



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
December 3, 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 APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 2. PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS TO WIT: APPROXIMATELY 56.2727 ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT "A-4"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

VI. PUBLIC COMMENT

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

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

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

VII. PRESENTATION

- 1. Presentation of the Annual Audit Report for the period ending September 30, 2023 by BrooksWatson &Co. PLLC**

VIII. CITY MANAGERS REPORT

- 1. General Activity Report and/or Project Update**
- 2. Board of Adjustments Quarterly Report**
- 3. Building Standards Commission Quarterly Report**

IX. CONSENT AGENDA

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

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 3 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 4 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 3. Board and Commissions Appointment**
- 4. City Council Regular Meeting Minutes - August 6,2024**
- 5. City Council Special Meeting Minutes - August 13, 2024**
- 6. City Council Regular Meeting Minutes - November 12, 2024**

X. NEW BUSINESS

- 1. AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2025 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE**
- 2. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: APPROXIMATELY 56.2727 ACRES, LYING IN AND**

BEING SITUATED OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT "A-4", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

- 3. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**
- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO.**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WGA ENGINEERS FOR DESIGN OF A DIRECT WATER WELL TIE IN AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTERS**
- 7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**
- 8. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget**
- 9. Discuss and take action to appoint acting city manager**
- 10. Discuss and possible take action regarding process for appointment or selection of interim city manager.**
- 11. Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.**

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURNMENT

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

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

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

I, Peyton Standifer, 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, November 29, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in dark ink, appearing to read "Peyton Standifer". The signature is fluid and cursive, with the first name "Peyton" written in a more compact, stylized manner and the last name "Standifer" written in a more legible, cursive script.

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) 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 Annexation.

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Elgin Gateway SPA 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. 2024-12-03-__

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, The Elgin City Council has authorized a Development and Consent Agreement with, among other parties, Travis County Municipal Utility District No. 36 (or next available numerical designation) for the development of certain real property into a master-planned mixed use residential community that will include commercial uses and park and recreational facilities to serve the district; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and conservation and reclamation districts operating under Texas Water Code, Chapter 49, such as Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 City Manager is hereby authorized to execute the *Strategic Partnership Agreement with Travis County Municipal Utility District No. 36 (or next available numerical designation)*, 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 3rd-day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

Peyton Standifer, City Secretary

EXHIBIT “A” TO RESOLUTION NO. 2024-12-03-_____
STRATEGIC PARTNERSHP AGEEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF ELGIN, TEXAS AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. _____

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 Travis County Municipal Utility District No. _____ (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 County, 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 185.3613 acres, more or less, 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, Castle Elgin, LLC and Austin Gateway, LLC (collectively, the "Landowner") are the current owners 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 the limited purposes of 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 (the "Limited Purposes"); 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, as set forth herein; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development,

and for the health, safety, and welfare of the residents of the District, the Landowner has submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Landowner'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 _____, 20__, 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 and Consent Agreement dated _____ between the Landowner 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 solely for the Limited Purposes.

(a) Sales and Use Tax. Subject to the provisions 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 Limited Purpose Property (as hereinafter defined).

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City's development standards applicable to property located in the City's extraterritorial jurisdiction, subject to the terms and conditions of the Development Agreement, as it may be amended from time to time. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances subject to the terms and conditions of that Development Agreement, as it may be amended from time to time.

(c) Limited Purpose Annexation Ordinance. 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.

(d) Public Infrastructure. Subject to subsections (a)–(c) above, from and after the date of the limited purpose annexation, except as modified by the Development Agreement or as otherwise agreed by the City, the District shall be responsible for the design, construction, maintenance, and ownership of the District’s public infrastructure improvements within the boundaries of the District, including, but not limited to, public streets and sidewalks, public street lighting, public parkland facilities, stormwater drainage and detention facilities, public water distribution facilities, and public wastewater collection facilities (collectively, the “Public Infrastructure”) during the Term of this Agreement or upon full annexation, whichever occurs first. Upon 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 solely for the Limited 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 landowner 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(a)(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 a 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 facilities, including a water, wastewater, drainage or roadway system or

park and recreational facilities to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage, roadway system, and park and recreational facilities 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 43.0751(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 the Limited Purpose Property.

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 Landowner, if Landowner or its affiliate(s) owns land within the District at such time.

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 (the “Term”).

