



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 21, 2024
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

VI. PUBLIC COMMENT

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

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

Speakers must address their comments to the Mayor or Presiding Officer rather than to an

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

VII. CITY MANAGERS REPORT

- 1. 2021 Certificates of Obligation-Capital Investment Program Project Update**
- 2. EDC May 2024 Quarterly Report**
- 3. General Activity Report and/or Project Update**

VIII. CONSENT AGENDA

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

- 1. City Council Regular Meeting Minutes-May 7, 2024**
- 2. City Council Special Meeting Minutes-May 14, 2024**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 9 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 10 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**

IX. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 2. Boards and Commissions Appointments**
- 3. Election of the Mayor Pro-Tem by City Council**

X. EXECUTIVE SESSION

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

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

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

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

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

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, May 17, 2024, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

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

BACKGROUND:

State Law Requires a Strategic Partnership Agreement to Have Two (2) Public Hearings. This is The Second Hearing on this Matter.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 2021 Certificates of Obligation-Capital Investment Program Project Update

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed or requested; This item is for a brief update and discussion with the City Council as warranted relative to the 2021 Certificates of Obligation - Capital Investment Program.

BACKGROUND:

The 2021 Certificates of Obligation - Capital Investment Program was created to fund a wide range of capital improvement projects in support of general government – including the Wastewater Treatment Plant Expansion, County Line Road Phase 1 Project, and a new Elgin Police Department Station.

Certificates of Obligation (COs) and debt issuance in general are a necessary component to funding major capital improvement projects for cities where such funds are not available through the annual operating budget. It is also of particular need in rapidly growing cities like Elgin, where demands for improved services and facilities exceed currently available resources.

As the City nears completion of this capital improvement program, this report will provide the status of each project included therein.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of the 2021 Certificates of Obligation - Capital Investment Program; and direction to staff, if any, regarding same.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: EDC May 2024 Quarterly Report

DEPARTMENT: EDC

PROPOSED ACTION: No action to be taken.

BACKGROUND:

Second quarter report of 2024 for the Elgin Economic Development Corporation as requested by City Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No Recommendation.

ATTACHMENTS:

1. Quarterly Report Q2 2024

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

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

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

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



Elgin City Council Meeting

Elgin Economic Development Corporation Quarterly Report

May 2024

- Worked with YERICO to set up their groundbreaking.
- Had several meetings with a developer to discuss a potential partnership in the business park.
- Met with and toured Elgin Breeding Services
- Met with Ascension Seton to discuss their future plans.
- Met with YERICO for a pre-construction meeting.
- Several phone calls and emails with the City Attorney to discuss projects and contracts.
- Launched Placer AI – new tool that provides location intelligence, gap analysis, foot traffic and industry trends.
- Met with CTRMA to discuss residential and commercial growth in the city.
- Launched social media platforms to coincide with the new EDC website for SEO.
- Met internally to discuss the future of the Circle Brewing site
- Met with First National Bank
- Approved an LOI for a partnership in the business park
- Presented to BEST Leadership group
- Met with developer to set up a closing on 16 acres in the business park
- Sykes Industries began improvements to their lot.
- Had a pre-construction meeting with Elgin Elite Plaza
- Completed Innovation Way in the business park
- Met with Real Estate Brokerage group to discuss marketing a parcel of land close to HWY 290
- Met with Mosaic to work through the documents needed prior to closing.

- Worked with Trinity Ranch and the businesses in Business Park I to design new signage for the entrance on Swenson Blvd & Hwy 290.
- Worked with a contractor on shooting new video content showcasing new businesses and residential developments to market the city.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: Executive

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes-May 7, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the May 7, 2024 Regular Meeting Minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes- May 7, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES

May 7, 2024

6:30 PM

CALL TO ORDER

Mayor McShan called the meeting to order at 6:31 p.m.

ROLL CALL

Mayor McShan announced there was a quorum. She stated that Mr. Callahan would not be in attendance. Mayor Pro Tem Brashar made a motion to excuse Mr. Callahan. Mr. Swain seconded the motion. All voted in favor. The motion was carried.

Present:

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

Staff:

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

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

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

Mayor McShan read the caption of the Public Hearing. Mr. Mattis stated that this was a rezoning request by the property owner. He stated that there was no PDD or development plan. Mr. Mattis stated that the Planning & Zoning Commission recommended denial of the request.

Juan Martinez, 104 Taylor Lane, stated that there were problems with the road. He stated that drainage was not installed across the street.

Sandy Menley, 163 S. Westbrook Ln, expressed her concerns with the drainage issues at the property and urged the council to deny the request.

Ruby Sims, 730 Second Street, expressed her concern with the drainage issues and requested denial.

Mayor McShan closed the public hearing.

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

Mayor McShan read the caption of the Public Hearing. Mr. Mattis stated that this was a proposed PDD and provided additional comments. There were no public hearing comments.

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

Mayor McShan read the caption of the Public Hearing. Mr. Mattis stated that this was a proposed Strategic Partnership Agreement as a part of the Triada Municipal Utility District and provided additional comments. There were no public hearing comments.

PUBLIC COMMENT

There were no public comments.

PRESENTATION

2. National Historic Preservation Month Proclamation

Jake Carter, 534 Old McDade Road, provided an update about the Mary Christian Burleson Home. Mayor McShan read the proclamation and presented it to various partners of the Mary Christian Burleson Home.

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

Mayor McShan thanked the poll workers and provided a small token of appreciation.

CITY MANAGERS REPORT

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

There were no questions or comments from Council.

2. Planning & Zoning Commission (PZC) Quarterly Report

There were no comments or questions from Council.

3. General Activity Report and/or Project Update

Mr. Mattis stated that he was able to attend a Badge Pinning Ceremony for ten new officers. Commander Johnson provided some information about the swearing-in ceremony.

CONSENT AGENDA

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

The request was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

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

The minutes were approved on the consent agenda.

