



**ELGIN PLANNING & ZONING COMMISSION AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 20, 2024
6:30 PM**

I. CALL TO ORDER

II. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the Planning and Zoning Commission regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the Planning and Zoning Commission 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 the Commission, to the Secretary prior to commencement of the Commission 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 Commission Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the Planning and Zoning Commission 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 Chairperson or Presiding Officer rather than to an individual Commission 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 Commission Member, Staff Member, other individual, or group.

III. CONSENT AGENDA

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

- 1. Correction to March 25, 2024 Minutes**
- 2. April 22, 2024 Minutes**

IV. NEW BUSINESS

- 1. Project No. 202400035: An ordinance granting a specific use for the construction and operation of an automatic car wash facility located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel number 8720039 located at 617 West Brenham Street, Solid Ground Replat, LOT 3, on 1.2 acres of land at the corner of West Brenham Street and Highway 290.**
 - A. Staff Presentation**
 - B. Applicant Presentation**
 - C. Open Public Hearing**
 - D. Close Public Hearing**
 - E. Discussion**
 - F. Recommendation**
- 2. Review and make possible recommendation to Elgin City Council on updated land use assumptions.**
 - A. Staff Presentation**
 - B. Discussion**
 - C. Recommendation**
- 3. Review and make possible recommendation to Elgin City Council on Capital Improvements Plan Report and possible update of or amendment of the Water and Wastewater Impact Fees.**
 - A. Staff Presentation**
 - B. Discussion**
 - C. Recommendation**

V. WORKSHOP

- 1. Review, discuss, and provide input regarding Austin Gateway Consent and Development Agreement.**

VI. ANNOUNCEMENTS

VII. ADJOURNMENT

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 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, Beau Perry, City Engineer 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 May 16, 2024, in accordance with Chapter 551 of the Texas Government Code.



Beau Perry, Development Services Director



Development Services Department

STAFF REPORT

Correction to March 25, 2024 Minutes

Date: May 10, 2024

DEPARTMENT COMMENTS

Staff discovered that an error of omission was made on the March 25, 2024 Meeting minutes. There were two workshop items that evening; the item for Elgin Rolling Meadows Planned Development District was erroneously omitted from the minutes. Please review the revised minutes.

ATTACHMENTS

1. Revised March 25, 2024 Minutes

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, MARCH 25, 2024

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

COMMISSION PRESENT: Chair Antonio Prete, Vice-Chair Ronnie Creppon, Jason Tatum, Dorothy McCarther, David Lanford and Scott Mackay.

COMMISSION ABSENT: Berney Williams

STAFF PRESENT: Beau Perry, City Engineer and Development Services Director and Melissa Lipiec, Secretary.

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

III. CONSENT AGENDA

1. February 26, 2024, Minutes

Ronnie Creppon moved that the Commission approve the consent agenda. Scott Mackay seconded the motion. The motion passed unanimously with a vote of six (6) for and zero (0) against.

IV. NEW BUSINESS

1. Project #: 202400012: A final plat for “Briarwood Phase 2” located on a parcel of land known by the Travis County Appraisal District as Parcel 248232, located west of Briarwood Phase 1, bounded by the Westwind Subdivision to the south and F.M. 1100 to the north for a total of 221 lots on 62.780 acres of land.
- A. Staff Presentation – Beau Perry stated that construction of Phase 1 of the Briarwood Subdivision has recently been completed so the developer has submitted the final plat for Phase 2 of this in-city M.U.D.
 - B. Applicant Presentation – John Kim, P.E. of BGE Inc. stated that he had no presentation but was present to answer questions.
 - C. Discussion – Tony Prete requested information regarding how much parkland has been previously dedicated to which phase on plat note #10.
 - D. Consideration – Jason Tatum moved that the Commission approve the project contingent upon the revision of plat note #10. Ronnie Creppon seconded the motion. The motion passed unanimously with a vote of six (6) for and zero (0) against.

V. WORKSHOP

1. Review, discuss, and provide input for Rhode Tract Planned Development District (PDD). Beau Perry presented large format prints of the Concept Plan contained in the proposed PDD. The commission discussed the location and attributes of the 60-acre tract and how the development would tie into the existing roadways and utilities.

V. WORKSHOP (Cont.)

2. Review, discuss, and provide input for Elgin Rolling Meadows Planned Development District. Beau Perry presented large format prints of the Concept Plan contained in the proposed PDD. The commission discussed the location and attributes of the 5.012-acre tract and the proposed development which will include a fuel center and community market, retail and restaurant space and 25,000 sf medical office building. The Commission was generally in favor of the development which would be serviced for wastewater by the City of Elgin and by Aqua Water Supply Corporation for water.

ANNOUNCEMENTS

Melissa Lipiec announced that the next Planning and Zoning Commission meeting would be held on April 22, 2024.

ADJOURNMENT

The meeting was adjourned at 7:44 P.M.

Antonio Prete, Chairman

ATTEST: _____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____
the foregoing instrument was passed and approved on this 20th day of May 2024.

**MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, APRIL 22, 2024**

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

COMMISSION PRESENT: Chair Antonio Prete, Vice-Chair Ronnie Creppon, David Lanford and Scott Mackay.

COMMISSION ABSENT: Jason Tatum, Dorothy McCarther and Berney Williams.

STAFF PRESENT: Beau Perry, City Engineer and Development Services Director and Melissa Lipiec, Secretary.

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

CONSENT AGENDA

1. March 25, 2024, Minutes.

Ronnie Creppon moved that the Commission approve the consent agenda. David Lanford seconded the motion. The motion passed unanimously with a vote of four (4) for and zero (0) against.

NEW BUSINESS

1. Project #: 202400025: An ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revise Code of Ordinances City of Elgin, Texas, 2023 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 0.8965), being more described in Exhibit “A”, and providing for a savings clause and repealing conflicting ordinances and resolutions.
 - A. Staff Presentation – Beau Perry pointed out the differences between the R-1 and R-2 zoning districts. R-2 allows for smaller lot sizes and allows for duplexes.
 - B. Applicant Presentation – Brandon and Kimberly Hussey stated that it was their intention to construct duplexes if the zoning is granted. They had no presentation but were present to answer any questions.
 - C. Open Public Hearing – The public hearing was opened at 6:40 P.M. There were three (3) members of the public present, and they offered the following public comments.

Charles Hill, 912 River Oaks Dr, Austin, TX, spoke against this item.

George Westbrook, 761 FM 3000, Elgin, TX, spoke against this item.

Ruby Simms, 730 E 2nd Street, Elgin, TX, spoke against this item.
 - D. Close Public Hearing – The public hearing was closed at 6:39 P.M.

NEW BUSINESS (Cont.)

- E. Discussion – There was some discussion between the Commission and staff regarding the status of the lot. It was noted that platting the lot would be required before development could be approved.
 - F. Recommendation – David Lanford moved that the Commission recommend denial of the project. Ronnie Creppon seconded the motion. The motion passed unanimously with a vote of four (4) for and zero (0) against.
2. Project #: 202400026: A final plat for "Creeks Crossing Section 2 & 3" located on a parcel of land known by the Travis County Central Appraisal District as Parcel 248208, located adjacent and to the west of Creeks Crossing Section 1 for a total of 150 lots on 28.415 acres of land.
- A. Staff Presentation – Beau Perry stated that Section 1 of this subdivision had been previously approved and is very near to being completed. This plat is for the remainder of the development.
 - B. Applicant Presentation – Jacob Mealy, P.E. of Cude Engineers had no presentation but was present to answer any questions.
 - C. Open Public Hearing – The public hearing was opened at 7:13 P.M. There were no members of the public present to offer comments on this item.
 - D. Close Public Hearing – The public hearing was closed at 7:13 P.M.
 - E. Discussion – Ronnie Creppon asked a question regarding the closure of Klaus Lane and Beau Perry answered the question. Chair Antonio Prete noted that there was a typo on note #10 on page 7 of the plat. He also noted that note numbers 12, 17, & 18 related to environmental aspects which do not pertain to the plat. He requested that notes #12 and 18 be removed and note #17 remain. The Chair also requested that the detail showing the "Typical Residential Setbacks" on page 2 be revised to show appropriate side setbacks for two story buildings per the Planned Development District document. The 5' side setback is for single story buildings only. The Chair also requested that a chart be added showing the finished floor elevations for the lots.
 - F. Consideration – Ronnie Creppon moved that the Commission approve the project with the noted corrections. David Lanford seconded the motion. The motion passed unanimously with a vote of four (4) for and zero (0) against.

ANNOUNCEMENTS

Melissa Lipiec announced that the fourth Monday in May is Memorial Day so the Planning and Zoning Commission meeting will be moved to May 20th.

ADJOURNMENT

The meeting was adjourned at 7:30 P.M.

Antonio Prete, Chairman

ATTEST: _____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____
the foregoing instrument was passed and approved on this 20th day of May 2024.



Development Services Department

STAFF REPORT

Recommendation of a Specific Use

Permit Project #202400035

Date: May 20, 2024
Applicant: Southtown Engineering & Consulting, LLC (on behalf of MCC, LLC)
Hearing Date: Planning & Zoning Commission – May 20, 2024
City Council – June 4, 2024
Location: Bastrop Co. Appraisal District Parcel Number 8720039 located at 617 W Brenham St on 1.2 acres of land at the corner of W Brenham St and Hwy 290.

APPLICATION SUMMARY

Recommendation of a specific use permit allowing for the use of the property as a standalone automated car wash with 12 vacuum spaces, 6 staff/public parking spaces, and associated site and utility improvements.

DEPARTMENT COMMENTS

The property is currently zoned C-3. Our zoning code includes automatic washing facilities as part of gasoline service or filling station definition. Since this automatic washing facility is not part of either of those, they must request a Specific Use for the automatic car wash. They will be required to seek a variance from the Board of Adjustments regarding the structures that are in the setback along Hwy 290.

ATTACHMENTS:

1. Application
2. Proposed site plan
3. Notice and map mailed to property owners within 200'

SPECIFIC USE APPLICATION

Date: 4/15/2024

SITE INFORMATION

Project Address: TBD W Brenham Street

Parcel Identification Number (if no address): 8720039

APPLICANT

Name: Southtown Engineering & Consulting, LLC (on behalf of MCC, LLC)

Postal Address: 2222 N. Alamo St, San Antonio, TX 78215

E-Mail Address: bspencer@southtowneng.com; Phone Number: (210) 560-1614

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

	<u>Brian Spencer, P.E.</u>	<u>4/15/2024</u>
Signature	Printed Name	Date

Project Description:

+/-3,898 sf Automated Car wash with 12 vacuum spaces, 6 staff/public parking spaces
and associated site and utility improvements.





1. ALL DIMENSIONS TO CURBS ARE TO FACE-OF-CURB UNLESS OTHERWISE NOTED.
2. ALL RADII PARKING DIMENSIONS ARE 3' TO FACE-OF-CURB UNLESS OTHERWISE NOTED.
3. ALL NEW SIDEWALKS ARE 5' WIDE UNLESS OTHERWISE NOTED.
4. REFERENCE ARCHITECTURAL PLANS FOR EXACT BLDG. DIMENSIONS, DOOR/PATIO LOCATIONS, ETC.
5. FOR DRIVEWAY CONSTRUCTION: THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR RELOCATION OF, OR DAMAGE TO UTILITIES.
6. ACCORDING TO ITEM THREE (3) IN THE CONSTRUCTION LICENSE AGREEMENT BETWEEN OWNER (JEANNE BRACEWELL FAMILY LP) AND CITY OF ELGIN, DATED JUNE 12TH, 2017, THE CITY WAIVES ALL REQUIREMENTS REGARDING REQUIRED DETENTION AND WATER QUALITY CONTROLS AND RELATED DEVELOPMENT REGULATIONS UNDER THE APPLICABLE CITY CODES OF ELGIN, TX, TRIGGERED OR RESULTING FROM ANY DEVELOPMENT OR CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY: AS A RESULT, NO ONSITE DETENTION OR WATER QUALITY IS REQUIRED FOR THE PROPOSED DEVELOPMENT.

ACCESSIBILITY NOTES:

1. RUNNING SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNATED AS A RAMP (ANSI 403.3).
2. THE MAXIMUM RUNNING SLOPE ON A RAMP IN NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES (ANSI 405.2-405.6).
3. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50 (ANSI 302.1).
4. GROUND SURFACES ALONG ACCESSIBLE ROUTES MUST BE STABLE, FIRM, AND SLIP RESISTANT (ANSI 502.5).
5. ALL NEW SIDEWALKS, CURBS, RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT TEXAS ACCESSIBILITY STANDARDS PRIOR TO FINAL INSPECTION APPROVAL.

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April 22, 2024

NOTICE OF A SPECIFIC USE PERMIT REQUEST

You are being notified because your property is located within two hundred (200) feet of this request. The map on the back of this page shows the 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 on the item as denoted below:

Project #202400035: A Specific Use Permit application for “Sud Dadee'z Express Carwash” located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 8720039, located at the southeast corner of the intersection of Highway 290 W and W Brenham St.

With public hearing as below:

By the Planning & Zoning Commission on May 20, 2024 beginning at 6:30 P.M. Central Standard Time for a recommendation.

By the City Council on June 4, 2024, beginning at 6:30 P.M. Central Standard Time for consideration.

Both meetings are to be held at Elgin Public Library Annex (Civic Center) at 404 N. Main St. Elgin, TX, 78621, U.S.A.

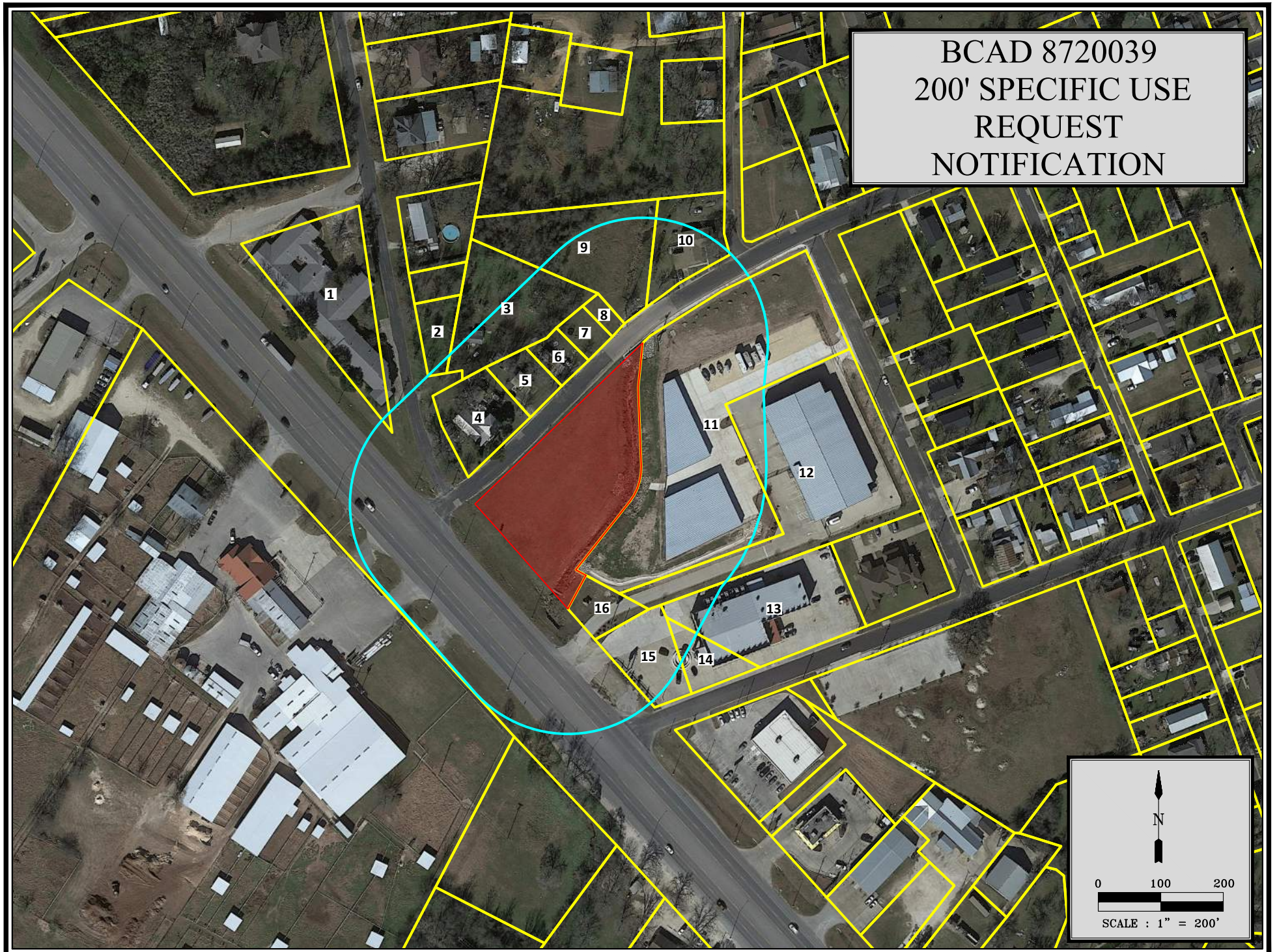
The public is welcome to attend and may give a public comment on this item. Any person may be represented by another person, neighbor, or attorney.

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.

BCAD 8720039
200' SPECIFIC USE
REQUEST
NOTIFICATION





Development Services Department

STAFF REPORT

Review and Recommendation of Land Use Assumptions

Date: May 20, 2024

Hearing Date: Planning & Zoning Commission – May 20, 2024

City Council – June 18, 2024

APPLICATION SUMMARY

In your capacity as the advisory committee the City of Elgin calls upon you to review and provide comment on the updated land use assumptions.

At the direction of council an update to land use assumptions was generated by TRC Engineers, Inc. as part of an impact fee study performed pursuant to Texas Local Government Code Section 395.052 which requires municipalities to review and evaluate those fees every five years as part of the Capital Improvements plan.

DEPARTMENT COMMENTS

With the advisory committee's review and recommendation of these land use assumptions the following item's Capital Improvement Plan can be validated to inform recommended updates to Water and Wastewater Impact Fees

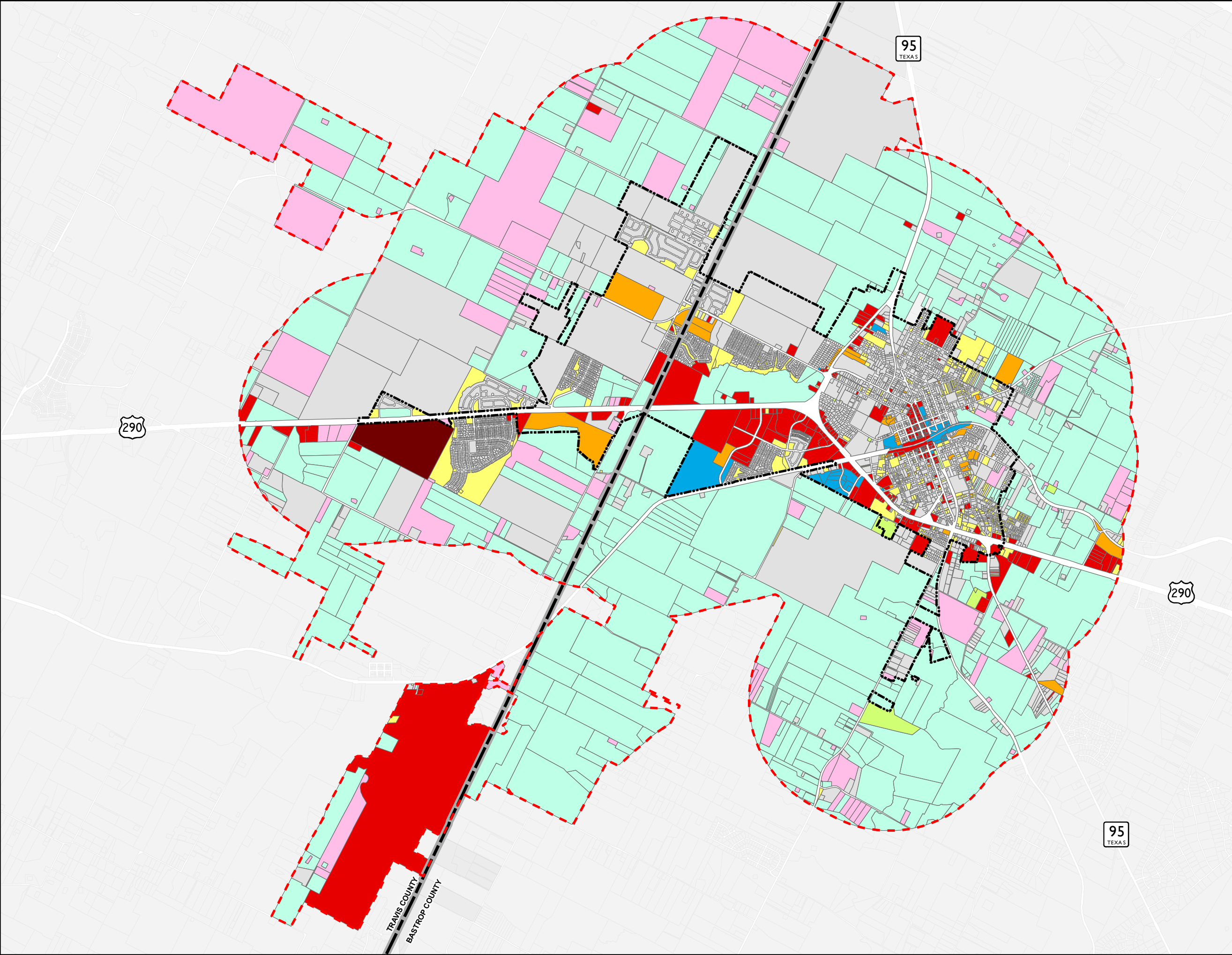
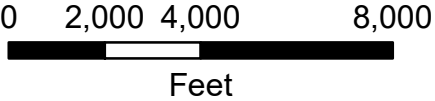
ATTACHMENTS:

1. Land Use Map taken from TRC Water and Wastewater Community Impact Fee Development Update

SERVICE AREA EXISTING
LAND USE: 2024

Land Use

- Elgin City Limits
- Elgin Planning Area
- No Data
- Agriculture
- Commercial
- Farm/Ranch
- Industrial
- Multi-Family
- Single-Family
- Utility
- Vacant
- Single, Multi-Family, & Industrial





Development Services Department

STAFF REPORT

Review and Recommendation of Capital Improvement Plan, Update Impact Fees

Date: May 20, 2024
Hearing Date: Planning & Zoning Commission – May 20, 2024
City Council – June 18, 2024

APPLICATION SUMMARY

In your capacity as the advisory committee the City of Elgin calls upon you to review and provide comment on the Capital Improvement Plan (CIP) and update associated impact fees.

An impact fee study was performed by TRC Engineers, Inc. pursuant to Texas Local Government Code Section 395.052 which requires municipalities to review and evaluate those fees every five years as part of the Capital Improvements plan.

TRC has prepared a memo detailing the proposed maximum eligible increase to both the Water and Wastewater Impact fees based on increased demand based on a rise in population.

DEPARTMENT COMMENTS

The maximum eligible Water Impact Fee is \$5,103.41 and the current fee in effect is \$3,790.90.

The maximum eligible Wastewater Impact Fee is \$5,850.86 and the current fee in effect is \$2,348.25.

Staff recommends adopting the maximum eligible Impact Fees as presented.

ATTACHMENTS:

1. TRC Water and Wastewater Community Impact Fee Development Update

CITY OF ELGIN

WATER AND WASTEWATER COMMUNITY IMPACT FEE



DEVELOPMENT UPDATE



**T.B.P.E. #F-8632
505 EAST HUNTLAND DRIVE, SUITE 250
AUSTIN, TEXAS 78752
(512) 454-8716**

MAY 2024

DEVELOPMENT OF
WATER AND WASTEWATER IMPACT FEES
IN COMPLIANCE WITH
SENATE BILL 336, AS AMENDED BY CHAPTER 395 & H.B. 1199

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1.0 INTRODUCTION

1.1 General Constraints & Methodology

Senate Bill 336, House Bill 1786, Chapter 395 of the Texas Local Government Code, H.B. 1199, and interpretation from the Texas Municipal League, as well as the City's local attorney, suggest that certain legal constraints be considered in developing a Community Impact Fee. Those constraints were identified in order to develop a methodology for developing the Community Impact Fee. Those constraints are generally as follows:

1. A Community Impact Fee must relate to the protection of community health, safety, and general welfare.
2. A Community Impact Fee should be based on cost of service.
3. There must be equity to all users.
4. Deviations from equity must be based on a carefully defined public policy basis.
5. Those who pay a Community Impact Fee must have created a demand for the facilities which are being funded by the Fee.
6. Fees collected must be used for the benefit of those who have paid them.
7. Fees collected must be proportional to the cost of serving, and benefits provided to the fee payer.
8. Past and future rate/tax/facility contributions by fee payers must be acknowledged as a credit in fee calculations.
9. The City cannot impose punitive fees on any customer or class of customers.

