL UTILITY DISTRICT ____, DO HEREBY CERTIFY THAT THIS MAP IS A COMPLETE AND ACCURATE MAP SHOWING THE BOUNDARIES OF THE DISTRICT.

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ___ DAY OF _____, 20__.

_____
NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VALID OR BINDING OR RELIED UPON AS A FINAL SURVEY DOCUMENT UNTIL FINAL RECORDING HAS TAKEN PLACE.
10/08/2024

BRIAN JOHN DARBEN, RPLS# 6375
CARLSON, BRIGANCE AND DOERING, INC.
9301 WEST WILLIAM CANNON
AUSTIN, TEXAS 78748
(512)288-2180
BRIAN@CBDENG.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #3 [illegible] ◆ REG. # [illegible]
Civil Engineering ◆ Surveying
9301 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 288-2180 ◆ Fax No. (512) 288-5160

J:\ACAD\0535-022\Survey\MUD EXHIBIT – 271.82 ACRES

EXHIBIT "B" TO WATER SERVICE AGREEMENT
ELGIN'S TERMS AND CONDITIONS FOR WHOLESALE WATER SERVICE

CITY OF ELGIN
TERMS AND CONDITIONS FOR WHOLESALE SERVICES

SECTION 1.0
DEFINITIONS

“Triada” means Qualico Developments (U.S.), Inc., as represented by its Board of Directors.

“Triada’s Engineer” means a person or firm licensed by the State of Texas and engaged by Triada’s Municipal Utility District to provide engineering consulting services to Lund Farm MUD.

“Triada’s System” means collectively all of the system that resides within the development for retail service excluding the City of Elgin’s 12” transmission line.

“Capacity Charge” means the cost to have water service available under a Wholesale Service Agreement.

“Commodity Replacement Charge” means the charge assessed under a Wholesale Service Agreement for the purpose of replacing the water supply contracted for sale to Triada.

“Cost of Construction” means all expenses associated with constructing, installing and placing a facility into operation including, but not limited to, planning, engineering, clearing surveying, legal, land acquisition, acquisition of rights-of-way, the construction contract, and the like.

“Elgin” means the City of Elgin, Texas.

“Elgin’s Engineer” means a person or firm licensed b the State of Texas and engaged by the City of Elgin to provide engineering consulting services to Elgin.

“Elgin’s System" means collectively all of Elgin's production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

"Maximum Daily Delivery Rate" means the maximum rate at which Elgin will deliver water to Triada under a Wholesale Service Agreement in one twenty-four (24) hour period.

"Monthly Customer Charge" means the cost to have water available at a meter.

"Service Area" means that area to which Elgin may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Elgin.

"Usage Charge" means the charge billed for water delivered through a metered point of delivery.

"Wholesale Service" means wholesale water service provided to a retail public utility, as defined by the Texas Water code, located outside of Elgin's service area. Water provided under Wholesale Service shall be partial requirements only, pursuant to a Wholesale Service Agreement between Elgin and Triada. Such water shall be sub metered for resale by Triada within Triada's service area. Elgin will not be a retail service provider to Triada's customers.

SECTION 2.0
WHOLESALE SERVICE RATE SCHEDULE

Section 2.01 -Water Rates

The monthly charge for Wholesale Service shall be the sum of the Monthly Wholesale Charge and the Usage Charge.

The Monthly Base Charge is a fixed charge assessed against the number of residential customers in the amount of $40.00 per customer. Such amount shall be payable in advance on a monthly basis.

The Usage Charge is applicable to all water actually delivered to Triada by Elgin pursuant to the Wholesale Service Agreement in the amount of $3.53 per 1,000 gallons delivered after a 12% discount from retail price of $4.01.

The Monthly Wholesale Charge and Usage Charge may be changed by Elgin from time to time and Elgin will give Triada thirty (30) days written notice of any such change.

Section 2.02 --Miscellaneous Fees and Requirements for Service

a. Reconnection Fees

Base Reconnection Fee	$60.00
Past Due Balance	As applicable

If disconnected for non-payment, the above Reconnection Fee must be paid before service can be restored to Triada. A Base Fee of $60.00 shall be charged for all reconnections.

b. Late Charge

A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the l 0th, may require disconnection. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

c. Returned Check Charge $35.00

SECTION 3.0
SERVICE RULES AND REGULATIONS

Section 3.0 I - Application for Wholesale Service

Wholesale Service is provided pursuant to a Wholesale Service Agreement, after (i) receipt of an application for Wholesale Service, and (ii) a determination is made by Elgin that Wholesale Service is available to Triada Municipal Utility District (MUD). Service will be provided by Elgin in its sole determination, taking into consideration the proposed place of use of the water, the furtherance of the goals of regionalization, the optimal use of Elgin's infrastructure, and other policies and guidelines adopted by Elgin from time to time.

Triada MUD will meet the following minimum qualifications for Wholesale Service including, but not limited to:

1. Payment for and transfer of Aqua's CCN to the City of Elgin per the Texas Water Code so it may hold a valid certificate of Convenience and Necessity ("CCN") for the provision of wholesale water utility service issued by the Public Utility Commission, its predecessors or successors.

Section 3.02 -- Billing

Water bills shall be rendered monthly unless service is terminated before the end of a billing cycle.

Payment is considered late if not received at Elgin's office or postal address by the 10th of the month. A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th may result in disconnection.

Section 3.03 -- Service Disconnection

Wholesale service may be disconnected if a bill has not been paid and proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement.

2. Willful violation of a usage rule when that. violation interferes with another member's service;

3. Other reasons set forth in the Wholesale Service Agreement.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;

2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or

3. In instances of tampering with Elgin's meter or equipment.

Section 3.04 – Litigation

These Terms and Conditions shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these Tenns and Conditions shall be performable in Bastrop County, Texas. All payments required to be made to Elgin under the Wholesale Service Agreement shall be made at Elgin's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under the Wholesale Service Agreement.