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

To the District: Travis County Municipal Utility District No. ____
c/o Allen Boone Humphries Robison LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701
Attn: Ryan Harper

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 Travis 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 TRAVIS COUNTY
MUNICIPAL UTILITY DISTRICT NO. _____ ON
_____20__

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. _____

By: _____

Printed Name: _____

Title: _____

ATTEST:

District Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____
by _____, _____, of Travis County Municipal Utility District
No. _____.

(Seal and Expiration)

Notary Public, State of Texas

EXHIBIT "A" TO STRATEGIC PARTNERSHIP AGREEMENT
DEPICTION OF THE DEVELOPMENT

ELGIN GATEWAY

OWNER:
EPTOME DEVELOPMENT
261-215-6630

ENGINEER:
GRAY ENGINEERING P.C.
8834 N CAPITAL OF TEXAS HWY
#410
AUSTIN, TX 78759
512-452-0271

SURVEYOR:
4WARD SURVEYING
4100 FREDERICK LANE
SUITE 200
AUSTIN, TX 78744
512-937-2394

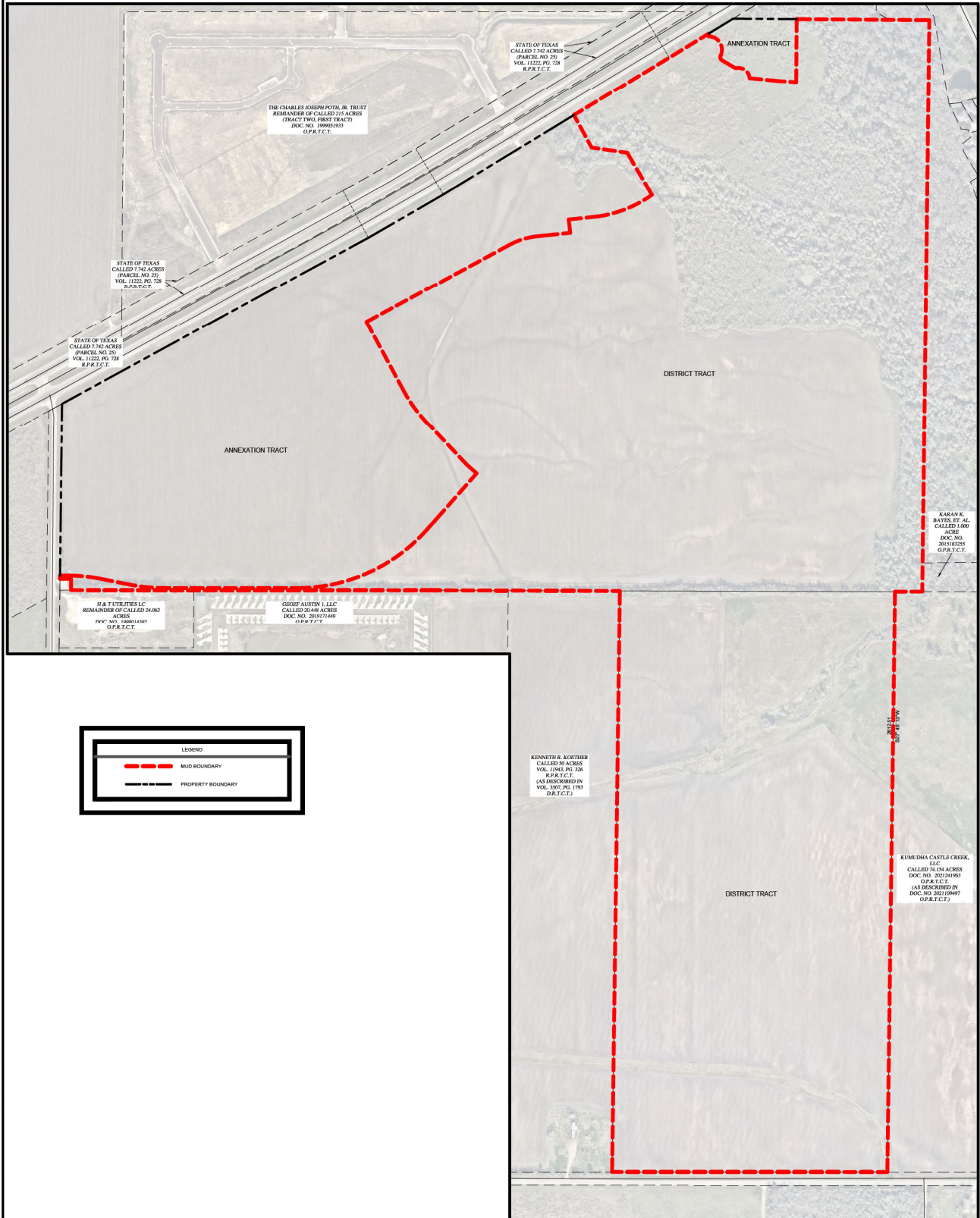


EXHIBIT "B" TO STRATEGIC PARTNERSHIP AGREEMENT
LEGAL DESCRIPTION OF THE DEVELOPMENT

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

- 1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
- 3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
- 4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
- 5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
- 6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
- 7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
- 8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
- 9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
- 10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
- 11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
- 12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
- 13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
- 14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
- 15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
- 16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

