



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 13, 2024
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**
2. **Presentation of the proposed FY2024-25 City of Elgin Annual Operating Budget**

VII. NEW BUSINESS

1. **CONSIDERATION OF A REQUEST BY CHICK-FIL-A TO WAIVE THE ITINERANT VENDOR LOCATION AND OPERATION DISTANCE PROHIBITION ALLOWING THE CHICK-FIL-A LOST PINES FOOD TRUCK TO OPERATE OUT OF THE ELGIN FIRST BAPTIST CHURCH PARKING LOT WHICH IS WITHIN ONE THOUSAND FEET (1000') OF TWO EDUCATIONAL FACILITIES AND TO WAIVE THE MANDATORY REQUIREMENTS FOR MOBILE STREET AND ITINERANT VENDORS PROHIBITING DRIVE-THRU(S) IN AN AREA THAT IS NOT A VENDOR COURT ALLOWING THEM TO OPERATE A DRIVE-THRU IN THE ELGIN FIRST BAPTIST CHURCH PARKING LOT.**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE KATY ELGIN, LP AND MAKING CERTAIN FINDINGS RELATED THERETO**

VIII. 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.

IX. RECONVENE

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

X. ANNOUNCEMENTS

XI. 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)229-3223. Please provide forty-eight hours notice when feasible.

I, Esmeralda Rangel, Assistant 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, August 9, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Esmeralda Rangel". The signature is written in a cursive style with a large, stylized "E" and "R".

Esmeralda Rangel, Assistant City Secretary



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: Presentation of the proposed FY2024-25 City of Elgin Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed or requested at this time; This item is for the formal presentation of the FY2024-25 Annual Operating Budget as proposed by the City Manager. The FY2024-25 Annual Budget will be considered for formal adoption at a future date (TBD by Council).

BACKGROUND:

Discussed at previous meetings; The proposed FY2024-25 *Annual Operating Budget* has been prepared and will be presented by the City Manager in accordance with the provisions of Article VII, Section 2 of the Elgin City Charter. The comprehensive document includes the staff-recommended spending plan for all city funds and departments for the fiscal year of October 1, 2024 through September 30, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive and consider the proposed FY2024-25 Annual Operating Budget as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

None

- {X} 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.
- { } 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: CONSIDERATION OF A REQUEST BY CHICK-FIL-A TO WAIVE THE ITINERANT VENDOR LOCATION AND OPERATION DISTANCE PROHIBITION ALLOWING THE CHICK-FIL-A LOST PINES FOOD TRUCK TO OPERATE OUT OF THE ELGIN FIRST BAPTIST CHURCH PARKING LOT WHICH IS WITHIN ONE THOUSAND FEET (1000') OF TWO EDUCATIONAL FACILITIES AND TO WAIVE THE MANDATORY REQUIREMENTS FOR MOBILE STREET AND ITINERANT VENDORS PROHIBITING DRIVE-THRU(S) IN AN AREA THAT IS NOT A VENDOR COURT ALLOWING THEM TO OPERATE A DRIVE-THRU IN THE ELGIN FIRST BAPTIST CHURCH PARKING LOT.

DEPARTMENT: Development Services

PROPOSED ACTION: Consider request for waiver of 1,000-foot distance and operation prohibition and drive-thru prohibition for the food truck to operate out of the Elgin First Baptist Church parking lot located at 13916 County Line Road. Hours of operation will be weekdays between 10 AM and 7 PM and the permit term requested is one year.

BACKGROUND:

The Chick-fil-A Lost Pines Food Truck operated out of the Frontier Bank property located at 121 Anderson Drive last year. This year they would like to operate out of the Elgin First Baptist Church parking lot located on County Line Road just south of the Elgin High School campus and north of Neidig Elementary School. One of the changes they are making is to operate the food truck as a drive-thru where patrons will be able to order and pay for their food while queued in a line and the food will be brought to them so there will be no need for patrons to park and exit their vehicle. Unfortunately, our Itinerant Vendor Ordinance prohibits them from operating within 1000-feet of an educational facility and operating a drive-thru on a property that is not a vendor court thus requiring the waiver.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Chick-fil-A Staff Report
2. Chick-fil-A Food Truck Appeal Request
3. 13916 County Line Road Map

4. Chick-fil-A site plan
5. Owner's Authorization Form

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

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



Development Services Department

STAFF REPORT

Itinerant Vendor Permit Appeal

Date: August 8, 2024
Applicant: Chick-fil-A Lost Pines Food Truck
Representative: Ryan Saum
Meeting Dates: City Council – August 13, 2024
Location: TCAD Parcel 839519 located at 13916 County Line Road

APPLICATION SUMMARY

Chick-fil-A applied for an Itinerant Vendor Permit to operate out of the First Baptist Church parking lot. The application was denied for two reasons:

1. Our code prohibits Itinerant Vendors within 1,000 feet of a hospital or educational facility ([Sec. 8-157-104 \(3\)](#))
2. Drive-thru(s) are only allowed in Vendor Courts ([Sec. 8-157.108. \(7\) c.\)](#))

Per [Sec. 8-157.171. - Appeals](#) they have 3 days to appeal to City Council.

DEPARTMENT COMMENTS

Section 8-157-100 -Definitions.

Drive-thru means an area designed to allow customers to place orders while remaining in their vehicles.

Vendor's court means an independent, specifically dedicated, and permanent facility where two or more mobile street or itinerant vendors may set up and operate in accordance with the city zoning code.

ATTACHMENTS

1. Appeal Letter
2. Map showing location of First Baptist Church Campus
3. Proposed site plan
4. Owner's Authorization Letter



Ryan Saum • RJS Hospitality Services, inc.
DBA Chick-fil-A Lost Pines Food Truck
721 Highway 71 W, Bastrop, TX 78602
Ryan.Saum@cfafranchisee.com
512-914-4318
August 7, 2024

Elgin City Council
310 N Main St.
Elgin, TX 78621

Dear Members of the Elgin City Council,

I hope this letter finds you well. I am writing to formally request the Council's approval for operating drive-thru service at our Chick-fil-A Lost Pines Food Truck, which is currently planned in the parking lot of First Baptist Church of Elgin (13916 County Line Rd, Elgin, TX 78621). We understand that the current city code prohibits drive-thru service if there are fewer than two vendors on the site, and we would like to respectfully appeal for an exception or a reconsideration of this specific ordinance. We also are seeking approval to operate our food truck within 1000 feet of Elgin High School.

The Chick-fil-A Lost Pines Food Truck has been an important part of the community over the years, providing quality food and exceptional service to residents and visitors alike. Our mobile operation has been met with enthusiastic support, and we are committed to maintaining the high standards that Chick-fil-A is known for. In response to customer feedback and to enhance the convenience of our service, we believe that a drive-thru would be a valuable addition to our operations.

While we understand the rationale behind the current code, we would like to present several points for the Council's consideration:

1. **Enhanced Customer Experience:** A drive-thru option would allow us to serve our customers more efficiently, especially during peak hours. This would reduce wait times and improve the overall customer experience, which aligns with our goal of providing convenient and accessible service to the community.
2. **Traffic Management:** We are committed to working with the city to ensure that the addition of a drive-thru does not negatively impact traffic flow or congestion in the area. We would be open to implementing any necessary traffic management measures that the Council might recommend. The new parking lot, however, would provide plenty of space to never have traffic overflow into the main road.
3. **Community Benefit:** The convenience of a drive-thru could attract more patrons, benefiting not only our operation but also the local economy. We believe that this could lead to increased foot traffic in the area, potentially benefiting other local businesses as well.
4. **Flexibility and Adaptability:** In these rapidly changing times, especially in light of public health concerns, drive-thru services have become increasingly important for minimizing contact and ensuring safety for both customers and staff. This adaptability is essential for meeting the current needs of the community.

The leadership team at First Baptist Church of Elgin is in full support of our plan and wanted to have me share that their recent announcement of our presence was their highest-reached social media post ever. They are willing to speak with anyone necessary to share their perspective of our plan.

We recognize and respect the need for regulations to maintain order and quality of life in the city. However, we believe that a drive-thru at our location would be a positive addition that aligns with the interests of the community and the goals of local governance. Currently, we are only planning to visit towns that allow drive-thru service.

We are eager to work closely with the City Council and any relevant departments to address concerns and find a solution that meets the needs of all. We would greatly appreciate the opportunity to discuss this matter further and explore potential pathways for approval. We look forward to the opportunity to continue serving the Elgin community in an even more efficient and customer-friendly manner.

Sincerely,

Ryan Saum • RJS Hospitality Services, inc.
DBA Chick-fil-A Lost Pines Food Truck
721 Highway 71 W, Bastrop, TX 78602
Ryan.Saum@cfafranchisee.com
512-914-4318
August 7, 2024

Ryan Saum
Owner/Operator
Chick-fil-A Lost Pines Food Truck



First Baptist Church Campus
13916 County Line Road

406 30.362 Degrees

[illegible]

To Whom It May Concern:

We give permission to the Chick-fil-A Lost Pines Food Truck to conduct Drive Thru operations on our property on weekdays anytime between the hours of 10am – 7pm. They also have use of our restroom facilities. We understand that no water, power, or wastewater uses will be needed.

With Care,

First Baptist church Elgin

Property Owner

Kathrin Carter

Printed Name

Kathrin Carter

Signature

August 5, 2024

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE KATY ELGIN, LP AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution approving and authorizing a Development Agreement between the City and The Katy Elgin, LP, a Texas limited partnership, regarding the development of an affordable rental housing project.

BACKGROUND:

Discussed at previous meetings; The Katy Elgin, LP, a Texas limited partnership owns (or has an option on) approximately three (3) acres of land located at 602 West 2nd Street within the city limits and intends to construct a development of affordable rental housing including approximately one hundred fifty (150) units.

Following a comprehensive due diligence process, staff is now recommending a Development Agreement for this project which shall be binding upon both parties.

As the project constitutes a unique in-fill project within an established neighborhood, it is in the mutual interests of The Katy 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.

The staff and developer were able to reach an initial agreement on all but one issue relating to this project: Off-Street Parking. City code requires 306 off-street parking spaces for this project. In this location; while the developer's initial plan included only 256 - a shortage of 50 off-street parking spaces.

The City Council voted to deny the requested Variance at its August 6 meeting.