Mr. Dennis made a motion to approve the consent agenda. Mr. Gibson III seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

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

Mr. Mattis provided comments. Mayor Pro Tem Brashar stated that she asked that the Council honor how the P&Z Commission voted. Discussion followed. Mayor Pro Tem Brashar made a motion to deny the ordinance as presented. Ms. Love seconded the motion. Mr. Mattis stated the the new provision of the code says that they cannot make this request for a year if denied. The motion was: Mayor Pro Tem Brashar-yes, Mayor McShan-yes, Ms. Casnovsky-no, Mr. Gibson III-yes, Mr. Swain-yes, Ms. Love-yes, Mr. Rodriguez-yes, and Mr. Dennis-yes. The motion carried.

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

Mr. Mattis stated that this was a small commercial development proposed PDD and provided details about the project. Mr. Perry answered questions of the Council. Ms. Love made a motion to approve the ordinance. Mr. Gibson III seconded the motion. All voted in favor. The motion carried.

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

Mr. Mattis provided a presentation over the proposed Triada Municipal Utility District. Mayor McShan left the dais at 7:38 p.m. Mayor McShan returned to the dais at 7:41 p.m. Mr. Perry answered questions of the Council. Discussion followed.

Taylor Christian, 317 McClendon Drive, stated we would need to increase water lines. There should be additional data provided to help make these decisions.

Mr. Rodriguez made a motion to approve the resolution. Mr. Dennis seconded the motion. The motion was: Mr. Rodriguez-yes, Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, Mayor McShan- yes, Ms. Casnovsky-yes, Mr. Gibson III-no, Mr. Swain-yes, Ms. Love-no. The motion carried.

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

Mr. Mattis stated that there were two separate agreements, one for water and one for wastewater. Mr. Rodriguez made a motion to approve the resolution. Mayor Pro Tem Brashar seconded the motion. The motion was: Mr. Rodriguez-yes, Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, Mayor McShan- yes, Ms. Casnovsky-yes, Mr. Gibson III-no, Mr. Swain-yes, Ms. Love-no. The motion carried.

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

Mr. Mattis stated that this item was to approve the contract for wholesale wastewater service. Mr. Swain made a motion to approve the resolution. Mr. Dennis seconded the motion. The motion was: Mr. Swain-yes, Ms. Love-no, Mr. Rodriguez-yes, Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, Mayor McShan-yes, Ms. Casnovsky-yes, and Mr. Gibson III-no. The motion carried.

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

Mr. Mattis provided comments and stated that the cost would be a pass through cost. Ms. Casnovsky made a motion to approve the resolution. Mayor Pro Tem Brashar seconded the motion. The vote was: Ms. Casnovsky-yes, Mr. Gibson III-no, Mr. Swain-yes, Ms. Love-no, Mr. Rodriguez-yes, Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, and Mayor McShan-yes. The motion carried.

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

Mr. Mattis stated that items 7 and 8 are complimentary . He stated that Eagle's Landing Phase 5 sold the land to the Triada MUD. Mayor Pro Tem Brashar made a motion to approve the resolution. Ms Casnovsky seconded the motion. The motion was: Mayor Pro Tem Brashar-yes, Mayor McShan- yes, Ms. Casnovsky-yes, Mr. Gibson III-no, Mr. Swain-yes, Ms. Love-no, Mr. Rodriguez-yes, and Mr. Dennis-yes. The motion carried.

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

Mr. Mattis provided comments about this resolution during the previous item. Mr. Dennis made a motion to approve the resolution. Mayor Pro Tem Brashar seconded the motion. The motion was: Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, Mayor McShan- yes, Ms. Casnovsky-yes, Mr. Gibson III-no, Mr. Swain-yes, Ms. Love-no, and Mr. Rodriguez-yes. The motion carried.

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

Mr. Mattis stated that this was a Change Order for the Not to Exceed Contract for the Police Station. This change order will be a new street by the police station. Mr. Swain made a motion to approve the resolution. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

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

Mr. Mattis stated that this was a formality to update the City's Impact Fees. Mr. Swain made a motion to approve the resolution. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

11. Boards and Commissions Appointments

This item was tabled.

EXECUTIVE SESSION

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

Mayor McShan adjourned the Regular Meeting into Executive Session at 8:33 p.m.

RECONVENE

The City Council returned to the dais at 9:13 p.m. The City Council reconvened at 9:15 p.m. No action was taken.

ANNOUNCEMENTS

Ms. Casnovsky stated that the Elgin Music Festival was this weekend and Sip, Shop, and Stroll was this week. Mayor Pro Tem Brashar stated that Juneteenth was having a Silent Auction at the Chamber of Commerce. Mr. Mattis stated that there was Trivia Night at Millie's on Thursday evening. Mayor McShan thanked those who attended the Prayer Breakfast.

ADJOURNMENT

Mayor McShan adjourned the meeting at 9:17 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes-May 14, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the City Council Special Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the May 14, 2024 Special Meeting Minutes.

ATTACHMENTS:

1. City Council Special Meeting Minutes-May 14, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
May 14, 2024
6:30 PM

CALL TO ORDER

Mayor McShan called the meeting to order at 6:25 p.m.

ROLL CALL

Mayor McShan called roll call.

Present:

Theresa Y. McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
YaLecia Love, Council Member
Chuck Swain, Council Member

Staff:

Jennifer Stubbs, City Secretary

NEW BUSINESS

- 1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AS CANVASSING AUTHORITY, CANVASSING THE ELECTION RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN GENERAL ELECTION HELD ON MAY 4, 2024; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

Mayor McShan read the results of the May 4, 2024 Election. Mayor Pro Tem Brashar made a motion to approve the resolution. Mr. Gibson III seconded the motion. All voted in favor. The motion carried.

ADJOURNMENT

Mayor McShan adjourned the meeting at 6:28 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

The City Council approved the issuance the 2021A Certificates of Obligation (CO) inthe total amount of approximately \$12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station. Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of Baird/Williams Ltd. to provide construction services as part of the CMAR team.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. EPD Station Resolution-BWC

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

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

RESOLUTION NO. _____

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

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

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

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

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute a dollar amount of \$424,524.65 for Bid Package #2 Payment Application #11.

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

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

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

PASSED AND ADOPTED this 21st day of May 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 9 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider the change order as presented.