- 17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
- 18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
- 19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
- 20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, **S85°44'14"W**, a distance of **686.07** feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, **N85°44'14"E**, a distance of **128.36** feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

- 1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
- 3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
- 4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
- 5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
- 6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
- 7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
- 8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
- 9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, **S62°48'17"E**, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, **S62°58'21"E**, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, **N62°58'20"W**, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

- 1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
- 2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

 7/16/2024

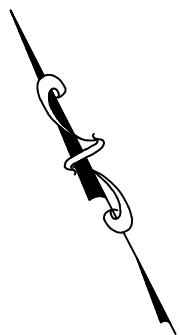
Fernando Perez, RPES #7041
4Ward Land Surveying, LLC



U.S. HIGHWAY 290
(240' R.O.W.)

MATCHLINE "B"

MATCHLINE "A"



NOT TO SCALE

ALBERT VOELKER
ROAD (60' R.O.W.)

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

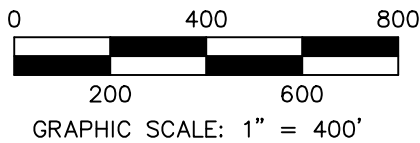
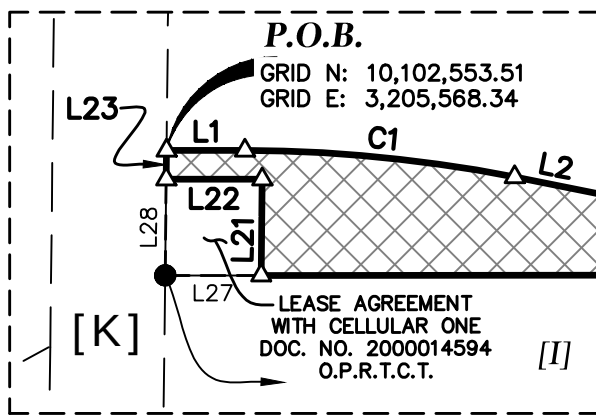


A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

DETAIL "A"
SCALE: 1" = 100'

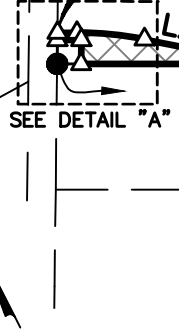


U.S. HIGHWAY 290
(240' R.O.W.)

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

185.3613 ACRE(S)
8,074,337 SQUARE FEET

P.O.B.
GRID N: 10,102,553.51
GRID E: 3,205,568.34



N62°58'20"W 1,626.49'
{{N60°28'08"W 1,676.41'}}

GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

MATCHLINE "A"

S62°48'24"E 840.58'
[N60°00'00"W
299.75 VARAS ~ 832.64']

MATCHLINE "B"