1.2 Specific Requirements

1.2.1 Cost of Service Basis

The law is extensively devoted to specific requirements for performing technical studies by qualified professionals according to accepted engineering and planning standards. Those specifics are as follows:

- a. Service Area - There must be defined a clearly mapped service area which will be subject to the fee. The fee may be applied within the City and within its extra-territorial jurisdiction for water and sewer.

b. Land Use in the Service Area - In terms of land use character, density, intensity, and population must be projected within the next 10 years and for full build-out. Recent revisions to the legislation allows the water and wastewater utilities to use growth projections for their entire jurisdiction (as is usually presented in a city master plan), without performing projections for the precise utility service areas which may be different than the jurisdictional boundaries. This planning information is to be used in developing the Capital Improvements Plan to serve service area growth. It should be noted that service areas are likely to be different for each type of facility (water and sewer).

c. The Segregation of Costs for Existing and Future Customers - The current water and wastewater systems must be fully described, separating needs for existing customers from the excess capacity remaining for new customers. The Capital Improvements Plan must differentiate between future projects (or portions of projects) needed to meet existing needs and to upgrade service to existing customers, from future projects needed to serve new customers. In this manner, costs for existing customers are separated from cost of future customers.

d. Living Unit Equivalents - This study must identify a Unit of Measurement (Living Unit Equivalent or LUE) and determine how many units are required to serve various types of land use. The LUE is a derivative measurement intended to establish a common measurement unit for all types of land uses. An LUE is equivalent to the amount of demand typically produced by a single-family residence using a 5/8" x 3/4" water meter. Demand is directly calculated by population and translated into LUE's. Thus, an LUE is not a unit usage statistic per se, but rather a translation of such statistics into a common denominator. It is standard practice to use a LUE as a measurement in capacity analysis for impact fee studies and comprehensive plans. Usage figures must be calculated separately for at least residential, commercial and industrial uses.

e. Fee Calculation – The maximum fee which can be charged is the total cost of facilities specifically required for future customers divided by the unit usage for each future customer. This produces a fee which is the full capital cost with no consideration of future rate or tax payments by the fee payer. In addition to capital costs, the City is permitted to add the costs of the study to the fee amount, as is shown in Table 10.

f. System-Wide Versus Geographic Specific Fees – The legislation provides that the service analysis may be prepared on a system-wide basis. Geographic disaggregation is not required. This approach eliminates the need for a change in rates for a specific geographic area or different Impact Fees for specific geographic areas in the service area. A system wide approach will produce a fee that is the same for the entire service area, based on the assumption that rates will not change as a result of the Impact Fees. Section 395.0455 of the Impact Fee Act provides the following:

“In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt system-wide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter. ... After adoption of system-wide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the system-wide land use assumptions.”

g. Proportionality - The technical approach outlined in the legislation assures that fees paid must be proportional to the demand cost by the fee payer. The legislation also addresses “off-sets”, a situation in which a developer finances and constructs a facility which is normally funded in full or part by the fee process and either has his fee assessment reduced accordingly or receives reimbursement of the cost. The legislation stipulates that “no owner shall be required to construct or dedicate facilities and pay Impact Fees for the same facilities.”

h. Facilities That May Be Included – The legislation provides that only facilities in the associated Capital Improvement Plan can be funded by the fee. The requirement that fee-funded facilities must be in the Capital Improvement Plan also affixes the fee assessment to a comprehensive planning document, and thus implies a strong orientation to the City’s overall

approach to controlling land use for the purpose of public health, safety, and welfarei.e. the ultimate basis for the authority for such fee programs.

i. Rational Nexus – The technical study provisions of the Act ensure that fee payers will pay only for the demands they place on the system (averaged over service population). Chapter 395 contains numerous provisions to ensure that a fee payer receives the benefit of service for which the fee has been paid. Except for roadways, impact fees cannot be collected where utility services are not currently available except under specific conditions:

- The capital improvement for which the fee was collected is in the CIP, will begin construction within two years and will be completed in no more than five years; or
- The developer agrees to build/finance the facility for offset credit or reimbursement; or
- The landowner voluntarily asks to reserve future service, and the owner and political subdivision enter a written agreement

The law stipulates that the fee payer must receive permanent use of services for which the fee was paid and that the development must receive immediate service from any existing facilities with capacity to serve the development.

j. Timing of Fee Assessment and Collection: Grandfather Provisions – The Chapter distinguishes between the timing of fee assessment (when a determination is made about the fee amount per service unit which will be charged to a property) and the timing of actual fee collection.

- For land already subdivided and platted prior to the adoption of the fee, and for which a building permit is issued within one year after adoption of the City's impact fee: No fee can be collected.
- For land subdivided and platted subsequent to the adoption of the fee: Fees must be assessed before or at the time the subdivision plat is recorded.
- For property on which development will occur without platting: Fees can be assessed at any time during the development and approval process.

These provisions pertain to fee assessment; for the most part, the maximum fee per unit will be determined at the time of plat recordation. After that assessment is made, “no additional

impact fees or increases thereof shall be assessed against such tract for any reason, unless the number of service units to be developed on such tract increases”. Initially, the overall effect of this provision seems to be onerous for the City if a subdivided parcel were not developed in a timely manner, or if many years hence, a development expands its capacity demand. Regardless of the passage of time and increases in cost over time, the City may be effectively prohibited from charging the cost of service at the time the subdivision was platted, whether or not service was used at that time. Over time this may affect the real estate market since undeveloped properties with low fee assessments would become more valuable commodities. To avoid both the revenue loss and land speculation activities, the City may wish to carefully craft fees to account for the disparity between the cost of capital improvements at the time of assessment and that at the time of collection.

Actual collection of fees generally occurs at the time that a building permit is issued. However, when a municipality provides service in areas where it does not issue building permits, it may collect fees at the time of connection to the water or sewer system.

There are other provisions of the Chapter which serve to protect developers or builders from unexpected fee expenses. The institution of a new impact fee or the updating of an old fee requires a lengthy study and public hearing process; the City’s fee ordinance may not be passed as an emergency measure; and moratoria for the purpose of awaiting completion or updating of the fee ordinance is prohibited. Thus all developers should have ample notice and time to obtain subdivision approval and either avoid fee payment altogether (in the case of a new fee) or grandfather their fee assessment at an old, presumably lower, fee amount (in the case of fee updates). Therefore, any program to partially fund capital facilities with a fee program will take a period of time to effectively collect funds and will be unlikely to achieve significant immediate result. Nevertheless, over a longer period of time, impact fees should still be effective as one of several funding sources for capital improvements.

k. Use of Funds – Impact fees must be deposited in individual dedicated accounts (i.e., one each for water and sewer) with earned interest becoming a part of the dedicated funds. Expenditures may be made only for the uses for which the fees were collected. Expenditure of fee funds is specifically prohibited for:

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- Either capital or interest payment for any facility not identified in the CIP (including, presumably, non-CIP approach mains or other major facilities not identified in the CIP);
 - Repair, operation or maintenance expenses; or
 - Upgrading, updating, expanding or replacing existing facilities to meet stricter standards or provide better service to existing customers.

These provisions are generally required as a part of meeting the rational nexus test to ensure that fee payers receive specific benefits from fee payment and that fee revenues are not diverted to pay for facilities or other purposes which do not benefit new customers. They also further tie fee funds to the adopted planning documents of the City (i.e., the CIP) by prohibiting expenditures on facilities not in the CIP.

1. Refunds – Chapter 395 also addresses refunds of unused or overcharged fees. All funds must be expended within 10 years of collection or the remaining fees, plus interest, must be refunded to the current property owner or to the political subdivision which paid the fee. This implies considerable recordkeeping efforts on the part of Cities. However, in practical terms, Cities typically spend all fee revenues in a timely manner. Also, many Texas cities choose to set fees at a level which is competitive with surrounding jurisdictions, thus tending to keep fees lower than the maximum allowable amount.

Another circumstance requiring a refund is if a fee payer is denied immediate service (when existing service is available) or if the City does not begin and complete construction within the time period stipulated above. In those instances, the fee payers may request and must receive a refund, plus interest.

2.0 POLICY DECISIONS

Several very important policy and technical decisions must be made in the course of developing an Impact Fee. These include the following:

2.1 Definition of Service Area

The boundaries of the conceptual service area in which the fee will be applied must be defined. The purpose of this potential service area designation is to define the conceptual area of

growth for which the fee is developed to estimate service demand arising from that particular growth and to develop a Capital Improvements Program to meet those growth needs. As a result, the development of a Capital Improvements Plan for a defined service area insures that the Community Impact Fee will be closely tied to the other planning and regulatory documents of the City. The Advisory Committee guides the definition of the service area, the unit of measurement determination with related parameters, and the formulation of the Capital Improvements Plan.

The decisions of the Advisory Committee and assumptions made during the determination of the fee to be imposed are based upon the fact that within five (5) years the City must decide if any of these factors should be changed substantially, and if so, whether a full up-date process will be needed. It is important to note that the service areas are conceptual in nature and do not necessarily represent a definitive commitment for service by the City; the service area boundaries also do not necessarily represent limits to service potential or fee assessment.

This report uses the City's existing Sewer CCN map and existing Water CCN map to define the service areas for Impact Fees as established with TCEQ and the Public Utility Commission (PUC).

2.2 System-Wide Approach

The law does not require that water and wastewater fees be segregated into service sub-areas, although geographically segregated fees are permissible. Thus the cost of the system may be specifically allocated to various regional service areas. In either case, the direct linkage between fee payer and fee amount and funded facilities must be maintained. Pooled costs can be justified from several perspectives. From the perspective of an individual customer, the location of a treatment facility and method of wastewater disposal, etc. are discretionary decisions made by the City. For example, whether an individual lives close to a treatment plant or several miles distant is determined more by discretionary decisions made by the City than by service demands of the customer. It is possible that two customers in generally identical geographic locations with similar system demands could have significantly different individual costs of service due to these discretionary siting design decisions. The water system of the City is designed with features to insure a system-wide reliability.

This is illustrated by the fact that a special main needed to be installed to allow elevated storage reservoirs and booster station facilities to serve all areas of the City. This "looped" special

main provides somewhat redundant transmission facilities. This system reliability aspect makes it difficult or impossible to assign certain costs by geographic area.

To summarize, 1) many siting and design decisions are discretionary rather than locational; 2) systems are often designed with redundant facilities for system reliability; and 3) some facilities have no geographic specific service area. It can be shown that the City's water system operates as a complete and integrated system. Therefore, any customer which receives service from such a system may reasonably be considered to be receiving sufficient benefit from the payment of the Community Impact Fee that is calculated on a system-wide basis.

2.3 Define Unit of Measurement (LUE)

Section 395.014(a)(4) of the Impact Fee Act requires: "...an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial"

Water meter size (expressed in the common units of LUE's) was determined to be the most appropriate measure for calculating the fees due from any individual customer. Water meter size was selected as the unit determinant for fee collection for the following reasons:

1. This standard includes both safe continuous flow and safe maximum flow which will thereby accommodate all requests for service.
2. These standards are those used by building owners, professional engineers and architects, and City staff for sizing meters and plumbing fixtures.
3. Meters are a physical element which can be maintained and controlled by the City, thus allowing the monitoring of the accuracy of meter sizing.
4. The City can require any necessary replacement of meters which can be shown to have been sized too small for a development and collect additional impact fees required by the change in meters.
5. Particularly in the larger meter sizes, the builder may have to pay for more capacity than needed for the development, thus resulting in a potential payment above actual costs. However, these large-meter customers will be able to use that excess capacity if later building expansions occur or if use patterns change. Moreover, the capacity purchased would be a marketable amenity which would add value to the property.

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6. The use of water meter size allows equitable cost assignment to each of the three customer classes identified in Chapter 395 (residential, commercial, and industrial).
 7. It allows the use of an American Water Works Association (AWWA) Published Standard.

Since water meter size is the basis for calculation of both water and wastewater fees, the base fee should be applied to the smallest meter used by the City. The following policies are suggested:

1. The City's smallest water meter (5/8" x 3/4") should be the base unit for impact fee assessment.
2. The Impact Fee Ordinance should have the schedule published as shown in Table 1, which includes both compound and turbine meters.
3. The use of a turbine meter, in connection with displacement meters in a compound meter installation, would require the use of the turbine meter schedule.
4. The standard used for the ratio of continuous duty maximum flow rate would be derived from AWWA C700-C703 (in gpm – gallons per minute).
5. The ratio of each larger meter's continuous duty maximum flow rate to the rate of the base meter would determine the fee multiplier and the scale for other calculations relating to this fee.
6. The impact fee assessment should be adjusted when the City determines that unique water pressure conditions of the system result in a meter size which is not indicative of actual flow (as when pressure is unusually low or high). In this instance, the ordinance should provide for individual review.

Table 2 shows a conversion table for various types and sizes of water meters in the Elgin Water System. Because the fee calculation was based on water meter size, the LUE/meter conversion table applies equally to all land uses. Table 1 shows the current number of LUE's on the Elgin water system.

Typically, some concern is expressed that water meters are not always a reasonable means of calculating wastewater flows, particularly for certain consumptive types of commercial uses (car washes, restaurants) or industrial processes. Additionally, any land use might have a large meter for irrigation purposes, thus over representing its wastewater flows. However, experience has indicated that few such exceptional customers choose to have a separate wastewater meter

because of the installation and maintenance expense incurred. Because no alternative means for assessing flow is practical, it is recommend that the water meter also be adopted as the basis for wastewater impact fees.

However, given the potential that some consumptive commercial and industrial customers may be considerably overcharged for sewer capacity demand when water meter size is used for calculating wastewater impact fees, it is also recommended that the ordinance provide for exceptions. Specifically, the ordinance should permit individual wastewater customers to present data, prepared by a professional engineer, documenting expected wastewater flow below that which is indicated by meter-size determinations for a lower sewer fee. For irrigation-only water meters, the ordinance should provide for a water-only impact fee.

**TABLE 1
CURRENT METER COUNT AND ESTIMATION OF
LIVING UNITS EQUIVALENT**

METER SIZE	NUMBER OF METERS ^(a)	LUEs PER METER ^(b)	NUMBER OF LUEs
5/8" x 3/4"	4,314	1.0	4,314
3/4"	0	1.5	0
1"	18	2.5	45
1 1/2"	19	5.0	95
2"	73	8.0	584
3"	14	17.5	245
4"	5	30.0	150
6"	4	67.5	270
8"	1	90.0	90
Total	4,448		5,793
Water Service Population ^(c)			14,189
Population/LUE			2.45

(a) Source: City of Elgin (January 25, 2024)

(b) See Table 2

(c) Water service area population

TABLE 2
LUE EQUIVALENCIES FOR VARIOUS TYPES AND SIZES
OF WATER METERS

METER TYPES	METER SIZE	CONTINUOUS DUTY MAXIMUM RATE (gpm)	RATIO TO 5/8" x 3/4" METER
SIMPLE	5/8" x 3/4"	10	1.0
SIMPLE	3/4"	15	1.5
SIMPLE	1"	25	2.5
SIMPLE	1-1/2"	50	5.0
SIMPLE	2"	80	8.0
COMPOUND	2"	80	8.0
TURBINE	2"	160	16.0
COMPOUND	3"	175	17.5
TURBINE	3"	350	35.0
COMPOUND	4"	300	30.0
TURBINE	4"	650	65.0
COMPOUND	6"	675	67.5
TURBINE	6"	1400	140.0
COMPOUND	8"	900	90.0
TURBINE	8"	2400	240.0
COMPOUND	10"	1150	115.0
TURBINE	10"	3500	350.0
TURBINE	12"	4400	440.0

SOURCE: AWWA Standards C700, C701, C702, C703.

2.4 Eligibility and Application Considerations

A separate policy document shall be adopted simultaneously with the impact fee which will state whether all parties who purchase the water or wastewater tap will be assessed or whether exceptions will be made. The policy document will determine whether the full fee will be assessed to all customers or whether certain classes of customers such as commercial and industrial users will be discounted. In any case, the exempted fee revenues cannot be recovered by charging higher fees to other fee payers; rather tax or rate revenues or other sources must be used.

2.5 Level of Cost Recovery

The maximum legal fee has been calculated by this study. The maximum legal fee may or may not be assessed and collected. The City chooses to be conservative so as to avoid refunds at some future date if actual construction costs would have resulted in a fee which is more than 10% lower than the fee charged. The Advisory Committee and the City have chosen to assess and collect a fee which will be necessary to finance the first five (5) years of the 10 year Capital Improvements Plan. It is reasoned that the required five (5) year review will evaluate the current fee and make adjustments as necessary as a result of an updated study at that point and time.

3.0 PHILOSOPHY OF CALCULATION – EQUITY PURCHASE

The transfer of equity from existing customers to new customers provides that each new customer would contribute equity in the utility system comparable to that owned by existing customers. Once that equity payment is made through the Community Impact Fee, each new customer would pay the remainder of his capital-related cost of service through rate payments equal to the rate payments of existing customers. This minimizes one customer group paying for the cost of another and provides for full cost recovery of the existing excess capacities.

3.1 Determine Value of Existing Excess Capacity

The initial construction cost for each system component was identified. The total LUE capacity of each component was determined, and subsequently, a value per LUE of the initial construction costs for the component was determined.

3.2 Determine Value of Proposed Expansions

The estimated cost of proposed system components necessary to supply any remaining needed capacity, in addition to existing excess capacity, was determined. The total LUE capacity of any facilities proposed was calculated, and subsequently, a cost per LUE of the proposed facilities calculated.

3.3 Determine Weighted Average

The total cost of the remaining capacity plus the total cost of the needed capacity was summed and then divided by the total number of LUE's expected in the 10 year growth period being considered. The result is the weighted average of the existing excess capacity cost and the proposed facility cost per LUE.

4.0 FEE CALCULATION

4.1 Population Projection

The City of Elgin projects a current growth rate of 8% for the next 10 years. The current estimated population of 15,408 should grow to 33,265 by 2034 for the City Limits and ETJ (City of Elgin Community Growth Report, November 2023). The actual water and sewer service populations are less and are shown in Table 3.

4.2 Historical and Projected Land Use

The following land use analysis (Table 3) was prepared in 2008 for the City of Elgin's Comprehensive Plan Update. The City of Elgin still maintains this as its land use plan. The table quantifies existing and projected future land uses by various categories shown. Appendix A includes a map of existing land uses with the study area as well as a map of the proposed future land use plan from the City's Comprehensive Plan Update. The future land use plan identifies a general pattern of growth and development that the City desires to achieve through improved planning and enforcement procedures. The future land use plan was used with historical data to project the future land use composition of the study area in the next ten (10) years. The Advisory Committee and the City of Elgin recommended the proposed land use assumptions as shown in the following sub-section.

**TABLE 3
EXISTING LAND USES**

Total Land Area	2024		2034		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Agriculture/Natural Areas	14,699.45	63.53	11,730.45	50.70	8,736.45	37.76
Single Family Residential	4,229.00	18.28	6,976.00	30.15	9,723.00	42.02
Multi-Family	291.00	1.26	530.00	2.29	769.00	3.32
Farm/Ranch	2,116.00	9.15	1,666.00	7.20	1,241.00	5.36
Commercial	1,588.00	6.86	1,820.00	7.87	2,052.00	8.87
Industrial	140.00	0.61	270.00	1.17	400.00	1.73
Utility	73.00	0.32	144.00	0.62	215.00	0.93
TOTAL ACREAGE	23,136.45	100.00%	23,136.45	100.00%	23,136.45	100.00%
Population (City Limits & E.T.J.)	15,408		33,265		46,700	
Water Service Population	14,189		26,635			
Sewer Service Population	12,770		27,570			
Water LUEs	5,793		10,874			
Sewer LUEs	5,214		11,256			
Population per Urban Acre	1.83		2.92		3.24	
Population per Acre (Total Acres)	0.67		1.44		2.02	

Source for ETJ population estimates and projections: City of Elgin Community Growth Report, November 2023.

Current water service population based on total households served (from City billing data) multiplied by average household size of 3.19 persons. (<https://www.elgintx.com/486/Population-Demographics>). Current sewer service population based on a ratio of 0.9 from sewer/water population from previous impact fee.

Current water LUEs taken from Table 1; current sewer LUEs based on 2.45 person per LUE (from water utility) applied to the sewer service population.

Future water service population assumes a 6.5% growth rate over the next 10 years. The growth rate is less than the overall growth rate to account for development which will occur outside the City's water service area. In addition, the growth rate is less as an increase in population service area is limited to redevelopment with greater density or development of the few remaining empty tracts of land.

Future sewer service population assumes an 8% growth rate over the next 10 years. The growth rate is equal to the overall growth rate since any development will be in the City's sewer service area.

Residential Density Assumptions: Low Density = 0.5 units/acre; Single Family = 4 units/acre; Medium Density = 12 units/acre

4.3 Capital Improvements Plan

4.3.1 Impact Fee Assumptions and Factors

The projected water population growth of 12,446 people produces an additional $(12,446 \div 2.45) = 5,081$ LUE's for a total of 10,874 in 2034. The peak water usage in the last two

(2) years was used to determine gallons per LUE per day peak usage as well as average usage. A similar procedure was used to determine usage per LUE for wastewater flows. The projected sewer population growth of 14,800 people produces an additional $(14,800 \div 2.45) = 6,042$ LUE's for a total of 11,256 in 2034. Table 8 and Table 9 show impact cost allocations which resulted from the needs assessment.

4.3.2 Projected Service Units for New Development

As required in the legislation, current and future LUE demand is shown for water and wastewater in the following tables. A water LUE was determined to be equivalent to 434 gallons per day by dividing peak day water consumption (from the last twenty-four month period) by the current number of LUE's. However, TCEQ standards dictate higher rates for some components and, those will be used for conservatism. The wastewater system was evaluated in the same fashion, except the sewer LUE was determined to be equivalent to 170 gallons per day, by averaging monthly discharge flows (from the last twenty-four month period) by the current number of LUE's. Based on engineering analysis and developments occurring 245 gallons per day per LUE was utilized for the study. Table 6 and Table 7 show current and projected service demand expressed in LUE's for water and wastewater respectively. As required by the legislation, projections are shown for both 2024 and 2034.

4.3.3 CIP Inventory & Costing – Water & Wastewater

Several steps were necessary in order to perform the required inventory of existing facilities, to develop the ten (10) year Capital Improvements Plan, and to allocate capacity and associated cost to the appropriate customer groups. First, as discussed previously, the projected service demands for each utility were expressed in LUE's. These demands were then used to project facility needs for both existing and future. Table 4 and Table 5 contain the design assumptions which were used to project needs for each type of facility in each utility. Table 6 and Table 7 show current needs and deficiencies for existing (if any) facilities and projected capacity needs for future growth. Then Table 8 and Table 9 perform the required allocation of existing and future CIP facility needs for existing development and future development within the next ten (10) years. For each generation of utility customers, these tables show facility needs which will be met by existing and future facilities.

Cost estimates for each facility were taken from actual cost of existing facilities (provided by City staff and TRC Engineers, Inc.). Costs of future facilities were estimated in a conservative manner by the Engineer to avoid potential over-estimation of costs and the consequent refund of fees at a future date. In addition, the legislation provides that the CIP facilities may include construction price, survey, and engineering fees, and acquisition costs (including “soft” costs), and the costs of consulting work to develop the fees.

The calculations then converted the facility costs into a weighted cost-of-service as required by the law. Facility costs were expressed on a per LUE basis. Finally, an appropriate cost share was attributed to the ten (10) year growth as determined from capacity allocations shown. The total capital costs for 2024 to 2034 were then summed for each utility in Table 10.