The staff and Developer continued discussions and have now reached agreement on modifying the Development Agreement and requested Variance as follows:

- "The Concept Plan for the Project includes two hundred sixty-eight (268) off-street vehicle parking spaces, which is thirty-eight (38) parking spaces (12%) less than the three hundred six (306) off-street vehicle parking spaces required for the Project per Code" and;

- "Further, at issuance of the applicable construction permit, the Developer shall pay the City a one-time permit fee of \$200,000 for street improvements on Avenue B." *(in addition to the \$200k already committed)*

Included in the meeting packet is a copy of the revised Development Agreement as proposed.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of a Resolution approving the Development Agreement as presented between the City and The Katy Elgin, LP, approving and authorizing the development of affordable rental housing including approximately one hundred fifty (150) units at 602 West 2nd Street with the off-street parking variance as requested by the developer; and further direction to staff, if any, regarding same.

ATTACHMENTS:

1. RESOkatyDA824
2. Exhibit B R1
3. 2024.05.30_The Katy @ Elgin Parking Analysis
4. The Katy - Development Agreement FINAL FINAL (002)

{X} 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.

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE KATY ELGIN, LP
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, city staff has reviewed and negotiated a conceptual plan with The Katy Elgin, LP, a Texas limited partnership for the development of certain real property on West Second Street within the city limits; and,

WHEREAS, The Katy Elgin, LP, a Texas limited partnership, has proposed a development of affordable rental housing including approximately one hundred fifty (150) units to be located at 602 West 2nd Street in the City of Elgin, Texas, which development is named The Katy; and,

WHEREAS, the city staff is now recommending a Development Agreement with The Katy Elgin, LP, to memorialize for the record terms and conditions for development of said property.

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 *Development Agreement* with The Katy Elgin, LP, 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 6th day of August, 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

DEVELOPER'S AGREEMENT EXHIBT

FOR

THE KATY AT ELGIN

ELGIN, TEXAS

PRESENTED BY:

THE KATY ELGIN, LP



Know what's below.
Call before you dig.

CONSULTANT CONTACT LIST:

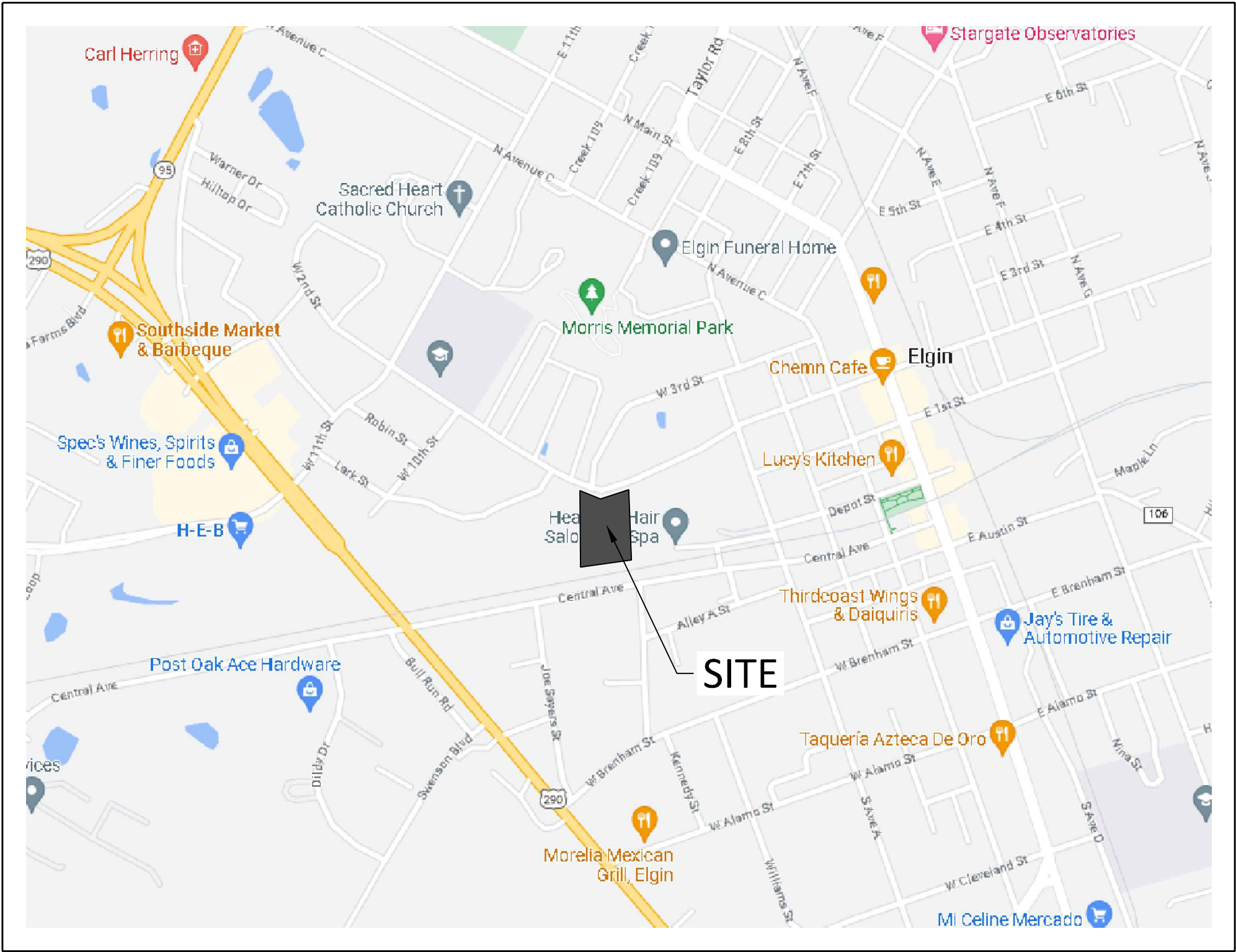
OWNER
GINTX VILLAGE, LLC
1701 EVERGREEN AVE., SUITE 2
AUSTIN, TX 78704

CIVIL ENGINEER
SAMBATEK
13355 NOEL RD, SUITE 1100
DALLAS, TX 75240
TEL 972-830-3190
EMAIL: TMONDOK@SAMBATEK.COM
CONTACT: TRAVIS MONDOK PE, CFM

DEVELOPER
THE KATY ELGIN, LP
9 GREENWAY PLAZA, SUITE 1250
HOUSTON, TX 77046
TEL: 516-805-4696
EMAIL: KT@IVYCOS.COM
CONTACT: KEVIN TISEO

SURVEYOR
SAMBATEK
13355 NOEL RD, SUITE 1100
DALLAS, TX 75240
TEL 972-532-9170
EMAIL: LRYON@SAMBATEK.COM
CONTACT: LONDON RYON, RPLS

GEOTECHNICAL
SCIENCE ENGINEERING, LTD.
P.O. BOX 2048
NEDERLAND, TX 77627
TEL:409-982-0686
EMAIL: YOUSEF RAHMANI
CONTACT: YOUSEF@SCIENCE-ENGINEER.COM



VICINITY MAP
NO SCALE

BENCHMARKS

BM NO. 1
"X" CUT
N: 10102468
E: 3229011
ELEV.=561.239

BM NO. 2
"X" CUT
N: 10102537
E: 3229174
ELEV.=557.241

BM NO. 3
"X" CUT
N: 10102541
E: 3229301
ELEV.=556.65

SITE INFORMATION

ZONING: C-2 COMMERCIAL
FEMA MAP ID: 48021C0075E
LOCATED IN "ZONE X" OF MINIMAL FLOOD HAZARD

NOTE:
PER C-2 ZONING, THE MAXIMUM BUILDING HEIGHT IS 50'.

PROPOSED BUILDING HEIGHT:
THE HEIGHT OF THE BUILDING IS 45'-9 5/8" TO THE FLAT PORTION OF THE ROOF THAT SUPPORTS THE MECHANICAL EQUIPMENT. THE AVERAGE HEIGHT OF THE DECORATIVE PITCHED MANSARD ROOF, WHICH IS UTILIZED PRIMARILY FOR SCREENING OF THE ROOFTOP MECHANICAL EQUIPMENT, IS APPROXIMATELY 54'- 5 13/16".

SHEET INDEX

SHEET	DESCRIPTION
C1.01	TITLE SHEET
A1.01	PROJECT & PARKING SUMMARY
A1.02	SITE PLAN
A1.03	AMENITY CENTER
A1.04	ROOF PLAN
A1.05	BUILDING ELEVATION
A1.06	BUILDING ELEVATION

All concepts, plans, details, and descriptions shown on this sheet are not approved or considered approved for the purposes of permitting, construction, etc. unless specifically listed in Exhibit C by variance. Exhibit B is for informational purposes only and is not a submittal for approval.

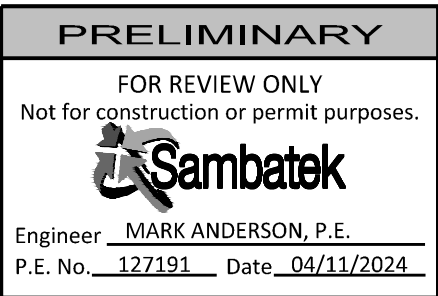
GOVERNING SPECIFICATIONS

CITY OF ELGIN, TX SPECIFICATIONS (2019)

ALL CONSTRUCTION ACTIVITIES SHALL MEET THE CITY OF ELGIN CONSTRUCTION STANDARDS

NO	DATE	BY	CKD	APPR	COMMENT

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PRELIMINARY
04/11/2024
DESIGN REVIEW