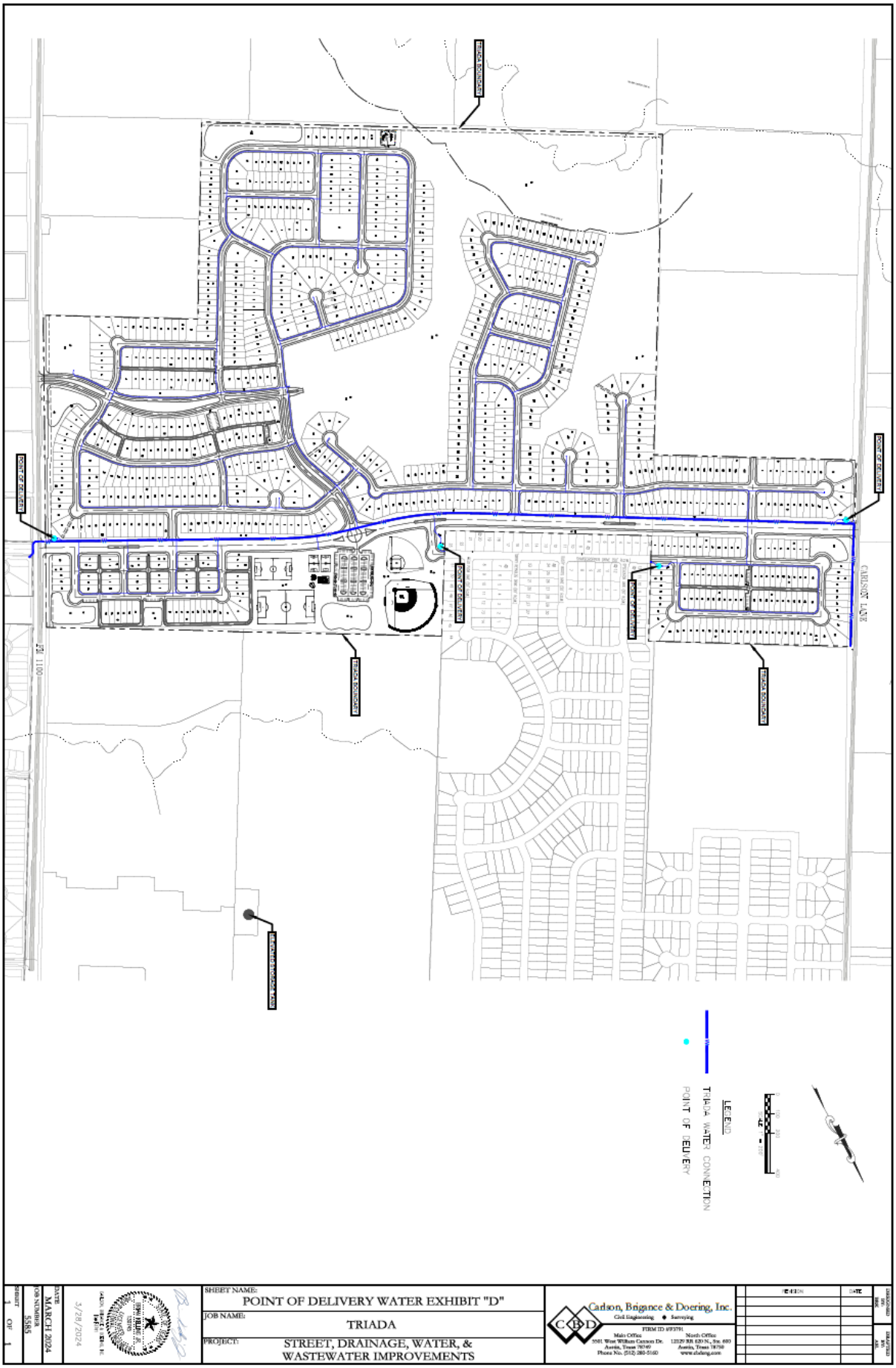
EXHIBIT "C" TO WATER SERVICE AGREEMENT
SCHEDULE FOR WATER NEEDS FOR TRIADA

EXHIBIT "C" TO WATER SERVICE AGREEMENT		
SCHEDULE FOR WATER NEEDS FOR TRIADA		
	Additional	Cumulative
Date	LUEs	LUEs
8/20/2025	112	112
5/25/2026	93	205
11/21/2026	112	317
2/19/2027	191	508
5/14/2028	154	662
2/8/2029	213	875

EXHIBIT "D" TO WATER SERVICE AGREEMENT
POINT OF DELIVERY

The Points of Delivery for Triada Municipal Utility District is located at the Master Meters in a location along the major arterial that bisects the development in a north/south direction.

.



SHEET NAME: POINT OF DELIVERY WATER EXHIBIT "D"

JOB NAME: TRIADA

PROJECT: STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr., Austin, Texas 78749, Phone No. (512) 280-5160
North Office: 12129 RR 620 N., Ste. 600, Austin, Texas 78750, www.cbdeng.com

REVISION | DATE

DATE: MARCH 2024
JOB NUMBER: 5585
SHEET 1 OF 1

3/28/2024

EXHIBIT "E" TO WATER SERVICE AGREEMENT
NAME AND ADDRESS FOR DISTRICT

District Name: Triada Municipal Utility District
District Address: The District is generally located between FM 1100 & Carlson Lane, 1-mile west of County Line Road in Elgin, Texas.

FYI - The existing address for the Nelle's residence is 17902 FM 1100, Elgin, Texas 78621.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WASTEWATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approval of a Wholesale Wastewater Agreement with Qualico Developments known as the Triada Development.

BACKGROUND:
Specified in this agreement, the City agrees to provide wholesale wastewater service to the Triada Development up to 909 LUE's

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

RECOMMENDATION:
Review and approval of a Wholesale Wastewater Agreement with Qualico Developments known as the Triada Development.

ATTACHMENTS:
1. RESwholesalwastwater
2. Triada Wholesale Wastewater Agreement - Signed by Qualico 4.22.2024

{} 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, AUTHORIZING AN AGREEMENT WITH QUALICO DEVELOPMENTS FOR WHOLESALE WASTEWATER SERVICE FOR THE TRIADA MUNICIPAL UTILITY DISTRICT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The City of Elgin has certain interest in providing retail wastewater to Qualico Developments for the Triada Development; and

WHEREAS, The Triada Development has made a request to be served by The Elgin Municipal Wastewater System, and;

WHEREAS, City staff and the City Engineer have determined that the system has sufficient wastewater capacity available to serve the Triada development with wholesale wastewater service; and;

WHEREAS, the City Staff now present this agreement to the council for review and approval.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute the *Agreement for Wholesale Wastewater service* and 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 7th day of May, 2023

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this "Agreement") is made and entered into by and between Qualico Developments (U.S.), Inc., a Texas limited liability company ("Owner") and the City of Elgin, Texas ("City"). The Owner and the City may be referred to herein each as a "Party" or collectively as the "Parties". The Triada Municipal Utility District ("District") (or such other name as the Texas Commission on Environmental Quality may require, the "District"), which is a municipal utility district to be created, will either join this Agreement as set forth below and after such joinder shall become a party to this Agreement or Owner may assign its interest and obligations in full to the District.

WHEREAS, the Owner is a Delaware corporation; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Owner currently owns 271.82 acres of land more particularly described in Exhibit "A", attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Owner and annexed into the District, the "Property"); and

WHEREAS, the Property (a portion of which concurrent with this Agreement is being released by the City from its corporate limits) is now wholly located within the extraterritorial jurisdiction of the City and the District; and

WHEREAS, the Parties anticipate that the Property will have 909 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into a Development and Consent Agreement dated _____ ("Development Agreement") that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant (the "New WWTP") and certain interceptor lines connecting the Property to the wastewater facilities of the City ("On-Site & Off-Site Interceptor Lines"); and

WHEREAS, the City has previously adopted the Rate Order attached hereto as Exhibit "B" (the "Wholesale Rates"); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

   The responsibility and timing for the design, construction, and financing of the New WWTP, Off-Site Interceptor Lines, Off-Site Wastewater Conveyance Line Improvements, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (collectively, the "Off-Site Wastewater Facilities") are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Off-Site Wastewater Facilities shall be performed in accordance with the Development Agreement.

2. Wastewater Service

   The City agrees to provide wholesale wastewater service to the District for the Property to handle up to 909 LUEs. In providing this service, the City specifically agrees to allow the District to utilize the City's existing wastewater collection system and treatment plant for wastewater service to up to 909 LUEs within the Project. Design and construction of the On-Site Interceptor Line shall comply with City and State standards and shall be the responsibility of the District. Design and construction of the Off-Site Wastewater Conveyance Line Improvements shall comply with City and State standards and shall be the responsibility of the City. Substantial completion of the Off-Site Conveyance Line Improvements shall correspond to the substantial completion of the New WWTP and in no case be beyond 60 days beyond said substantial completion of the New WWTP.

3. Interior Improvements.

   (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the "Interior Improvements"). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.

(b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City's sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.

(c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider, with the exception of the On-Site Interceptor Line, which will be designed and constructed by the District and conveyed to the City upon acceptance of the improvements and the expiration of the two-year warranty period. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City's Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

(a) After completion and dedication of the On-Site Interceptor Line to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Development Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas, the regulations of the Texas Commission on Environmental Quality, and all duly adopted rules and regulations of the City, subject to payment of the following:

(1) Tap fees and inspection fees as defined in the District's Rate Order which will be collected by the District or by a third-party on behalf of the District. The Owner, the District and applicants for wastewater service within the Property are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below and the Development Agreement; and;

(2) Monthly services charges based on the Wholesale Rates set forth in this Agreement.

(b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.

(c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvement.

(d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.2227 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Development Agreement.

(f) Condition of Wastewater Delivered.

(i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 ofthe City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed

industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.

(ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

(1) types and quantities of discharges that are prohibited for entry into their systems;

(2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and

(4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other

prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who

refuse access for the purpose of sampling from the District system in accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

(a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.

(b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:

(1) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or

(2) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.

(c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance

requirements. Master meters shall be owned by the City and installed to measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then at the District's expense, additional calibrations may be performed. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property. If, as a result of any test or failure, the master meter(s) are found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the master meter(s) shall be corrected at the rate of the inaccuracy for any period which is definitively known or agreed upon or, if no such period is known or agreed upon:

(1) based on the three-month winter average when available; or

(2) the most recent three-month wastewater meter readings if no winter average is available.