BACKGROUND:

Working through the project, staff and the City Engineer identified some value-added benefits to the project that include retaining walls, some additional paint striping and concrete work. This change order includes the mobilizing and demobilizing of heavy equipment as well.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the change order as presented

ATTACHMENTS:

1. RESCLRCO9
2. Change Order No. 9- signed

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE
ORDER 9 FOR THE COUNTY LINE ROAD IMPROVEMENT
PROJECT PHASE I AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin is currently engaged in the County Line Road widening project and have made certain value-added changes to the project that include additional retaining walls concrete work and remobilization of certain crews; and,

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

WHEREAS, City staff have engaged TRC engineers to add these services as a change order proposal to the project.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute *Change Order 9* and a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 21st day of May 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**CONTRACT CHANGE ORDER NO. 9
COUNTY LINE ROAD WIDENING PHASE 1**

OWNER:

City of Elgin

CONTRACTOR:

Patin Construction, LLC

ORIGINAL CONTRACT AMOUNT:

\$6,789,518.20

PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:

\$649,955.54

CURRENT CONTRACT AMOUNT:

\$7,439,473.74

ORIGINAL CONTRACT TIME (DAYS):

450

ORIGINAL SUBSTANTIAL COMPLETION DATE:

10/11/2023

PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):

128

CURRENT CONTRACT TIME (DAYS):

578

CURRENT SUBSTANTIAL COMPLETION DATE:

2/16/2024

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO9.0	Option 1 - Pedestrian Crosswalk - Solar Powered System	1	EA	\$9,800.00	\$9,800.00
CO9.1	Additional Sidewalk at Church and High School	20	SY	\$150.00	\$3,000.00
CO9.2	Additional Concrete Wall (0-3') at Church	50	LF	\$150.00	\$7,500.00
CO9.3	Relocate Fire Hydrant to raise to final grade	4	EA	\$1,000.00	\$4,000.00
CO9.4	Additional Arrows striping at Church entrance	2	EA	\$300.00	\$600.00
CO9.5	Barricades, Signs and Traffic Handling- Phase 4.1 and 4.2	2	MO	\$8,125.00	\$16,250.00
CO9.6	Mobilization- Excavator	1	EA	\$6,500.00	\$6,500.00
CO9.7	Demobilization - Excavator	1	EA	\$6,500.00	\$6,500.00
CO9.8	Mobilization - Roadway Crew	1	EA	\$15,000.00	\$15,000.00
CO9.9	Demobilization - Removal Crew	1	EA	\$15,000.00	\$15,000.00
CO9.10	Remobilization - Asphalt Crew	1	EA	\$9,000.00	\$9,000.00
CO9.11	Remove and Replace Church Concrete Driveway	408	SF	\$16.50	\$6,732.00
TOTAL COST OF THIS CHANGE ORDER:					<u>\$99,882.00</u>

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):

\$99,882.00

REVISED CONTRACT AMOUNT:

\$7,539,355.74

NET CHANGE IN CONTRACT TIME (DAYS):

166

REVISED CONTRACT TIME (DAYS):

744

REVISED SUBSTANTIAL COMPLETION DATE:

7/31/2024

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

Michael Gonzalez, Public Works Director
City of Elgin

Date



5/15/2024

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

Date

Leff Birkhead, Chief Estimator

5-15-2024

Jimmy Patin, Vice President
Patin Construction, LLC

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 10 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of Change Order 10 to the County Line Road Project Phase I.

BACKGROUND:

Concrete paving can be extremely durable. However, small amounts of maintenance is needed from time to time to preserve the monolithic slabs that withstand the traffic. Recently, under the winter rains, staff investigated and identified some areas along Roy Rivers Rd that were subject to water infiltration potentially undermining the concrete. Staff and the City Engineer recommend sealing the expansion joints as well as some small concrete repairs to prolong the life of the concrete and potentially much more costly repairs later in the life of the roadway. We now recommend these small repairs to the council for approval.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of Change Order 10 to the County Line Road Project Phase I.

ATTACHMENTS:

1. RESCLRCO10
2. Change Order No. 10- signed

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE
ORDER 10 FOR THE COUNTY LINE ROAD IMPROVEMENT
PROJECT PHASE I AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin is currently underway with certain roadway improvements on County Line Road with Patin Construction; and,

WHEREAS, Staff has investigated and identified certain roadway repairs needed on Roy Rivers Boulevard that Patin construction is prepared to address; and,

WHEREAS, City staff have engaged TRC engineers to add these services as a change order proposal to the County Line Road project.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute *Change order 10 for the County Line Road widening Project* and a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 21st day of May 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**CONTRACT CHANGE ORDER NO. 10
COUNTY LINE ROAD WIDENING PHASE 1**

OWNER:	<u>City of Elgin</u>
CONTRACTOR:	<u>Patin Construction, LLC</u>
ORIGINAL CONTRACT AMOUNT:	<u>\$6,789,518.20</u>
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	<u>\$749,837.54</u>
CURRENT CONTRACT AMOUNT:	<u>\$7,539,355.74</u>
ORIGINAL CONTRACT TIME (DAYS):	<u>450</u>
ORIGINAL SUBSTANTIAL COMPLETION DATE:	<u>10/11/2023</u>
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	<u>294</u>
CURRENT CONTRACT TIME (DAYS):	<u>744</u>
CURRENT SUBSTANTIAL COMPLETION DATE:	<u>7/31/2024</u>

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO10.0	Pavement Expansion Joint Replacement- Remove old urethane material from existing concrete expansion joint. Clean residual by media blasting. Blow out joints before installing backer rod and then joint seal.	829	LF	\$11.27	\$9,342.83
CO10.1	Curb/Sidewalk Joint Replacement- Hand remove old material from areas that are larger than 1/4". Fill areas where no sealant currently exists that are larger than 1/4" wide. Media blast side walls to properly clean surface. Blow out joint with compressed air. Install backer rod to match 1/4" or larger gaps and joint seal	1487	LF	\$17.00	\$25,279.00
CO10.2	Remove and Replace Concrete Paving	179	SF	\$50.00	\$8,950.00
CO10.3	Remove and Replace Concrete Sidewalk	38	SF	\$25.00	\$950.00
CO10.4	Remove and Replace Curb	25	LF	\$60.00	\$1,500.00
CO10.5	Remove and Replace Curb Inlet Top	1	EA	\$4,400.00	\$4,400.00
TOTAL COST OF THIS CHANGE ORDER:					<u>\$50,421.83</u>

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	<u>\$50,421.83</u>
REVISED CONTRACT AMOUNT:	<u>\$7,589,777.57</u>
NET CHANGE IN CONTRACT TIME (DAYS):	<u>0</u>
REVISED CONTRACT TIME (DAYS):	<u>744</u>
REVISED SUBSTANTIAL COMPLETION DATE:	<u>7/31/2024</u>

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

Michael Gonzalez, Public Works Director
City of Elgin

Date

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

Date

Jeff Birkhead, Chief Estimator

5-15-2024

Jimmy Patin, Vice President
Patin Construction, LLC

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution approving and authorizing a Strategic Partnership Agreement between the City and the Triada Municipal Utility District ("MUD").