4.3.4 Categorization of Existing Debt – Water & Wastewater

H.B. 1199 amends Chapter 395 and requires “a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvement plan OR in the alternative, a credit equal to 50% of the total projected cost of implementing the capital improvement plan”.

This analysis has used the alternative 50% reduction as done in previous impact fee studies.

TABLE 4
CAPACITY DEMAND FOR EACH NEW WATER LUE

FACILITY	BASIS	CAPACITY PER LUE
Wells (Supply) ^(a)	TCEQ Standards	864 gallons/day
Treatment ^(b)	TCEQ Standards	864 gallons/day
Booster Pumps ^(c)	TCEQ Standards	864 gallons/day
Ground Storage ^(d)	TCEQ Standards	100 gallons
Elevated Storage ^(e)	TCEQ Standards	100 gallons
Major Transmission	Engineering Analysis	1,440 gallons/day
Major Distribution	Engineering Analysis	2,160 gallons/day

(a) TCEQ requires 0.6 gpm per LUE for supply [TAC §290.45(b)(1)(D)(i)]

(b) TCEQ requires 0.6 gpm per LUE for treatment [TAC §290.45(b)(2)(B)]

(c) for systems with 200 gallons/LUE of elevated storage, TCEQ requires 0.6 gpm per LUE [TAC §290.45(b)(1)(D)(iii)]

(d) TCEQ requires 100 gallons of storage per LUE

(e) TCEQ requires 100 gallons of storage per LUE

TABLE 5
CAPACITY DEMAND FOR EACH NEW WASTEWATER LUE

FACILITY	BASIS	CAPACITY PER LUE	
		2024	2034
Treatment	Engineering Analysis	170	245 gallons/day
Pumping ^(a)	Engineering Analysis	510	735 gallons/day
Major Collection ^(a)	Engineering Analysis	510	735 gallons/day

(a) Capacity per LUE assumes a peak factor of 3.0

TABLE 6
ESTIMATED WATER SERVICE DEMAND BY FACILITY
TYPE

	VOLUME	
	2024	2034
LUEs ^(a)	5,793	10,874
WATER SUPPLY WELLS MGD:		
Estimated Demand	5.005	9.395
Existing Capacity	6.123	6.123
<i>Excess/(Deficiency)</i>	1.118	(3.272)
TREATMENT PLANT MGD:		
Estimated Demand	5.005	9.395
Existing Capacity	3.600	3.600
<i>Excess/(Deficiency)</i>	(1.405)	(5.795)
GROUND STORAGE MG:		
Estimated Demand	0.579	1.087
Existing Capacity	1.231	1.231
<i>Excess/(Deficiency)</i>	0.652	0.144
ELEVATED WATER STORAGE MG:		
Estimated Demand	0.579	1.087
Existing Capacity	1.050	1.050
<i>Excess/(Deficiency)</i>	0.471	(0.037)
HIGH SERVICE PUMPS AT WTP MGD:		
Estimated Demand	5.005	9.395
Existing Capacity	4.032	4.032
<i>Excess/(Deficiency)</i>	(0.973)	(5.363)
HIGH SERVICE PUMPS AT PISTOL HILL MGD:		
Estimated Demand	5.005	9.395
Existing Capacity	3.744	3.744
<i>Excess/(Deficiency)</i>	(1.261)	(5.651)
MAJOR TRANSMISSION LINES (Wells to WTP) MGD:		
Estimated Demand	8.342	15.659
Existing Capacity	9.237	9.237
<i>Excess/(Deficiency)</i>	0.895	(6.422)

(a) LUEs from Table 3

TABLE 6 (CONT.)
ESTIMATED WATER SERVICE DEMAND BY FACILITY
TYPE

	VOLUME	
	2024	2034
MAJOR TRANSMISSION LINES (WTP to Pistol Hill GSR) MGD:		
Estimated Demand	8.342	15.659
Existing Capacity	8.109	8.109
<i>Excess/(Deficiency)</i>	(0.233)	(7.550)
MAJOR TRANSMISSION LINES (Pistol Hill GSR to Elevated Tank) MGD:		
Estimated Demand	8.342	15.659
Existing Capacity	5.571	5.571
<i>Excess/(Deficiency)</i>	(2.771)	(10.088)
MAJOR DISTRIBUTION LINES MGD:		
Estimated Demand	12.513	23.488
Existing Capacity	27.918	27.918
<i>Excess/(Deficiency)</i>	15.405	4.430

TABLE 7
ESTIMATED WASTEWATER SERVICE DEMAND BY
FACILITY TYPE

FACILITY TYPE	VOLUME	
	2024	2034
LUE'S ^(a)	5,214	11,256
WASTEWATER TREATMENT MGD:		
Estimated Demand	0.886	2.758
Existing Capacity	1.950	1.950
<i>Excess/(Deficiency)</i>	1.064	(0.808)
MAJOR LIFT STATIONS MGD:		
Estimated Demand	2.659	8.273
Existing Capacity	8.539	8.539
<i>Excess/(Deficiency)</i>	5.880	0.266
MAJOR TRUNK SEWERS MGD:		
Estimated Demand	2.659	8.273
Existing Capacity	25.831	25.831
<i>Excess/(Deficiency)</i>	23.172	17.558

(a) LUEs from Table 3

**TABLE 8
WATER CIP INVENTORY AND COSTING**

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS FINANCE	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
WELLS									
EXISTING FACILITIES			MGD						
	Well #14	\$320,000	\$560,000	1.440	1.252	0.188	0.000	\$73,111	\$14.39
	Well #15	\$625,000	\$1,093,750	1.685	1.251	0.434	0.000	\$281,714	\$55.44
	Well #16	\$714,262	\$1,249,959	1.313	1.251	0.062	0.000	\$59,023	\$11.62
	Well #17	\$1,945,057	\$3,403,850	1.685	1.251	0.434	0.000	\$876,719	\$172.54
	Subtotal Existing Wells	\$3,604,319	\$6,307,558	6.123	5.005	1.118	0.000	\$1,290,567	\$253.99
NEW FACILITIES									
	Well #18 (W-1)	\$2,500,000	\$4,375,000	1.728	0.000	1.636	0.092	\$4,142,072	\$815.17
	Well #19 (W-2)	\$2,500,000	\$4,375,000	1.728	0.000	1.636	0.092	\$4,142,072	\$815.17
	Subtotal New Wells	\$5,000,000	\$8,750,000	3.456	0.000	3.272	0.184	\$8,284,144	\$1,630.33
TOTAL WELLS		\$8,604,319	\$15,057,558	9.579	5.005	4.390	0.184	\$9,574,710	\$1,884.32
TREATMENT									
EXISTING FACILITIES			MGD						
	Old Water Treatment Plant	\$1,650,000	\$2,887,500	1.800	1.800	0.000	0.000	\$0	\$0.00
	New Water Treatment Plant	\$4,250,000	\$7,437,500	1.800	1.800	0.000	0.000	\$0	\$0.00
	Subtotal Existing Treatment	\$5,900,000	\$10,325,000	3.600	3.600	0.000	0.000	\$0	\$0.00
NEW FACILITIES			MGD						
	Expansion (W-3)	\$13,333,950	\$23,334,413	3.600	1.405	2.195	0.000	\$14,227,510	\$2,800.00
	Subtotal New Treatment	\$13,333,950	\$23,334,413	3.600	1.405	2.195	0.000	\$14,227,510	\$2,800.00
TOTAL WATER TREATMENT		\$19,233,950	\$33,659,413	7.200	5.005	2.195	0.000	\$14,227,510	\$2,800.00
GROUND STORAGE									
EXISTING FACILITIES			MGD						
	0.300 MG GSR	\$125,000	\$218,750	0.300	0.193	0.000	0.107	\$0	\$0.00
	0.431 MG GSR Pistol Hill	\$150,000	\$262,500	0.431	0.193	0.000	0.238	\$0	\$0.00
	0.500 MG GSR	\$284,434	\$497,760	0.500	0.193	0.000	0.307	\$0	\$0.00
	Subtotal Existing Ground Storage	\$559,434	\$979,010	1.231	0.579	0.000	0.652	\$0	\$0.00
NEW FACILITIES									
	1.000 MG GSR Pistol Hill (W-4)	\$3,681,971	\$6,443,449	1.000	0.000	0.463	0.537	\$2,983,317	\$587.12
	0.500 MG GSR at WTP (W-5)	\$1,000,000	\$1,750,000	0.500	0.000	0.045	0.455	\$157,500	\$31.00
	Subtotal New Ground Storage	\$4,681,971	\$8,193,449	1.500	0.000	0.508	0.992	\$3,140,817	\$618.12
TOTAL GROUND STORAGE		\$5,241,405	\$9,172,459	2.731	0.579	0.508	1.644	\$3,140,817	\$618.12

TABLE 8 (CONT)
WATER CIP INVENTORY AND COSTING

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS FINANCE	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
ELEVATED STORAGE									
EXISTING FACILITIES			MG						
	0.5 MG (#1)	\$61,807	\$108,162	0.500	0.264	0.000	0.236	\$0	\$0.00
	0.5 MG (#2)	\$522,500	\$914,375	0.500	0.265	0.000	0.235	\$0	\$0.00
	0.05 MG (Elgin Oaks)	\$578,200	\$1,011,850	0.050	0.050	0.000	0.000	\$0	\$0.00
	Subtotal Existing Elevated Storage	\$1,162,507	\$2,034,387	1.050	0.579	0.000	0.471	\$0	\$0.00
NEW FACILITIES									
	1.0 MG (#3) (W-6)	\$3,000,000	\$5,250,000	1.000	0.000	0.508	0.492	\$2,667,000	\$524.87
	Subtotal New Elevated Storage	\$3,000,000	\$5,250,000	1.000	0.000	0.508	0.492	\$2,667,000	\$524.87
TOTAL ELEVATED STORAGE		\$4,162,507	\$7,284,387	2.050	0.579	0.508	0.963	\$2,667,000	\$524.87
HIGH SERVICE PUMPS AT WTP									
EXISTING FACILITIES			MGD						
	@ Elgin Oaks	\$115,000	\$201,250	0.432	0.432	0.000	0.000	\$0	\$0.00
	@ WTP	\$1,478,880	\$2,588,040	4.032	4.032	0.000	0.000	\$0	\$0.00
	Subtotal Existing High Service Pumps	\$1,593,880	\$2,789,290	4.464	4.464	0.000	0.000	\$0	\$0.00
TOTAL HIGH SERVICE PUMPS AT WTP		\$1,593,880	\$2,789,290	4.464	4.464	0.000	0.000	\$0	\$0.00
HIGH SERVICE PUMPS AT PISTOL HILL									
EXISTING FACILITIES			MGD						
	@ Pistol Hill	\$78,296	\$137,018	3.744	3.744	0.000	0.000	\$0	\$0.00
	Subtotal Existing High Service Pumps	\$78,296	\$137,018	3.744	3.744	0.000	0.000	\$0	\$0.00
NEW FACILITIES									
	@ Pistol Hill (W-7)	\$1,696,065	\$2,968,114	2.304	0.500	1.804	0.000	\$2,323,992	\$457.37
	Subtotal New High Service Pumps	\$1,696,065	\$2,968,114	2.304	0.500	1.804	0.000	\$2,323,992	\$457.37
TOTAL HIGH SERVICE PUMPS AT PISTOL HILL		\$1,774,361	\$3,105,132	6.048	4.244	1.804	0.000	\$2,323,992	\$457.37

TABLE 8 (CONT)
WATER CIP INVENTORY AND COSTING

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS FINANCE	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
TRANSMISSION LINES (Wells to WTP)									
EXISTING FACILITIES			MG						
	12" Line	\$650,000	\$1,137,500	2.538	2.538	0.000	0.000	\$0	\$0.00
	18" Line	\$2,437,622	\$4,265,838	5.571	4.676	0.324	0.571	\$248,094	\$48.83
	8" Line	\$500,000	\$875,000	1.128	1.128	0.000	0.000	\$0	\$0.00
	Subtotal Existing Transmission Lines	\$3,587,622	\$6,278,338	9.237	8.342	0.324	0.571	\$248,094	\$48.83
NEW FACILITIES			MG						
	18" Line (W-8)	\$3,063,076	\$5,360,383	5.571	0.000	5.571	0.000	\$5,360,383	\$1,054.93
	12" Line (W-9)	\$1,000,000	\$1,750,000	2.538	0.000	1.422	1.116	\$980,496	\$192.96
	Subtotal New Transmission Lines	\$4,063,076	\$7,110,383	8.109	0.000	6.993	1.116	\$6,340,879	\$1,247.90
TOTAL TRANSMISSION LINES		\$7,650,698	\$13,388,721	17.346	8.342	7.317	1.687	\$6,588,973	\$1,296.72
TRANSMISSION LINES (WTP to Pistol Hill GSR)									
EXISTING FACILITIES			MG						
	12" Line	\$180,000	\$315,000	2.538	2.538	0.000	0.000	\$0	\$0.00
	18" Line	\$279,000	\$488,250	5.571	5.571	0.000	0.000	\$0	\$0.00
	Subtotal Existing Transmission Lines	\$459,000	\$803,250	8.109	8.109	0.000	0.000	\$0	\$0.00
TOTAL TRANSMISSION LINES		\$459,000	\$803,250	8.109	8.109	0.000	0.000	\$0	\$0.00
TRANSMISSION LINES (Pistol Hill GSR to Elevated Tank)									
EXISTING FACILITIES			MG						
	18" Line	\$1,423,477	\$2,491,085	5.571	5.571	0.000	0.000	\$0	\$0.00
	Subtotal Existing Transmission Lines	\$1,423,477	\$2,491,085	5.571	5.571	0.000	0.000	\$0	\$0.00
NEW FACILITIES				MG					
	18" Line (W-10)	\$3,190,704	\$5,583,732	5.571	1.000	4.571	0.000	\$4,581,446	\$901.64
	Subtotal New Transmission Lines	\$3,190,704	\$5,583,732	5.571	1.000	4.571	0.000	\$4,581,446	\$901.64
TOTAL TRANSMISSION LINES		\$4,614,181	\$8,074,817	11.142	6.571	4.571	0.000	\$4,581,446	\$901.64

TABLE 8 (CONT)
WATER CIP INVENTORY AND COSTING

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS FINANCE	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
DISTRIBUTION									
EXISTING FACILITIES			MGD						
	12" Loop Hwy 290	\$266,666	\$466,666	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" Hwy 290 to Westwind	\$130,000	\$227,500	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" County Line Rd (290 to FM 1100)	\$266,666	\$466,666	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" County Line Rd (FM 1100 to Carlson Ln)	\$100,000	\$175,000	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" FM 1100	\$266,666	\$466,666	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" 2nd Street	\$250,000	\$437,500	2.538	1.138	0.000	1.400	\$0	\$0.00
	12" Kennedy Street	\$85,000	\$148,750	2.538	1.137	0.000	1.401	\$0	\$0.00
	12" McDade Road	\$125,000	\$218,750	2.538	1.137	0.000	1.401	\$0	\$0.00
	12" Carlson Lane	\$100,000	\$175,000	2.538	1.137	0.000	1.401	\$0	\$0.00
	12" Fisher St. to Monterrey Dr.	\$265,313	\$464,298	2.538	1.137	0.000	1.401	\$0	\$0.00
	12" Roy Rivers Rd. (Phase III)	\$849,524	\$1,486,667	2.538	1.137	0.000	1.401	\$0	\$0.00
	Subtotal Existing Facilities	\$2,704,835	\$4,733,461	27.918	12.513	0.000	15.405	\$0	\$0.00
NEW FACILITIES									
	12" Booster Station to Fisher St. (W-11)	\$1,094,411	\$1,915,220	2.538	0.000	0.512	2.026	\$386,364	\$76.04
	12" Monterrey Dr. to Kennedy St. (W-12)	\$1,887,301	\$3,302,777	2.538	0.000	0.512	2.026	\$666,281	\$131.13
	12" Kennedy St. to W. 10th St. (W-13)	\$1,234,802	\$2,160,904	2.538	0.000	0.512	2.026	\$435,927	\$85.79
	12" FM 3000 from Taylor to Westbrook (W-14)	\$406,815	\$711,926	2.538	0.000	0.512	2.026	\$143,619	\$28.26
	12" FM 3000 to Red Town Road (W-15)	\$1,316,165	\$2,303,289	2.538	0.000	0.512	2.026	\$464,651	\$91.44
	12" MLK to S. Avenue D (W-16)	\$837,560	\$1,465,730	2.538	0.000	0.512	2.026	\$295,687	\$58.19
	12" Red Town Rd to S.H. 95 (W-17)	\$1,150,249	\$2,012,935	2.538	0.000	0.512	2.026	\$406,077	\$79.92
	12" S.H. 95 Loop (W-18)	\$1,828,273	\$3,199,478	2.538	0.000	0.512	2.026	\$645,442	\$127.02
	12" FM 1100 to Carlson Lane (W-19)	\$1,081,649	\$1,892,885	2.538	0.000	2.000	0.538	\$1,491,635	\$293.56
	12" Western Sky to FM 1100 (W-20)	\$579,113	\$1,013,447	2.538	0.000	1.000	1.538	\$399,309	\$78.58
	12" Middle School to SH 95 Loop (W-21)	\$1,459,747	\$2,554,557	2.538	0.000	0.550	1.988	\$553,588	\$108.95
	12" Roy Rivers Rd. (Phase IV) (W-22)	\$417,155	\$730,021	2.538	0.000	0.400	2.138	\$115,055	\$22.64
	12" 290 to Roy Rivers Rd (W-23)	\$266,168	\$465,794	2.538	0.000	0.400	2.138	\$73,411	\$14.45
	12" Western Sky Blvd to Carlson Ln (W-24)	\$1,953,335	\$3,418,336	2.538	0.000	0.700	1.838	\$942,804	\$185.55
	12" Carlson Ln to Lund Rd (W-25)	\$1,671,749	\$2,925,561	2.538	0.000	0.700	1.838	\$806,892	\$158.80
	12" County Line Rd to Hwy 95 (W-26)	\$790,813	\$1,383,923	2.538	0.000	0.565	1.973	\$308,084	\$60.63
	12" Lund Rd to Marek Rd (W-27)	\$1,525,930	\$2,670,378	2.538	0.000	0.565	1.973	\$594,469	\$116.99
	Subtotal New Facilities	\$19,501,236	\$34,127,162	43.146	0.000	10.976	32.170	\$8,729,297	\$1,717.94
TOTAL MAJOR DISTRIBUTION LINES		\$22,206,071	\$38,860,624	71.064	12.513	10.976	47.575	\$8,729,297	\$1,717.94
FEE UPDATE COST								\$29,693	\$5.84
TOTALS		\$66,115,313	\$115,701,797					\$42,950,473	\$10,206.81

(a) Assumes the following gals to LUE conversion factor:

Wells:	864	gals/day
Treatment:	864	gals/day
Pumpage:	864	gals/day
Ground Storage:	100	gals
Elevated Storage:	100	gals
Transmission	1,440	gals/day
Distribution	2,160	gals/day

Note: Totals may not add due to rounding
Source: TRC Engineers, Inc.

**TABLE 9
WASTEWATER CIP INVENTORY AND COSTING**

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS INTEREST	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
TREATMENT									
EXISTING FACILITIES				AVG MGD					
	Elgin WWTP	\$3,000,000	\$5,250,000	0.950	0.568	0.100	0.282	\$552,632	\$91.46
	Elgin WWTP Expansion	\$19,298,321	\$33,772,062	1.000	0.051	0.478	0.471	\$16,143,046	\$2,671.68
	Subtotal Existing Facilities	\$22,298,321	\$39,022,062	1.950	0.619	0.578	0.753	\$16,695,677	\$2,763.14
NEW FACILITIES				AVG MGD					
	WWTP No. 2 (S-1)	\$40,000,000	\$70,000,000	2.500	0.267	1.000	1.233	\$28,000,000	\$4,634.01
	Elgin WWTP Expansion (S-2)	\$15,000,000	\$26,250,000	1.000	0.000	0.293	0.707	\$7,691,250	\$1,272.90
	Subtotal New Facilities	\$55,000,000	\$96,250,000	3.500	0.267	1.293	1.940	\$35,691,250	\$5,906.91
TOTAL WASTEWATER TREATMENT		\$77,298,321	\$135,272,062	5.450	0.886	1.871	2.693	\$52,386,927	\$8,670.05
PUMPING									
EXISTING FACILITIES				PEAK MGD					
	Elm Creek Lift Station	\$1,501,367	\$2,627,392	5.040	1.050	1.853	2.137	\$965,984	\$159.87
	Westwind Lift Station	\$0	\$0	0.360	0.210	0.000	0.150	\$0	\$0.00
	Westbrook Lift Station	\$593,156	\$1,038,023	0.288	0.270	0.000	0.018	\$0	\$0.00
	Louise Lift Station	\$40,000	\$70,000	0.288	0.259	0.000	0.029	\$0	\$0.00
	Carver Lift Station	\$75,000	\$131,250	0.360	0.295	0.000	0.065	\$0	\$0.00
	Larson Lift Station	\$49,063	\$85,860	0.259	0.242	0.000	0.017	\$0	\$0.00
	Savannah Lift Station	\$0	\$0	0.072	0.072	0.000	0.000	\$0	\$0.00
	Saratoga Lift Station	\$0	\$0	0.485	0.068	0.140	0.277	\$0	\$0.00
	Central Lift Station	\$1,000,000	\$1,750,000	1.000	0.079	0.278	0.643	\$486,500	\$80.52
	FM 1704 Lift Station	\$2,388,101	\$4,179,177	0.387	0.114	0.273	0.000	\$2,948,101	\$487.91
	Subtotal Existing Facilities	\$5,646,687	\$9,881,702	8.539	2.659	2.544	3.336	\$4,400,585	\$728.30
NEW FACILITIES									
	Littig Road Lift Station (S-3)	\$1,276,282	\$2,233,493	0.360	0.000	0.360	0.000	\$2,233,493	\$369.64
	Little Sandy Creek Lift Station (S-4)	\$1,276,282	\$2,233,493	0.360	0.000	0.360	0.000	\$2,233,493	\$369.64
	Elm Creek Lift Station (maximize) (S-5)	\$2,000,000	\$3,500,000	4.464	0.000	2.000	2.464	\$1,568,100	\$259.52
	Carver Lift Station (S-6)	\$957,211	\$1,675,120	0.720	0.000	0.350	0.370	\$814,294	\$134.77
	Subtotal New Facilities	\$5,509,774	\$9,642,105	5.904	0.000	3.070	2.834	\$6,849,380	\$1,134
TOTAL WASTEWATER PUMPAGE		\$11,156,461	\$19,523,807	14.443	2.659	5.614	6.170	\$11,249,965	\$1,861.87

TABLE 9 (CONT)
WASTEWATER CIP INVENTORY AND COSTING

FACILITY		CONSTRUCT COST	CONSTRUCT COST PLUS INTEREST	FACILITY CAPACITY (mgd or gals)				NEXT 10-YEAR CAPITAL COST TOTAL	NEXT 10-YEAR COST PER LUE (a)
TYPE	NAME			TOTAL	FOR CURRENT CUST.	EXCESS <10 YEARS	EXCESS >10 YEARS		
MAJOR COLLECTION LINES									
EXISTING FACILITIES			MGD						
	18" & 24" Elm Creek Trunk	\$1,320,000	\$2,310,000	4.061	0.465	0.300	3.296	\$170,648	\$28.24
	12" Plant Sewer	\$100,000	\$175,000	1.015	0.429	0.105	0.481	\$18,103	\$3.00
	12" Neidig Sewer	\$120,000	\$210,000	1.015	0.429	0.105	0.481	\$21,724	\$3.60
	12" Eagles Landing Sewer	\$125,000	\$218,750	1.015	0.429	0.105	0.481	\$22,629	\$3.75
	12" Westwind Sewer	\$150,000	\$262,500	1.015	0.276	0.160	0.579	\$41,379	\$6.85
	8" Roy Rivers Rd.	\$547,200	\$957,600	0.451	0.429	0.022	0.000	\$46,712	\$7.73
	24" Elm Creek	\$615,625	\$1,077,344	4.061	0.068	0.080	3.913	\$21,223	\$3.51
	24" Elm Creek	\$735,938	\$1,287,891	4.061	0.068	0.080	3.913	\$25,371	\$4.20
	24" Altessa	\$500,000	\$875,000	4.061	0.066	0.130	3.865	\$28,010	\$4.64
	15" FM 1100 - Cnty Ln Rd to Elm Crk	\$500,000	\$875,000	1.015	0.000	0.105	0.910	\$90,517	\$14.98
	24" FM 1100 to Harvest Ridge Blvd	\$1,000,000	\$1,750,000	4.061	0.000	0.100	3.961	\$43,093	\$7.13
	Subtotal Existing Facilities	\$5,713,763	\$9,999,084	25.831	2.659	1.292	21.880	\$529,411	\$87.62
NEW FACILITIES									
	12" FM 1100 to S.H. 290 (S-7)	\$811,636	\$1,420,363	1.015	0.000	0.100	0.915	\$139,937	\$23.16
	42" Elm Creek (S-8)	\$8,009,707	\$14,016,987	12.435	0.000	0.990	11.445	\$1,115,948	\$184.69
	12" C.R. 76-C.R. 127 to Littig Rd (S-9)	\$1,208,479	\$2,114,838	1.015	0.000	0.254	0.761	\$529,231	\$87.59
	12" Cnty Ln Rd - C.R. 77 to Elm Crk (S-10)	\$518,489	\$907,356	1.015	0.000	0.235	0.780	\$210,078	\$34.77
	12" S.H. 290 to Sandy Creek L.S. (S-11)	\$699,961	\$1,224,932	1.015	0.000	0.150	0.865	\$181,024	\$29.96
	12" FM 1704 - C.R. 51 to Terra Dr. (S-12)	\$335,024	\$586,292	1.015	0.000	0.150	0.865	\$86,644	\$14.34
	36" US 290 to WWTP (S-13)	\$7,995,173	\$13,991,553	5.530	0.000	0.980	4.550	\$2,479,516	\$410.36
	42" Elm Creek to WWTP #2 (S-14)	\$9,769,935	\$17,097,387	12.435	0.000	0.987	11.448	\$1,357,066	\$224.59
	24" Westwind LS to Elm Creek LS (S-15)	\$1,423,649	\$2,491,386	4.061	0.000	0.100	3.961	\$61,349	\$10.15
	24" Western Sky Blvd to Carlson Ln (S-16)	\$2,710,728	\$4,743,774	4.061	0.000	0.276	3.785	\$322,404	\$53.36
	24" Harvest Ridge to Lund Farms (S-17)	\$1,290,138	\$2,257,742	4.061	0.000	0.100	3.961	\$55,596	\$9.20
	Subtotal	\$34,772,920	\$60,852,610	47.658	0.000	4.322	43.336	\$6,538,793	\$1,082.17
TOTAL COLLECTION LINES		\$40,486,683	\$70,851,695	73.489	2.659	5.614	65.216	\$7,068,203	\$1,169.79
TOTALS		\$128,941,465	\$225,647,564					\$70,705,096	\$11,701.71

(a)	assumes the following gals to LUE conversion factors:	Treatment:	2024	2034
(b)	Fee-payers requiring construction of additional new lift stations will also be assessed cost of their prorata share of the facilities.	Pumpage:	170	245 gals daily
		Collection:	510	735 gals daily
			510	735 gals daily

Note: Totals may not add due to rounding.
Source: TRC Engineers, Inc.