6. Payments by the Owner.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees, applicable Capacity Fees, applicable Impact and Tap Fees, and Advance Payments, as defined in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city usage rates for wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the retail water service will be provided to the Property by the District with wholesale water services furnished by the City. The District will make every effort to utilize one bill to cover the cost of water, wastewater, and trash service. Nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wholesale wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to

resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

CITY:	City of Elgin PO Box 591 Elgin, Texas 78621 Attn: City Manager
With Copy to:	Mark J. Schroeder Hejl & Schroeder PC 311 Talbot Street PO Box 192 Taylor, Texas 76574
OWNER:	Qualico Developments (U.S.), Inc. 14400 The Lakes Boulevard

Building C, Suite 200
Pflugerville, Texas 78660

With Copy to: McLean & Howard, LLP
Attn: Tony Corbett
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

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

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

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

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the "Effective Date").

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

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

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

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

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

18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this

Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

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

21. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represent 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 Owner.

22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.

23. Assignability.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.

(b) This Agreement shall not be assigned by the City without the Owner's

express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

25. Joinder by the District.

The Owner and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in Exhibit "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by it duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

ATTEST:

_____
City Secretary

CITY OF ELGIN:

By:_____

Printed Name:_____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____
Notary Public, State of Texas

DEVELOPER:

QUALICO DEVELOPMENTS (U.S.), INC., a Delaware corporation

By: _____

Printed Name: LaNelle Deardorf - Vice President

Title: _____

Date: 4/22/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22nd day of April 2024, _____, by LaNelle Deardorf, VICE PRESIDENT of Qualico Developments (U.S.), Inc., a Delaware corporation.

(Seal and Expiration)

OLGA M REAGOR
Notary Public, State of Texas
Comm. Expires 07-20-2024
Notary ID 12906191-3

_____
Notary Public, State of Texas

EXHIBIT "A" TO WASTEWATER SERVICE AGREEMENT
DESCRIPTION OF PROPERTY

Insert Survey & Metes & Bounds Description

271.82 ACRES
HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518
TRAVIS COUNTY, TEXAS

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 271.82 ACRE TRACT OF LAND SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENTS, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 271.82 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 75.710 acre tract of land, being on the east line of a called 33.899 acre tract of land conveyed to John M. Doll by deed recorded in Volume 12732, Page 477, Real Property Records, Travis County, Texas, same being at the southwest corner of a called 25.09 acre tract of land conveyed to Rebecca Howell by deed recorded in Document Number 2021247774, Official Public Records, Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract of land,

THENCE, S63°11'20"E, with the north line of said 75.710 acre tract of land and the south line of said 25.09 acre tract of land, passing the southeast corner of said 25.09 acre tract of land, being the southwest corner of a called 34.715 acre tract of land conveyed to Joy Eisenbeck Schiller by deed recorded in Document Number 2006206286, Official Public Records, Travis County, Texas, and continuing with the common line of said 75.710 acre tract and said 34.715 acre tract of land, for a total distance of 2026.42 feet to a 1/2 inch iron rod found on the north line of said 75.710 acre tract of land, being at the southeast corner of said 34.715 acre, same being the southwest corner of said 34.72 acre tract of land, for a north interior corner of the herein described tract of land,

THENCE, N26°47'16"E, with the common line of said 34.715 acre tract and said 34.72 acre tract of land, a distance of 1,283.63 feet to a 5/8 inch iron rod found at the northwest corner of said 34.72 acre tract of land, being at the northeast corner of said 34.715 acre tract of land, same being on the south line of Carlson Lane (50' R.O.W.) for corner,

THENCE, S63°07'31"E, with the common line of said Carlson Lane and said 34.72 acre tract of land, a distance of 1,178.69 feet to a 1/2 inch iron rod found at the northeast corner of said 34.72 acre tract of land, being at the northwest corner of a called 35.93 acre tract of land conveyed to Tack WCR LLC. by deed recorded in Document Number 2021258520, Official Public Records, Travis County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S26°41'06"W, with the common line of said 35.93 acre tract of land and said 34.72 acre tract of land, passing the southwest corner of said 35.93 acre tract of land, being at a north exterior corner of Lot 13, Block D, Homestead Estates Unit 2, a subdivision recorded in Document Number 202100260, Official Public Records, Travis County, Texas, and continuing with the common line of said 34.72 acre tract of land and said Lot 13, for a total distance of 1,282.32 feet

to a calculated point at the southeast corner of said 34.72 acre tract of land, being at a northern interior corner of said Lot 13, for an eastern exterior corner of the herein described tract of land,

THENCE, N63°11'20"W, with the common line of said Homestead Estates Unit 2 and said 34.72 acre tract of land, a distance of 667.84 feet to a 5/8 inch iron rod found with illegible cap at the northwest corner of Lot 24, Block C, said Homestead Estates Unit 2, being at the northeast corner of said 75.710 acre tract of land, for corner,

THENCE, S26°38'49"W, with the common line of said 75.710 acre tract and said Homestead Estates, Unit 2, a distance of 1304.77 feet to a 5/8 inch iron rod found with illegible cap for the southeast corner of said 75.710 acre tract of land, being at the southwest corner of Lot 23, Block C, said Homestead Estates, Unit 2, same being on the north line of said 39.216 acre tract of land (Exhibit A) recorded in Document Number 2021130999, Official Public Records, Travis County, Texas, for a northern interior corner of the herein described tract of land,

THENCE, S62°44'20"E, with the common line of said 39.216 acre (Exhibit A) and said Homestead Estates, Unit 2, a distance of 667.25 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northeast corner of said 39.216 acre (Exhibit A), being on the south line of Lot 44, Block B, said Homestead Estates, Unit 2, same being at the northwest corner of a called 93.465 acre tract of land conveyed to Elgin I.S.D. by deed recorded in Volume 9331, Page 902, Real Property Records, Travis County, Texas, for an easterly northeast corner of the herein described tract of land,

THENCE, S26°24'16"W, with the common line of said 39.216 acre (Exhibit A) and said 93.465 acre tract of land, a distance of 1260.72 feet to a Mag nail found on the east line of said 39.216 acre (Exhibit A), being at the southwest corner of said 93.465 acre tract of land, same being at the northwest corner of Lot 4, Stone Creek Ranch, a subdivision recorded in Document Number 202200128, Official Public Records, Travis County, Texas,

THENCE, S26°34'50"W, with the east line of said 39.216 acre (Exhibit A) and the west line of said Lot 4, passing the southeast corner of said 39.216 acre tract, being the northeast corner of said 14.795 acre tract of land, and continuing with the common line of said 14.795 acre tract of land and said Stone Creek Ranch, for a total distance of 1240.19 feet to a capped 1/2 inch iron rod found at the southeast corner of said 14.795 acre tract of land, being an angle point on the north line of FM 1100 (80' R.O.W.), same being at the beginning of a curve to the left, for the southeast corner of the herein described tract of land,

THENCE, along said curve to the left, with the common line of said FM 1100 and said 14.795 acre tract of land, having a radius of 11500.05 feet, an arc length of 237.40 feet, and a chord that bears N64°49'20"W, a distance of 237.40 feet to a TXDOT concrete monument found for corner,

THENCE, N65°24'49"W, with the south line of said 14.795 acre tract of land, the south line of said 14.580 acre tract of land, the south line of said 14.341 acre tract of land, and the north line of said FM 1100, a distance of 1736.37 feet to a Mag nail found at the southwest corner of said 14.341 acre tract of land, being at the southeast corner of a called 14.164 acre tract of land conveyed to Carlos A. Guzman and Alicia Hernandez Sayago by deed recorded in Document Number 2018017932, Official Public Records, Travis County, Texas, same being on the north right-of-way line of said FM 1100, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the common line of said 14.341 acre tract and said 14.164 acre tract of land, a distance of 978.39 feet to a 1 inch iron pipe found at the northwest corner of said 14.341 acre tract of land, being at the northeast corner of said 14.164 acre tract of land, same being on the south line of said 38.216 acre tract of land (Exhibit B), for a southern interior corner of the herein described tract of land,

THENCE, N63°41'54"W, with the south line of said 38.216 acre tract of land (Exhibit B), and the north line of said 14.164 acre tract of land, a distance of 194.64 feet to a 5/8 inch iron rod found with illegible cap on the north line of said 14.164

acre tract of land, being at the southwest corner of said 38.216 acre tract of land (Exhibit B), same being at the southeast corner of said 39.216 acre tract of land (Exhibit C),