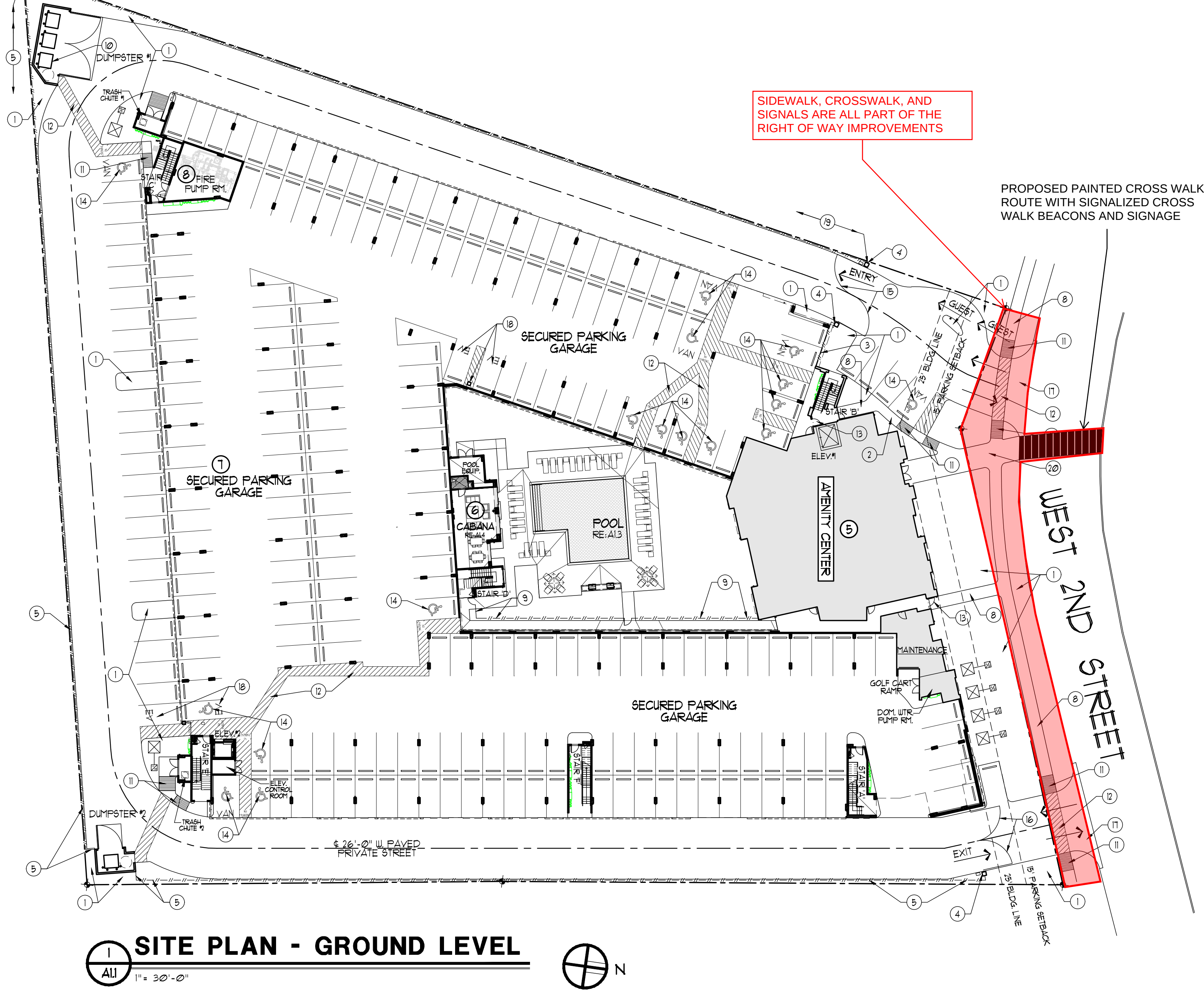
PERMIT SUBMITTAL
04/17/2024
CONSTRUCTION DOCUMENTS

DRAWN BY
MRG
DESIGNED BY
MA
CHECKED BY
MA
PROJECT NO.
51774

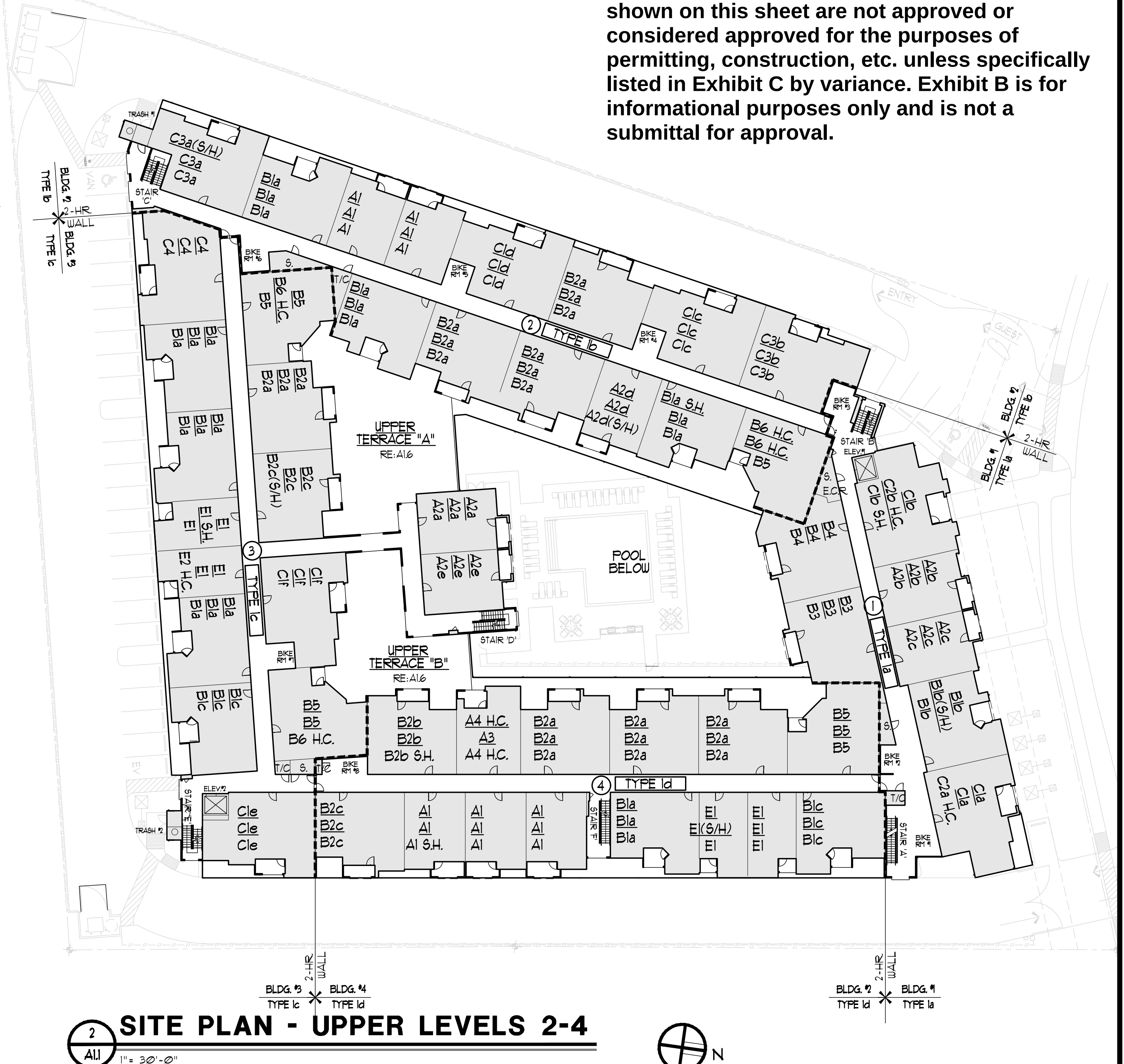


TITLE SHEET	SHEET
THE KATY ELGIN, LP THE KATY AT ELGIN ELGIN, TEXAS	C1.01

EXHIBIT B



1 SITE PLAN - GROUND LEVEL
1" = 30'-0"



2 SITE PLAN - UPPER LEVELS 2-4
1" = 30'-0"

Area Summary:

L2 Net Rentable Area	46,742 s.f.
L3 Net Rentable Area	46,742 s.f.
L4 Net Rentable Area	46,742 s.f.
Total Net Rentable Area	140,226 s.f.
L1 Gross Building Area	68,834 s.f.
L2 Gross Building Area	61,636 s.f.
L3 Gross Building Area	61,636 s.f.
L4 Gross Building Area	61,636 s.f.
Total Gross Building Area	253,922 s.f.
Podium Area	68,335 s.f.

Parking Summary:

Parking Required:		
45 Efficiency/One Bedroom Units @ 150 cars/unit =	6750 cars	
18 Two Bedroom Units @ 200 cars/unit =	3600 cars	
21 Three Bedroom Units @ 250 cars/unit =	5250 cars	
Total	25500 cars	

Guest Parking @ 5% =	1275 cars	
Total Parking Required	30750 cars	

Parking Provided:	Van Accessible	HC Accessible	Standard	Total
Garage Covered Parking	4	10	205	219 cars
Garage Covered EV Parking	0	1	2	3 cars
Open EV Parking (secured)	0	0	23	24 cars
Open EV Parking (unsecured)	0	1	1	2 cars
Open Parking (non-secured)	1	0	0	1 car
Total Parking Spaces	6	11	235	252 cars

Bicycle Parking in Building:	
9-Bikes per Room x 8 Rooms per floor =	72 bikes
72 Bikes per floor x 3 floors =	216 bikes
Car Parking equivalent @ 4 bikes/car	54 cars
Total Parking Spaces Provided	306 cars

PROJECT SUMMARY:

Apartments:

Type	Description	Qty.	Area
E1	Efficiency	11	588 s.f.
E2	Efficiency H.C.	1	588 s.f.
Total One Bedroom Units		12 Units	1056 s.f.
A1	One Bedroom, 1 Bath	15	689 s.f.
A2	One Bedroom, 1 Bath	15	731 s.f.
A3	One Bedroom, 1 Bath	1	781 s.f.
A4	One Bedroom, 1 Bath H.C.	2	781 s.f.
Total One Bedroom Units		33 Units	23,751 s.f.
B1	Two Bedroom, 2 Bath	30	959 s.f.
B2	Two Bedroom, 2 Bath	30	1,020 s.f.
B3	Two Bedroom, 2 Bath	3	1,025 s.f.
B4	Two Bedroom, 2 Bath	3	1,081 s.f.
B5	Two Bedroom, 2 Bath	8	1,081 s.f.
B6	Two Bedroom, 2 Bath H.C.	4	1,081 s.f.
Total Two Bedroom Units		78 Units	70,180 s.f.
C1	Three Bedroom, 2 Bath	16	1,173 s.f.
C2	Three Bedroom, 2 Bath H.C.	2	1,173 s.f.
C3	Three Bedroom, 2 Bath	6	1,174 s.f.
C4	Three Bedroom, 2 Bath	3	1,222 s.f.
Total Three Bedroom Units		27 Units	31,824 s.f.
Apartments Total		150 Units	140,211 s.f.
Maintenance			490 s.f.
Amenity Center			6,016 s.f.
Project Total			147,323 s.f.