BACKGROUND:

Discussed at previous meetings; Qualico Developments (U.S.) Inc. and Triada Municipal Utility District currently owns approximately 271.82 acres of land, located in the Extraterritorial Jurisdiction (ETJ) of the City and intends to develop said property as a master-planned mixed use residential community that will include Public Safety Service uses and park and recreational facilities to serve the district. Following a comprehensive due diligence process, staff is now recommending a Strategic Partnership Agreement, which shall be binding upon both parties and the associated Triada MUD. As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of the Triada MUD and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty of regulatory requirements, and result in a quality development project.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution approving and authorizing a Strategic Partnership Agreement between the City and Traida Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS:

1. SPA Triada - Resolution with Exhibits

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

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

RESOLUTION NO. 2024-05-21_

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP
AGREEMENT WITH TRIADA MUNICIPAL UTILITY DISTRICT
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the Elgin City Council has authorized a Development and Consent Agreement with Qualico Developments (U.S.) Inc. and Triada Municipal Utility District for the development of certain real property into a master-planned mixed use residential community that will include Public Safety Service uses along with park and recreational facilities to serve the community; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and certain property owners, such as Triada Municipal Utility District to negotiate and enter into strategic partnership agreements by mutual consent; and,

WHEREAS, the city staff has negotiated and is now recommending authorization of a Strategic Partnership Agreement, with Triada Municipal Utility District that provides for annexation by the City, for limited purposes, of certain tracts of land in that project; in addition to providing services and benefits for the City and Triada Municipal Utility District that are reasonable and equitable.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Strategic Partnership Agreement with Triada Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 21st day of May 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Exhibit A

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF ELGIN, TEXAS AND
TRIADA MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of Elgin, Texas (the “City”) and Triada Municipal Utility District (the “District”).

RECITALS

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

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, all as amended; and

WHEREAS, the City and the District are individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Chapter 43 of the Texas Local Government Code (the “Act”) and, specifically, Section 43.0751 of the Act authorize the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 271.82 acres, more or less, partially located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the “Development”); and

WHEREAS, Qualico Developments (U.S.), Inc. (the “Owner”) is the current owner of the Development, as reflected in the current tax rolls of the appraisal district of Travis County; and

WHEREAS, pursuant to Section 43.0751 of the Act, the City desires to annex all of the land in the Development for limited purposes, including, but not limited to, imposing and collecting sales and use taxes within the Development and subjecting the Development to the development standards of the City, subject to the limitations set forth in Section 2.4 hereof; and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex the Development for the limited purposes set forth herein; and

WHEREAS, to facilitate the limited purpose annexation by the City of the Development, and for the health, safety, and welfare of the residents of the District, the Owner

has submitted to the City a petition requesting and consenting to the limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Owner's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the limited purposes set forth herein; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the “Board”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 20__ in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the “City Council”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____ May 21, 2024, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable; and

WHEREAS, the Parties agree and acknowledge that this Agreement is not intended to and does not void, modify or impact in any manner the Development Agreement dated _____ May 7, 2024 between the Owner and the City (the “Development Agreement”); and

WHEREAS, it is the intention of the Parties that the District shall continue in existence during the period of limited purpose annexation and, if applicable, after any dis-annexation of the Development, should the City determine not to annex the Development for

full purposes as provided for herein.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. For the health, safety, and welfare of the residents of the District, the Parties agree that the City may annex the Development for the limited purposes of the following:

(a) Sales and Use Tax. Subject to the provisions set forth in this Agreement and to the extent permitted by applicable law, the City may impose and collect sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the “Tax Code”) on sales consummated within the Development.

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City's jurisdiction in regards to development standards and land use regulations. From and after the date of the limited purpose annexation *and except as modified by the Development Agreement*, the Development shall be subject to all in-City development regulations, including zoning and subdivision regulations, as if the Development were completely within the municipal limits and had been annexed for full purposes. To the extent of a conflict between the Development Agreement and any development standards, land use or zoning regulations, or subdivision regulations of the City, the terms of the Development Agreement shall apply. It is understood by the Parties that except as modified in the Development Agreement, the Development shall be considered zoned from and after the date of the limited purpose annexation. '

The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in

accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date. The Parties further agree and acknowledge that this Agreement does not void, modify or otherwise impact the Development Agreement.

(c) Library and Police Services. From and after the date of the limited purpose annexation, the City shall provide library and police services to the Development to the same extent it provides such services to in-City properties. The Parties shall enter into an agreement for the provision of such services and for the payment of such services at a cost comparable to the costs incurred by the City for the provision of such services.

(d) Public Infrastructure. Subject to the subsections (a)-(c) above, from and after the date of the limited purpose annexation and except as modified by the Development Agreement, the District shall be fully responsible for all design, construction, funding, maintenance, and ownership of any and all public infrastructure improvements within the boundaries of the District, including but not limited to streets, roadways, alleys, sidewalks, street lighting, parkland facilities (unless conveyed to Home Owners Association {HOA} whereupon HOA is responsible), stormwater drainage facilities, retention walls, public landscaping/irrigation (unless conveyed to HOA whereupon HOA is responsible), and related engineering and design during the term of this Agreement or upon full annexation whichever occurs first. The City agrees the District may contract with the developers of lands in the District for funding and construction of the public infrastructure improvements on its behalf. Upon the expiration of this Agreement resulting in full purpose annexation of the District, the City agrees to acquire, operate and maintain the Public Infrastructure.

Section 2.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, all property within the Development may sometimes be referred to as “Limited Purpose Property”; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the “Sales and Use Tax Revenues”.