THENCE, N63°43'11"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.164 acre tract of land, a distance of 436.12 feet to a 1 inch iron pipe found at the northwest corner of said 14.164 acre tract of land, being on the south line of said 38.216 acre tract of land (Exhibit C), same being at the northeast corner of a called 14.263 acre tract of land (Part Three) conveyed to Anna Marie Swenson Simmons by deed recorded in Volume 8948, Page 870, Real Property Records, Travis County, Texas,

THENCE, N63°32'21"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.263 acre tract of land, a distance of 617.37 feet to a 1 inch iron pipe found at the northwest corner of said 14.263 acre tract of land, being at the southwest corner of said 39.216 acre tract of land (Exhibit C), same being on the east line of a called 56.568 acre tract of land conveyed to Angel Chaparro by deed recorded in Document Number 2016086749, Official Public Records, Travis County, Texas, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the west line of said 39.216 acre tract of land (Exhibit C), the east line of said 56.568 acre tract of land, the east line of a called 61.600 acre tract of land (Property Two) conveyed to Rebecca Howell by deed recorded in Document Number 2020074731, Official Public Records, Travis County, Texas, and described in Volume 12544, Page 2223, Real Property Records, Travis County, Texas, and the east line of a called 35.20 acre tract of land (Exhibit A) conveyed to Rebecca Howell by deed recorded in Document Number 20212477774, Official Public Records, Travis County, Texas, a distance of 1626.84 feet to a 5/8 inch iron rod found at the northwest corner of said 39.216 acre tract of land (Exhibit C), being on the east line of said 35.20 acre tract of land, same being at the southwest corner of said 75.710 acre tract of land,

THENCE, N26°52'34"E, with the east line of said 35.20 acre tract of land, the west line of said 75.710 acre tract of land, and the east line of said 33.899 acre tract of land, a distance of 1289.37 feet to the POINT OF BEGINNING and containing 271.82 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW ONLY. RELEASE DATE 7/18/2023.

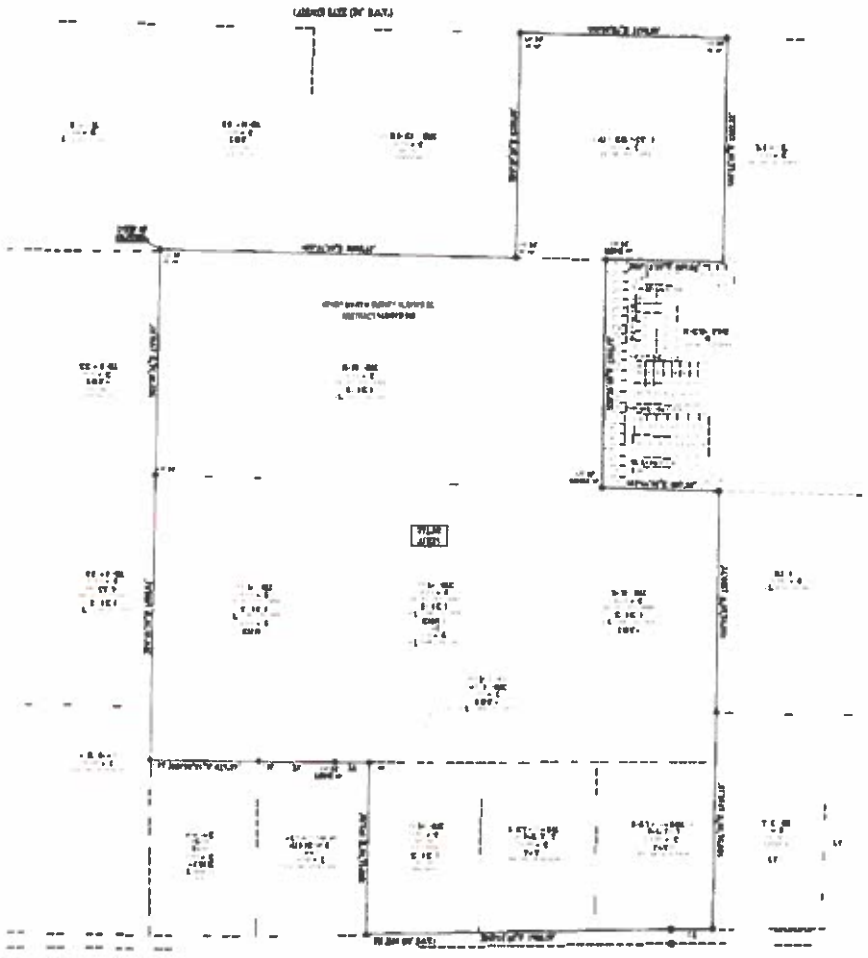
Surveyed by _____

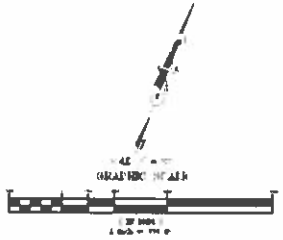
Eric John Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
Edannheim@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: JANUARY 31, 2024

PATH: - J:\AC3D\ 5535-022\SURVEY\METES AND BOUNDS\M&B - 271.82 ACRES – MUD TRACT.DOC

271.82 ACRES SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999111155, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 11.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. DRAUEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 31.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENT, INC BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.





Carlson, Brigham & Doenag, Inc.

EXHIBIT "B" TO WASTEWATER SERVICE AGREEMENT
RATE ORDER

B-1. Wastewater Rates.

The rate that the City charges the District for wastewater service will be the wastewater rate established by ordinance from time to time by the Elgin City Council, as modified by certain credits set forth in this Article X.1.

B-2. Cost of Service.

The District agrees that the wastewater rates charged to the District shall be based upon the Base Rate and Volume Rate established for City Residential Users. As consideration for the assessment of City Residential User rates, the City agrees that total volume charges billed by the City to the District shall be reduced by the credits set forth as follows. The City agrees that no costs for billing, collecting or customer meter reading shall be included in the calculations for Residential User rates to the District. The City agrees that such costs will not be included in the District's rates.

B-3. Initial Service Period.

From the date of commencement of wastewater service to the District by the City and the two years thereafter ("Initial Service Period"), the District shall pay a Base Charge of $23.98 per month for each sanitary sewer connection in the District. Additionally, the District shall pay a Volume Charge of $3.40 per thousand gallons of wastewater treated in the month, as metered during the City's normal billing cycle for the month. This Volume Charge is based on the following calculation: Total volume of wastewater metered divided by 1,000 multiplied by $3.40.

By way of illustration, if there are 250 sanitary sewer connections in the District during the initial service period, the monthly Base Charge will be 250 multiplied by $23.98 or $5,995.00.

The monthly Volume Charge during the initial service period will be $3.40 multiplied by the total volume of wastewater metered during the billing period divided by 1,000. Assuming an average volume of wastewater produced per connection of 5,500 gallons, the total volume of wastewater produced in the month for 250 connections would be 1,375,000 gallons divided by 1,000 times $3.40 for a total Volume charge of $4,675.00

B-4. Remaining Contract Years.

Beginning after the Initial Service Period and for the remaining Contract Term, the monthly Base Charge and Volume Rate will be calculated as follows:

Base Rate = Rate established by Ordinance for the fiscal year for City residential customers (Annual Wastewater related Debt Service / Number of Connections /12 months.)

Volume Rate = Rate established by Ordinance for the fiscal year for each 1,000 gallons of wastewater generated by City residential customers minus a percentage of Utility Billing costs allocable to wastewater customers.