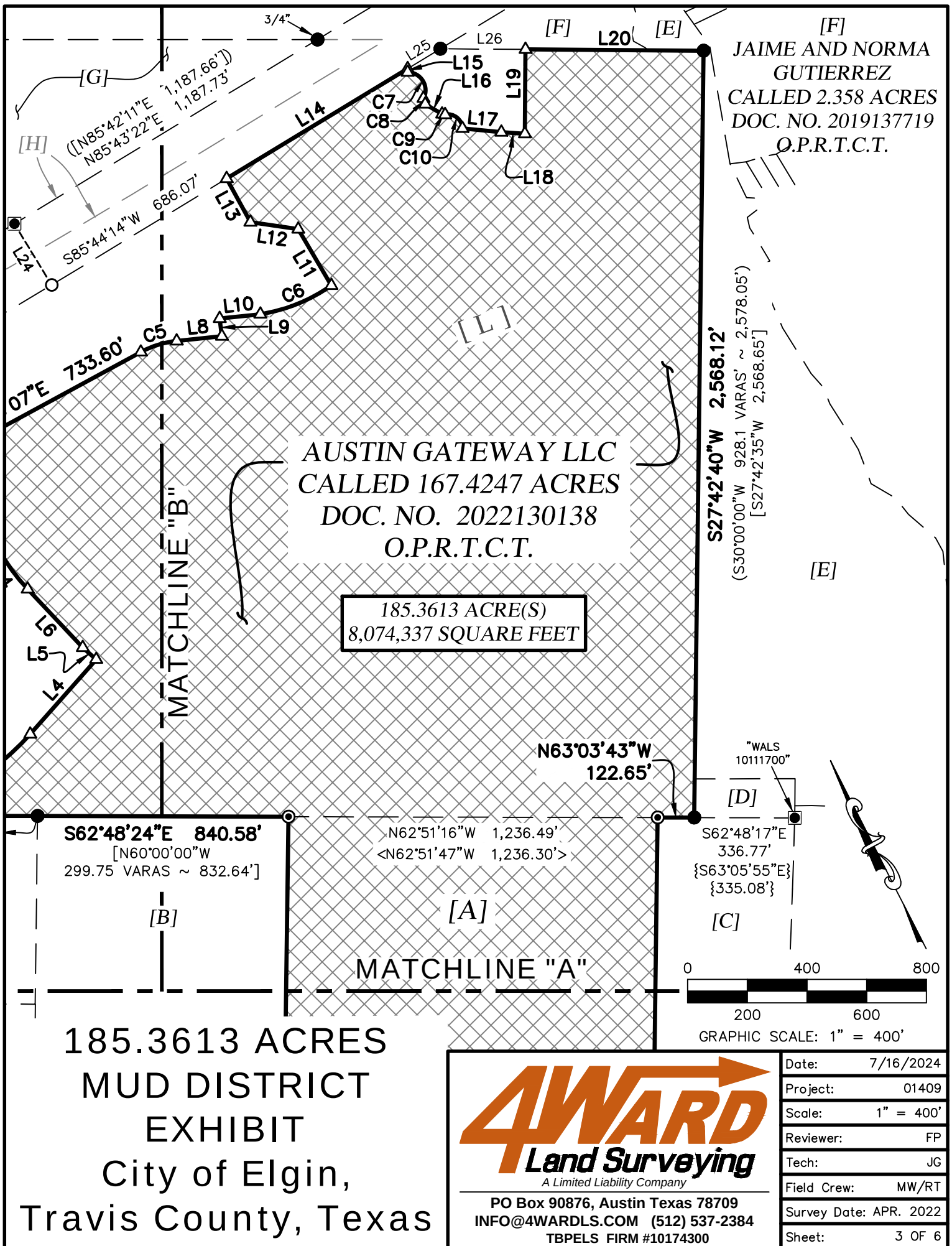
AU
CA
D

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

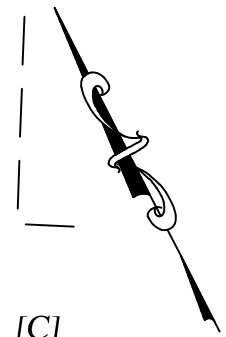


MATCHLINE "A"

0 400 800



200 600
GRAPHIC SCALE: 1" = 400'



[[N30°00'00"E 942 VARAS ~ 2,616.67']]
<N27°46'09"E 2,614.69'>
N27°46'02"E 2,615.07'

S27°45'13"W 2,612.51'
<S27°45'17"W 2,612.25'>
{S27°45'17"W 2,612.25'}

[C]

KUMUDHA CASTLE
CREEK, LLC
CALLED 74.154 ACRES
DOC. NO. 2021241963
O.P.R.T.C.T.
(AS DESCRIBED IN
DOC. NO. 2021109497
O.P.R.T.C.T.)

[A]

CASTLE ELGIN LLC
CALLED 74.189 ACRES
DOC. NO. 2021046636
O.P.R.T.C.T.

185.3613 ACRE(S)
8,074,337 SQUARE FEET

1" IRON
PIPE

"WALS
10111700"

-N62°58'21"W 1,237.15'
<N62°58'33"W 1,236.98'>

-S62°58'21"E 434.47'
{S62°58'33"E 434.58'}

ALBERT VOELKER
ROAD (60' R.O.W.)