TABLE 10
WATER AND WASTEWATER MAXIMUM IMPACT FEES

UTILITY FACILITY	COST/LUE	CREDIT/LUE	MAXIMUM FEE/LUE
WATER Wells	\$1,884.32	\$942.16	\$942.16
Treatment	\$2,800.00	\$1,400.00	\$1,400.00
Ground Storage	\$618.12	\$309.06	\$309.06
Elevated Storage	\$524.87	\$262.44	\$262.44
High Service Pumps at WTP	\$0.00	\$0.00	\$0.00
High Service Pumps at Pistol Hill	\$457.37	\$228.68	\$228.68
Transmission Lines (Wells to WTP)	\$1,296.72	\$648.36	\$648.36
Transmission Lines (WTP to City)	\$0.00	\$0.00	\$0.00
Transmission Lines (Booster to El. Tank)	\$901.64	\$450.82	\$450.82
Distribution	\$1,717.94	\$858.97	\$858.97
Fee Update Cost	\$5.84	\$2.92	\$2.92
TOTAL WATER	\$10,206.81	\$5,103.41	\$5,103.41
SEWER Treatment	\$8,670.05	\$4,335.02	\$4,335.02
Pumping	\$1,861.87	\$930.94	\$930.94
Major Collection	\$1,169.79	\$584.89	\$584.89
TOTAL SEWER	\$11,701.71	\$5,850.86	\$5,850.86
GRAND TOTAL	\$21,908.52	\$10,954.26	\$10,954.26

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Fee Amount

Table 10 itemizes the maximum eligible fee to be assessed.

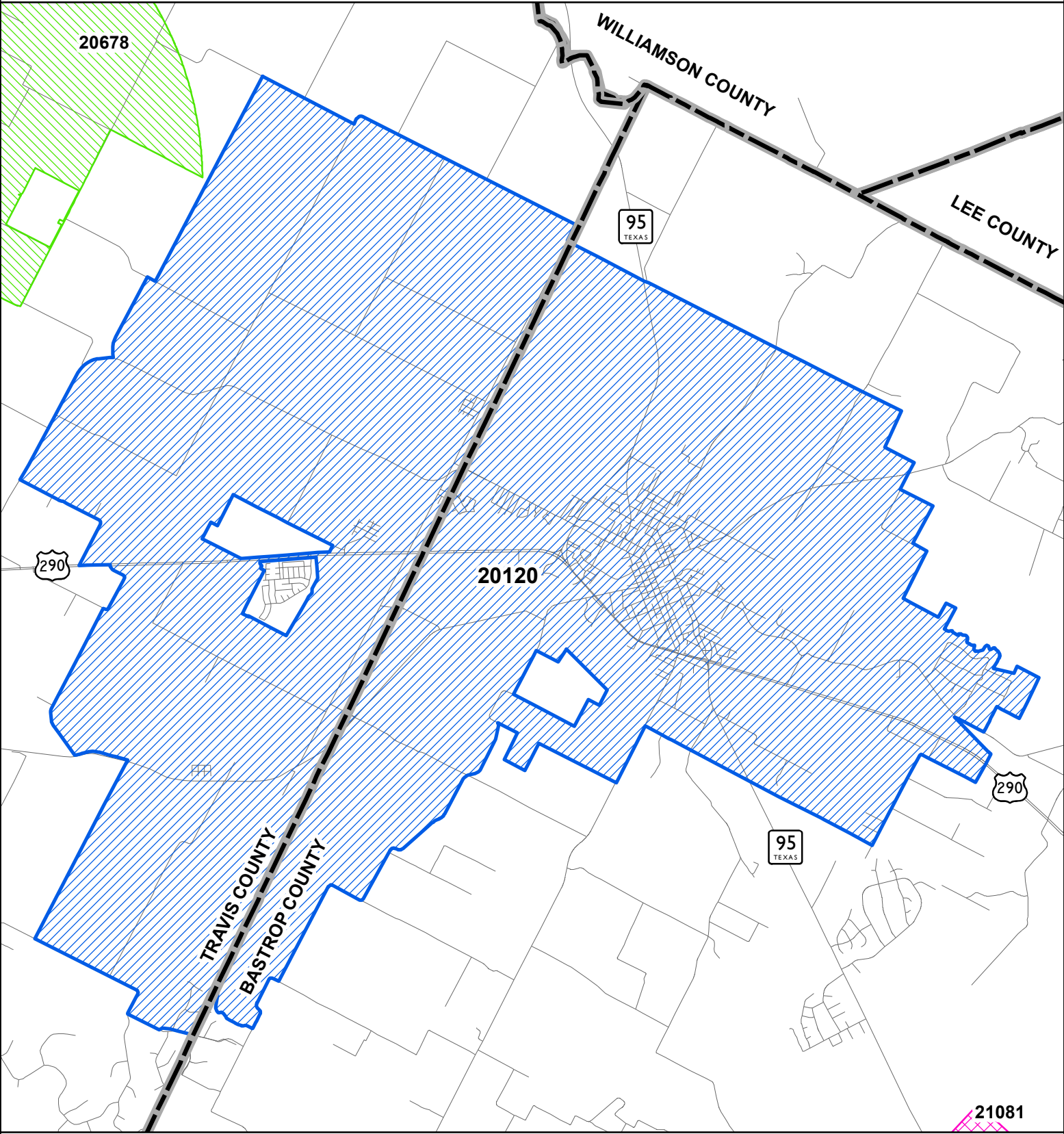
5.2 Reconvene as Needed

The Advisory Committee and the City should be vigilant and should pledge to quickly respond to any unforeseen unusual growth pattern(s).

Appendix A

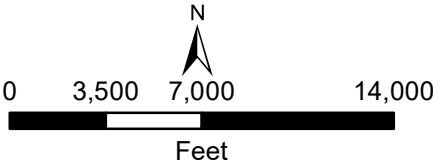
Maps

CITY OF ELGIN
SEWER SERVICE AREA
CCN NO. 20120
APPLICATION NO. 37372-C
CCN AMENDMENT IN BASTROP AND TRAVIS COUNTIES

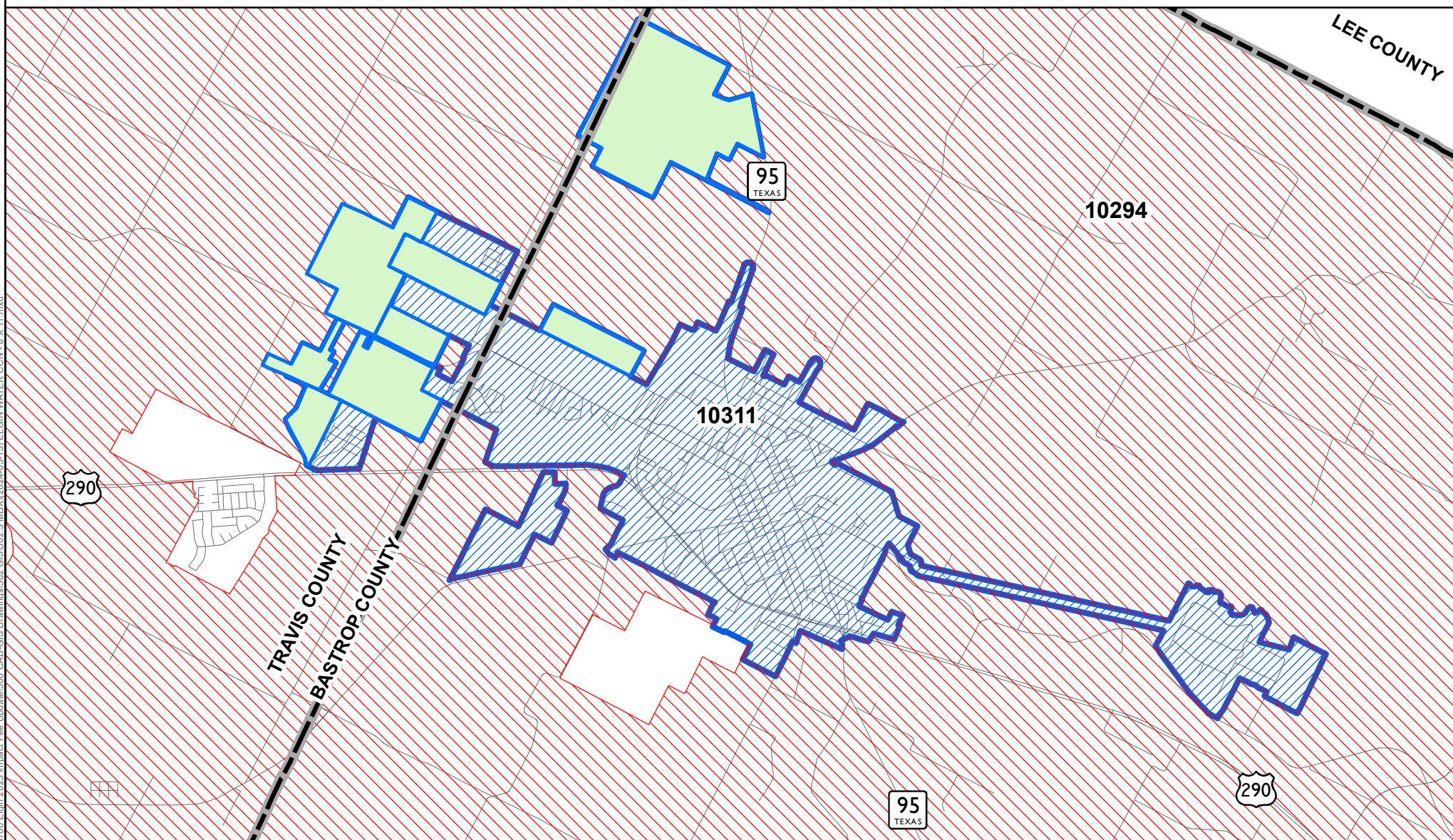


SEWER CCN SERVICE AREAS

-  20678 - CITY OF PFLUGERVILLE
-  21081 - CORIX UTILITIES TEXAS INC
-  20120 - CITY OF ELGIN



CITY OF ELGIN / AUQUA WATER SUPPLY CORPORATION
 WATER SERVICE AREAS
 APPLICATION NO. 37370-C
 13.248 CONTRACT SERVICE AGREEMENT BETWEEN THE CITY OF ELGIN, CCN NO. 10311
 AND AUQUA WATER SUPPLY CORPORATION, CCN NO. 10294
 IN BASTROP AND TRAVIS COUNTIES



- CCN Transfers in Progress
- 10311 - CITY OF ELGIN
- 10294 - AQUA WSC



0 2,500 5,000 10,000
 Feet



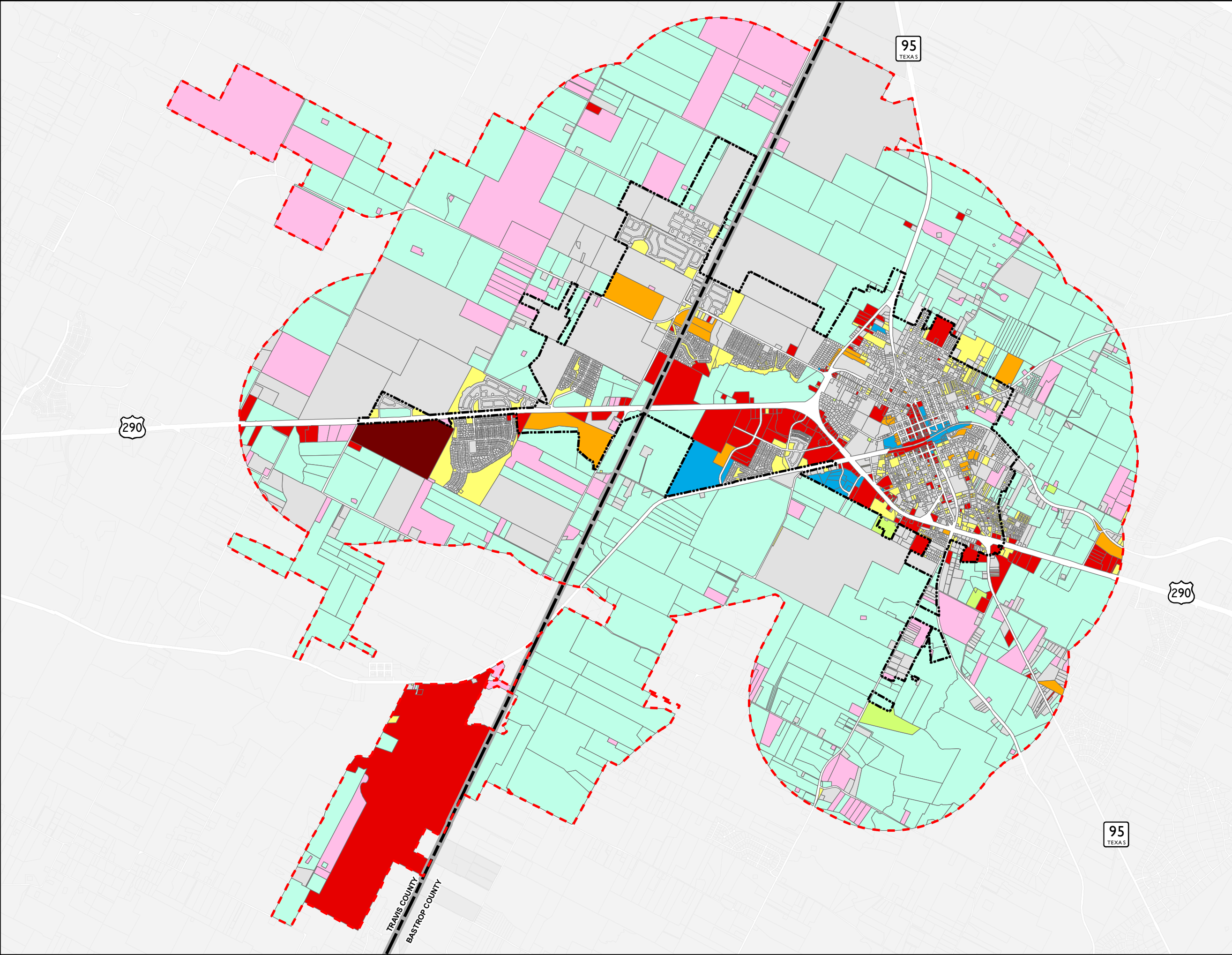
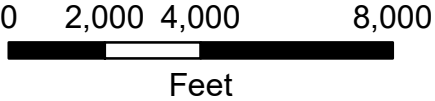
4/30/2024

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SERVICE AREA EXISTING
LAND USE: 2024

Land Use

- Elgin City Limits
- Elgin Planning Area
- No Data
- Agriculture
- Commercial
- Farm/Ranch
- Industrial
- Multi-Family
- Single-Family
- Utility
- Vacant
- Single, Multi-Family, & Industrial

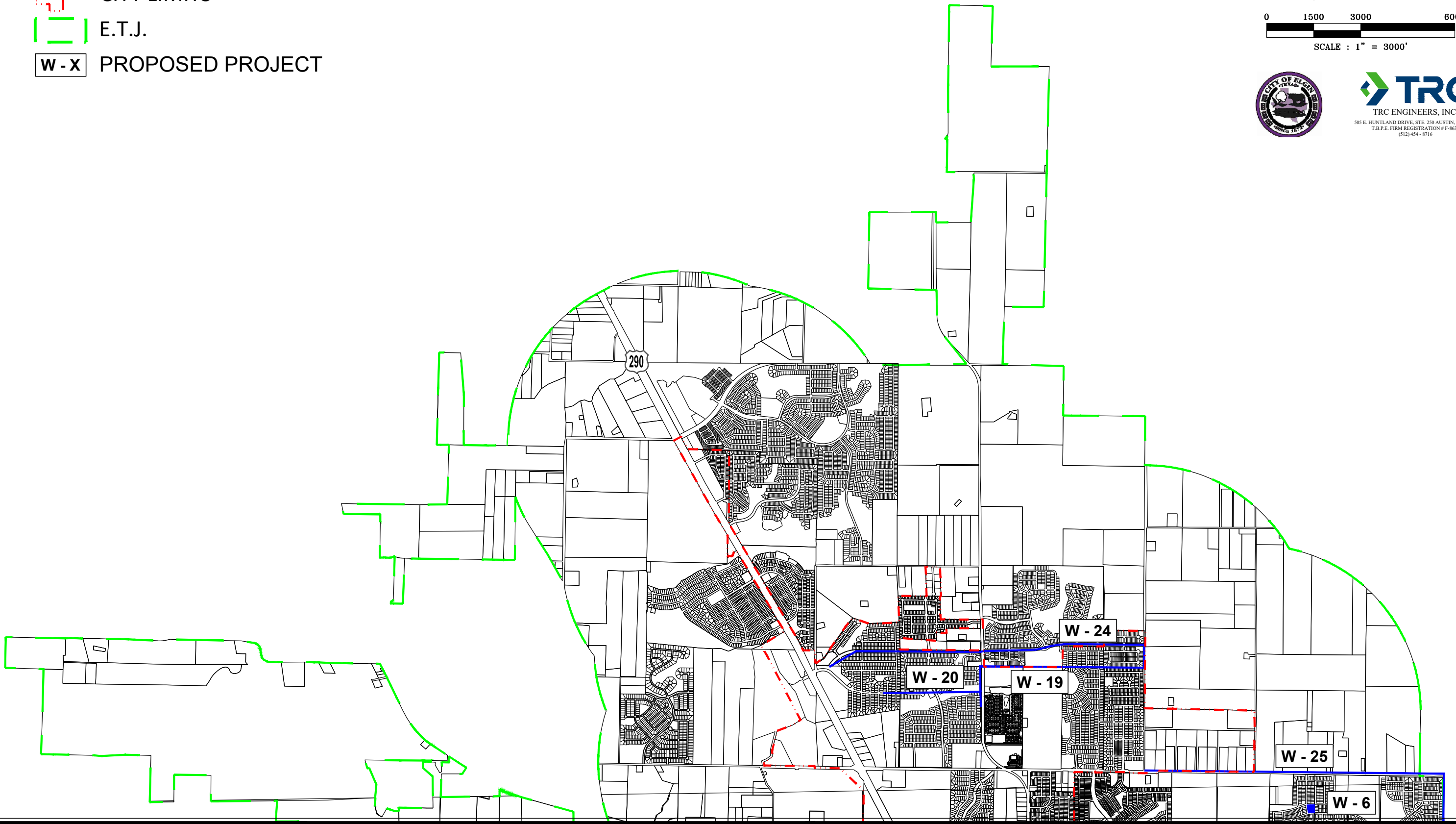
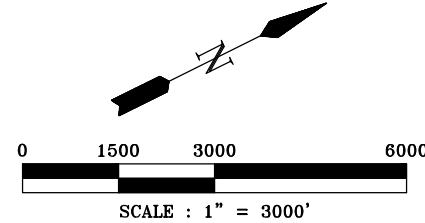