EXAMPLE:

Base Rate = $23.98 per month per connection
250 Connections = $5,995 per month

Volume Rate = $4.01 per 1,000 gallons

(Utility Billing Costs allocable to Sewer Customers)
(Total Annual Wastewater System O&M Costs)

($125,722)
($825,975) = 15.22%

15.22% x $3.98 = $0.61 adjustment

$4.01 – $0.61 = **$3.40 per 1,000 gallons of wastewater produced**

EXHIBIT "C" TO WASTEWATER SERVICE AGREEMENT
FORM OF DISTRICT JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, _____, is executed by TRIADA MUNICIPAL UTILITY DISTRICT ("*District*"), in connection with that certain Wastewater Service Agreement (the "*Wastewater Agreement*") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the "City") and QUALICO DEVELOPMENTS (U.S.), INC., a Delaware corporation ("*Developer*"), dated effective as of _____, _____, a copy of which is attached hereto as Exhibit "A". Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

The District executes this Joinder Agreement in order to become a Party to the Wastewater Agreement. Accordingly, the District hereby agrees as follows with City and Developer:

1. The District acknowledges and confirms that it has received a copy of the Wastewater Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Wastewater Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Wastewater Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Wastewater Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Bastrop County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

TRIADA MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

_____

Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AMENDING THE MASTER AGREEMENT WITH AQUA WATER SUPPLY TO ADD THE TRIADA DEVELOPMENT SUBJECT TO TRANSFER TO THE ELGIN CCN FROM AQUA WATER CCN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of an Amendment to Master Agreement with Aqua Water Supply to add the Triada Development.

BACKGROUND:
Triada has planned to remove itself from the Aqua water service area and join the Elgin CCN for sometime now this amendment to the agreement with Aqua Water Supply to add this development to the City of Elgin Service area.

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

RECOMMENDATION:
Approval of an Amendment to Master Agreement with Aqua Water Supply to add the Triada Development.

ATTACHMENTS:
1. RESAmendTriadaagreement
2. Amendment to Master Service Agreement for Triada

{} 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 AMENDING THE MASTER AGREEMENT WITH AQUA WATER SUPPLY REGUARDING THE TRIADA DEVELOPMENT SUBJECT TO TRANSFER TO ELGIN CCN FROM AQUA WATER CCN AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, A master agreement dated January 18, 2022, established the terms and conditions Aqua Water supply agreed to transfer specific portions of its retail water area to Elgin; and,

WHEREAS, The planned development of "Triada" is currently in the Aqua Water Service territory; and,

WHEREAS, the area subject to conveyance has been reviewed by City staff and the City Engineer; and,

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water service to the area under consideration; and,

WHEREAS, staff now present this amendment to the master agreement with Aqua Water Supply to council for review and approval.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute the *Agreement amendment for Aqua Water Supply* and 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 7th day of May 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

EXHIBIT "B-10"

Amendment to Master Agreement for Triada (Nelle Ranch) Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development:___TRIADA (NELLE RANCH)____

Concept Plan ☐ Preliminary Plat ☐

Replat ☐ Short Form Plat ☐

Date of Approved Concept Plan or Plat: _____

Name and Contact (Developer): Qualico Communities
Attn.: Kevin Fleming
14400 The Lakes Blvd.
Building C, Suite 200
Pflugerville, Texas 78660
(512) 703-9466
Kevin.Fleming@Qualico.com

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement ("Master Agreement") for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called "Aqua") and the City of Elgin, Texas (hereinafter called "Elgin"), on 18th day of January, 2022 (the "Effective Date").

WITNESSETH:

WHEREAS, a Master Agreement dated January 18, 2022 established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity ("CCN") No. 10294 ("Aqua Water CCN") to Elgin; and

WHEREAS, the planned development of Triada (Nelle Ranch), currently in the Aqua Water CCN has submitted a Concept Plan consisting of 237.578 acres, which has not yet been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Triada (Nelle Ranch) Development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN: and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas ("PUC") allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the Triada (Nelle Ranch) Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, Aqua WSC may increase the transfer fee that is paid by Elgin by no more than the percentage increase in the fees imposed by Aqua on its customers in the preceding fiscal year. In November 2023, the Aqua Board adopted an increase in the rates paid by its members/customers in the amount of fifteen percent (15%) during the 2022 fiscal year. Therefore, Aqua believes it necessary to increase the Transfer Fee to be paid by Elgin by fifteen percent (15%) which would result in a Five Hundred and Eighty-Five Dollars ($585) per acre increase in the Transfer fee.

The compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is Four Thousand Four Hundred and Eighty-Five Dollars ($4,485.00) per acre. The calculation is as follows:

Number of acres under development X $4485.00 = Total Compensation for Aqua Water CCN.

For the subject development, the actual calculation is as follows:

237.578 acres X $4485.00= $1,065,537.33

Section 1.03 – Additional Amounts and Items Owed to Aqua

Elgin must provide or pay for Aqua to obtain the following:

- A new 20' dedicated easement is needed along FM 1100 for Aqua.
- A new 20' dedicated easement is needed along the western-most property line for Aqua.
- Site plans must be provided to Aqua so that Aqua may encase Aqua existing lines for future driveways. The encasement is to be funded by the Developer or City of Elgin.
- A water tank site is to be donated to Aqua at the southwestern-most corner of the development, along the frontage of FM 1100.
- Aqua is to be paid for abandoned assets relating to the existing 2" line and customer meters that will be absorbed into the Triada (Nelle Ranch) Development.

Elgin shall also be responsible for any costs associated with the effort by Aqua to obtain any new easements as required to relocate existing Aqua lines that are in conflict with the subdivision / development plan.

Section 1.04 – Existing Aqua Water Lines to remain with Aqua

The parties agree that Aqua will keep the following water lines located within the boundaries of the Triada (Nelle Ranch) Development:

- Aqua's 8" water line following the western boundary of the subdivision (Parcels 377722 & 259299).
- Aqua's 6" water line following the southern boundary of the subdivision, along FM 1100 (Parcels 477403, 248239, & 248238).
- Aqua's approximately 1000 LF of 2" water line bisecting the development through Parcel 477403, which serves 2 customer meters.

Section 1.05 - Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.06 -- Litigation

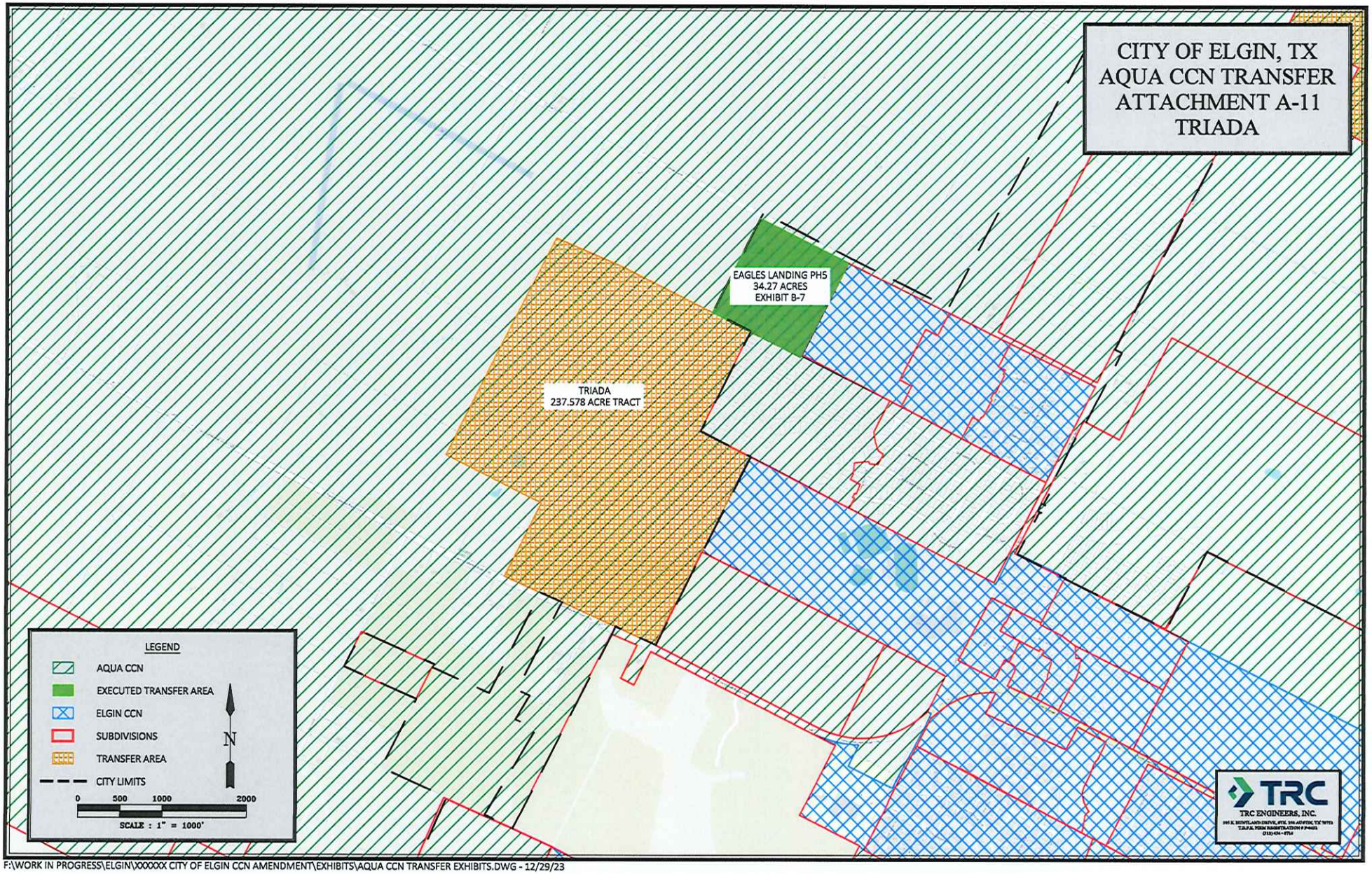
The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA	**ELGIN**
By: _____	By: _____
President,	_____,
Date: 3-4-24	Date: _____
ATTEST:	ATTEST:
By: _____ Secretary, Board of Directors	By: _____ Secretary
Date: 3-4-24	Date: _____