SIGHT AND HEARING ADAPTABLE UNITS:

(RE: GENERAL NOTE #2)

- Visual smoke alarm. A hardwired smoke alarm system consisting of interconnected signaling devices with an audible and visual alarm signal in each sleeping room, and an audible and visual alarm signal outside of the sleeping rooms. Locations of other audible alarms comply with Texas Property Code (see Section 3A). If a door separates an interior living space (not including bathrooms) from the visual signal source, an additional visual signal device serves that area. Multiple visual signal ranges do not overlap. Local or state fire code requirements are observed regarding visual alarm height from floor, distance from the ceiling, light pulse characteristics, and alarm locations.
- Telephone. A telephone jack with system interface wiring capable of supporting voice and TTY communication with public use system, electric outlet next to the telephone jack as needed to power messaging devices.
- Doorbell. A hardwired electric doorbell system with an activation button at the primary entrance, initiating a strobe light & an audible signal centrally located within the living space, approximately 80" above the floor. If strobes are located in a bedroom, provide a deactivation switch.
- Switch and outlet cover plates. Electric switch, receptacle and cover plate color and shade for contrast to stand out from the color and shade of the surrounding wall surfaces.
- Provide a 180° peephole viewer on the unit entry door, 48" AFF.

CIVIL NOTES:

- Civil Engineer to provide electronic drawing file for dimensional control.
- Refer to Civil sheets for dimension locations, slopes and elevations of all buildings, sidewalks, ramps, driveways, parking spaces, and curbs.
- Maintain Accessible Route typical throughout as required by Fair Housing and The Texas Accessibility Standards. Handicapped Parking stalls and access aisles to have maximum 1:50 slope. Provide flush transition from parking to sidewalks to entry porch slabs, maximum 1:20 slope in direction of travel along accessible route (max. 1:50 cross-slope). Maximum 1:50 slope within 60" of entry doors. Provide accessible level change at thresholds. Provide striped crosswalks at driveways as shown.
- All curbs shown to face of curb.

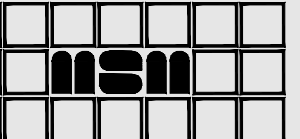
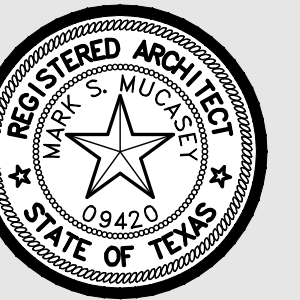
NOTES TO SHEET ALL:

(Shown with round targets)

- Landscaping with 6" concrete curbing @ all edges.
- 4'-0" W. concrete sidewalk.
- 6'-0" H. metal painted picket fence per 2/A12, with 3'-0" W. pedestrian gate per 3/A12.
- 1'-6" x 1'-6" x T-3" H. brick column per 1/A12.
- 7'-0" H. wood fence, 1x6 cedar pickets, 2x6 treated cap, 4x4 treated posts set in concrete, 2x10 treated rot board at base. (RE: 6/A12). Fence on top of Retaining wall where occurs. Re: Civil. Re: Structural for Details.
- Guest telephone (with voice & TTY communication) at island to operate entry gate.
- Not Used.
- 5'-0" W. concrete sidewalk.
- Painted metal picket fence: 4'-1" at Pool with 3'-0" W. gate per 4/A12.
- Dumpster enclosure per 8/A12.
- 6'-0" L. 1:12 slope handicap access curb-ramp with pea gravel topping at entire surface. 1:50 max. side slope (typ). Public curb ramps to be T-6" L. 1:15 slope with truncated domes for 24" in the direction of travel.
- Handicap access crosswalk, 1:20 max. slope, 1:50 max. side slope.
- 3'-0" W. x 6'-0" H. pedestrian gate with call box for guests, per 3/A12.
- Handicap accessible parking space 8'-0" W. with 5'-0" W. access aisle, 11'-0" W. space at Van Accessible cars, provide signage on pole at head of stall per T.A.S. details.
- Painted metal picket limited access ENTRY swing gate, 13'-0" W. x 6'-0" H. with adjacent swing panel; 13'-0" W. x 6'-0" H. operated by remote control or guest tel. Provide 911 Fire Department knock box. RE: 1/A12.
- Painted metal picket limited access EXIT swing gate, 13'-0" W. x 6'-0" H. with adjacent swing panel; 13'-0" W. x 6'-0" H. operated by exit loop under pavement. Provide 911 Fire Department knock box. RE: 1/A12.
- New Concrete curb out per City of Elgin standards, RE: Civil.
- Electric vehicle charging pedestal & parking stalls.
- 6'-0" H. brick screening wall on retaining wall. Re: Civil for retaining wall locations. Re: Structural for details.
- 10'-0" W. concrete sidewalk.

Indicates fire rated assembly. Refer to Assembly Legend on Sheet A102.

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MUCASEY & Associates
Architects

4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Email:
office@mucaseyarchitects.com

THE KATY AT ELGIN
A Multi-Family Community
Elgin, TX
Job No. 2315

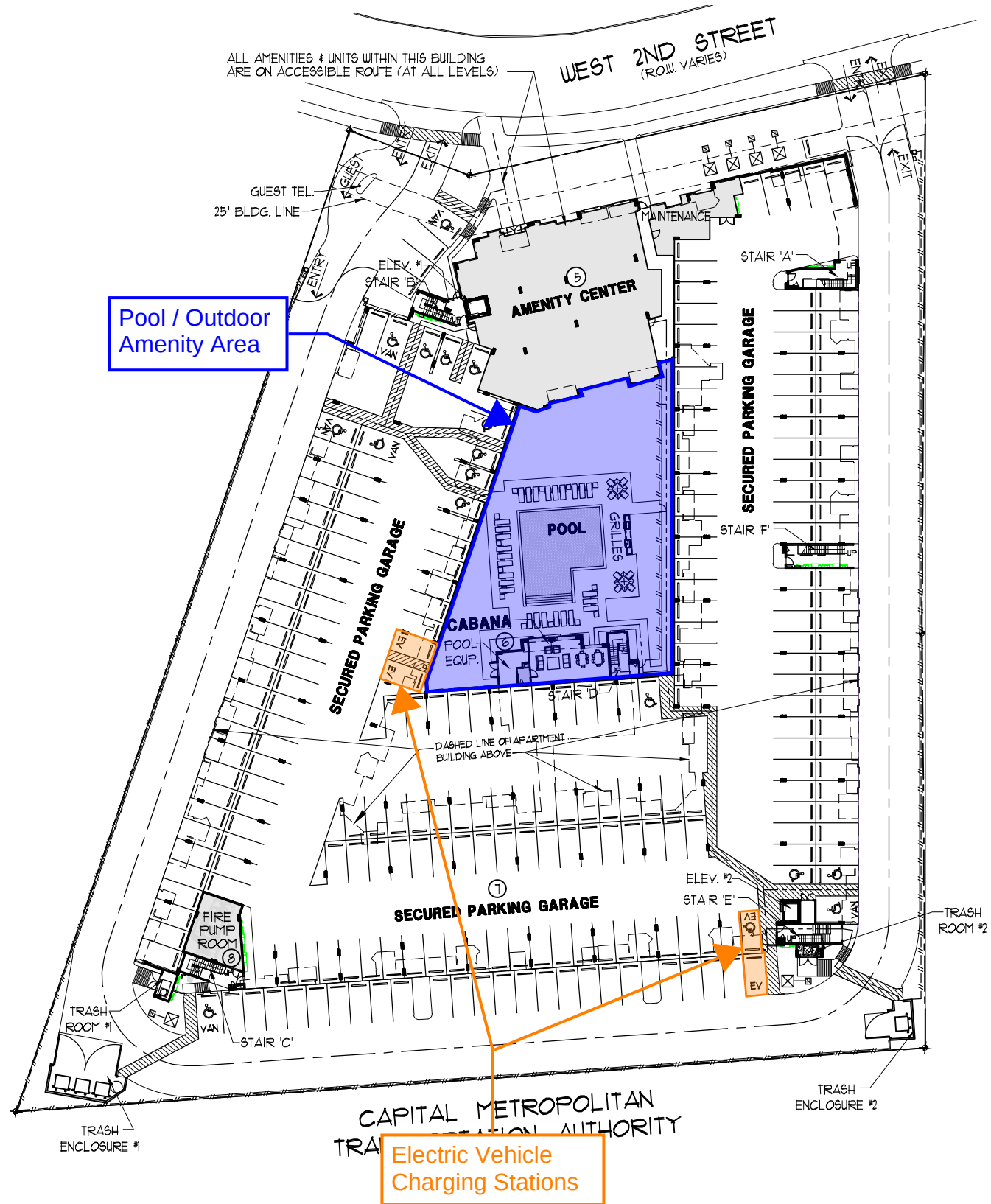
CLIENT REVIEW
Date: 05-12-23, 05-13-23, 05-14-23
SITE REVISIONS
Date: 05-17-23, 05-25-23
PARKING & AREA REVISIONS
Date: 05-29-23, 06-02-23, 1-04-24
ISSUE TO ENGINEERS
Date: 01-19-24
SITE REVISIONS
Date: 02-06-24
PRICING ISSUE
Date: 03-01-24
VALUE ENGINEERING REV.
Date: 04-04-24
ISSUE FOR PERMIT
Date: 04-17-24

MEP NOTES:

- Locations of all appliances and fixtures to be governed by Architectural drawings.
- Provide underground electrical & telephone conduits & supplies to all vehicular gates shown on I/A11.
- MEP drawings to show locations of transformers, electrical meters & panels, water meters, gas meters, cable T.V., & telephone. Electrical meters and Condensers shown on Architectural Site Plan are for design purpose only and are subject to coordination with MEP Engineer.