Section 2.6 Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property for limited purpose annexation solely for the purposes provided in this Agreement. The District consents to such limited purpose annexation and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District and, upon recording of this Agreement in the appropriate county records, each Owner and future Owner of land within the District.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection 43.0751(a)(2) of the Act and shall not be a limited district after the date of the limited purpose annexation. After the limited purpose annexation, the District shall continue in full force and effect under Subsection 43.0751(f)(2) of the Act, with all the powers and duties of the District surviving.

Section 2.8 Property Taxes and District Liability for Debts of the City. During the term of this Agreement, (i) neither the District, nor any owners of taxable property within the

District, are liable for any present or future debts of the City; and (ii) the City's current and future ad valorem taxes will not be levied on any taxable property in the Development. The City acknowledges that pursuant to Subsection 43.130(c) of the Act and other applicable law, the City is not permitted to impose an ad valorem tax on any property annexed for limited purposes, including the Development.

Section 2.9 Powers and Functions Retained by the District. The District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. Nothing in this Agreement or the limited purpose annexation shall affect, modify or alter the District's power to finance and/or develop, own, operate or maintain a water, wastewater, drainage or roadway system to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage and road systems to serve the District.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection 43.075I(k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The Parties agree and acknowledge that the District will not share directly in the revenue derived from the City's Sales and Use Tax on any portion of the Development.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 Subsection C-1 Full Purpose Annexation. The Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052 of the Act. Consequently, the District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Development in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code upon the expiration of the term of this Agreement and on the Full Purpose Annexation Conversion Date, as defined in Section 4.2 of this Agreement.

Section 4.2 Full Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. The "Full Purpose Annexation Conversion Date" is the date upon which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City, which date shall in no event occur prior to the expiration of the term of this Agreement. The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City, with the written consent of Owner.

Section 4.3 No Full-Purpose Annexation During Term of Agreement. On the thirty-

ninth anniversary date of the Effective Date, the City Manager shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six (6) months following the thirty-ninth anniversary date, the City Manager shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full purpose annexation of the District, or the expiration of this Agreement. If the City Manager recommends that the City negotiate a new strategic partnership agreement or annex the District and the City Council approves the recommendation, the City shall begin negotiations to enter into a new strategic partnership agreement or commence annexation of the District for full purposes at the expiration of this Agreement, as applicable. If the City Manager recommends that the City neither negotiate a new strategic partnership agreement nor annex the District for full purposes, and the City Council agrees, or if the City Council rejects the City Manager's recommendation to negotiate a new strategic partnership agreement or to annex the District for full purposes, the City may begin proceeding to dis-annex the Limited Purpose Property, if authorized under the applicable provisions of the Local Government Code. If the City decides to dis-annex the Limited Purpose Property and has the authority to dis-annex, the City may institute proceedings to accomplish such dis-annexation to be effective upon the expiration of the term of this Agreement. Such dis-annexation of the Limited Purpose Property shall not affect the existence, powers, or duties of the District, which shall remain in full force and effect.

ARTICLE V. TERM

Section 5.1 This Agreement commences on the Effective Date and continues for forty (40) years.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as defined in Section 7.2 herein, to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such thirty (30)-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such thirty (30) day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this

Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting; Municipal Office. Pursuant to Section 43.130(a) of the Act, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Act, residents of the Property will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid or; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

CITY: City of Elgin
 PO Box 591
 Elgin, Texas 78621
 Attn: City Manager

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

DEVELOPER: Qualico Communities (U.S.), Inc.
 14400 The Lakes Boulevard
Building C, Suite 200
 Pflugerville, Texas 78660

With Copy to: McLean & Howard LLP
Attn: Tony Corbett
4301 Bull Creek, Suite 150
Austin, Texas 78731

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Parties. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties hereby submit to the jurisdiction of the courts of Bastrop County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after

execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.15 Counterpart Originals. The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**APPROVED AND ADOPTED BY THE CITY COUNCIL
OF THE CITY OF ELGIN ON _____, 20____.**

CITY OF ELGIN

Mayor
City of Elgin

ATTEST:

JENNIFER STUBBS, City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

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

(Seal and Expiration)

Notary Public, State of Texas

**APPROVED AND ADOPTED BY TRIADA MUNICIPAL
UTILITY DISTRICT ON _____, 20____.**

TRIADA MUNICIPAL UTILITY DISTRICT

By:_____

Printed Name:_____

Title:_____

ATTEST:

District Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

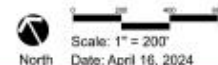
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____,
_____, by _____,
_____ of Triada Municipal Utility District.

(Seal and Expiration)

Notary Public, State of Texas

Concept Plan





SEC Planning, LLC
Land Planning • Landscape Architecture • Community Planning
ALSTON, TEXAS
(512) 242-7801
www.secplanning.com • info@secplanning.com

SHEET 1
TRIADA
ELGIN, TEXAS

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

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



**EXHIBIT "B" TO STRATEGIC PARTNERSHIP AGREEMENT
LEGAL DESCRIPTION OF THE DEVELOPMENT**

Survey with Metes & Bounds Description

271.82 ACRES
HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518
TRAVIS COUNTY, TEXAS

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 271.82 ACRE TRACT OF LAND SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENTS, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 271.82 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 75.710 acre tract of land, being on the east line of a called 33.899 acre tract of land conveyed to John M. Doll by deed recorded in Volume 12732, Page 477, Real Property Records, Travis County, Texas, same being at the southwest corner of a called 25.09 acre tract of land conveyed to Rebecca Howell by deed recorded in Document Number 2021247774, Official Public Records, Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract of land,

THENCE, S63°11'20"E, with the north line of said 75.710 acre tract of land and the south line of said 25.09 acre tract of land, passing the southeast corner of said 25.09 acre tract of land, being the southwest corner of a called 34.715 acre tract of land conveyed to Joy Eisenbeck Schiller by deed recorded in Document Number 2006206286, Official Public Records, Travis County, Texas, and continuing with the common line of said 75.710 acre tract and said 34.715 acre tract of land, for a total distance of 2026.42 feet to a 1/2 inch iron rod found on the north line of said 75.710 acre tract of land, being at the southeast corner of said 34.715 acre, same being the southwest corner of said 34.72 acre tract of land, for a north interior corner of the herein described tract of land,