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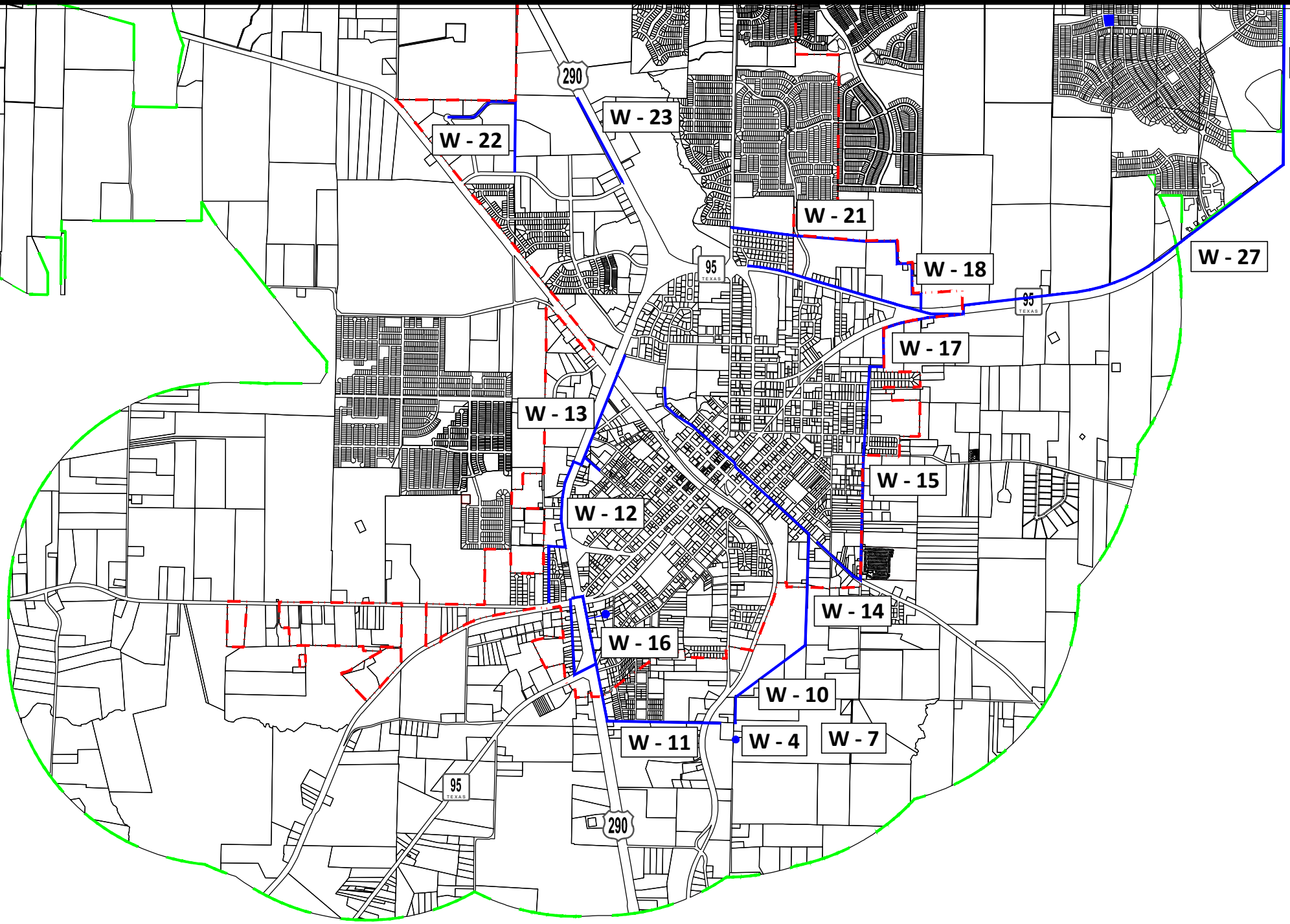
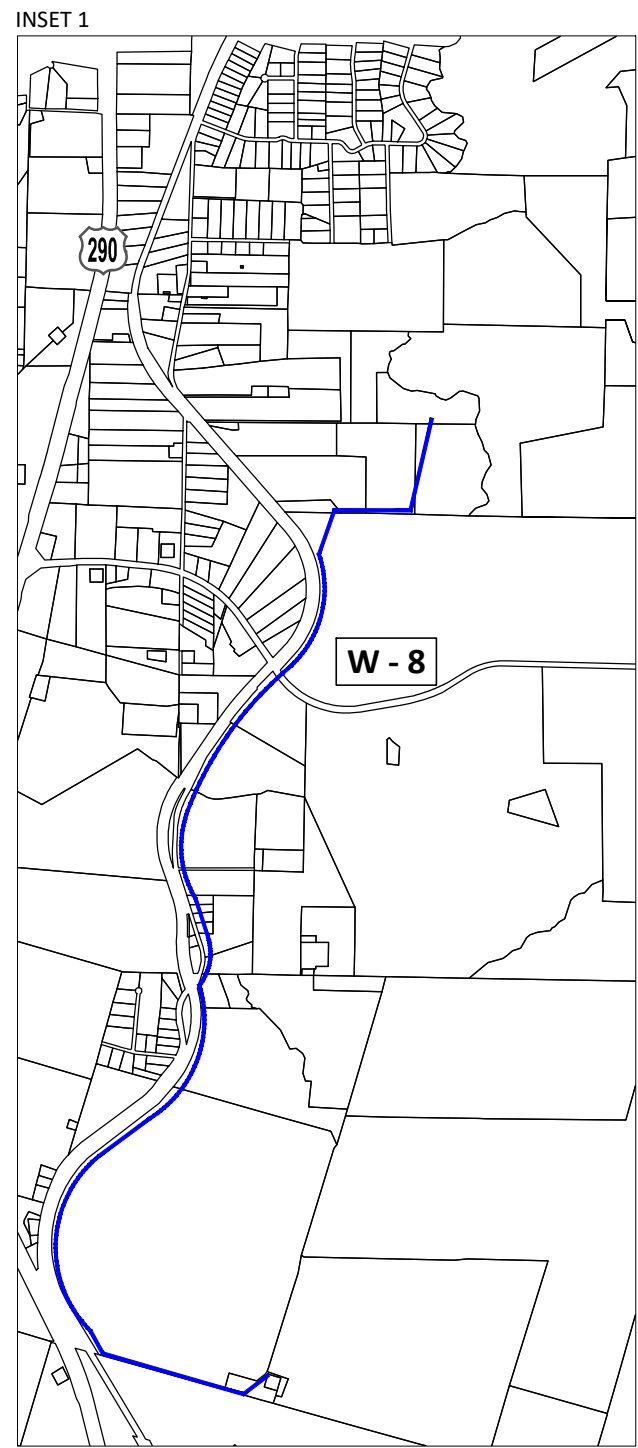
Legend

-  CITY LIMITS
-  E.T.J.
-  PROPOSED PROJECT

WATER - C.I.P.
ELGIN, TX



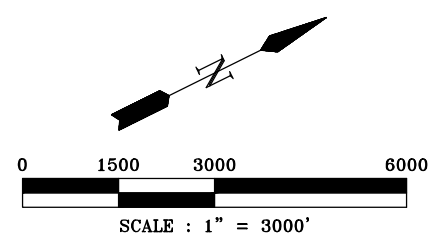
**WATER - C.I.P.
ELGIN, TX**



SEE INSET 1

Legend

- CITY LIMITS
- E.T.J.
- PROPOSED PROJECT





TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-5632
(512) 454 - 8716

NOTE: PROPOSED WELLS, GROUND STORAGE TANKS, AND WTP NOT SHOWN

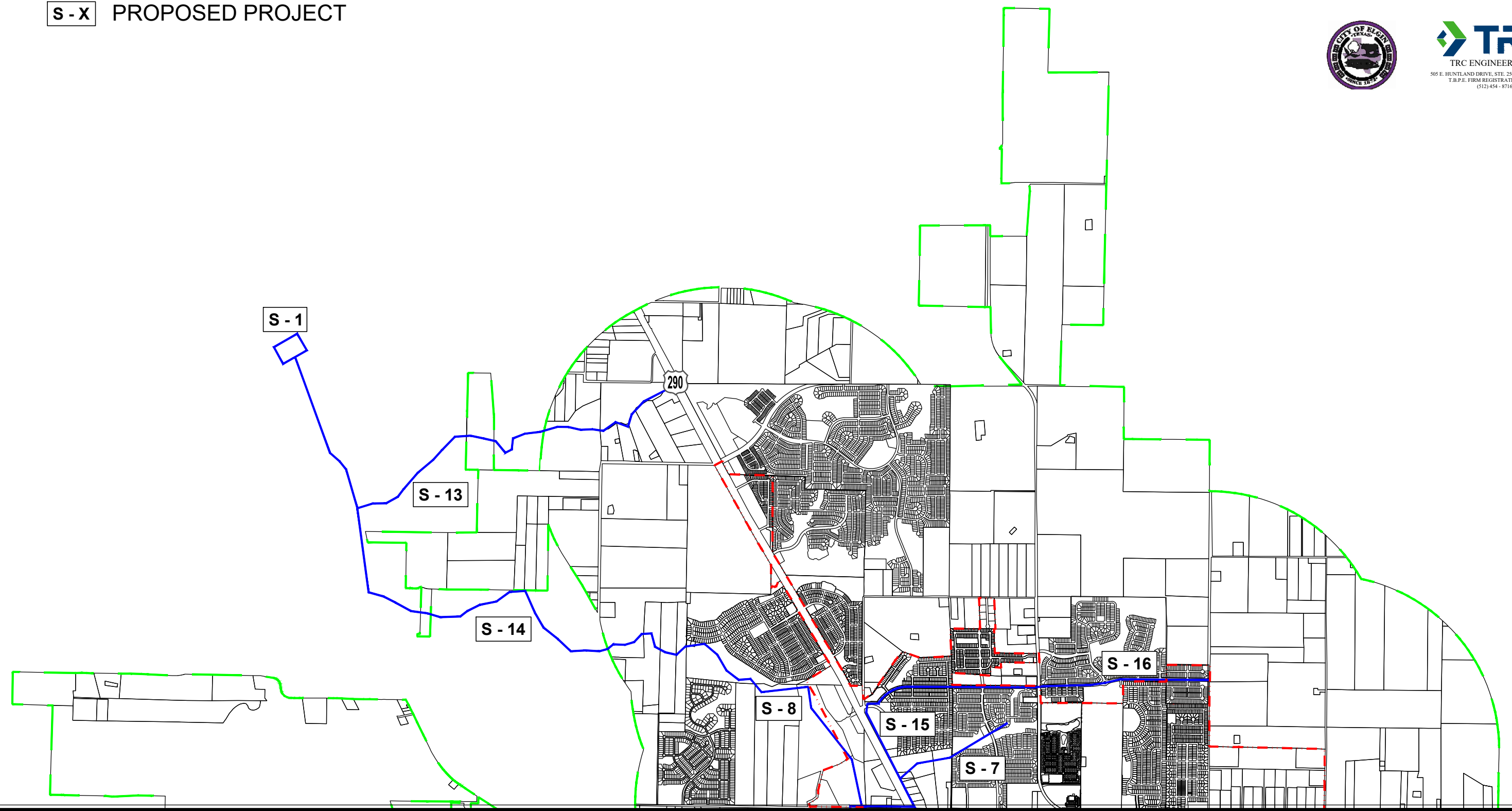
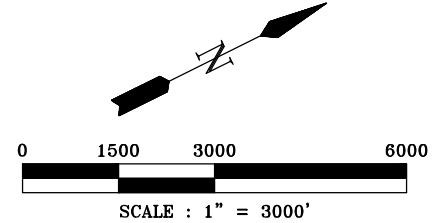
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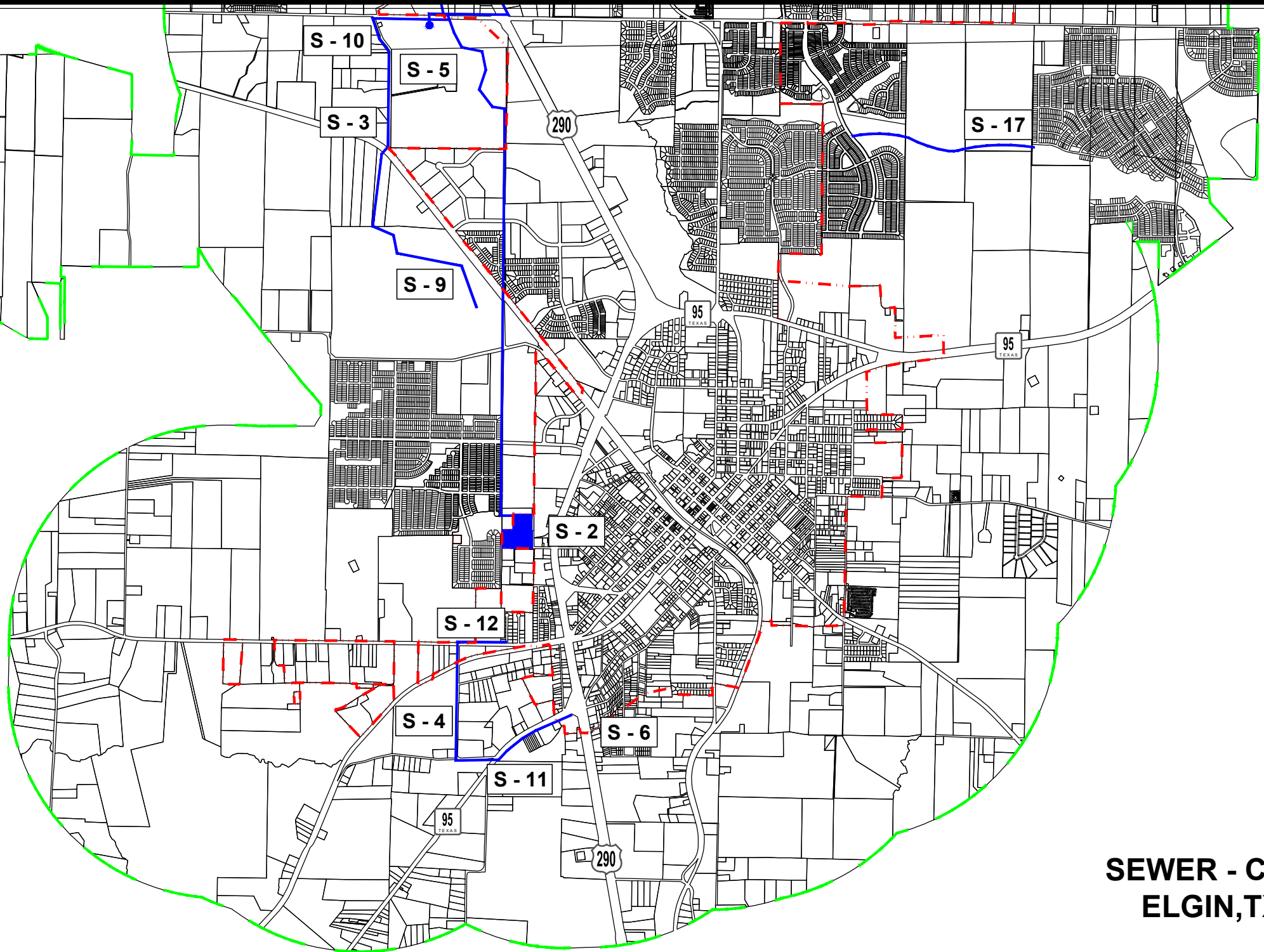
Legend

-  CITY LIMITS
-  E.T.J.
-  PROPOSED PROJECT

SEWER - C.I.P.
ELGIN, TX



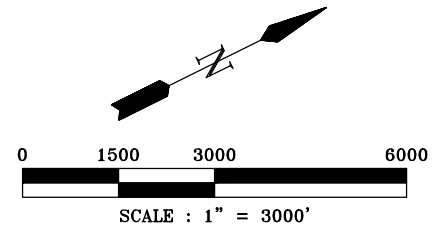
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**SEWER - C.I.P.
ELGIN, TX**

Legend

-  CITY LIMITS
-  E.T.J.
-  PROPOSED PROJECT



Appendix B
Texas Local Government Code
Chapter 395
Financing Capital Improvements

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or

payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system,

including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a

governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;
- (3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
- (4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter,

the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the

political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the

ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a

reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted

after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this

section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may

not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND

FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. [883](#)), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of

the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section [395.019](#)(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section [302.002](#), Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this

section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section [395.014](#).

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description

of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL

IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the

land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28,

1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections [395.044\(a\)](#) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against

the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions,

capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing

address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section [395.042](#), the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political

subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the

nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE

REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff.

Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner

whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. [3111](#)), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 100, eff. September 1, 2011.

Appendix C

H.B. 1199

A BILL TO BE ENTITLED

AN ACT

relating to financing capital improvements and facility expansions through the assessment of impact fees; providing a civil penalty.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Sections 395.001(4), (8), (9), and (10), Local Government Code, are amended to read as follows:

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development; ~~[or]~~

(C) lot or acreage fees to be placed in trust funds

for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for ~~[does not include any]~~ roadways and ~~[or]~~ associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six ~~[a distance equal to the average trip length from the new development, but in~~

~~no event more than three~~] miles~~[, which service area shall be served by the roadway facilities designated in the capital improvements plan]~~. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years ~~[for a particular category of capital improvements or facility expansions]~~.

SECTION 2. Section 395.014(a), Local Government Code, is amended to read as follows:

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current

usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria; ~~and~~

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for

the payment of improvements, including the payment of debt, that are included in the capital improvement plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvement plan.

SECTION 3. Section 395.015(a), Local Government Code, is amended to read as follows:

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from ~~[dividing]~~ the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

SECTION 4. Section 395.016(d), Local Government Code, is amended to read as follows:

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if water and wastewater capacity is available, the political subdivision may collect the fees ~~[at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or]~~ at the time the political subdivision issues a ~~[either the]~~ building permit ~~[or the certificate of occupancy]~~.

SECTION 5. Subchapter C, Chapter 395, Local Government Code, is

amended by adding Section 395.0411 and amending Sections 395.042-395.045, 395.047, and 395.049-395.051 to read as follows:

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Sec. 395.042. Hearing on Land Use Assumptions AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for ~~[within]~~ the designated service area ~~[that will be used to develop the capital improvements plan]~~.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of ~~[the general nature of]~~ the capital improvement facilities that may be proposed.

Sec. 395.044. Notice of Hearing on Land Use Assumptions AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order,

ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing ~~[once a week for three consecutive weeks, the first notice to appear]~~ before the 30th day ~~[but on or after the 60th day]~~ before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. ~~[The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one quarter page of a standard size or tabloid size newspaper, and the headline on the notice must be in 18 point or larger type.]~~

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE
ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING
TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and ~~[that will be used to develop a]~~ capital improvements plan under which an impact fee may be imposed; and

(4) ~~[an easily understandable map of the service area to which the land use assumptions apply; and~~

~~[(5)]~~ a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital

improvements plan.

Sec. 395.045. Approval of Land Use Assumptions AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Sec. 395.047. HEARING ON [~~CAPITAL IMPROVEMENTS PLAN~~ ~~AND~~] IMPACT FEE. On adoption of the land use assumptions and [~~completion of the~~] capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the [~~adoption of the plan and~~] imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution [~~adopting a capital improvements plan and~~] imposing an impact fee.

Sec. 395.049. NOTICE OF HEARING ON [~~CAPITAL IMPROVEMENTS PLAN~~ ~~AND~~] IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an [~~capital improvements plan and~~] impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated

official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing ~~[once a week for three consecutive weeks, the first notice to appear]~~ before the 30th day ~~[but on or after the 60th day]~~ before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. ~~[The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one quarter page of a standard size or tabloid size newspaper, and the headline on the notice must be in 18 point or larger type.]~~

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) ~~[an easily understandable map of the service area on which the proposed fee will be levied;~~

~~[(5)]~~ the amount of the proposed impact fee per service unit; and

(5) ~~[(6)]~~ a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON ~~[CAPITAL IMPROVEMENTS PLAN AND]~~ IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed ~~[capital improvements plan and]~~ impact fees before the fifth business day before the date of the public hearing on the imposition of the ~~[plan and]~~ fees.

Sec. 395.051. APPROVAL OF ~~[CAPITAL IMPROVEMENTS PLAN AND]~~ IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an ~~[capital improvements plan and]~~ impact fee, shall approve or disapprove the ~~[adoption of the capital improvements plan and]~~ imposition of an impact fee.

(b) An ordinance, order, or resolution approving the ~~[capital improvements plan and]~~ imposition of an impact fee may not be adopted as an emergency measure.

SECTION 6. Section 395.052(a), Local Government Code, is amended to read as follows:

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five ~~[three]~~ years. The initial five-year ~~[three-year]~~ period begins on the day the capital improvements plan is adopted.

SECTION 7. Subchapter D, Chapter 395, Local Government Code, is amended by adding Section 395.082 to read as follows:

Sec. 395.082. CERTIFICATION OF COMPLIANCE REQUIRED.

(a) A political subdivision that imposes an impact fee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last

day of the political subdivision's fiscal year.

(b) The certification must be signed by the presiding officer of the governing body of a political subdivision and include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

(c) A political subdivision that fails to submit a certification as required by this section is liable to the state for a civil penalty in an amount equal to 10 percent of the amount of the impact fees erroneously charged. The attorney general shall collect the civil penalty and deposit the amount collected to the credit of the housing trust fund.

SECTION 8. Sections 395.025(b), 395.046, 395.048, and 395.0515, Local Government Code, are repealed.

SECTION 9. This Act takes effect September 1, 2001.



Development Services Department

STAFF REPORT

Review and Discuss the Austin Gateway Consent and Development Agreement

Project #202400038

Date: May 20, 2024
Applicant: Austin Gateway LLC
Hearing Date: Planning & Zoning Commission – May 20, 2024
Location: Travis Co. Appraisal District Parcel Numbers 237109 and 237049, west of the Elm Creek subdivision, bounded on the north by Hwy 290 and on both the west and south by Albert Voelker Rd.

APPLICATION SUMMARY

The purpose of this meeting is to allow the Commission to review and discuss what has been submitted regarding the proposed item: approximately 242.8 acres of a master-planned mixed use residential community comprised of a total of 808 single-family residential lots over a total of 102.2 acres, 14.8 acres dedicated to multi-family residential use, a total of 13.3 acres dedicated to commercial use, and 18.3 acres dedicated to flex commercial and industrial use. There are also 46.5 acres dedicated to Right of Way and 47.7 acres dedicated to parkland, floodplain, and ponds. Also included in the development agreement are plans of contribution to the proposed Wastewater Treatment Plant in lieu of payment of Impact Fees. This development is located in Travis County, west of the Elm Creek subdivision, bounded on the north by Hwy 290 and on both the west and south by Albert Voelker Rd.

ATTACHMENTS:

1. Proposed Development Agreement
2. Lotting Map
3. Wastewater and Water Calculations
4. Wastewater Exhibit
5. Proposed Wastewater Treatment Plant Plan

**DEVELOPMENT AND CONSENT AGREEMENT
(Austin Gateway)**

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, with extraterritorial jurisdiction Travis County, Texas ("City") and **Austin Gateway LLC**, a Texas limited liability company ("Developer"). **AUSTIN GATEWAY 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 approximately 240 acres of land that is more particularly described in **Exhibit "A"** attached hereto (the "Property") that is located in the extraterritorial jurisdiction of the City;

WHEREAS, the Developer intends to develop the Property as a master-planned mixed use residential community that will include commercial uses and 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.

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. The District shall execute such joinder 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. “Agreement” means this Development and Consent Agreement between the City, Developer, and, upon joinder, the District.
2. “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.
3. “Aqua” means Aqua Water Supply Corporation.
4. “CCN” means certificate of convenience and necessity.
5. “CCN Release Fee” means the payment to Aqua in order to release the Property from Aqua’s Water CCN service territory if the developer selects the City of Elgin for wholesale water service.
6. “City” means the City of Elgin, Texas, a home-rule city located in Travis County, Texas, with extraterritorial jurisdiction in Travis County, Texas.
7. “City Manager” means the City Manager of the City.
8. “Commission” or “TCEQ” means the Texas Commission on Environmental Quality or its successor agency.
9. “Concept Plan” means the concept plan for development of the Property that is attached as **Exhibit “C”**.
10. “County” means Travis County, Texas.
11. “Developer” means Austin Gateway LLC., or its successors and assigns under this Agreement.
12. “District” means Austin Gateway Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
13. “Effective Date” means the last date of execution of this Agreement by the City and Developer.
14. “Interceptor Lines” means the wastewater improvements that will connect the Project to the City’s Wastewater System, generally consisting of approximately 2,500 linear feet of 12-inch wastewater gravity line improvements and related appurtenances that would extend from the City’s existing wastewater facilities located in the Elm Creek to the eastern boundary of the Property, but does not include any portion of the lines lying within the Property, as more particularly described and depicted in **Exhibit “E”** attached hereto. The interim condition, if required, may consist of approximately 2,000 linear feet of 6-inch forcemain and a lift station that will connect to the City’s Wastewater System.
15. “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a single-family residential connection or its equivalent.

16. “New WWTP” means wastewater treatment plant No. 2 to be constructed by the City.
17. “Offsite Wastewater Conveyance Line Improvements” means the 36-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 the TRC report dated September 7, 2022.
18. “On-Site Facilities” means all water, wastewater and drainage facilities internal to the Property that are necessary for service to the Property specifically excluding the Interceptor Line.
19. “Petition” means the Developer’s request to the City for consent to creation of the District.
20. “Project” shall have the meaning set forth in the Recitals of this Agreement.
21. “Property” means the approximate 240-acre tract of real property more particularly described in **Exhibit “A”** attached hereto.
22. “Road Improvements” those certain road improvements to be undertaken by Developer to the existing Albert Voelker Road located adjacent to the Property as more particularly described in Section 3.03(a) and **Exhibit “D”** attached hereto.
23. “Strategic Partnership Agreement” means the Strategic Partnership Agreement to be entered into by the City and the District.
24. “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.

II. CREATION OF DISTRICT AND RELATED MATTERS

2.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, 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 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.

2.03 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.