ATTACHMENT A-10

Map Showing the area of Aqua Water CCN subject to the transfer for Triada (Nelle Ranch)



F:\WORK IN PROGRESS\ELGIN\XXXXXX CITY OF ELGIN CCN AMENDMENT\EXHIBITS\AQUA CCN TRANSFER EXHIBITS.DWG - 12/29/23

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE DISANNEXATION OF 34.72 ACRES OF LAND, MORE OR LESS, IN SUPPORT OF THE TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution disannexing land previously known as the Eagles Landing Phase 5 development so that it can be included in the Triada Municipal Utility District.

BACKGROUND:
As part of the proposed Triada Municipal Utility District that is planned for construction within the City of Elgin's extraterritorial jurisdiction (ETJ), the Triada developers have acquired what is currently known as Eagles Landing Phase 5 - land that is located within the city limits and has been previously authorized for construction of single-family homes.

From a legal/technical standpoint, Eagles Landing Phase 5 must be disannexed by the City; and then authorized for inclusion into the Triada MUD. This action formally authorizes the inclusion of the additional land into the MUD.

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

RECOMMENDATION:
Approval of a Resolution disannexing land previously known as the Eagles Landing Phase 5 development so that it can be included in the Triada Municipal Utility District and direction to staff, if any, regarding same.

ATTACHMENTS:
1. RESOtriadaDisannex524
2. EAGLES LANDING PHASE 5 DISANNEX EXHIBIT

{} 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 DISANNEXATION OF 34.72 ACRES OF LAND, MORE OR LESS, IN SUPPORT OF THE TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, Qualico Developments (U.S.) Inc., a Delaware corporation *("Qualico")*, owners and developers of the proposed **Triada Municipal Utility District** (the "MUD") entered into a Development and Consent Agreement dated May 7, 2024 (the "*Agreement"*; with the City of Elgin (the "*City"*) and,

WHEREAS, Section 2.02 of the Agreement addresses the tract known as Eagle's Landing Phase 5 (the *"Eagles Landing Tract"*), which is covered by and described in that certain Agreement and Development Plan dated August 9, 2022 and recorded as Document No. 2022169949 of the Official Public Records of Travis County, Texas ("*PDD Agreement*"); and,

WHEREAS, Section 43.142 of the Texas Local Government Code provides that "A home-rule municipality may disannex an area in the municipality according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by this chapter"; and,

WHEREAS, the City Council of the City finds and determines that in support of the proposed MUD, the Eagles Landing Tract, should be disannexed from the City as requested by the MUD so that this property can be added to and included in the MUD; and,

WHEREAS, Section 43.063 of the Texas Local Government Code requires the scheduling and conducting of two (2) public hearings on the annexation procedures of the Eagle's Landing Tract; and,

WHEREAS, simultaneously with the disannexation of the Eagles Landing tract, the City agrees to release and terminate the PDD Agreement and any associated development agreements, including executing any documents to that effect.

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. Consent to Disannexation. That pursuant to Section 43.142 of the Texas Local Government Code, as amended, the City Council hereby grants the MUD's request for disannexation of the Eagles Landing Tract from the City.

Section 3. Public Hearings. That pursuant to Section 43.063 of the Texas Local Government Code, as amended, the City Council scheduled two (2) disannexation public hearings to be held on May 7, 2024, at approximately 6:30PM and on May 21, 2024, at approximately 6:30PM in the Elgin, Texas City Council Chambers.

Section 4. PDD Agreement Termination. Simultaneously with the disannexation of the Eagles Landing Tract, the City will release and terminate the PDD Agreement and any associated development agreements, including executing any documents to that effect.

Section 5. Rights and Powers. The City Council of the City further states that it has not relinquished any rights, duties or powers relating to its extraterritorial jurisdiction, and while the City consents to the disannexation of the Eagles Landing Tract, the City does not release the area from the City's extraterritorial jurisdiction.

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

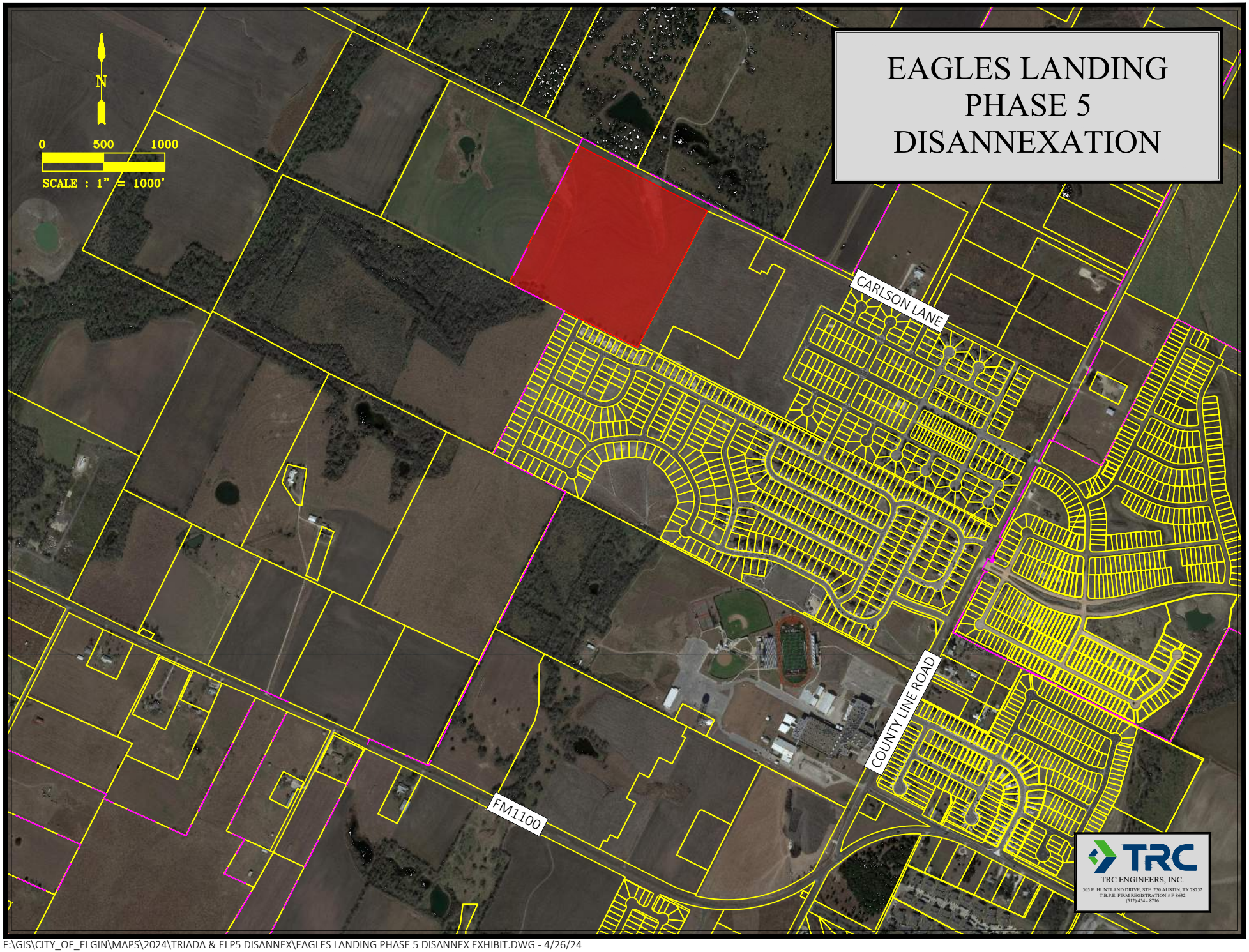
Section 7. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of May, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary



F:\GIS\CITY_OF_ELGIN\MAPS\2024\TRIADA & ELP5 DISANNEX\EAGLES LANDING PHASE 5 DISANNEX EXHIBIT.DWG - 4/26/24

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE INCLUSION OF LAND WITHIN TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution authorizing the inclusion of land formerly known as the Eagles Landing Phase 5 development into the Triada Municipal Utility District

BACKGROUND:
As part of the proposed Triada Municipal Utility District that is planned for construction within the City of Elgin's extraterritorial jurisdiction (ETJ), the Triada developers have acquired what is currently known as Eagles Landing Phase 5 - land that is located within the city limits and has been previously authorized for construction of single-family homes.

From a legal/technical standpoint, Eagles Landing Phase 5 must be disannexed by the City; and then authorized for inclusion into the Triada MUD. This action formally authorizes the inclusion of the additional land into the MUD.

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

RECOMMENDATION:
Approval of a Resolution authorizing the inclusion of land formerly known as Eagles Landing Phase 5 development into the Triada Municipal Utility District and direction to staff, if any, as appropriate regarding same.

ATTACHMENTS:
1. RESOtriadaInclusion524
2. TRIADA DEV & CONSENT EXHIBIT

{} 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 INCLUSION OF LAND WITHIN TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin ("*City*") has received a request for its consent to the inclusion of the tract(s) of real property encompassing approximately 271.82 acres being more particularly described in **Exhibit "A"** attached hereto (the "*Property*"), into the boundaries of a proposed district to be named **Triada Municipal Utility District** (MUD) or some other name permitted or required by law (the "*District*"); and,

WHEREAS, pursuant to Texas Water Code, Section 54.016 and Texas Local Government Code, Section 42.042, land within the corporate limits or extraterritorial jurisdiction (ETJ) of a city may not be included within a District without the written consent of such city; and,

WHEREAS, all of the Property is located within the ETJ of the City; and,

WHEREAS, the City has received a request from the owner of the Property for the City's consent to inclusion of the Property into the District; and,

WHEREAS, the City Council desires to grant its written consent to the inclusion of the Property within the District.

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. Consent. The City Council hereby grants its consent to the inclusion of the Property within the District and to the acquisition of road powers by the District.

Section 3. Rights and Powers. The City Council of the City further states that it has not relinquished any rights, duties or powers relating to its extraterritorial jurisdiction, and while the City consents to the inclusion of the Property into the District, the City does not release any lands from its extraterritorial jurisdiction.

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

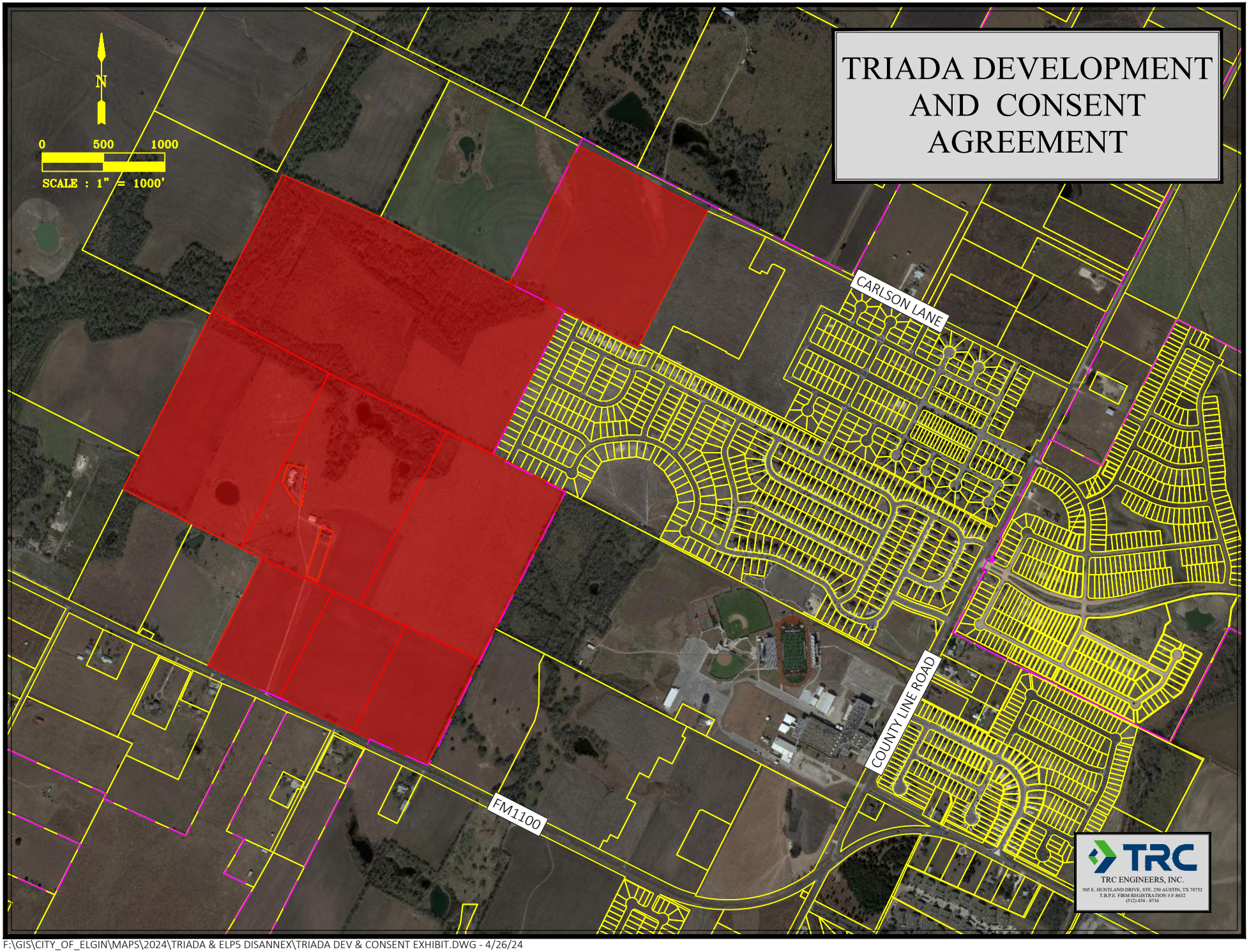
Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of May, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary



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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BAIRD/WILLIAMS CONSTRUCTION FOR AN AMENDMENT TO THE GUARANTEED MAXIMUM PRICE FOR THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution to authorize an amendment to the new EPD Station contract to include the reconstruction of Depot St.

BACKGROUND:
The City Council approved the issuance of the 2021A Certificates of Obligation of $12.5M to provide funding for a wide range of capital improvement projects, including the construction of a new City of Elgin Police Department (EPD) Station.

With this project nearing completion - as well as the new Veteran's Park across the street - staff is now recommending that the building contractor be authorized to complete the reconstruction of Depot Street, from South Avenue A to South Avenue C in support of both projects.

The work that is the subject matter of this Resolution will provide traffic, safety, parking, sidewalk, storm drainage, and aesthetic improvements to the public street that will provide access to the new building.

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

RECOMMENDATION:
Approval of a Resolution to authorize an amendment to the new EPD Station contract to include the reconstruction of Depot St. and additional direction to staff, if any, regarding same.