THENCE, N26°47'16"E, with the common line of said 34.715 acre tract and said 34.72 acre tract of land, a distance of 1,283.63 feet to a 5/8 inch iron rod found at the northwest corner of said 34.72 acre tract of land, being at the northeast corner of said 34.715 acre tract of land, same being on the south line of Carlson Lane (50' R.O.W.) for corner,

THENCE, S63°07'31"E, with the common line of said Carlson Lane and said 34.72 acre tract of land, a distance of 1,178.69 feet to a 1/2 inch iron rod found at the northeast corner of said 34.72 acre tract of land, being at the northwest corner of a called 35.93 acre tract of land conveyed to Tack WCR LLC. by deed recorded in Document Number 2021258520, Official Public Records, Travis County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S26°41'06"W, with the common line of said 35.93 acre tract of land and said 34.72 acre tract of land, passing the southwest corner of said 35.93 acre tract of land, being at a north exterior corner of Lot 13, Block D, Homestead Estates Unit 2, a subdivision recorded in Document Number 202100260, Official Public Records, Travis County, Texas, and continuing with the common line of said 34.72 acre tract of land and said Lot 13, for a total distance of 1,282.32 feet

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to a calculated point at the southeast corner of said 34.72 acre tract of land, being at a northern interior corner of said Lot 13, for an eastern exterior corner of the herein described tract of land,

THENCE, N63°11'20"W, with the common line of said Homestead Estates Unit 2 and said 34.72 acre tract of land, a distance of 667.84 feet to a 5/8 inch iron rod found with illegible cap at the northwest corner of Lot 24, Block C, said Homestead Estates Unit 2, being at the northeast corner of said 75.710 acre tract of land, for corner,

THENCE, S26°38'49"W, with the common line of said 75.710 acre tract and said Homestead Estates, Unit 2, a distance of 1304.77 feet to a 5/8 inch iron rod found with illegible cap for the southeast corner of said 75.710 acre tract of land, being at the southwest corner of Lot 23, Block C, said Homestead Estates, Unit 2, same being on the north line of said 39.216 acre tract of land (Exhibit A) recorded in Document Number 2021130999, Official Public Records, Travis County, Texas, for a northern interior corner of the herein described tract of land,

THENCE, S62°44'20"E, with the common line of said 39.216 acre (Exhibit A) and said Homestead Estates, Unit 2, a distance of 667.25 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northeast corner of said 39.216 acre (Exhibit A), being on the south line of Lot 44, Block B, said Homestead Estates, Unit 2, same being at the northwest corner of a called 93.465 acre tract of land conveyed to Elgin I.S.D. by deed recorded in Volume 9331, Page 902, Real Property Records, Travis County, Texas, for an easterly northeast corner of the herein described tract of land,

THENCE, S26°24'16"W, with the common line of said 39.216 acre (Exhibit A) and said 93.465 acre tract of land, a distance of 1260.72 feet to a Mag nail found on the east line of said 39.216 acre (Exhibit A), being at the southwest corner of said 93.465 acre tract of land, same being at the northwest corner of Lot 4, Stone Creek Ranch, a subdivision recorded in Document Number 202200128, Official Public Records, Travis County, Texas,

THENCE, S26°34'50"W, with the east line of said 39.216 acre (Exhibit A) and the west line of said Lot 4, passing the southeast corner of said 39.216 acre tract, being the northeast corner of said 14.795 acre tract of land, and continuing with the common line of said 14.795 acre tract of land and said Stone Creek Ranch, for a total distance of 1240.19 feet to a capped 1/2 inch iron rod found at the southeast corner of said 14.795 acre tract of land, being an angle point on the north line of FM 1100 (80' R.O.W.), same being at the beginning of a curve to the left, for the southeast corner of the herein described tract of land,

THENCE, along said curve to the left, with the common line of said FM 1100 and said 14.795 acre tract of land, having a radius of 11500.05 feet, an arc length of 237.40 feet, and a chord that bears N64°49'20"W, a distance of 237.40 feet to a TXDOT concrete monument found for corner,

THENCE, N65°24'49"W, with the south line of said 14.795 acre tract of land, the south line of said 14.580 acre tract of land, the south line of said 14.341 acre tract of land, and the north line of said FM 1100, a distance of 1736.37 feet to a Mag nail found at the southwest corner of said 14.341 acre tract of land, being at the southeast corner of a called 14.164 acre tract of land conveyed to Carlos A. Guzman and Alicia Hernandez Sayago by deed recorded in Document Number 2018017932, Official Public Records, Travis County, Texas, same being on the north right-of-way line of said FM 1100, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the common line of said 14.341 acre tract and said 14.164 acre tract of land, a distance of 978.39 feet to a 1 inch iron pipe found at the northwest corner of said 14.341 acre tract of land, being at the northeast corner of said 14.164 acre tract of land, same being on the south line of said 38.216 acre tract of land (Exhibit B), for a southern interior corner of the herein described tract of land,

THENCE, N63°41'54"W, with the south line of said 38.216 acre tract of land (Exhibit B), and the north line of said 14.164 acre tract of land, a distance of 194.64 feet to a 5/8 inch iron rod found with illegible cap on the north line of said 14.164

acre tract of land, being at the southwest corner of said 38.216 acre tract of land (Exhibit B), same being at the southeast corner of said 39.216 acre tract of land (Exhibit C),

THENCE, N63°43'11"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.164 acre tract of land, a distance of 436.12 feet to a 1 inch iron pipe found at the northwest corner of said 14.164 acre tract of land, being on the south line of said 38.216 acre tract of land (Exhibit C), same being at the northeast corner of a called 14.263 acre tract of land (Part Three) conveyed to Anna Marie Swenson Simmons by deed recorded in Volume 8948, Page 870, Real Property Records, Travis County, Texas,