2.04 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 808 single family residential units, 300 multi-family units (which may include multifamily structures up to three stories in height and detached multi-family dwelling units) and commercial development for a total of approximately 1,350 living unit equivalents (“LUEs”). Not less than 30 acres of the Property shall be developed as public parkland and/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and approximately three point two (3.2) linear miles of trails; (ii) approximately thirteen point three (13.3) acres of land designated for commercial (retail) uses and eighteen point three (18.3) acres of land dedicated for flex/light industrial uses. Developer shall construct the park, 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, at Developer’s sole election, either to (a) dedicate a site to the City on which the City of the Elgin Independent School District (the “ISD”) will construct and operate a public school campus within the Property, of approximately twelve (12) acres in size; of (b) 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 (or dwelling units for multifamily development) in the subdivision plat to be recorded. The payment shall be applicable to any cottage homes located on a single family residential lot. If Developer elects to dedicate the School Site pursuant to subsection (a) above, Developer will, at the time of final platting the phase of the Development within which the School Site is located, convey the School Site to the City by warranty deed, at no cost to the City. The actual size, configuration, location and timing of dedication of the School Site, if at all, will be determined by Developer and the City. The City shall not sell or convey the School Site to any third party, other than to the ISD. Further, the School Site shall only be used for the construction and operation of a public school campus. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the School Site shall revert to Developer in the event that the ISD has not constructed and commenced operation of a pre-kindergarten and/or elementary public school campus within four (4) years of the date of conveyance from Developer to the City pursuant to this provision.

3.03 Developer’s Road Construction Obligations.

Roadway Improvements: Developer shall fund and construct the Roadway Improvements per the Traffic Impact Analysis (TIA) approved by all parties with jurisdiction. The Roadway Improvements shall be undertaken in accordance with all Applicable Rules, and shall be constructed by Developer in phases that correspond to the construction of public improvements in each platted subdivision that contains internal collector road or adjacent Albert Voelkers Road improvements. Developer will dedicate public right-of-way to the County for the expansion of Albert Voelkers Road along the entirety of the Property abutting. The right-of-way dedication shall not exceed forty feet (40’) in width (1/2 of a total 80’ right of way) or as required for turn lane construction, and shall be dedicated in phases as subdivision platting of the lands that contain

the right-of-way area progresses.

(a) Other Transportation Improvements. Developer will provide a Traffic Impact Analysis (a “TIA”) providing information on the projected traffic associated with the Development, particularly as it relates to the impact on State Highway 290. The TIA will consider impacts of the entire Development 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 offsite 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 Development. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Development 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.

(b) The Parties agree that streets will be required to serve the Development. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Development that are necessary to serve the Development. 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.

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

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 two acres of land within the Property. 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 approximately \$1,292,800, depending on final project product mix (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 Development 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. Water service will be provided by Aqua WSC or the City of Elgin subsequent to review of service applications from both providers.

3.07 Wastewater Service. The City shall be the wholesale wastewater service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the New WWTP and 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 a wholesale wastewater service 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 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) Impact Fees & Tap Fees. In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Facilities 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.

3.10 Wastewater Interceptor Line

(a) The Interceptor Line 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. Portions of these facilities may be more appropriately designed and/or constructed by the City of Elgin with Developer participation depending on the final location of WWTP #2.

(b) In consideration of the design, permitting and construction of the Offsite Wastewater Facilities, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 1,350 LUEs of capacity in the Interceptor. 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 the Offsite Interceptor Lines 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 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.

3.11 New WWTP.

The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("New WWTP"). The Parties anticipate that the New WWTP will be sized and built to dispose 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 Development at the City's current wastewater facilities. The parties further agree that once the New WWTP is constructed and in service that all District wastewater flow shall be diverted by the District in a timely fashion to the City's New WWTP. The Parties further agree that once the New WWTP 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 the New WWTP with the exception of the Off-Site Wastewater Conveyance Line.

(a) The Developer on behalf of the District will pay a pro-rata share of all costs associated with the construction of the New WWTP, 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 the New WWTP 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.

(b) New WWTP 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. (the "City Engineer"), it is estimated that the required WWTP capacity to serve the Development at full build-out will be 0.33 MGD. The 0.33 MGD is the pro rata share of the WWTP attributable to the Development and payable by the Developer and/or District.

(c) Offsite Wastewater Conveyance Line Construction Costs Payment. Based on the Concept Plan as set forth in that certain Wastewater Recommendation Memorandum by GEI (Developer's Engineering) (**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

the 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 District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which the Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 1,320 linear feet.

(d) The Developer and/or the District will participate in the pro-rata costs of the WWTP site. This will include costs associated with the design, land acquisition, permitting and construction. The District and/or Developer is also responsible for all costs for the Offsite Wastewater Facilities, and associated easements for the lines. Provided, however should the City wish to size Offsite Wastewater Facilities larger than the required size as shown by the Wastewater Recommendation Memorandum by GEI, the City will pay the difference in sizing.

(e) 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 the New WWTP, Offsite Wastewater Facilities with capacity to serve regional wastewater conveyance and treatment needs. All additional costs to construct the New WWTP with capacity over 0.33 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.33 MGD in the New WWTP will be reserved for and allocated to the District or Developer on behalf of the District.

(f) The Developer's portion of the costs for the New WWTP 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 the New WWTP on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to reduce 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 the New WWTP.

(g) New WWTP Plans. The New WWTP 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 New WWTP (the "New WWTP Plans"), the City Engineer will submit a set of the New WWTP Plans to the Developer and, if fully created at the times the New WWTP Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the New WWTP 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 New WWTP Plans or provide written comments within this thirty (30)-day period, the New WWTP 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 the New WWTP 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.

(h) 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 Line (the “Off-Site Wastewater Conveyance Line Plan”), 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 of Off-Site Wastewater Conveyance Line Plans are complete, The District for review and approval. The Developer and, if appropriate, the District agree to review the Off-Site Wastewater Conveyance Line Plans and with 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 Plan or provide written comments within this thirty (30)-day period, the Off-Site Wastewater Conveyance Line 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 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 unreasonable withheld. The City may make such request for reimbursement from the Developer for on-half of such cost when the plans at 50% complete and for the remainder of the cost when the plans are 100% complete.

(i) Commencement of Construction on New WWTP. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of the New WWTP 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 the New WWTP shall not alter the City’s obligation to furnish wholesale wastewater service to the District.

(j) Commencement of Construction of Off-Site Wastewater Conveyance Line. The City will proceed with the design of, easement acquisition for, 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 complete of the Off-Site Wastewater Conveyance Lin shall not alter the City’s obligation to furnish wholesale wastewater service to the District.

(k) Bidding and Contract Awards. The contract for construction of the New WWTP 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.

(l) Construction. The New WWTP and 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.

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

(n) Ownership of Facilities. Upon completion, the New WWTP and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.33 MGD of capacity in the New WWTP 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 Development 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.

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

provide to the City a copy of the engineering study that determines the location of the 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 \$1,600 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 Albert Voelkers Road 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 or otherwise, shall not apply to the Property.

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 Land. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Land.

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 wastewater services to the District, and the District shall provide retail wastewater services to all customers within the Project. Aqua will provide retail water services to all customers within the Project.

6.02 Wastewater Services Agreements. Simultaneously with the execution of this Agreement, the Developer and City shall execute the Wastewater Services Agreement in forms approved by the City setting forth the terms and conditions pursuant to which the City shall provide wholesale 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 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 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. Developers and/or District shall not be required to provide easements outside the area of the District.

The Wastewater Services Agreement may include other standard terms contained in the City wholesale 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.

6.04 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 offsite improvements required to serve the Property except as provided for in this Agreement and the Water and Wastewater Services Agreement.

6.05 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.

6.06 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 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.

6.07 Offsite 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 offsite 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 offsite water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the offsite 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 offsite 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 offsite 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 five parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit "H"**. 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.

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, including levying sales tax, any commercial/retail, industrial, and multi-family 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. 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 facsimile or email with confirming copy sent by one of the other describe methods of notice set forth. 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

With required Copy to:

Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574

DEVELOPER:

Austin Gateway LLC
1345 Richelieu Lane
Houston, TX 77018

With Copy To:

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.

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 Travis County, 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 - Lotted Concept Plan**
- Exhibit D - Description of Albert Volker Road Improvements**
- Exhibit E - Description of Interceptor Line**
- Exhibit F - Form of Consent Resolution**
- Exhibit G - Variances to City Development Code**
- Exhibit H - Parks Plan**

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 OF ELGIN:

City Secretary

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:

AUSTIN GATEWAY LLC, a Texas foreign limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ of AUSTIN GATEWAY LLC, a Texas foreign limited liability company, on behalf of said foreign limited liability company.

(Seal and Expiration)

Notary Public, State of Texas

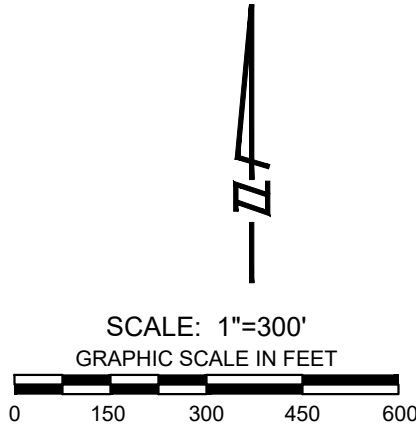
**EXHIBIT “A” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF PROPERTY**

AUSTIN GATEWAY

HWY 290

AUSTIN GATEWAY
+/- 242.36 AC

ALBERT VOELKER



PROJECT NO. 11783	DRAWN BY: KLH
DATE: 04/16/2024	CHECKED BY:
8834 N. Capital of Texas Hwy. Suite 140 Austin, Texas 78759 (512)452-0371 FAX(512)454-9933 TBP&S FIRM #2946	
 GRAY ENGINEERING	

**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 AUSTIN GATEWAY MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Consent and Development Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and AUSTIN GATEWAY LLC, a Texas limited liability company ("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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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.

AUSTIN GATEWAY MUNICIPAL UTILITY DISTRICT

By: _____

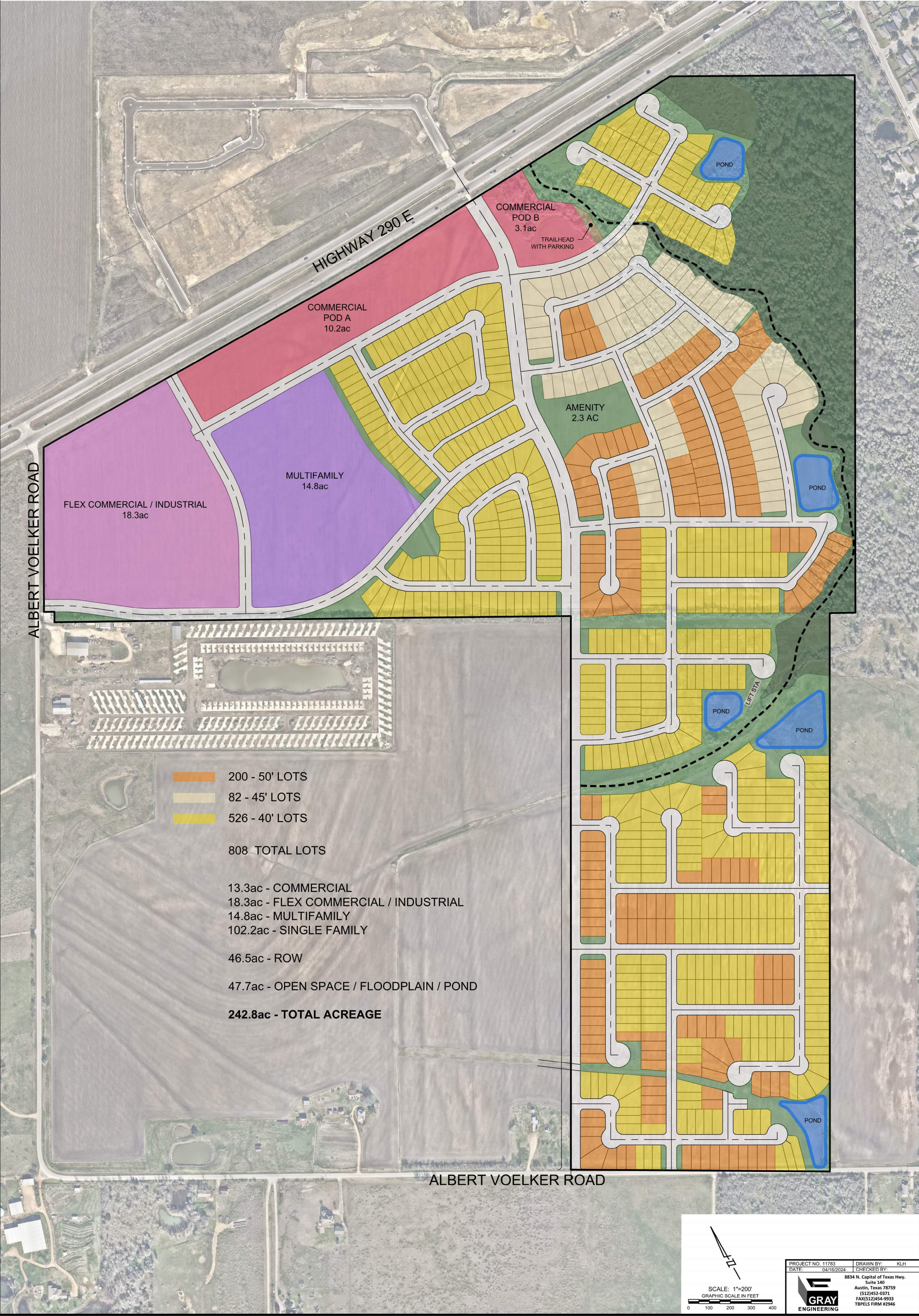
Name Printed: _____

Title: _____

Secretary

**EXHIBIT “C” TO CONSENT AND DEVELOPMENT AGREEMENT
LOTTED CONCEPT PLAN**

AUSTIN GATEWAY LOTTING PLAN



**EXHIBIT “D” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF ALBERT VOELKERS ROAD
IMPROVEMENTS**

Developer will dedicate public right-of-way and construct improvements as required in a Traffic Impact Analysis to be approved by Travis County, TxDOT and the City of Elgin. The exact cross section and improvements that would be provided by the Developer are to be confirmed through negotiations with the City/County based upon the approved Traffic Impact Analysis.

**EXHIBIT “E” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF INTERCEPTOR LINE**

The Wastewater Interceptor Line sizing is identified in the Wastewater Memorandum furnished by the Developer to the City. The costs associated with the oversizing the infrastructure beyond what is required for the District will be the responsibility of the City. A visual for the proposed offsite wastewater extension has been attached as part of this Exhibit.



O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com
TBPELS 2946

PROJECT: Austin Gateway

SUBJECT: Offsite Wastewater Interceptor

CLIENT: Austin Gateway, LLC

DATE: 4/9/2024

GEI NO.:

EXHIBITS:

- A – Lotted Concept Plan
- B – Offsite Wastewater Capacity Calculations
- C – Offsite Wastewater Interceptor Route
- D – Elgin WWTP No. 2 Report by TRC (Sept. 2022)

PREPARED BY: Chelsea Osbourn, P.E.

In support of the ongoing discussions regarding wastewater service for the proposed Austin Gateway development, we have prepared the following summary of calculations and exhibits. The information presented herein is based on City of Elgin and TCEQ design criteria, including assumptions and formulas. The calculations are to be considered preliminary in nature and not to be used for construction at this time. We will provide final construction drawings, specifications, calculations, and relevant support documents as the project continues through the various stages of entitlement.

1. BACKGROUND

Austin Gateway, LLC has purchased one tract of land totaling 242.8-acres (the *Project*) located approximately three miles west of SH-95 and Hwy 290 intersection, on the south side of Hwy 290, within the ETJ of Elgin, Texas. The project is anticipated to contain up to 813 new single-family homes, 300 multi-family units, industrial and commercial land uses, an amenity center, pocket parks, and a substantial amount of open space/parkland. A Lotted Concept Plan of the Project has been provided in **Exhibit A**. In order to service the development, a new wastewater interceptor is necessary to be designed and constructed from the south end of the development to the City's infrastructure located in Elm Creek to WWTP #2. Included herein and attached are supporting calculations in **Exhibit B** and a preliminary interceptor route in **Exhibit C** for the proposed wastewater main.

Additionally, Austin Gateway will also be responsible for contributing impact charges to the City as a pro rata share of the current expansion planned to its existing wastewater treatment plant.

2. WASTEWATER CAPACITY AND SIZING

See **Exhibit B** for calculation details.

Standards and Assumptions Used:

- TCEQ Wastewater Flow Criteria
 - 245 GPD of wastewater flow per connection
 - Infiltration Rate at 750 GPD per acre
 - Design considerations for worst case under peak weather flows.
- a. Austin Gateway (242.8 acres): 876.88 gpm PWWF (1,350 LUEs)
Proposed 12" Main (at 0.30% slope) 85% capacity = 1,173.22 gpm PWWF

LAND USE	TOTAL LUE
SINGLE FAMILY	808
MULTI-FAMILY	215
INDUSTRIAL	
OFFICE WAREHOUSE	45
COMMERCIAL	
RETAIL	52
RESTURANT	200
OFFICE	20
OFFICE WAREHOUSE	10
TOTAL LUE	1350

3. WASTEWATER TREATMENT PLANT EXPANSION (PRO RATA COST SHARE)

The City of Elgin is proposing to construct a Wastewater Treatment Plant #2. The Ausitn Gateway development is projected to have an overall capacity need of 0.33 MGD and will ultimately contribute to the regional, Wastewater Treatment Plant #2. Austin Gateway will pay pro-rata share of the wastewater treatment plan improvement costs to the City. The pro rata share of improvement costs will be equivalent to the 0.33 MGD needs of the development as a percentage of the overall capacity of the Wastewater Treatment Plant #2. For example, if the City elects to build a 1.83 MGD plant, the pro-rata share for this development is approximately 18% of the total capacity.

4. SUMMARY

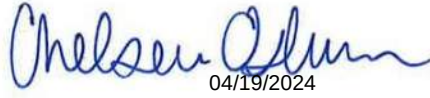
The above information is based on the current conceptual lot count of a maximum 1,350 living equivalent connections planned for the Austin Gateway project. The assumptions follow typical design practices often recognized by both City of Austin and/or TCEQ for local District projects. Capacity shares will be calculated with more precision as development progresses through design phase entitlements, including current construction costs, available bid information, and to be based on jurisdictionally approved construction plans.

April 18, 2024

Page 3 of 3

This information is being presented for review and further discussions related to the topics presented. Should you have any question, please feel free to reach me at 830-660-5657 or by email cosbourn@grayengineeringinc.com

Sincerely,

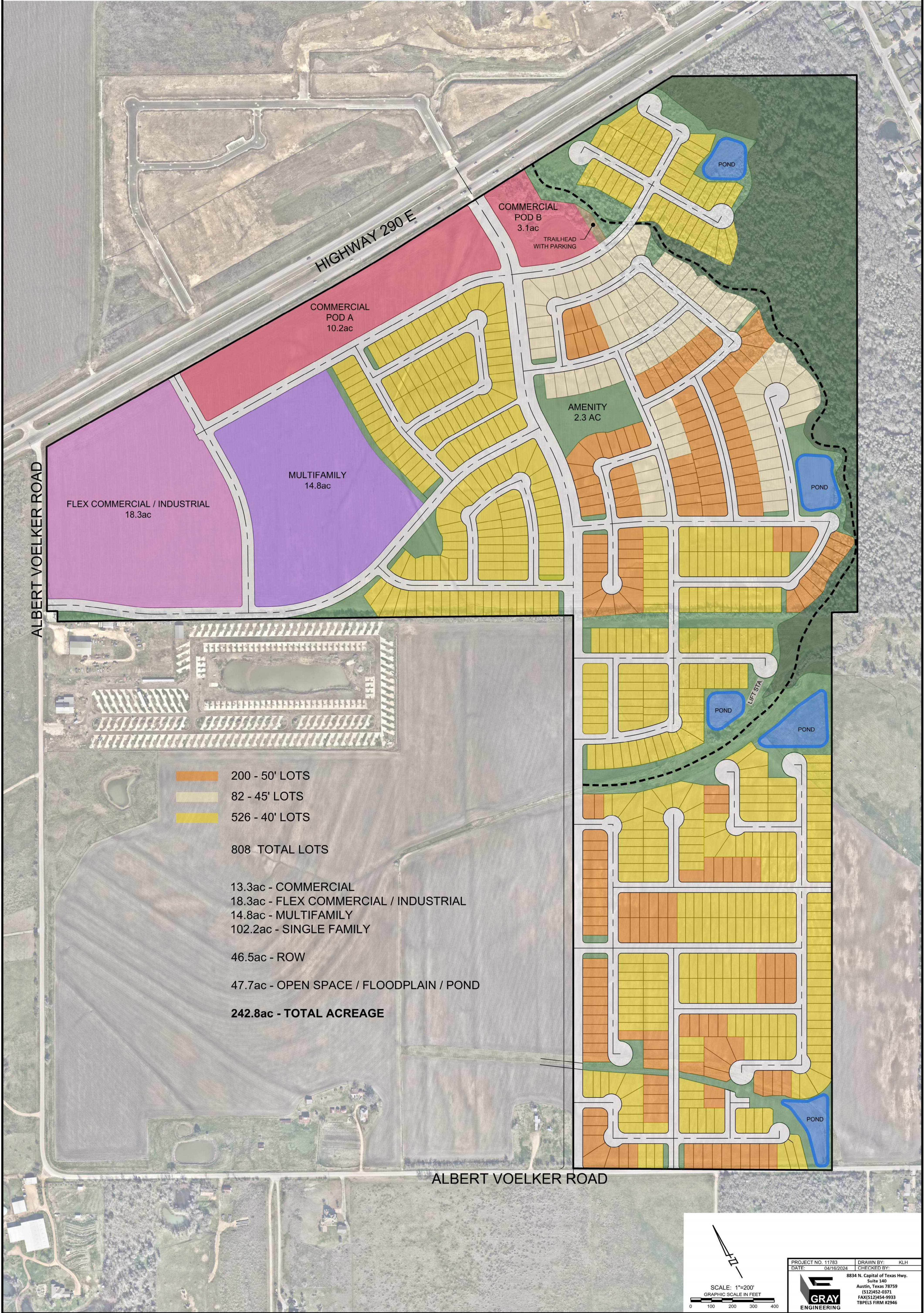
A handwritten signature in blue ink that reads "Chelsea Osbourn". The signature is fluid and cursive, with the first name "Chelsea" being more legible than the last name "Osbourn".

04/19/2024

Chelsea Osbourn, P.E.

EXHIBIT A
LOTTED CONCEPT PLAN

AUSTIN GATEWAY LOTTING PLAN



C:\Users\KARLSCHER\OneDrive - GRAY ENGINEERING\INCIDENTS\2024\AUSTIN GATEWAY LOTTING PLAN.DWG DATE: 4/16/2024 12:42 PM BY: KARLSCHER

EXHIBIT B
OFFSITE WASTEWATER
CAPACITY CALCUALTIONS



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 8834 North Capital of Texas Highway, Suite 140
 Austin, Texas 78759 : www.grayengineeringinc.com
 TBPCLS 2946

OFFSITE WASTEWATER INTERCEPTOR CAPACITY CALCULATIONS																	
LINE #	FROM	TO	DESCRIPTION	PIPE DIAMETER (IN)	UPSTREAM SLOPE (%)	TOTAL # OF LUEs	F	PEAKING FACTOR	PDWF (GPM)	TOTAL ACRES	I/I (GPM)	PWWF (GPM)	DEPTH OF PDWF (IN)	PDWF % FULL	DEPTH OF PWWF (IN)	PWWF % FULL	VELOCITY (FULL, FT/S)
WW-A	AUSTIN GATEWAY	CITY CONNECTION POINT	WW LINE A	12	0.30%	1350	229.69	3.27	750.42	242.8	126.4583	876.88	7.1	59.3%	7.9	65.8%	3.23

LUEs - Refers to the number of Living Unit Equivalents being serviced by the wastewater line.