SHEET
A1.01

EXHIBIT B



SITE PLAN - LEVEL 1

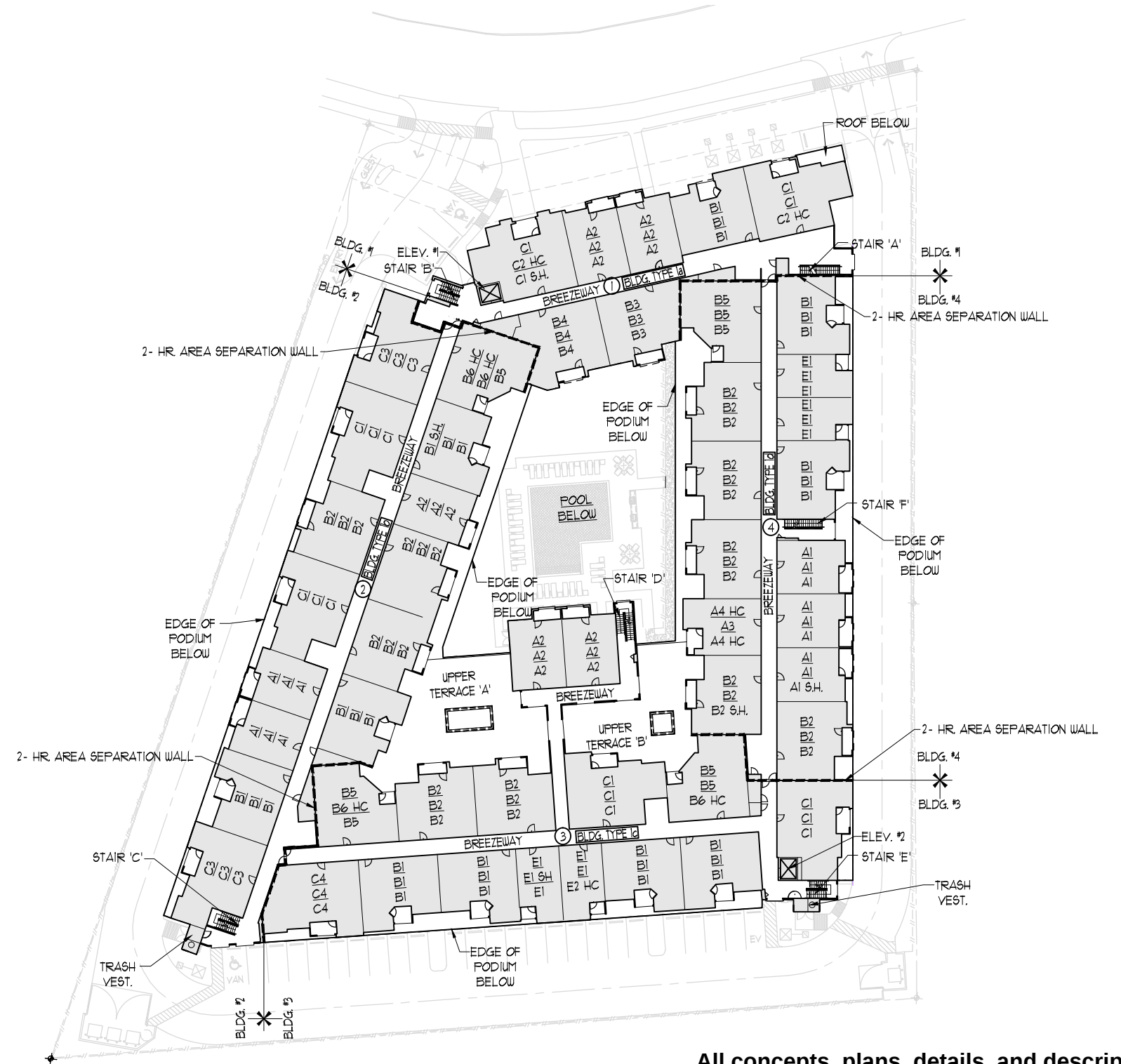
The Katy At Elgin

Mucasey & Associates, Architects



H.C. INDICATES MOBILITY IMPAIRED UNIT, S/H INDICATES SIGHT/HEARING IMPAIRED UNIT
NOTE: STRUCTURE IS COMPRISED OF 1 DISTINCT BLDGS, #1, #2, #3, #4, #5, #6 AND #7 SEPARATED BY TWO-HOUR
CONCRETE PODIUM FLOOR AND TWO-HOUR AREA SEPARATION WALLS.
PROPERTY AREA: 2.8802 ACRES
FLOOD MITIGATION WILL NOT BE REQUIRED FOR THIS SITE
NOTE: PROPERTY WITHIN UNSHADED ZONE "X" (OUTSIDE 0.2% ANNUAL CHANCE FLOOD PLAIN)
STORMWATER DETENTION TO BE UNDERGROUND WITHIN PARKING AREA

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



SITE PLAN - LEVELS 2-4

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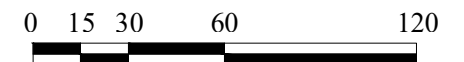
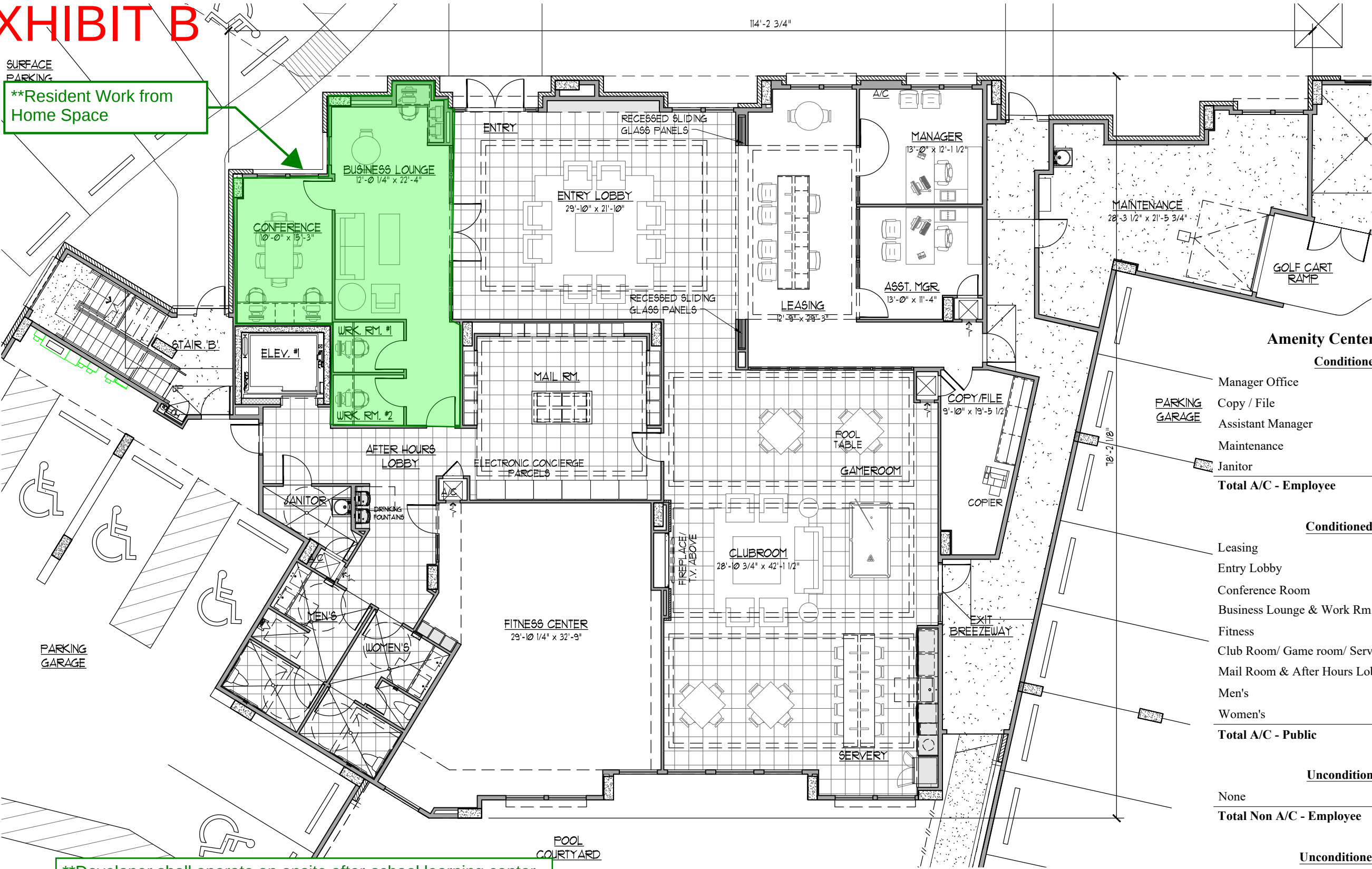


EXHIBIT B



Amenity Center (Bldg. #5) Common Areas

Conditioned Space -Employee Only

Manager Office	183 s.f.
Copy / File	173 s.f.
Assistant Manager	167 s.f.
Maintenance	504 s.f.
Janitor	75 s.f.
Total A/C - Employee	1,102 s.f.

Conditioned Space - Tenant Accessible

Leasing	449 s.f.
Entry Lobby	704 s.f.
Conference Room	180 s.f.
Business Lounge & Work Rm	464 s.f.
Fitness	771 s.f.
Club Room/ Game room/ Servery	1,343 s.f.
Mail Room & After Hours Lobby	678 s.f.
Men's	160 s.f.
Women's	160 s.f.
Total A/C - Public	4,909 s.f.

Unconditioned Space - Employee Only

None	0 s.f.
Total Non A/C - Employee	0 s.f.

Unconditioned Space - Tenant Accessible

Exit Breezeway	470 s.f.
Total Non A/C - Public	470 s.f.

Total Amenity Center Area 6,481 s.f.