THENCE, N63°32'21"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.263 acre tract of land, a distance of 617.37 feet to a 1 inch iron pipe found at the northwest corner of said 14.263 acre tract of land, being at the southwest corner of said 39.216 acre tract of land (Exhibit C), same being on the east line of a called 56.568 acre tract of land conveyed to Angel Chaparro by deed recorded in Document Number 2016086749, Official Public Records, Travis County, Texas, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the west line of said 39.216 acre tract of land (Exhibit C), the east line of said 56.568 acre tract of land, the east line of a called 61.600 acre tract of land (Property Two) conveyed to Rebecca Howell by deed recorded in Document Number 2020074731, Official Public Records, Travis County, Texas, and described in Volume 12544, Page 2223, Real Property Records, Travis County, Texas, and the east line of a called 35.20 acre tract of land (Exhibit A) conveyed to Rebecca Howell by deed recorded in Document Number 20212477774, Official Public Records, Travis County, Texas, a distance of 1626.84 feet to a 5/8 inch iron rod found at the northwest corner of said 39.216 acre tract of land (Exhibit C), being on the east line of said 35.20 acre tract of land, same being at the southwest corner of said 75.710 acre tract of land,

THENCE, N26°52'34"E, with the east line of said 35.20 acre tract of land, the west line of said 75.710 acre tract of land, and the east line of said 33.899 acre tract of land, a distance of 1289.37 feet to the POINT OF BEGINNING and containing 271.82 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

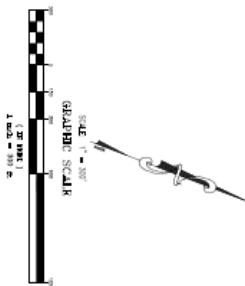
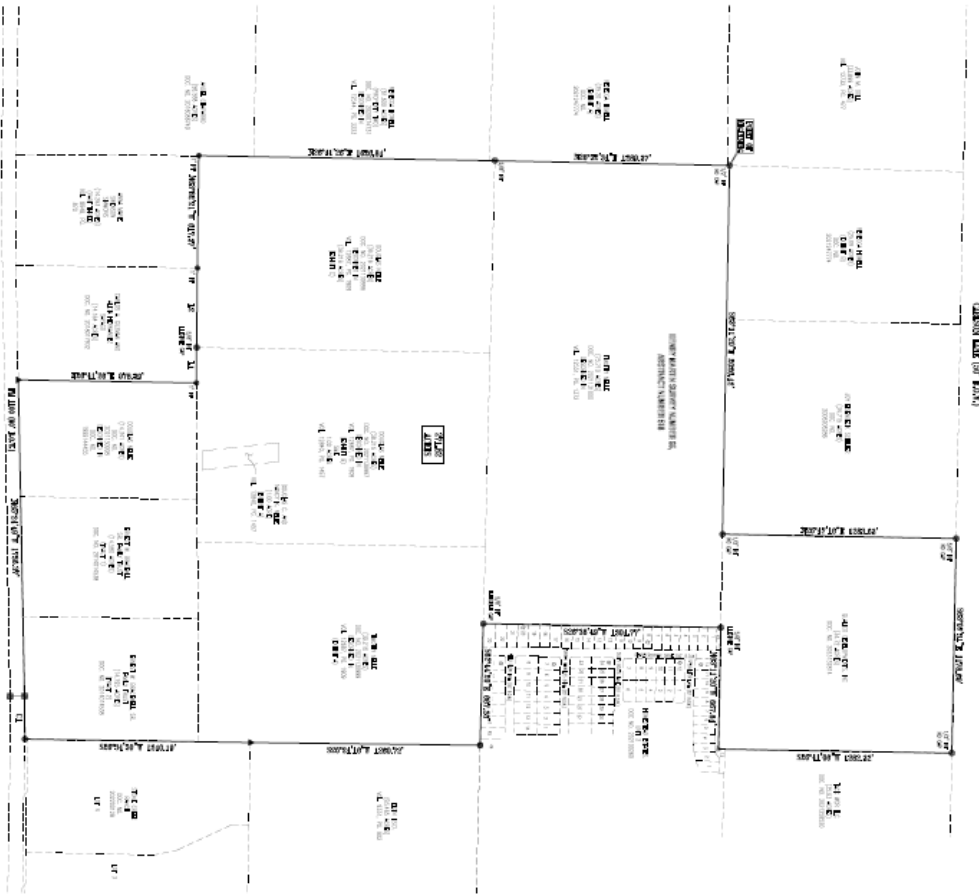
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW ONLY. RELEASE DATE 7/18/2023.

Surveyed by: _____
Eric John Dannheim, R.P.L.S. NO. 6075
Carlson, Brigrance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
Edannheim@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: JANUARY 31, 2024

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271.82 ACRES ATTACHED IN THE BEHNT LATTIN STREET NUMBER 65, ABSTRACT NUMBER 516, TARRANT COUNTY, TEXAS, BEING ALL OF A CALLED 75,710 ACRES TRACT OF LAND CONVERTED TO TARRANT WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021151000, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12601, PAGE 1392, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 39,216 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 39,216 ACRES TRACT OF LAND CONVERTED TO TARRANT WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 14,341 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 1,000 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 14,725 ACRES TRACT OF LAND (EXHIBIT A) CONVERTED TO DOWGALLS C. AND NANCY E. WELLS BY DEED RECORDED IN VOLUME 12610, PAGE 1397, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, AND ALL OF A CALLED 14,580 ACRES TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 34,772 ACRES TRACT OF LAND CONVERTED TO QUALICO DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2014044598, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND ALL OF A CALLED 34,772 ACRES TRACT OF LAND CONVERTED TO QUALICO DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2021152914, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS.