"F" is the average dry-weather flow (ADWF) in gal/min based on a 70 gal/day/capita for the service population. In this case for single-family 245 gal/day/dwelling unit - (based on City of Austin Utility Criteria Manual 2.9.4

Peaking Factor = $(18 + (0.0206 \times F)^{0.5}) / (4 + (0.0206 \times F)^{0.5})$ - (based on City of Austin Utility Criteria Manual 2.9.4.A.4)

PDWF = Peak Dry-Weather Flow: PDWF (gal/day) = ADWF (gal/day) x PF - (based on City of Austin Utility Criteria Manual 2.9.4)

Total Area = Area of Project to be serviced by the wastewater line

(I/I) = Infiltration Flow (gpd): 750 gpd/acre - (based on City of Austin Utility Criteria Manual 2.9.4.A.3)

PWWF = Peak Wet-Weather Flow: PWWF (gal/day) = ADWF (gal/day) x PF + I/I - (based on City of Austin Utility Criteria Manual 2.9.4.A.4)

Depth of PDWF = Test to ensure that PDWF does not exceed pipe capacity

PDWF % Full = Tested in FlowMaster to ensure that PDWF pipe capacity does not exceed 65% - (based on City of Austin Utility Criteria Manual 2.9.4.B.2.a)

Depth of PWWF = Test to ensure that PWWF does not exceed pipe capacity

PWWF % Full = Tested in FlowMaster to ensure that PWWF pipe capacity does not exceed 85% - (based on City of Austin Utility Criteria Manual 2.9.4.B.2.a)

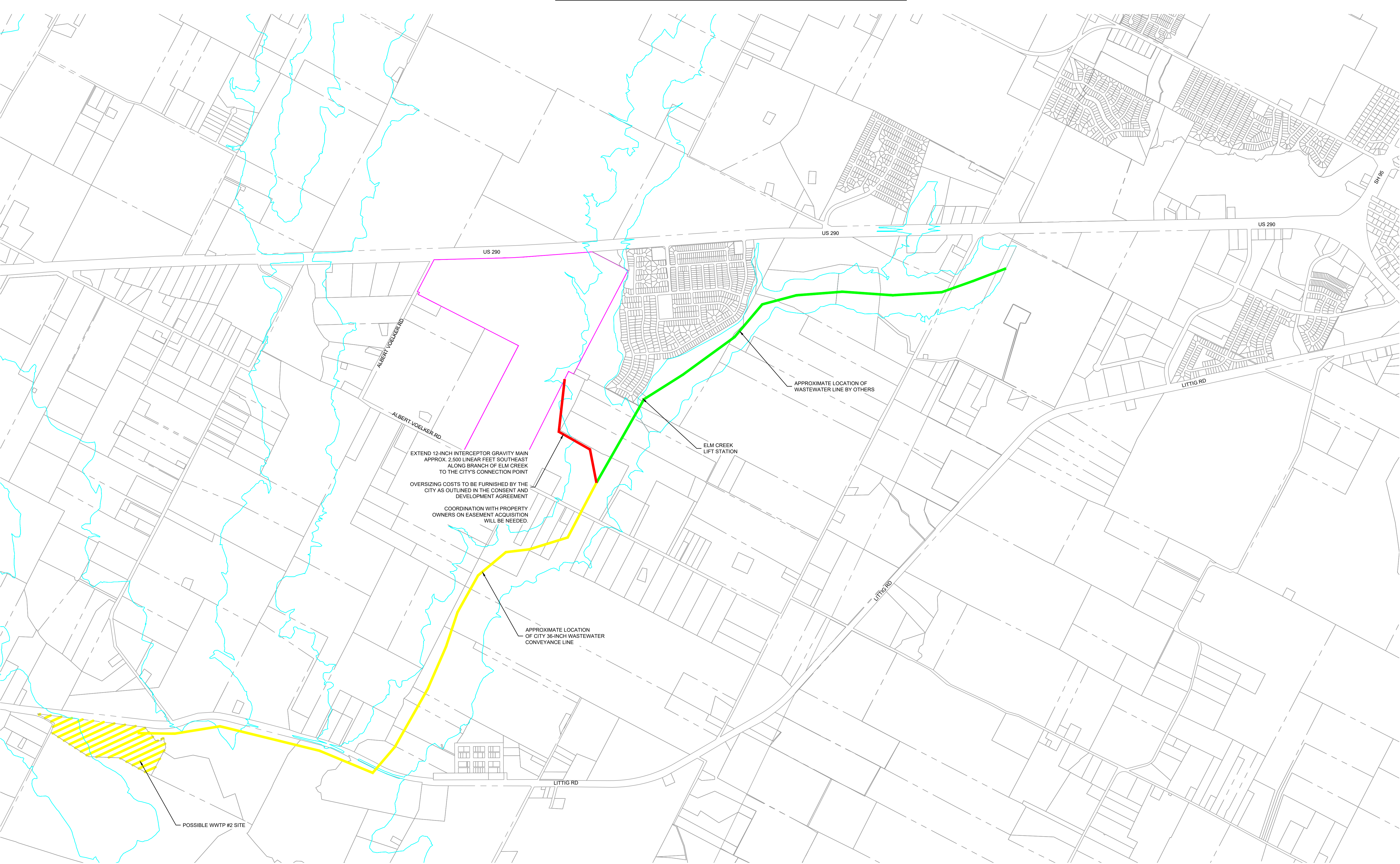
Velocity = Tested in FlowMaster to ensure that PDWF has a minimum velocity of 4 ft/s - (based on City of Austin Criteria Manual 2.9.4.B.3)




 04/19/2024

EXHIBIT C
OFFSITE WASTEWATER
INTERCEPTOR ROUTE

AUSTIN GATEWAY
WASTEWATER INTERCEPTOR ROUTE



SCALE: 1"=1000'
GRAPHIC SCALE IN FEET
0 500 1000 1500 2000

LEGEND

- PROPERTY BOUNDARY
- FEMA FLOODPLAIN
- PROPOSED OFFSITE WASTEWATER INTERCEPTOR
- CITY OF ELGIN WASTEWATER CONVEYANCE LINE
- WASTEWATER LINE BY OTHERS

PROJECT NO. 1740-11783	DRAWN BY: CLO
DATE: 04/10/2024	CHECKED BY: KLH

GRAY ENGINEERING

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX (512) 454-9933
TBPELS FIRM #2346

EXHIBIT C
ELGIN WWTP NO. 2 REPORT
BY TRC (SEPT 2022)

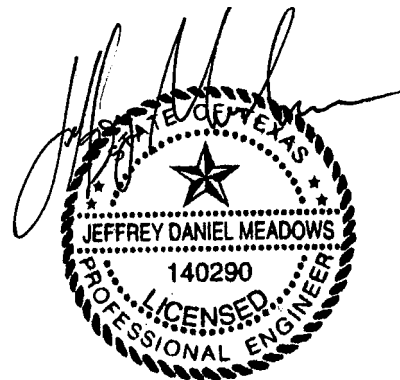


CITY OF ELGIN

WASTEWATER TREATMENT PLANT NO.2

SEPTEMBER 2022

09/07/2022



Prepared By:

TRC Engineering, Inc.

T.B.P.E. Firm No. F-8632

TRC Project No. 486501

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APPENDICES

Exhibit A – Watershed & CCN Boundaries

Exhibit B – Development Map & Home Counts

Exhibit C – 1.0 MGD WWTP Layout (Expandable to 3.0 MGD)

Exhibit D – 1.5 MGD WWTP Layout (Expandable to 4.5 MGD)

1.0 INTRODUCTION

The City of Elgin has commissioned TRC Engineers, Inc. (TRC) to prepare an updated Engineering Study regarding the City's future Wastewater Treatment Plant No. 2 (WWTP No. 2). The original study was completed by TRC in 2018 and included flow projections through the year 2043 for both the Elm Creek and Willow Creek Watersheds. This updated report will provide flow projections through the year 2047 using the latest development information from the City. This report will include the following information:

- Future development map.
- Service area determination and map for the plant.
- General location of major sewer collection mains and opinion of probable construction costs.
- Opinion of probable construction costs for a 1.0 MGD and 1.5 MGD treatment plant.

The assumptions made for the purpose of this report are as follows:

- The determination for existing and future flows for the City's WWTP No. 2 is based on Texas Commission on Environmental Quality (TCEQ) "Chapter 217 – Design Criteria for Domestic Wastewater Systems" Section 217.32 (a).
- The sizing for collection mains is based on TCEQ "Chapter 217 – Design Criteria for Domestic Wastewater Systems" Section 217.53.
- The sizing for collection mains is preliminary and only takes into account contour elevations from GIS maps, not actual survey points.
- Sewer collection mains are sized with minimum pipe slope criteria.

The following studies prepared for the City of Elgin are referenced herein:

- *City of Elgin, Water and Wastewater Community Impact Fee – By TRC Engineers, July 2014.* This study provided wastewater design parameters specific to the City of Elgin.
- *City of Elgin, Wastewater Plant No. 2 – By TRC Engineers, December 2018.* This study provided the original flow projections and cost estimates for the WWTP No. 2.

1.1 WASTEWATER FLOWS

The wastewater flows shown in this report are described as "average" and "peak" flows. Average daily flow rates are a measure of the total amount of wastewater generated in a 24-hour period. Peak flow rates are higher than average flows and depict that the majority of wastewater flows happen over a short period of time. TCEQ defines the peak flow for a wastewater treatment plant as the maximum that occurs over a two-hour period for a single day. A peaking factor of 4.0 (times the average flow, which is recommended by TCEQ) was used in this study for all proposed and existing developments. The 4.0 peaking factor generally aligns with the City's wastewater treatment plants.

2.0 WILLOW CREEK AND ELM CREEK WATERSHEDS

Willow Creek and Elm Creek are the two watersheds that drain towards the proposed location of WWTP No. 2 (see **Exhibit A**); these watersheds encompass 24,185 acres of land. The watersheds extend as far as County Road 458 to the north, Littig Road to the south, County Line Road to the east, and FM 1100 to the west. Currently, 15,561 acres within these watersheds are located in the Elgin CCN, of which, 2,147 acres are within the Elgin City Limits. The remaining 8,624 acres (24,185 minus 15,561) are located outside of Elgin's CCN.

The City's CCN gives Elgin the exclusive right to provide retail sewer utility service to this geographical area. Chapter 13 of the Texas Water Code requires a CCN holder provide continuous and adequate service to the area within its CCN boundary.

As seen in **Exhibit A**, Willow Creek Watershed encompasses 13,781 acres and drains into Willow Creek, while Elm Creek Watershed covers 10,404 acres and drains into Elm Creek. These two creeks combine into Wilbarger Creek which ultimately drains to the Colorado River.

3.0 ELM CREEK WATERSHED

3.1 EXISTING LAND CONDITIONS

The Elm Creek watershed study area has approximately 10,404 acres, of which, 8,836 acres are located within the Elgin Sewer CCN and 2,147 acres are within the City limits. Table 3.1 below provides a description of the area and zoning within the City limits, CCN, and outside the CCN but within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations. The current report uses actual field data to calculate existing wastewater flows (see Section 3.2).

Table 3.1
Elm Creek Watershed

Description	Zoned	Area (acres)
Within City Limits	(R-1) Single Family	380
	(R-3) Single Family, Duplex & Mobile	563
	(PDD) Planned Development District	558
	(A) Multifamily	108
	(C-1) Neighborhood Shopping Dist.	4
	(C-2) General Commercial District	17
	(C-3) Highway Industrial	515
	(I) Industrial	2
Total within City Limits		2,147
Within CCN but outside City Limits	Not Zoned	6,689
Total in Elgin's CCN		8,836
Within Watershed and out of CCN	Not Zoned	1,568
Elm Creek Watershed Total		10,404

The Elm Creek study area includes the areas listed in the above table.

3.2 EXISTING SEWER PRODUCTION

The existing Elm Creek Lift Station receives flows from the Travis County Municipal Utility District 14 (TCMUD 14) and the portion of the City of Elgin (2,147 acres) located within Elm Creek watershed. Based on conversations with City staff in July 2022, the lift station receives flows between 8 to 12 million gallons per month or approximately 267,000 to 400,000 gallons per day. The flow information is based on estimates from the City and is not representative of any flow meter readings.

Table 3.2
Flows Entering Elm Creek Lift Station

Average Flow		Peak Flow (GPM) ⁽²⁾
(gallons/day) ⁽¹⁾	(GPM)	
330,000	230	920

⁽¹⁾Determined by the given monthly flow rate from the City averaging 10 MG/month.

⁽²⁾Represents four times the average flow.

3.3 FUTURE PRODUCTION WITHIN CCN

Future production within the Elm Creek watershed is likely to come from proposed housing developments that will be constructed over the next 5-25 years. A map of all proposed and under construction developments is provided in **Appendix B**. The estimated flows from all of these new developments are shown in Table 3.3. It is assumed that all developments shown in **Appendix B** will fall within the Elm Creek Watershed except for Brickston, Trinity Ranch, and Burleson Creek Estates. Brickston will drain towards the Willow Creek Watershed while Trinity Ranch and Burleson Creek Estates will drain towards the existing WWTP No. 1.

Table 3.3
Proposed & Under Construction Developments Within Elm Creek Watershed

Development	People per Household ⁽¹⁾	Approx. Residential Units	Flow per Residential Unit (GPD) ⁽²⁾	Average Flow (MGD)	Peak Flow (MGD)
Subdivisions Under Construction					
Harvest Ridge	2.46	1171	246	0.288	1.152
MUD 14		1108		0.273	1.090
Total		2279		0.561	2.242
Proposed Subdivisions & Developments					
Cano	2.46	8	246	0.002	0.008
Creek's Crossing		287		0.071	0.282
Eagles Landing Phase 3 & 4		215		0.053	0.212
Eagle's Landing Phase 5		215		0.053	0.212
Larson Tract		840		0.207	0.827
Briarwood		774		0.190	0.762
Lund Farms				2000	
Poth Tract		106		0.026	0.104
Northside Meadows		229		0.056	0.225
Stone Creek Ranch		407		0.100	0.400
Total		5110		1.250	5.00
Combined Total		7389		1.811	7.242

⁽¹⁾ From Impact Fee Study.

⁽²⁾ People per home times avg. production of 100 gallons per person per day.

Currently, four pipes discharge into the existing Elm Creek Lift Station; two 6" force mains, one 24" gravity main and one 12" gravity main. The combined capacity of these pipes is approximately 5,722 GPM (8.24 MGD), which is greater than the 7.2 mgd peak flow shown in Table 3.3.

3.4 FUTURE SEWER PRODUCTION WITHIN ENTIRE WATERSHED

In addition to the proposed developments, TRC assumed an additional 25% of residential units would be built within the Elm Creek Watershed to anticipate future development over the next 25 years. Table 3.4 shows the projected wastewater production for the year 2047 within the entire Elm Creek Watershed.

Table 3.4
Elm Creek Entire Watershed Year 2047

Approx. Residential Units	Flow per Residential Unit GPD ⁽¹⁾	Average Flow (MGD)	Peak Flow (MGD)
9,236	246	2.27	9.09

⁽¹⁾ 2.46 People per home times avg. waste of 100 gallons per person per day.

3.5 FUTURE SEWER TRUNK LINE TO SERVE ELM CREEK WATERSHED

Based on results from Sections 3.3 and 3.4 above, a 36" sewer trunk line would be sufficient to gravity flow the Elm Creek CCN area (Peak Flow 7.24 MGD) or the Elm Creek entire watershed (Peak Flow 9.09 MGD). This line would follow the existing low-level areas of Elm Creek and would extend from the existing Elm Creek Lift Station to the proposed WWTP No. 2 site. Table 3.5 provides the probable construction cost for the 36" pipe.

Table 3.5
Opinion of Probable Construction Cost for 36" Trunk Line

Description	Unit	Quantity	Unit Cost	Subtotal
36" Sewer Main	LF	22,423	\$360	\$8,073,000
Manholes	EA	45	\$10,000	\$450,000
Connect to Ex. Pump Station	LS	1	\$15,000	\$15,000
OSHA Trench Protection	LF	22,423	\$2	\$45,000
Video Sanitary Sewer	LF	22,423	\$3	\$68,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	10.3	\$20,000	\$206,000
Subtotal				\$8,887,000
Engineering and Contingency (30%)				\$2,667,000
Total				\$11,554,000

3.6 ELM CREEK LIFT STATION

The Elm Creek Lift Station currently receives wastewater flows generated within the Elm Creek watershed, as shown on **Exhibit A**, and pumps the flow to the existing wastewater treatment plant. The use of this station will play an important role in determining how wastewater flow production is split between the Elm Creek drainage basin and the remaining part of the City's Little Sandy Creek watershed, which gravity feeds into the existing wastewater treatment plant.

Based on field measurements performed by City and TRC personnel, the existing pumping units have capacities of 685 GPM, 620 GPM and 627 GPM, which equates to a firm station capacity (with single largest unit out of service) of 1,247 GPM (1.80 MGD). As previously stated, the lift station currently pumps approximately 330,000 gallons per day on an average daily basis.

From the lift station, the wastewater is pumped through a 16" force main to the existing wastewater treatment plant. Using a maximum pipeline velocity of 6 feet per second, the pipeline has a maximum capacity of approximately 3,744 GPM (5.39 MGD).

When the Wastewater Plant No. 2 is constructed and as additional growth occurs within the City's CCN, City Staff will want to monitor flows at each plant and determine if the flows from the lift station should be diverted away from the existing plant and sent to Plant No. 2. It may be that only a fraction of the flow is diverted, depending on how much growth occurs within the City's current sewer collection system versus that which occurs within the Willow and Elm Creek Watersheds.

3.7 SUMMARY

As described in Sections 3.3 and 3.4, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to the City of Elgin city limits and amenities. TRC provided an opinion of probable cost for a 36" trunk line (\$11,554,000) to gravity flow from the existing Elm Creek Lift Station to the proposed WWTP No. 2. The exiting wastewater treatment plant is scheduled for updates and expansion with additional capacity for another 1.0 MGD.

4.0 WILLOW CREEK WATERSHED

4.1 EXISTING LAND CONDITIONS

The Willow Creek Watershed study area covers approximately 13,781 acres, of which 6,725 acres are located within the Elgin Sewer CCN. Table 4.1 provides a description of the area and zoning within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations.

Table 4.1
Willow Creek Watershed

Description	Zoned	Area (acres)
Total in Elgin's CCN	Not Zoned	6,725
Within Watershed and out of CCN	Not Zoned	7,056
Elm Creek Watershed Total		13,781

4.2 EXISTING SEWER PRODUCTION

Currently, there is no wastewater service to this area. The existing sanitary sewer needs are handled with on-site septic tanks. The amount of wastewater flow served by existing on-site septic systems is unknown and is not part of this study.

4.3 IMMEDIATE SEWER NEEDS “BRICKSTON DEVELOPMENT”

Brickston is a proposed 675-acre development that is set to start construction in the near future. The development will bring 2,600 living unit equivalents (LUEs) to the area (see attached **Exhibit B** for approximate location). This development is currently under negotiations with the City for disposing sewer flows into the new WWTP No. 2. Table 4.2 shows the projected wastewater production from the planned development.

Table 4.2
Brickston Development

Zoning	People per Household ⁽¹⁾	Approx. Residential Units ⁽³⁾	LUE Conversion ⁽⁴⁾	Flow/LUE ⁽²⁾ (GPD)	Average Flow (MGD)	Peak Flow (MGD)
Single Family	2.46	1909	1	246	0.47	1.88
Multifamily	1.23	476	0.5	246	0.058	0.232
Duplex	1.72	112	.7	246	.019	.076
Elem. Schools	-	1	15	246	.0037	.015
EMS/Amenity Site	-	1	10	246	.0025	.01
Commercial		4.37	80	246	.086	.08
				TOTAL	0.64	2.56

⁽¹⁾ From Impact Fee Study

⁽²⁾ People per home times avg. waste of 100 gallons per person per day

⁽³⁾ From preliminary Brickston Development Plans

⁽⁴⁾ Travis County recommended values

4.4 FUTURE PRODUCTION WITHIN CCN

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within the CCN of Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.3 shows the projected wastewater production for the year 2047.

Table 4.3
Willow Creek (CCN Area) year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential Unity GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
13,813	2.46	5,615	246	1.38	5.52

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

(3) People per home times avg. waste of 100 gallons per person per day.

(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.5 FUTURE PRODUCTION WITHIN ENTIRE WATERSHED

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.4 shows the projected wastewater production for the year 2047.

Table 4.4
Willow Creek Entire watershed year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
28,311	2.46	11,508	246	2.38	11.32

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

(3) People per home times avg. waste of 100 gallons per person per day.

(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.6 SEWER TRUNK LINE TO SERVE BRICKSTON DEVELOPMENT

To serve only the Brickston Development, a 21" trunk line would be required. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.5
21" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
21" Sewer Main	LF	11,980	\$190	\$2,277,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$200,000	\$200,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$2,977,000
Engineering and Contingency (30%)				\$894,000
Total				\$3,871,000

4.7 SEWER TRUNK LINE TO SERVE WILLOW CREEK WATERSHED

Based on results from Sections 4.4 and 4.5 a 27" sewer trunk line would be sufficient to gravity flow the Willow Creek CCN area (Peak Flow 5.52 MGD), and a 36" sewer trunk line would have capacity for the Willow Creek entire watershed (Peak Flow 11.32 MGD). At present time, TRC recommends focusing/serving the developments within the CCN; this is a requirement of Chapter 13 of the Texas Water Code. The smaller 27" trunk line would connect the CCN area within the watershed to the future WWTP No. 2. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.6
27" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
27" Sewer Main	LF	11,980	\$280	\$3,355,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$225,000	\$225,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$4,080,000
Engineering and Contingency (30%)				\$1,224,000
Total				\$5,304,000

4.8 SUMMARY

As described in Sections 4.4 and 4.5, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to US 290 highway and Elgin city limits and its amenities. TRC provided an opinion of probable cost for an 21" trunk line (\$3,871,000) to gravity flow from the future Brickston

Development to the proposed WWTP No. 2; TRC also provided an opinion of probable cost for a 27" trunk line (\$5,304,000) from US 290 highway to the future WWTP No. 2. TRC considers the 27" trunk line the desirable construction option since it can accommodate future development in the area for decades to come.

5.0 WASTEWATER TREATMENT PLANT

This section discusses the construction of a new wastewater treatment plant to treat wastewater flows produced within the Elm Creek and Willow Creek drainage basins shown on **Exhibit A**. Two options are presented for the treatment plant size: Option 1 consists of the plant being sized to treat primarily only the needs of the Brickston development, with minimal excess capacity for future development, while Option 2 consists of the plant being sized to treat the Brickston Development flows plus additional future flows developed within the drainage basins. The two options are discussed further below.

The new plant would be located in the southern portion of the drainage basins to allow wastewater production to be transported through the sewer collection system by gravity to the lowest ground elevation within the basins as shown on **Exhibit A**. A raw sewage pump station would be provided to receive the wastewater from the collection system and pump it into the above-ground plant structures. The pump station would be located near the vicinity of the plant site or within the site depending on ground topography.

The proposed plant would be expected to have the same effluent criteria parameters (as determined by TCEQ) to that of the City's existing wastewater treatment plant and would have similar plant components including a raw sewage pump station, influent screening, aeration basins, final clarifier basins, disinfection, tertiary filtration, sludge handling and chemical feed. A small operations/electrical building would be included.

5.1 OPTION 1: PLANT SIZED FOR DEVELOPMENT WITH MINIMAL EXCESS CAPACITY

As previously discussed, the anticipated average daily flow from the Brickston Development is 0.64 MGD upon total build-out. It is recommended that a plant capacity of 1.0 MGD be used to allow for some additional growth and to make it more easily expandable (assuming Option 2 is not the selected option). Note the following:

- If Option 1 is selected, the plant site can be expanded in the future as other drainage basin development occurs.
- Depending on how long it takes for the Brickston Development to build out, the Option 1 plant could treat flows produced from other developed areas within the drainage basin, but receipt of flows other than from Brickston would require the plant expansion to occur sooner than anticipated.

As shown in Table 5.1 below, the opinion of probable construction cost for a 1,000,000 gal/day wastewater treatment plant as described herein is \$26,379,000, which includes 30% for engineering and contingency.