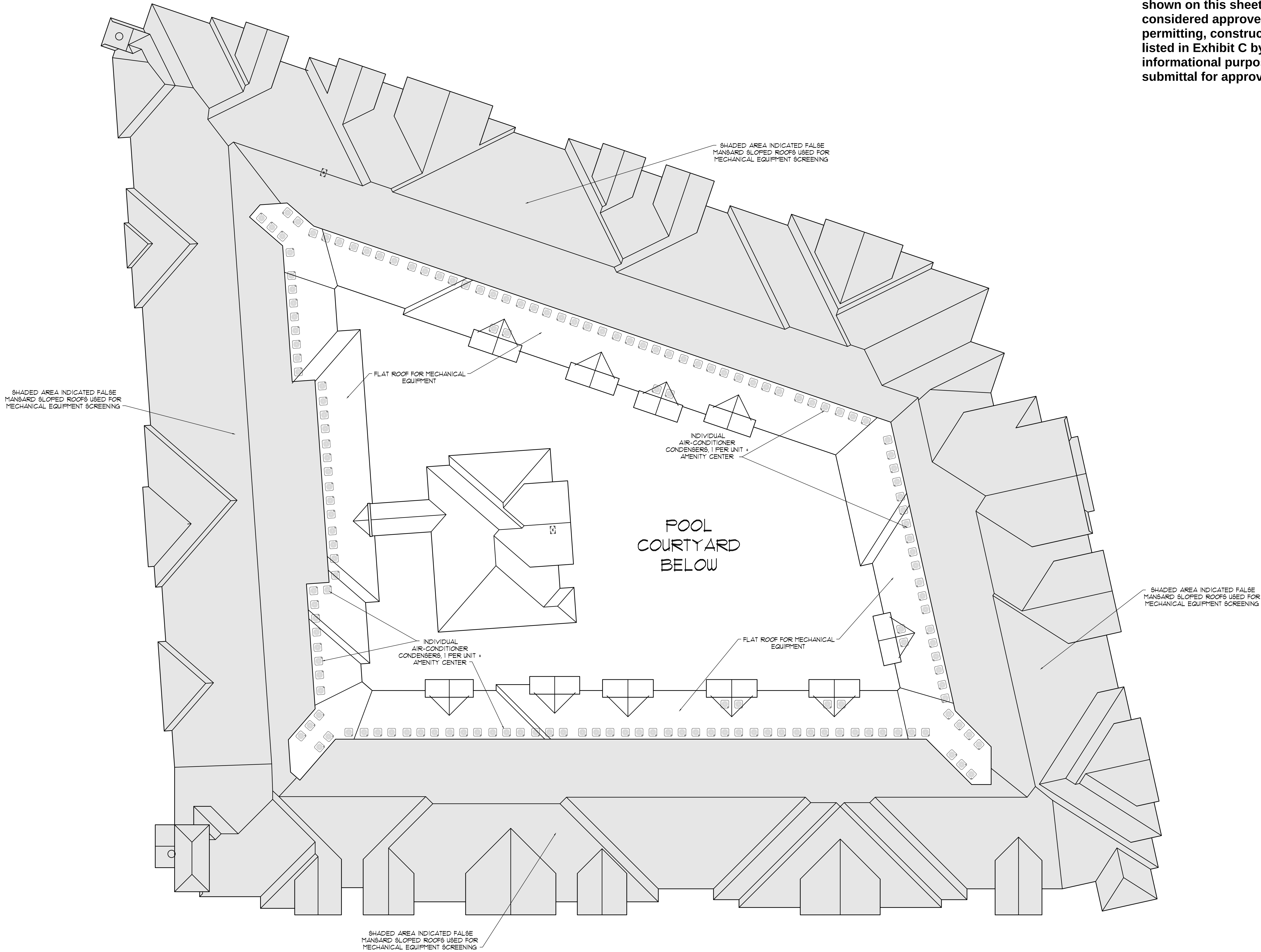
**Developer shall operate an onsite after-school learning center for a minimum 15 hours a week providing, at a minimum, homework assistance, tutoring, test preparation, assessments and remediation of skill deficiencies.

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AMENITY CENTER - 1st Floor Plan

The Katy At Elgin
Mucasey & Associates, Architects

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BUILDING HEIGHT STUDY ROOF PLAN SHOWING FLAT ROOF & FALSE MANSARD SLOPED ROOFS SCREENING MECHANICAL EQUIPMENT

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BUILDING HEIGHT STUDY FROM NORTHWEST EXTERIOR CORNER OF BUILDING

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BUILDING HEIGHT STUDY IN COURTYARD SHOWING FLAT ROOF FOR MECHANICAL EQUIPMENT IN
A SECTION CUT THROUGH THE POOL COURTYARD MIDDLE

May 30, 2024

Re: The Katy at Elgin Residential Development – Parking Demand Analysis
Elgin, Texas

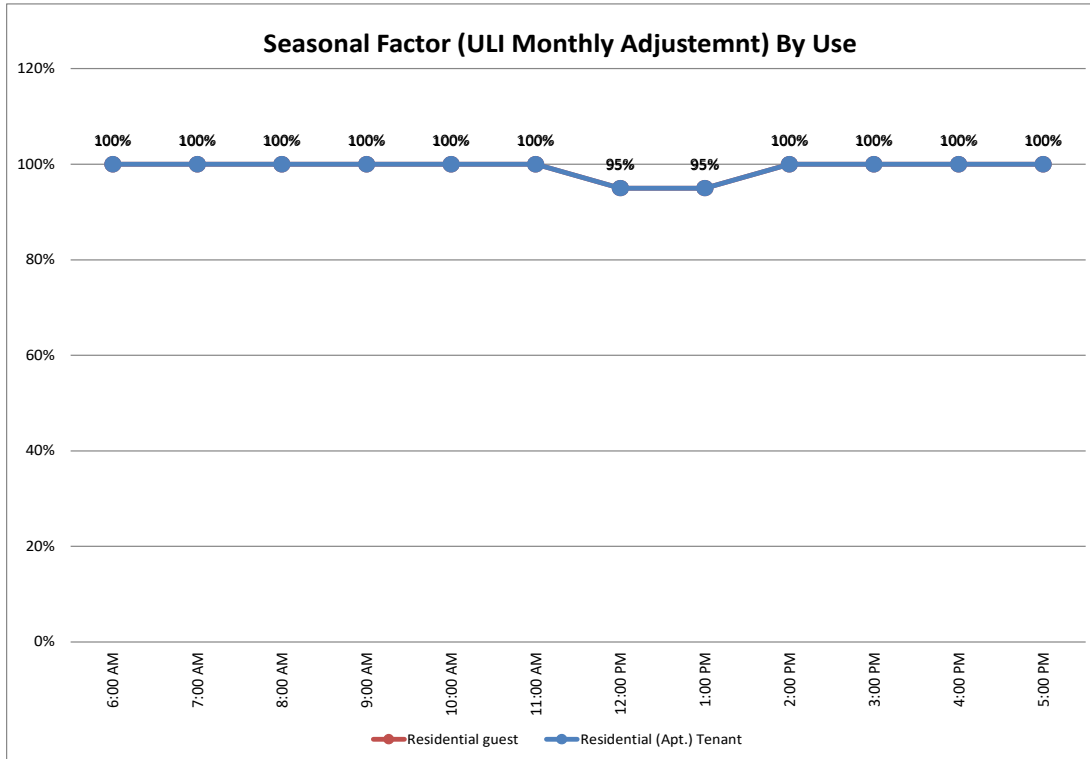
WEEKDAY DEMAND										
Peak Weekday Demand - MIDNIGHT										
Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor		Shared Demand	Stand Alone Demand	% of Non-Shared
Apartment	282 beds	x 0.90 /beds	x 0.92	x 1.00	x 100%	x 100%	=	233	254	92%
Apartment Guest	150 units	x 0.10 /units	x 0.95	x 1.00	x 100%	x 50%	=	7	15	48%
TOTAL DEMAND								241	269	90%
Demand With Recommended 5% Buffer								252		
Number of parking spaces provided								252		
Parking Surplus (Deficit)								0		

WEEKEND DEMAND										
Peak Weekend Demand - MIDNIGHT										
Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor		Shared Demand	Stand Alone Demand	% of Non-Shared
Apartment	282 beds	x 0.90 /beds	x 0.90	x 1.00	x 100%	x 100%	=	228	254	90%
Apartment Guest	150 units	x 0.10 /units	x 0.90	x 1.00	x 100%	x 50%	=	7	15	45%
TOTAL DEMAND								235	304	77%
Demand With Recommended 5% Buffer								247		
Number of parking spaces provided								252		
Parking Surplus (Deficit)								5		

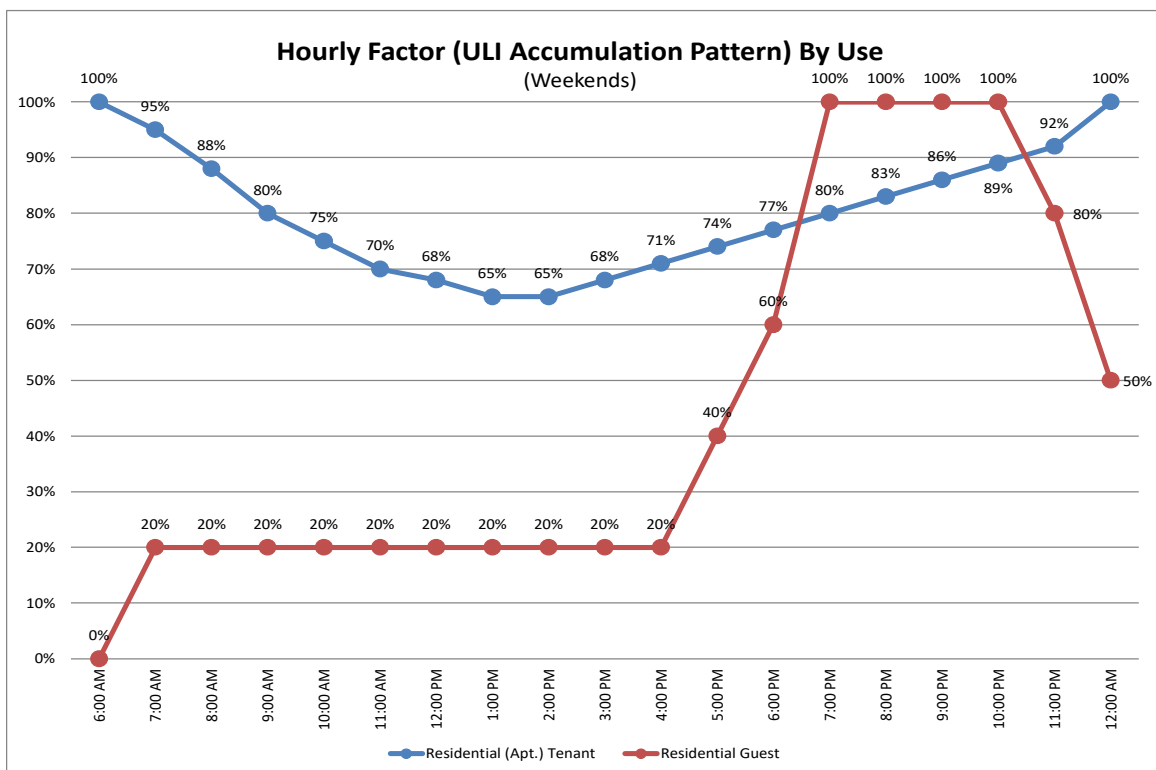
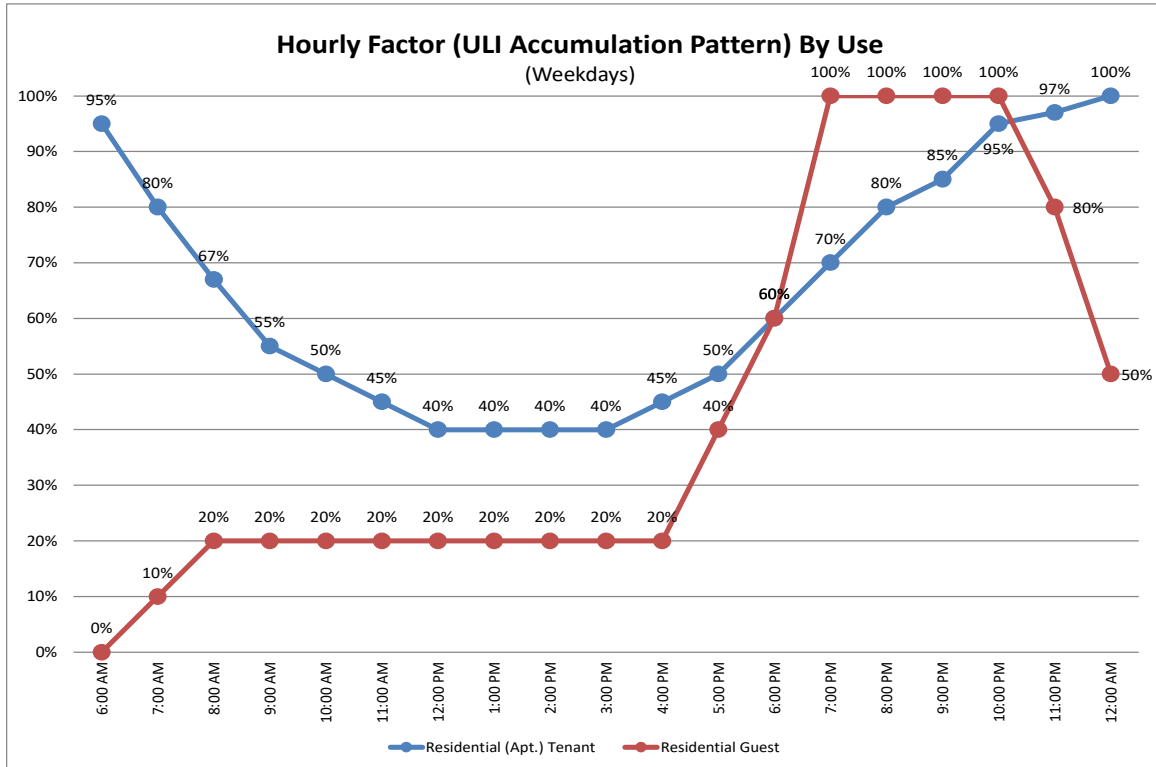
The following report summarizes shared parking analysis for The Katy at Elgin residential development in Elgin, Texas. The analysis is based on methodologies established in the Urban Land Institute's 2020 Shared Parking study. As published in the ULI's report, "...combinations of land uses require less parking than the same land uses in freestanding locations". Shared parking analysis adjusts typical free-standing parking generation rates (expressed as the number of spaces required per unit of land use) for four factors that influence accumulation patterns:

1. **DRIVE RATIO** (mode split) factors adjust parking requirements to reflect various modes of transportation to/from the site, such as walk up, bike, bus, rubber tire shuttle, and ridesharing. A factor of 85% indicates 85 of 100 trips to the site occurred in a vehicle that will park on site. The drive ratio factor is adjusted for each individual use during the weekday and weekend. HWA Parking used data generated by the U.S. Census Bureau to make adjustments to the drive ratio.
2. **CAPTIVE MARKET** factors adjust gross parking requirements to recognize that patrons are frequently parked for more than one land use, and do not require a space. (i.e. the office worker who is going to lunch down stairs does not simultaneously require a space at his office and restaurant).

3. **SEASONAL FACTORS** adjust generation rates to reflect seasonal variation in land uses, and therefore parking patterns (i.e. retail patronage does not peak in the summer time, but movie attendance does). The chart (right) represents the ULI seasonal factors by use. ULI season factors were used in this analysis.

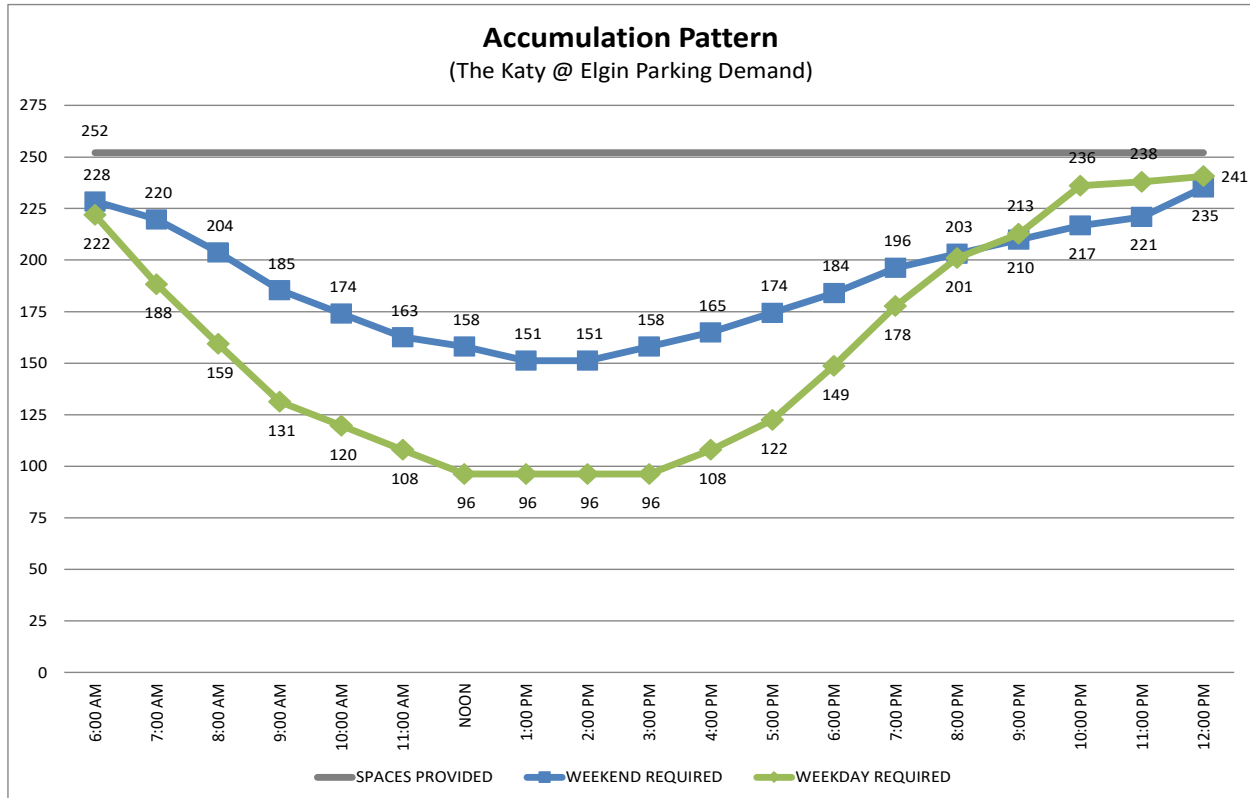


4. **HOURLY FACTORS** adjust parking rates to reflect accumulation patterns throughout the day to recognize that land uses do not simultaneously generate demand for parking at the same time (i.e. residential parking requirements peak at night when offices need very few, if any, spaces). The charts below represent the hourly factors, by use, for weekday and weekends.



Shared parking methodology multiplies free-standing generation rates by the previous adjustment factors to identify the number of spaces required at each hour of the day, for each month of the year on weekdays and weekends.

The chart below represents The Katy @ Elgin hourly accumulation demand for weekday (green) and weekend (blue). The dark grey line represents the current parking supply for the residential development.



Based on the development program for The Katy at Elgin, the anticipated mix of land uses will peak at 241 vehicles at MIDNIGHT on weekdays. The table on the summary page identifies the number of vehicles generated by each use that will be on-site at the peak time.

We recommend providing at least 5% more spaces than required for the design day. The buffer will help people find a space, enhance the perception of adequate parking for 50 weeks of the year, and help accommodate higher demand on peak days. The anticipated parking demand numbers above do not include the recommended 5% buffer. Total parking demand, with buffer included, is 252 spaces needed to satisfy the development program. The development has a parking supply of 252 spaces to meet the parking analysis recommendation at the peak demand time.

Please feel free to let us know if you have any questions or require any additional information.

Sincerely,

HWA PARKING
strickland | jamail

Troy Jamail | Principal

The Katy @ Elgin Residential Development (Elgin, TX)