ATTACHMENTS:
1. ResAuth BWCco3_524
2. CoElgin - Police Station - PR #003 - REVISED 24.04.10
3. City Of Elgin PD Railing TY-B (1)

{} 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 AGREEMENT WITH BAIRD/WILLIAMS CONSTRUCTION FOR AN AMENDMENT TO THE GUARANTEED MAXIMUM PRICE FOR THE NEW CITY OF 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 Elgin City Council has authorized utilization of the "Construction Manager at Risk" for the Project under TLGC Chapter 2269 and has designated Baird/Williams Construction, Ltd. as the most qualified firm to provide the CMAR delivery method for the Project; and,

WHEREAS, in addition to the construction of an EPD Station, an important goal of the Project is to also achieve traffic, safety, parking, sidewalk, storm drainage, and aesthetic improvements to the public street and pedestrian area that will provide access to the new building.

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 finalize negotiations and execute an amendment to the Guaranteed Maximum Price agreement with Baird/Williams Construction, Ltd. in the amount not to exceed $514,260.00 for construction services related to the reconstruction of Depot Street, from South Avenue A to South Avenue C, a copy of the bid proposal and supporting information being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. 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 *City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 7th day of May, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

BAIRD/WILLIAMS CONSTRUCTION, LTD.

ESTIMATE NO. : BP2 - CHANGE ORDER #02
PROJECT : NEW POLICE STATION - PR #003
LOCATION: ELGIN, TEXAS

OWNER: THE CITY OF ELGIN, TEXAS

CoELGIN - NEW POLICE STATION
PR #003

CODE NO.	SPEC REF	DESCRIPTION	ACCT. # 112 SUB- CONT	ACCT. # 111 LUMP SUM MATERIAL	ACCT. # 110 MATERIALS	ACCT. # 113 LABOR
2A		SELECTIVE DEMOLITION	$2,746	$0	$0	$0
			$0	$0	$0	$0
2B		EARTHWORK	$17,815	$0	$0	$0
		CLEARING & GRUBBING	IN 2B	$0	$0	$0
		MASS EXCAVATION	IN 2B	$0	$0	$0
		SUBGRADE PREPARATION	IN 2B	$0	$0	$0
		FLEXIBLE LIMESTONE BASE	IN 2B	$0	$0	$0
		EXCESS MATERIAL HAUL-OFF	IN 2B	$0	$0	$0
			$0	$0	$0	$0
2C		ASPHALT PAVING	$39,984	$0	$0	$0
		MILLING / SCARIFYING EXISTING ASPHALT	IN 2C	$0	$0	$0
			$0	$0	$0	$0
2D		PAVEMENT MARKINGS & SITE SIGNAGE	$8,004	$1,200	$0	$0
		PAVEMENT STRIPING	IN 2D	$0	$0	$0
		WHEEL STOPS	IN 2D	$0	$0	$0
		POST & PANEL SIGNAGE	IN 2D	$0	$0	$0
			$0	$0	$0	$0
2E		LANDSCAPE & IRRIGATION	$13,500	$0	$0	$0
		PLANTERS DRAINAGE PIPING	IN 2E	$0	$0	$0
2F		IRRIGATION SLEEVES	$1,200	$0	$0	$0
			$0	$0	$0	$0
2G		SITE UTILITIES	$12,473	$2,000	$0	$0
		DOMESTIC WATERLINE	IN 2G	$0	$0	$0
		WATER SERVICE LINE	IN 2G	$0	$0	$0
		METER LOOP	IN 2G	$0	$0	$0
		AREA DRAIN & DRAINAGE PIPING	IN 2G	$0	$0	$0
			$0	$0	$0	$0
3A		CONCRETE	$138,916	$0	$0	$0
		CONCRETE FORMING & ACCESSORIES	IN 3A	$0	$0	$0
		CONCRETE REINFORCEMENT	IN 3A	$0	$0	$0
		CAST-IN-PLACE CONCRETE	IN 3A	$0	$0	$0
		CONCRETE SIDEWALKS, RAMPS, & STEPS	IN 3A	$0	$0	$0
		CONCRETE CURB & GUTTER / VALLEY CURB	IN 3A	$0	$0	$0
		CONCRETE PLANTER WALLS	IN 3A	$0	$0	$0
			$0	$0	$0	$0
5A		METAL FABRICATIONS	IN 10A	$136,890	$7,280	$0
		PIPE & TUBE RAILINGS	IN 5A	IN 5A	$0	$0
		TXDOT ROW GUARDRAIL SYSTEM	IN 5A	IN 5A	$0	$0
			$0	$0	$0	$0
10A		SITE SPECIALTIES	$14,780	$0	$0	$0
		PIPE & TUBE RAILINGS - INSTALLATION	IN 10A	$0	$0	$0
		MONUMENT RELOCATION	IN 10A	$0	$0	$0
		CONCRETE FOOTINGS - FLAGPOLE & MONUMENT	IN 10A	$0	$0	$0
			$0	$0	$0	$0
10B		FLAGPOLE	$3,850	$0	$0	$0
			$0	$0	$0	$0
91A		GENERAL REQUIREMENTS	$15,625	$0	$0	$0
	01 21 00	**SCHEDULED ALLOWANCES**	**SEE BELOW**	$0	$0	$0
		N/A	**$0**	$0	$0	$0
		SUBTOTAL	$268,893	$140,090	$7,280	$0
93A		PAYROLL INSURANCE & TAXES				IN 99A
		TOTAL SUB BIDS				$268,893
		TOTAL LUMP SUM MATERIAL				$140,090
		TOTAL MATERIAL				$7,280
		TOTAL LABOR				$0
94A		BUILDERS RISK INUSRANCE				IN 99A
		PERMITS				**EXCLUDED**
95A		SPECIAL INSURANCE				N/A
96A		LIABILATY INSURANCE				IN 99A
		SUBTOTAL				$416,263
98A		BOND				IN 99A
		SUBTOTAL				$416,263
99A		QUOTED GENERAL CONDITIONS			10.00%	$41,626
FEE		FEE			4.00%	$16,651
		TOTAL				$474,540

T’s Welding & Fabrication

Call Or Text
512-350-1828

Quote

Submitted on 4/16/2024

Quote for

Michael Gonzalez
City Of Elgin Tx
Elgin Tx, 78621
512-285-6645
512-748-4402

Payable to

Michael Clements
T's Welding

Project

Police Department Railing

Invoice #

1560A

Description	Qty	Price
Ty-B Style Railing Fabricated With 1 1/2" Pipe	570'	$39,720.00

Notes: Materials & Labor Included

TY-B Style Railing Without Tapered Vertical

GALVANIZED

Total	**$39,720.00**
Deposit	**$0.00**
Balance	**$39,720.00**

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF ELGN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance setting the time and place of a public hearing on updated land use assumptions and Capital Improvement Projects.

BACKGROUND:
State law requires the review and update of Land Use Assumptions and Capital Improvement Plans at least every five years. State law also requires that a public hearing be set with no less than 30-day notice.

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

RECOMMENDATION:
The June 18, 2024, Council Meeting is the recommended date to hold the public hearing.

ATTACHMENTS:
1. Ordinance setting public hearing for Land Uase Assumptions and CIPs

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

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

ORDINANCE NO. 2024-05-07-____

AN ORDINANCE SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF ELGN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Sec. 395.052, Tex. Local Gov't Code, requires municipalities imposing impact fees to review and evaluate its current land use assumptions and capital improvements plan at least every five (5) years (dating from the day the initial capital improvements plan is adopted); and

WHEREAS, the City Council has caused an update of the land use assumptions and the capital improvements plan to be prepared as prescribed in Subchapter B of the above referenced code; and,

WHEREAS the City Council wishes to adopt an order setting a public hearing to discuss and review the proposed updates.

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

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

Section 2 – Hearing Date – The date of the Public Hearing on updated land use assumptions and capital improvements plan shall be as follows:

Tuesday, June 18, 2024

Section 3 - Meeting Time – The meeting will begin at 6:30 PM CST at the Elgin Public Library Annex (Civic Center), 404 N Main Street in Elgin, Texas, USA.

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

READ, PASSED, AND ADOPTED this 7th day of May 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Boards and Commissions Appointments

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Mayor's recommendations for the Boards and Commissions appointments.

BACKGROUND:
The Parks & Rec Board and the Historic Review Board both have vacancies. The Mayor has made recommendations for appointments to these boards. These appointments will be to fulfill the terms of those who resigned.

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

RECOMMENDATION:
Approval of the Mayor's appointments.

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: 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.