Table 5.1
1.0 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$354,000
Raw Sewage Lift Station	\$1,416,000
Screenings Channel	\$354,000
Aeration Basins	\$826,000
Blowers	\$413,000
Clarifier Flow Split	\$142,000
Final Clarifiers	\$1,416,000
Chlorine Basins Flow Split	\$71,000
Site Work and Drainage	\$450,000
Raw Sewage LS	\$1,798,000
Screenings Channel	\$450,000
Aeration Basins	\$1,049,000
Blowers	\$525,000
Clarifier Flow Split	\$180,000
Final Clarifiers	\$1,798,000
Chlorine Basins Flow Split	\$90,000
Chlorine Basins	\$375,000
Tertiary Filters and NPW	\$1,498,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$899,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$525,000
Effluent Flow Metering Box	\$90,000
Yard Piping	\$450,000
Operations Building	\$450,000
Outfall Structure	\$150,000
Electrical	\$2,247,000
Subtotal	\$15,871,000
Contractor P/OH (15%)	\$2,381,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,269,700
Total Construction	\$19,522,000
Engineering & Contingency (30%)	\$5,587,000
Land Acquisition	\$1,000,000
Project Total	\$26,379,000

5.2 OPTION 2: PLANT SIZED FOR DEVELOPMENT WITH ADDITIONAL CAPACITY

For this option, the new plant would be sized to treat the wastewater flow produced from the Brickston development and provide additional capacity for future development within

the two drainage basins as shown on **Exhibit A**. This option is provided for consideration because there are “economies of scale” associated with building a larger plant.

Consideration should be given to constructing a plant larger than what is required for the Brickston development because additional development will occur within the combined 15,561-acre drainage basins (area within City's current CCN). Drawings for planned developments within the two drainage basins currently total 7,389 living units equating to a wastewater flow production of 1.81 MGD (average daily flow).

As described in Sections 3.4 and 4.5 herein, the drainage basin total buildout could produce as much as 4.65 MGD of wastewater flow. It's not reasonable to presume this amount of growth would occur within a time frame that the capacity of a new treatment plant should be contemplated to handle this much flow. Thus, a determination must be made as to what plant flow should be considered to handle the planned development and allow for reasonably-expected growth.

One likely scenario would be to construct a plant with an average daily capacity of 1.50 MGD, providing an excess capacity of 0.86 MGD above that required by the development. This amount of excess capacity equates to approximately 3,496 additional single-family units for a total of 6,096 units that could be served by the plant. The plant could then be expanded in 1.50 MGD increments.

The opinion of probable construction cost for a 1.50 MGD wastewater treatment plant as described herein is \$31,869,000. Table 5.2 provides a cost breakdown.

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$521,000
Raw Sewage Lift Station	\$2,084,000
Screenings Channel	\$456,000
Aeration Basins	\$1,628,000
Blowers	\$782,000
Clarifier Flow Split	\$157,000
Final Clarifiers	\$2,279,000
Chlorine Basins Flow Split	\$79,000
Chlorine Basins	\$587,000
Tertiary Filters and NPW	\$1,693,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$1,368,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$587,000
Effluent Flow Metering Box	\$105,000
Yard Piping	\$652,000

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Operations Building	\$450,000
Outfall Structure	\$163,000
Electrical	\$2,866,000
Subtotal	\$19,304,000
Contractor P/OH (15%)	\$2,896,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,545,000
Total Construction	\$23,745,000
Engineering & Contingency (15%)	\$7,124,000
Land Acquisition	\$1,000,000
Project Total	\$31,869,000

6.0 CONCLUSIONS

The City of Elgin could experience considerable growth in the near future as both Elm Creek and Willow Creek watersheds are expected to receive multiple large developments to satisfy the existing housing demand. Currently, the Willow Creek watershed has Brickston Development set to begin construction in the near future; this development alone may bring up to 7,000 new residents to the area. In addition, there are multiple residential developments planned in the Elm Creek watershed, which are mostly located along County Line Rd. and US 290. TRC has examined multiple construction scenarios to satisfy the projected demands, as summarized in Table 6.1:

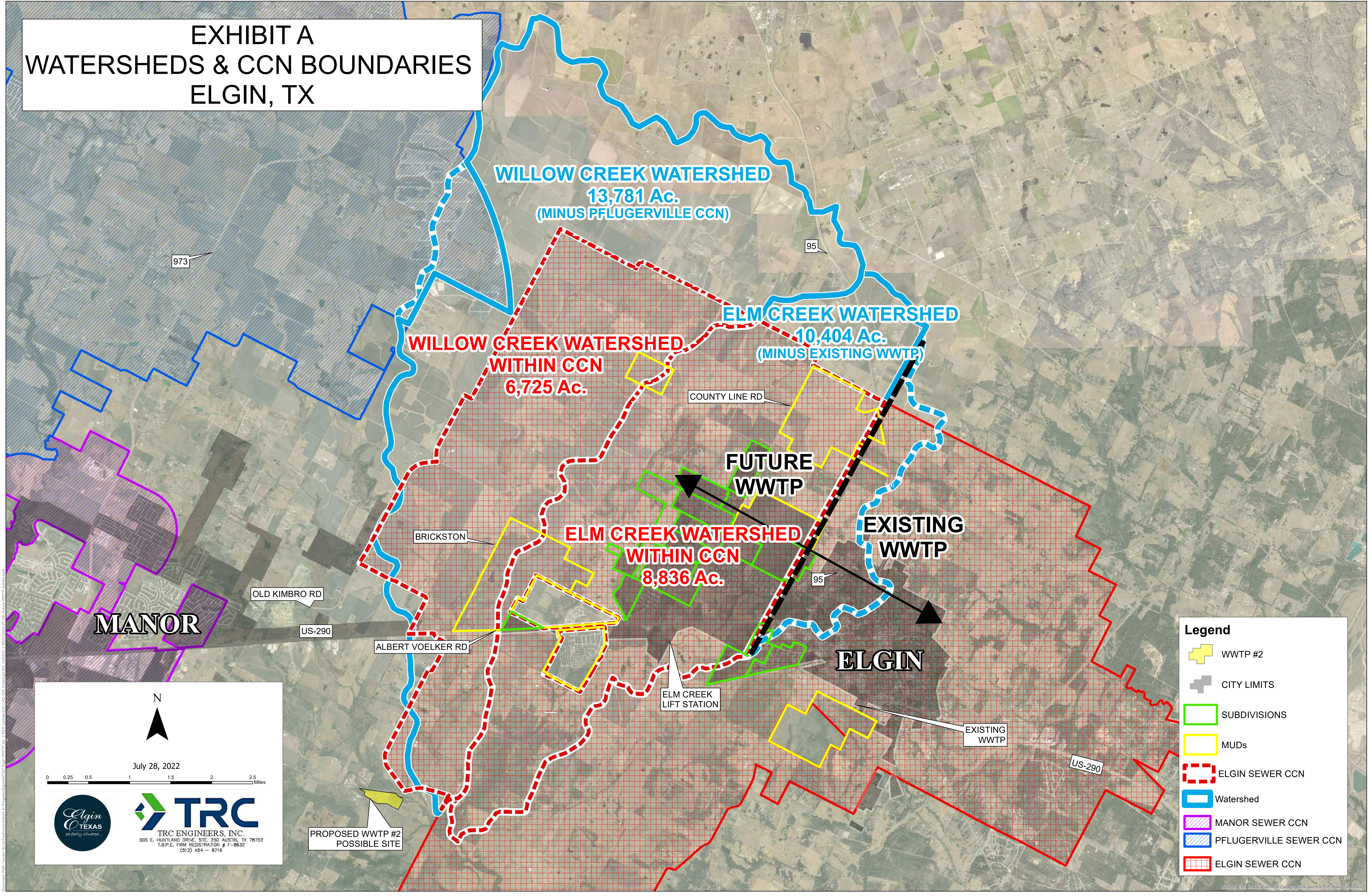
Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

Description	Subtotal
OPTION 1 (Serves Brickston with Minimal Excess Capacity)	
1.0 MGD Wastewater Treatment Plant	\$25,814,000
21" Trunk Line from Brickston	\$3,871,000
Total	\$30,250,000
OPTION 2 (Serves Additional Future Development)	
1.50 MGD Wastewater Treatment Plant	\$31,195,000
27" Trunk Line from US 290 WWTP No. 2	\$5,304,000
Total	\$37,173,000
36" Trunk Main to Relieve Elm Creek Lift Station	\$11,554,000

From the above options, TRC recommends Option 2 to the City of Elgin. Option 2 provides the City with the additional capacity needed to handle the exponential growth that will result from all of the planned developments.

Exhibit A

EXHIBIT A
WATERSHEDS & CCN BOUNDARIES
ELGIN, TX



Legend

- WWTP #2
- CITY LIMITS
- SUBDIVISIONS
- MUDs
- ELGIN SEWER CCN
- Watershed
- MANOR SEWER CCN
- PFLUGERVILLE SEWER CCN
- ELGIN SEWER CCN

July 28, 2022

0 0.25 0.5 1 1.5 2 2.5 Miles

Elgin TEXAS
perfectly situated.

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

Exhibit B

EXHIBIT B
RESIDENTIAL DEVELOPMENTS AND LOTS
ELGIN, TX

WILLOW CREEK WATERSHED
13,781 Ac.

ELM CREEK WATERSHED
10,404 Ac.

Legend

BUILT OUT SUBDIVISIONS & DEVELOPMENTS

COUNTY LINE.....683 LOTS

CRESCENT VILLAGE APARTMENTS.....152 UNITS

ELGIN MEADOWS.....92 LOTS

MUD 14 PHASE 1.....683 LOTS

SARATOGA FARMS.....257 LOTS

SHENANDOAH.....375 LOTS

WESTWIND.....321 LOTS

NEW SUBDIVISIONS & DEVELOPMENTS

PEPPERGRASS.....272 LOTS

HOMESTEAD UNITS 1 & 2.....475 LOTS

ELGIN ROLLING MEADOWS.....21 LOTS

EAGLE'S LANDING PHASE 1 & 2.....275 LOTS

SUBDIVISIONS UNDER CONSTRUCTION

HARVEST RIDGE.....1171 LOTS

MUD 14.....1108 LOTS

TRINITY RANCH.....1716 LOTS

PROPOSED SUBDIVISIONS & DEVELOPMENTS

BRICKSTON.....2,021 LOTS & 476 UNITS**

BURLESON CREEK ESTATES.....29 LOTS

CANO.....8 LOTS

CREEKS CROSSING.....287 LOTS

EAGLE'S LANDING PHASE 3 & 4.....215 LOTS

EAGLES LANDING PHASE 5.....215 LOTS

LARSON TRACT.....840 LOTS

BRIARWOOD.....774 LOTS

LUND FARMS.....2000 LOTS*

POTH TRACT.....106 LOTS

RAILHEAD.....229 LOTS

STONE CREEK RANCH.....407 UNITS

WATERSHED

* ESTIMATED BY DEVELOPERS

** DEVELOPMENT AGREEMENT

N

July 28, 2022

00.250.511.5

Miles

Elgin TEXAS

perfectly situated.

TRC

TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752

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\\austin-fs1\Infrastructure\Work in Progress\Elgin\497327 Elgin W\WTE No. 2 PER Update\500 CAD-GIS Drawings\502 GIS\502_3.MXD(2022-07-28) ELGIN SUBDIVISIONS 2x4x36.mxd

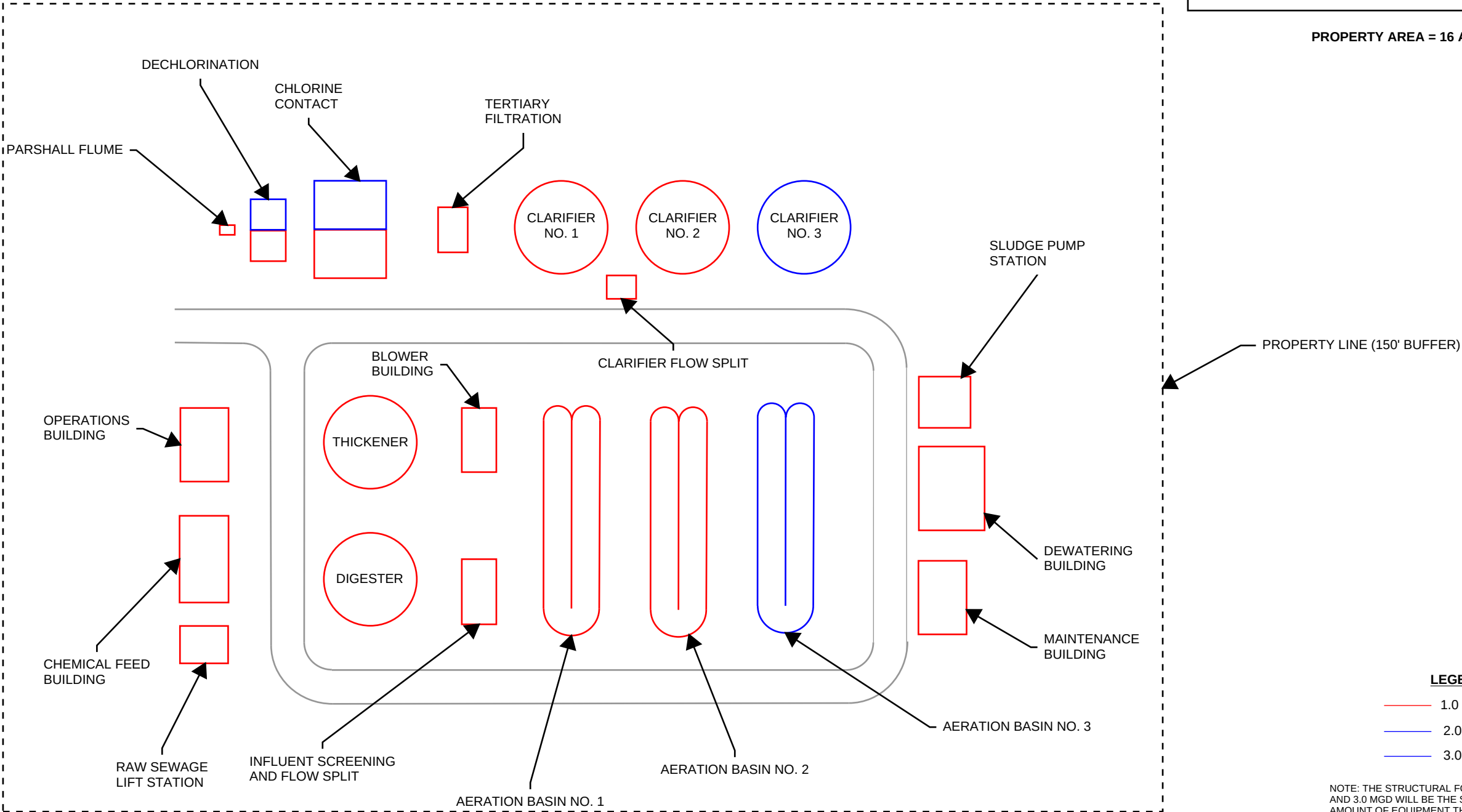
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Exhibit C

EXHIBIT C
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.0 MGD (BUILDOUT TO 3.0 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 16 ACRES



LEGEND

- 1.0 MGD
- 2.0 MGD
- 3.0 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 2.0 MGD AND 3.0 MGD WILL BE THE SAME, HOWEVER, THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 2.0 MGD THAN FOR 3.0 MGD.

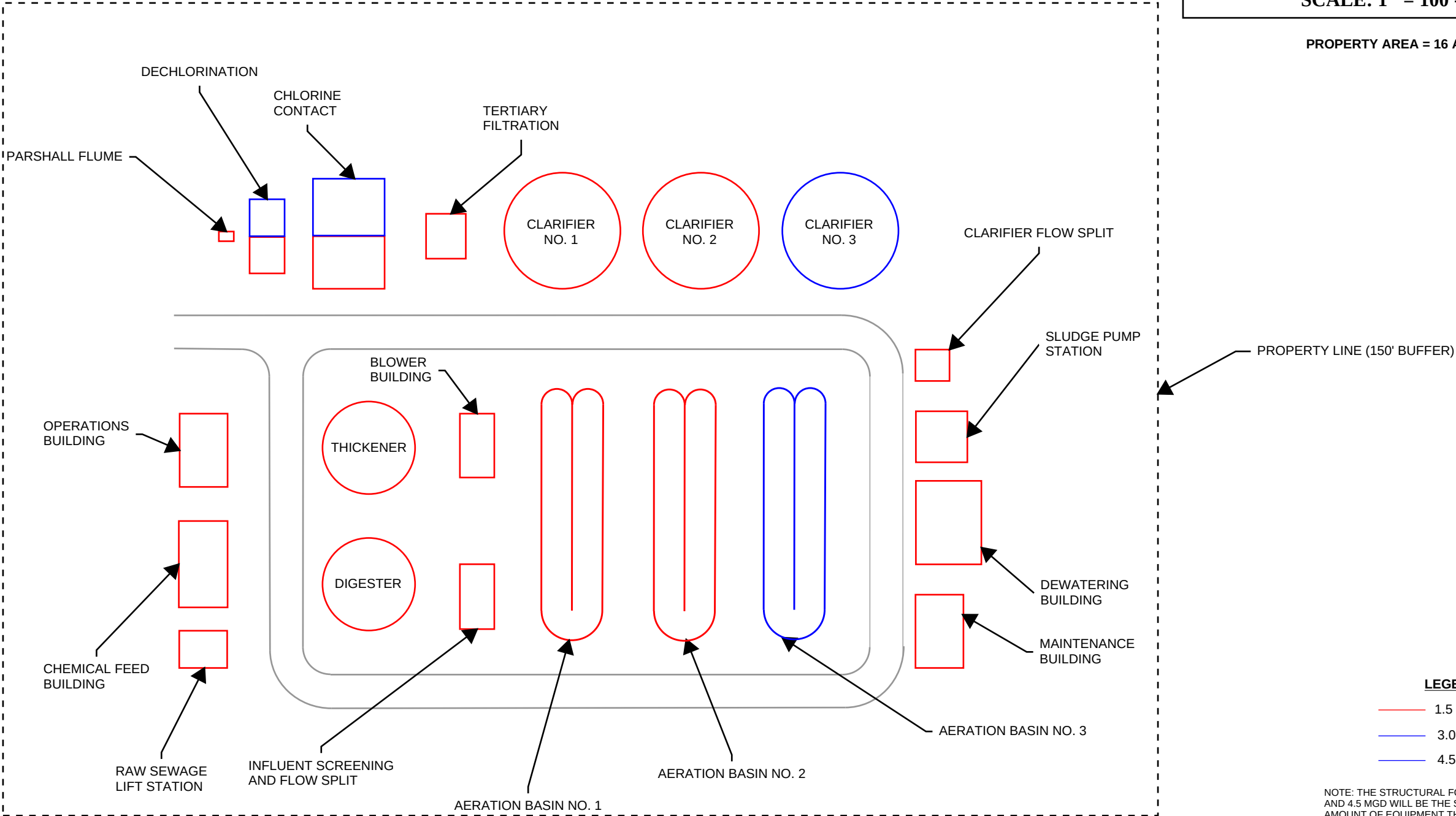


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Exhibit D

EXHIBIT D
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.5 MGD (BUILDOUT TO 4.5 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 16 ACRES



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

**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 AUSTIN GATEWAY MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract of real property encompassing approximately 240 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 Austin Gateway 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 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;

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
VARIANCES TO CITY DEVELOPMENT CODE**

A. Applicability of Development Requirements.

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 as it pertains to permanent signage shall not apply to the Development.
2. All references within Chapter 36 of the Applicable Ordinances to zoning and other City ordinances that only apply within the City's corporate city limits shall not apply to the Development.
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 10 years after the date of approval if provided of the entire development.
5. Sec. 36-79 – Alleys within the Development shall be (i) exempt from all design criteria, (ii) public, (iii) constructed without curb and gutter of either asphalt or concrete, at Developer's election; and (iv) minimum of fourteen (14) feet in pavement width and twenty (20) feet in right-of-way width.
6. Sec. 36-80 – Major/Arterial Streets shall not be included as part of this development. Collector Streets shall have a minimum dedicated right-of-way of sixty feet (60') and paving width of thirty-eight feet (38'). Minor or residential streets shall have a minimum right-of-way width of fifty feet (50') and paving width of twenty-eight feet (28').
7. Sec. 36-80(4) – Streets with a width of less than one hundred feet (100') will not be designed with increased right-of-way on either side of any intersection with Major Streets and Minor Streets.
8. Sec. 36-81(3) – Local streets are to have a minimum centerline radius of 170', with no maximum radius.
9. Sec. 36-82(1) – All collector streets shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°). All minor or residential streets shall intersect at an angle of seventy degrees (70°) to one hundred and ten degrees (110°).

10. Sec. 36-83(a) Cul-de-sac maximum length shall not exceed eight hundred feet (800'), measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac.
11. Sec. 36-140 – Street sidewalks and concrete trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. In the event that sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
12. Sec 36-142 – Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot. Sidewalks along roadways in which there is not a residential lot 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.
13. Sec. 36-170 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.
14. Sec. 36-171 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of thirty feet (30') in width.
15. Sec. 36-202(a)(1) and (2) - Residential blocks for collector streets shall be no longer than sixteen hundred feet (1,600'), measured along the street centerline. Maximum block length along an arterial street does not apply to this subdivision.
16. Sec. 36-202(b)(3) – There shall be no maximum length for a loop road.
17. Sec. 36-202(c) – Maximum block length along a major street does not apply to this subdivision.
18. Sec. 36-202(d) – Block length shall be measured along the centerline of the street from the street's intersection with the right-of-way of any intersecting street, ninety degree (90°) bend/turn, or knuckle. In the case of a cul-de-sac, block length shall be measured from the said intersecting right-of-way to the end of the cul-de-sac "bulb" right-of-way. If a change in land use occurs along a street segment, a new block length measurement will begin with the first residential frontage following this change.
19. Sec. 36-312(b)(2) – The boundary of waterway buffer zones shall coincide with the boundaries of the fully developed 100-year floodplain as modified by any proposed improvements. The fully developed 100-year floodplain will be established by an engineering study reviewed and approved by Staff.
20. 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.

21. 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.
22. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan. The City agrees that the Concept Plan serves as a representation of general development intent and the modification of roadway alignments and layout are acceptable as long as the overall density of the development does not increase by more than 5%.

B. Single Family Residential Lot Design Standards.

The Following standards shall apply for all front-loaded and alley-loaded single-family lots:

Front Setback: Twenty feet (20')*

Rear Setback: Ten feet (10')

Side Setback: Five feet (5')

Corner Side Setback: Fifteen feet (15')

Building Height: Thirty-five feet (35'), as measured as the vertical distance from the front door threshold to the highest point of the roof.

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.

*Front Setback is measured from the face of the garage.

C. Roadway Standards.

1. Collector Streets, at Developer's election, may be designed with landscaped medians to improve aesthetic quality and preserve trees.
2. Collector Streets, at Developer's election, may be designed with a laydown or ribbon curb, so long as the runoff from such streets is captured and conveyed in a manner approved by the City Engineer.
3. Local Streets, at Developer's election, may be designed with a six-inch (6") rollover curb.

4. Notwithstanding any contrary provisions of the Applicable Ordinances or this Agreement, in the event that the streets within the Development are designed and constructed pursuant to County requirements pursuant to Section 4.03 of this Agreement, the City hereby grants all required variances from the Applicable Ordinances necessary to permit construction of such streets to County standards.

D. Drainage and Grading.

Drainage collection facilities may be constructed with a mix of open concrete-lined (flowline and side slopes) channel and underground storm sewers. Drainage collection facilities within the District shall be designed per the requirements of Section 5, “Storm Drains” of the City of Austin Drainage Criteria Manual.

E. Parkland Dedication.

The Developer agrees that the park, open space, and trail corridors within the right-of-way 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 a 100% credit for such dedications against the City’s parkland dedication requirements (not less than 30 acres of the Property shall be developed as public parkland and/or open space, including floodplain areas), 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 pursuant to the City’s parkland dedication requirements. To the extent that the 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. Developer acknowledges that the Development must also comply with the City’s parkland improvement requirements. Developer will submit plans for such improvements to the City prior to installation and, to the extent that the installation of such improvements does not offset all City parkland improvement requirements, Developer will pay parkland improvement fees in accordance with City ordinance requirements.

Due to the size, topography, natural features, aesthetics and constraints of the Property, the Developer and the City recognize some phases may dedicate more than required and others less than. Accordingly, Developer shall keep a running total with each preliminary plat of the planned and previously dedicated parkland mitigation to ensure compliance for the overall Development, rather than a plat-by-plat basis.

**EXHIBIT “H” TO CONSENT AND DEVELOPMENT AGREEMENT
PARKS PLAN**

AUSTIN GATEWAY PARKS PLAN