Shared Parking Calculations - ULI Generation Rates with Market Adjustments

May 30, 2024

WEEKDAY DEMAND

Peak Weekday Demand - MIDNIGHT

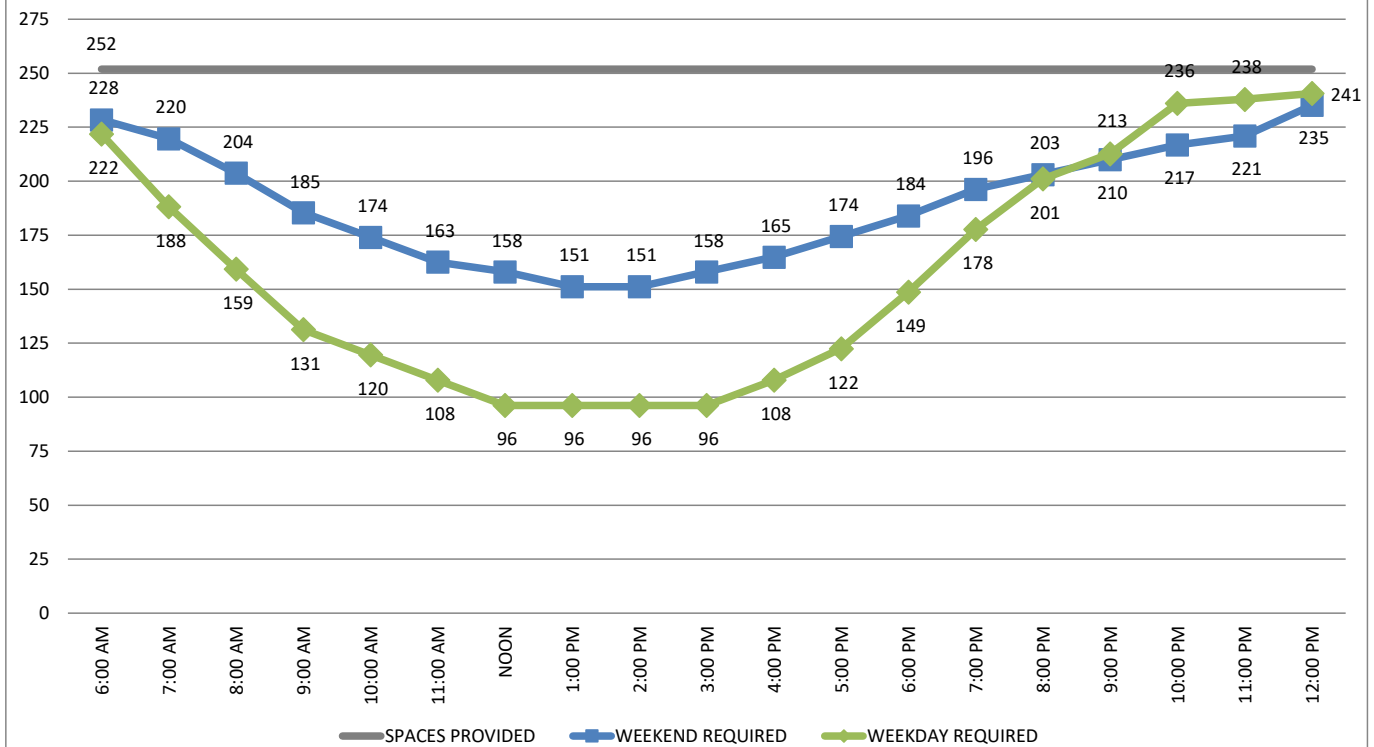
Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Apartment	282 beds	x 0.90 /beds	x 0.92	x 1.00	x 100%	x 100% =	233	254	92%
Apartment Guest	150 units	x 0.10 /units	x 0.95	x 1.00	x 100%	x 50% =	7	15	48%
TOTAL DEMAND							241	269	90%
Demand With Recommended 5% Buffer							252		
Number of parking spaces provided							252		
Parking Surplus (Deficit)							0		

WEEKEND DEMAND

Peak Weekend Demand - MIDNIGHT

Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Apartment	282 beds	x 0.90 /beds	x 0.90	x 1.00	x 100%	x 100% =	228	254	90%
Apartment Guest	150 units	x 0.10 /units	x 0.90	x 1.00	x 100%	x 50% =	7	15	45%
TOTAL DEMAND							235	304	77%
Demand With Recommended 5% Buffer							247		
Number of parking spaces provided							252		
Parking Surplus (Deficit)							5		

Accumulation Pattern
(The Katy @ Elgin Parking Demand)



**DEVELOPMENT AGREEMENT AMONG
CITY OF ELGIN, TEXAS AND THE KATY ELGIN, LP**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Development Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop and Travis County, Texas, (the “City”) and **The Katy Elgin, LP**, a Texas limited partnership (together with its affiliates, collectively, the “Developer”) to construct a development for affordable rental housing named **The Katy** (the “Project”)

INTRODUCTION

The Developer currently owns 2.8802 acres of currently undeveloped land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof.

The Developer intends to construct a multi-family development consisting of one hundred fifty (150) units of affordable rental housing, which once completed will operate under the name *The Katy* at 601 West Second Street. Various private amenities and facilities will also be constructed and/or developed to serve the residents of the Project.

Because the Project, as hereinafter defined, constitutes an affordable housing development that the City Council supports, the Developer and the City wish to enter into this Agreement which provides an alternative to the City’s typical regulatory process for development, as well as the comprehensive planning of the entire Property for the benefit of the present and future residents of the City and the Project.

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

ARTICLE I - DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between the City and Developer.

City: The City of Elgin, Texas, a home-rule city located in both Bastrop County and Travis County, Texas.

Development: The concept plan for the Property shown in **Exhibit B**, attached hereto and made a part hereof.

Developer: The Katy Elgin, LP, or its affiliates, successors and assigns under this Agreement.

Project: A multi-family development consisting of approximately one hundred fifty (150) units of affordable rental housing at 601 West Second Street, Elgin, Texas.

Property: Approximately 2.8802 acres of undeveloped land described in **Exhibit A**, being wholly located within the corporate limits of the City.

ARTICLE II - PROJECT DESCRIPTION AND CONCEPT PLAN

Section 2.01 Project Description. The Developer proposes to construct an affordable rental housing development (the “Project”) on the Property that is projected to include approximately one hundred fifty (150) residential rental units with amenities, as depicted on the Concept Plan as **Exhibit B.**

Section 2.02 Concept Plan. The City hereby confirms that the Concept Plan complies with the City’s Planning & Zoning Code, as amended. The City confirms that the Concept Plan has been determined to meet the minimum development standards for land use, densities, private roadway alignments and widths and other matters shown on the Concept Plan and required by the City Code.

Section 2.03 Amendments. Any changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld.

ARTICLE III - DEVELOPMENT MATTERS

Section 3.01 Permitted Variances to City Development Standards. In order to facilitate the construction of the Project, the City agrees to provide variances to certain development standards set forth by City ordinance, which in relevant part are set forth in the attached Exhibit C and made part hereof. No other action will be required on the part of the Developer to obtain such variances to the extent any variance is in conformity with this Agreement, attached hereto and made a part hereof.

Section 3.02 Public Sidewalks, Drainage, and Rights-of-Way. At issuance of the applicable construction permit, the Developer shall pay the City a one-time permit fee of \$200,000 for sidewalks, drainage improvements, or other City projects at the City’s election in any location as deemed by the City.

Further, at issuance of the applicable construction permit, the Developer shall pay the City a one-time permit fee of \$200,000 for street improvements on Avenue B.

Further, The Parties agree that Developer shall be required to construct (a) a pedestrian crossing with signalized beacons on Second Street. The Developer will design, permit and construct the immediately preceding improvements referenced in (a), as well as sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The City will accept the dedication of public rights-of-way, public sidewalks, and public drainage improvements located therein for operation and maintenance, after construction and acceptance of same. All such facilities located outside of the right-of-way shall be maintained and operated by the Developer.

Section 3.03 Off-Street Parking. The City’s Code of Ordinances stipulates that adequate parking and loading facilities must be provided off the street right of way for each use of land within the City. Specific requirements are based on the demand created by each land use. The Concept Plan for the Project as described in Article II, Section 2.02 does not meet City Code requirements as it relates to minimum requirements for off-street parking. The Concept Plan for the Project includes two hundred sixty-eight (268) off-street vehicle parking spaces, which is thirty-eight (38) parking spaces (12%) less than the three hundred six (306) off-street vehicle parking spaces required for the Project per Code.

Section 3.04 Rights-of-Way and/or Easements Acquisition. The Developer shall be required to obtain any and all easements and/or rights-of-way associated with the Project as required by the City and necessary to serve the Project. The Developer shall convey all such easements and/or rights-of-way to the City at no cost to the City.

ARTICLE IV – DEVELOPMENT STANDARDS

Section 4.01 Underground Utility Service. The Parties agree that all utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Section 4.02 Water Utility Provider. The City shall be the retail water service provider to the Development.

Section 4.03 Wastewater Service. The City shall be the retail wastewater service provider to the Development.

ARTICLE V - PRIVATE PROJECT AMENITIES

Section 5.01 Project Amenities. Exclusively for the benefit and enjoyment of the residents of the Project, the Developer shall provide various amenities to enhance the overall living experience of the Project residents.

Section 5.02 Swimming Pool. The Developer shall construct a swimming pool as shown on the Concept Plan for the benefit of the resident community.

Section 5.03 Work-from-Home Space. The Developer shall construct a work- from-home space as shown on the Concept Plan for the benefit of the resident community.

Section 5.04 Electric Vehicle Charging Stations. The Developer shall install electric vehicle charging stations as shown on the Concept Plan for the benefit of the resident community.

Section 5.05 After-School Learning Center. For the benefit of the resident community, the Developer shall operate, or retain a qualified third-party to operate, an onsite after-school learning center for a minimum fifteen (15) hours per week, providing, at a minimum, homework assistance, tutoring, test preparation, assessments and remediation of skill deficiencies.

Section 5.06 Ownership and Maintenance of Amenities. Ownership and maintenance of all amenities, open space, associated improvements, private drainage and detention facilities shall be the responsibility of the Developer, who will have the right to impose restrictions and enforce proper use of such improvements, including the right to add security measures (fences, cameras, or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities.

ARTICLE VI - PROJECT COMPLETION

Section 6.01 Certificate of Occupancy. The Developer expressly agrees that the Project will not receive a Certificate of Occupancy until it is in full compliance with all requirements of the Project as described herein and all applicable City Code requirements. The Developer also expressly agrees that the Project will not receive a Certificate of Occupancy until all “Private Project Amenities” as described in Article V above are constructed, installed, and fully operational.

ARTICLE VII - AUTHORITY AND VESTING OF RIGHTS

Section 7.01 Vesting of Rights. The Concept Plan submitted by the Developer as an exhibit to this Agreement constitutes an application by the Developer for the development of the Property, and initiates development permit process for the Project. The City acknowledges that the Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE VIII - TERM, ASSIGNMENT AND REMEDIES

Section 8.01 Termination and Amendment by Agreement. This Agreement may be terminated or amended at any time by mutual written consent of the City and Developer.

Section 8.02 Assignment. This Agreement may not be assigned by the Developer, without

the City's consent. Any proposed assignment will be in writing, specifically setting forth the assigned rights and obligations and be executed by the proposed assignee.

Section 8.03 Remedies. If Developer defaults under this Agreement, the City shall provide Developer written notice of such default. If such default remains uncured by Developer for a period of fourteen (14) days after written notice, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or, in lieu thereof, the City may give Notice to Developer. If the Developer defaults, the City will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

ARTICLE IX - MISCELLANEOUS PROVISIONS

Section 9.01 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

Section 9.02 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 9.03 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 9.04 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.

Section 9.05 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals.

Section 9.06 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A - Depiction of the Property and Boundary Survey
- Exhibit B - Concept Plan
- Exhibit C - Code Text

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

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

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

Notary Public Signature

(Seal)

THE KATY ELGIN, LP

By: ITEX Advisors, General Partner

By: The ITEX Group Management, LLC

By: _____

Name: Christopher A. Akbari

Title: Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2024, by Christopher A. Akbari on behalf of The Katy Elgin, LP.

Notary Public Signature

(Seal)

EXHIBIT “A”

DEPICTION OF THE PROPERTY & BOUNDARY SURVEY

EXHIBIT “B”
CONCEPT PLAN

EXHIBIT “C”
CODE TEXT