- LEGEND**
- ① SURVEYED POINT
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Tract	Area	Acres	Survey	Notes
1	14.341	14.341	Survey	Tract 1
2	14.580	14.580	Survey	Tract 2
3	14.725	14.725	Survey	Tract 3
4	14.875	14.875	Survey	Tract 4
5	15.025	15.025	Survey	Tract 5
6	15.175	15.175	Survey	Tract 6
7	15.325	15.325	Survey	Tract 7
8	15.475	15.475	Survey	Tract 8
9	15.625	15.625	Survey	Tract 9
10	15.775	15.775	Survey	Tract 10
11	15.925	15.925	Survey	Tract 11
12	16.075	16.075	Survey	Tract 12
13	16.225	16.225	Survey	Tract 13
14	16.375	16.375	Survey	Tract 14
15	16.525	16.525	Survey	Tract 15
16	16.675	16.675	Survey	Tract 16
17	16.825	16.825	Survey	Tract 17
18	16.975	16.975	Survey	Tract 18
19	17.125	17.125	Survey	Tract 19
20	17.275	17.275	Survey	Tract 20
21	17.425	17.425	Survey	Tract 21
22	17.575	17.575	Survey	Tract 22
23	17.725	17.725	Survey	Tract 23
24	17.875	17.875	Survey	Tract 24
25	18.025	18.025	Survey	Tract 25
26	18.175	18.175	Survey	Tract 26
27	18.325	18.325	Survey	Tract 27
28	18.475	18.475	Survey	Tract 28
29	18.625	18.625	Survey	Tract 29
30	18.775	18.775	Survey	Tract 30
31	18.925	18.925	Survey	Tract 31
32	19.075	19.075	Survey	Tract 32
33	19.225	19.225	Survey	Tract 33
34	19.375	19.375	Survey	Tract 34
35	19.525	19.525	Survey	Tract 35
36	19.675	19.675	Survey	Tract 36
37	19.825	19.825	Survey	Tract 37
38	19.975	19.975	Survey	Tract 38
39	20.125	20.125	Survey	Tract 39
40	20.275	20.275	Survey	Tract 40
41	20.425	20.425	Survey	Tract 41
42	20.575	20.575	Survey	Tract 42
43	20.725	20.725	Survey	Tract 43
44	20.875	20.875	Survey	Tract 44
45	21.025	21.025	Survey	Tract 45
46	21.175	21.175	Survey	Tract 46
47	21.325	21.325	Survey	Tract 47
48	21.475	21.475	Survey	Tract 48
49	21.625	21.625	Survey	Tract 49
50	21.775	21.775	Survey	Tract 50
51	21.925	21.925	Survey	Tract 51
52	22.075	22.075	Survey	Tract 52
53	22.225	22.225	Survey	Tract 53
54	22.375	22.375	Survey	Tract 54
55	22.525	22.525	Survey	Tract 55
56	22.675	22.675	Survey	Tract 56
57	22.825	22.825	Survey	Tract 57
58	22.975	22.975	Survey	Tract 58
59	23.125	23.125	Survey	Tract 59
60	23.275	23.275	Survey	Tract 60
61	23.425	23.425	Survey	Tract 61
62	23.575	23.575	Survey	Tract 62
63	23.725	23.725	Survey	Tract 63
64	23.875	23.875	Survey	Tract 64
65	24.025	24.025	Survey	Tract 65
66	24.175	24.175	Survey	Tract 66
67	24.325	24.325	Survey	Tract 67
68	24.475	24.475	Survey	Tract 68
69	24.625	24.625	Survey	Tract 69
70	24.775	24.775	Survey	Tract 70
71	24.925	24.925	Survey	Tract 71
72	25.075	25.075	Survey	Tract 72
73	25.225	25.225	Survey	Tract 73
74	25.375	25.375	Survey	Tract 74
75	25.525	25.525	Survey	Tract 75
76	25.675	25.675	Survey	Tract 76
77	25.825	25.825	Survey	Tract 77
78	25.975	25.975	Survey	Tract 78
79	26.125	26.125	Survey	Tract 79
80	26.275	26.275	Survey	Tract 80
81	26.425	26.425	Survey	Tract 81
82	26.575	26.575	Survey	Tract 82
83	26.725	26.725	Survey	Tract 83
84	26.875	26.875	Survey	Tract 84
85	27.025	27.025	Survey	Tract 85
86	27.175	27.175	Survey	Tract 86
87	27.325	27.325	Survey	Tract 87
88	27.475	27.475	Survey	Tract 88
89	27.625	27.625	Survey	Tract 89
90	27.775	27.775	Survey	Tract 90
91	27.925	27.925	Survey	Tract 91
92	28.075	28.075	Survey	Tract 92
93	28.225	28.225	Survey	Tract 93
94	28.375	28.375	Survey	Tract 94
95	28.525	28.525	Survey	Tract 95
96	28.675	28.675	Survey	Tract 96
97	28.825	28.825	Survey	Tract 97
98	28.975	28.975	Survey	Tract 98
99	29.125	29.125	Survey	Tract 99
100	29.275	29.275	Survey	Tract 100

BEING ALL OF A CALLED 75,710 ACRES TRACT OF LAND CONVERTED TO TARRANT WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021151000, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12601, PAGE 1392, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 39,216 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 39,216 ACRES TRACT OF LAND CONVERTED TO TARRANT WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 14,341 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 2021150999, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 1,000 ACRES TRACT OF LAND CONVERTED TO DOWGALLS WELLS BY DEED RECORDED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, ALL OF A CALLED 14,725 ACRES TRACT OF LAND (EXHIBIT A) CONVERTED TO DOWGALLS C. AND NANCY E. WELLS BY DEED RECORDED IN VOLUME 12610, PAGE 1397, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS, AND ALL OF A CALLED 14,580 ACRES TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 34,772 ACRES TRACT OF LAND CONVERTED TO QUALICO DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2014044598, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND ALL OF A CALLED 34,772 ACRES TRACT OF LAND CONVERTED TO QUALICO DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2021152914, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS.

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 Surveyors
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 Houston, Texas 77036
 Phone: 281.460.0000
 Fax: 281.460.0001
 Email: info@cbd-survey.com
 Website: www.cbd-survey.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Boards and Commissions Appointments

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Mayor's recommendations for the Boards and Commissions appointments.

BACKGROUND:

The Parks & Rec Advisory Board and the Historic Review Board both have vacancies. These appointments will be to fulfill the terms of those who resigned. Mayor McShan recommends appointing Nicholas Lealos to the Historic Review Board. Mayor McShan recommends appointing Melanie Martin and Crystie Shibley to the Parks & Rec Advisory Board.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Mayor's appointments.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Election of the Mayor Pro-Tem by City Council

DEPARTMENT: Executive

PROPOSED ACTION: The election of the City of Elgin Mayor Pro-Tem as prescribed by the City Charter.

BACKGROUND:

The election of the Mayor Pro Tem is a routine event occurring after every Regular City Council Election. As it relates to this election/appointment, the City Charter stipulates that "The mayor pro tem shall be a council member elected by the council at the first regular council meeting following each regular city election" and that "The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Election of the Mayor Pro-Tem by City Council

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Executive

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHMENTS:

None

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

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