[D]

KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]

LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]

THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 6

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

Fernando D. Perez
7/16/2024



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

LEGEND

— — —	BOUNDARY LINE
— — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
⬢	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS TO WIT: APPROXIMATELY 56.2727 ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT "A-4"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is proposed; this item is to allow for public comments on the proposed annexation prior to its consideration for adoption by the City Council.

BACKGROUND:

As part of the Development and Consent Agreement between the City and Ohana Land Corp, LLC, Austin Gateway LLC, and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation) which was approved at the November 12th City Council meeting; this approximately 56.2727 acres was requested to be voluntarily annexed into the corporate limits of the City of Elgin. State Law requires a public hearing for all voluntary annexations of land.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Elgin Gateway Parcel 237109 Annexation Ordinance
2. Exhibit A-4 - Overall Annex Tract
3. Map showing Elgin Gateway Annexation Area

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

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

ORDINANCE NO. 2024-12-03-

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: APPROXIMATELY 56.2727 ACRES, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT “A-4”, ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and,

WHEREAS, pursuant to Section 43.0751, Local Government Code, the owners of a tract of land containing 56.2727 acres of land out of A345 Hines, William, survey number 53 (the “Property”) more fully described in Exhibit “A-4”, have petitioned the City Council in writing as part of the Development and Consent Agreement dated November 12, 2024, to annex the Property, and,

WHEREAS, the property is (1) contiguous to the City; and (2) vacant without residents, or on which less than three (3) qualified voters reside, and,

WHEREAS, the City Council has determined that all requirements of Section 43.0751 Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation.

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibit “A-4” attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Bastrop and Travis Counties, Texas, and is hereby made and integral part hereof.

IV.

That the owners and future inhabitant of the area herein annexed be entitled to all the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manger is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after "passage".

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County. Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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

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

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

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this the 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 54.2823 ACRES (2,364,538 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 54.2823 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward Boundary” cap set at the intersection of the east right-of-way line of Albert Voelker Road (60’ Right-of-way) with the south right-of-way line of U.S. Highway 290 (240’ Right-of-way), and being the northwest corner of said Austin Gateway tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33’07”W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, the following three (3) courses and distances:

- 1) **N88°33’07”E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof,
- 2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04’59”E**, a distance of **389.21** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof, and
- 3) **N85°44’14”E**, a distance of **686.07** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44’14”E, a distance of 837.49 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

- 1) **S01°36’53”E**, a distance of **166.01** feet to a calculated point for an angle point hereof,
- 2) **S54°41’24”E**, a distance of **161.83** feet to a calculated point for an angle point hereof,
- 3) **S03°24’20”E**, a distance of **219.18** feet to a calculated point for a non-tangent point of curvature hereof,
- 4) Along the arc of a curve to the right, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **N84°58’37”W**, a distance of **256.34** feet to a calculated point for an angle point hereof,
- 5) **N68°58’42”W**, a distance of **137.22** feet to a calculated point for an angle point hereof,
- 6) **S20°00’22”W**, a distance of **60.01** feet to a calculated point for an angle point hereof,
- 7) **N68°58’42”W**, a distance of **152.02** feet to a calculated point for a point of curvature hereof,
- 8) Along the arc of a curve to the left, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **N80°07’48”W**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,

- 9) **S88°33'07"W**, a distance of **733.60** feet to a calculated point for an angle point hereof,
- 10) **S01°32'33"E**, a distance of **352.90** feet to a calculated point for a point of curvature hereof,
- 11) Along the arc of a curve to the left, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **S08°54'48"E**, a distance of **165.49** feet to a calculated point for a point of curvature hereof,
- 12) **S16°17'02"E**, a distance of **269.11** feet to a calculated point for an angle point hereof,
- 13) **S21°32'30"E**, a distance of **60.00** feet to a calculated point for an angle point hereof,
- 14) **S68°27'30"W**, a distance of **333.73** feet to a calculated point for a point of curvature hereof,
- 15) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **N87°15'25"W**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
- 16) **N62°58'20"W**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
- 17) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **N57°20'50"W**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
- 18) **N51°43'20"W**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
- 19) Along the arc of a curve to the left, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **N57°20'50"W**, a distance of **141.14** feet to a calculated point for a point of tangency hereof, and
- 20) **N62°58'20"W**, a distance of **40.83** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, **S27°39'49"W**, passing at a distance of 15.00 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common west corner of said Austin Gateway tract and said Cellular One lease tract, and continuing for a total distance of 65.00 feet;

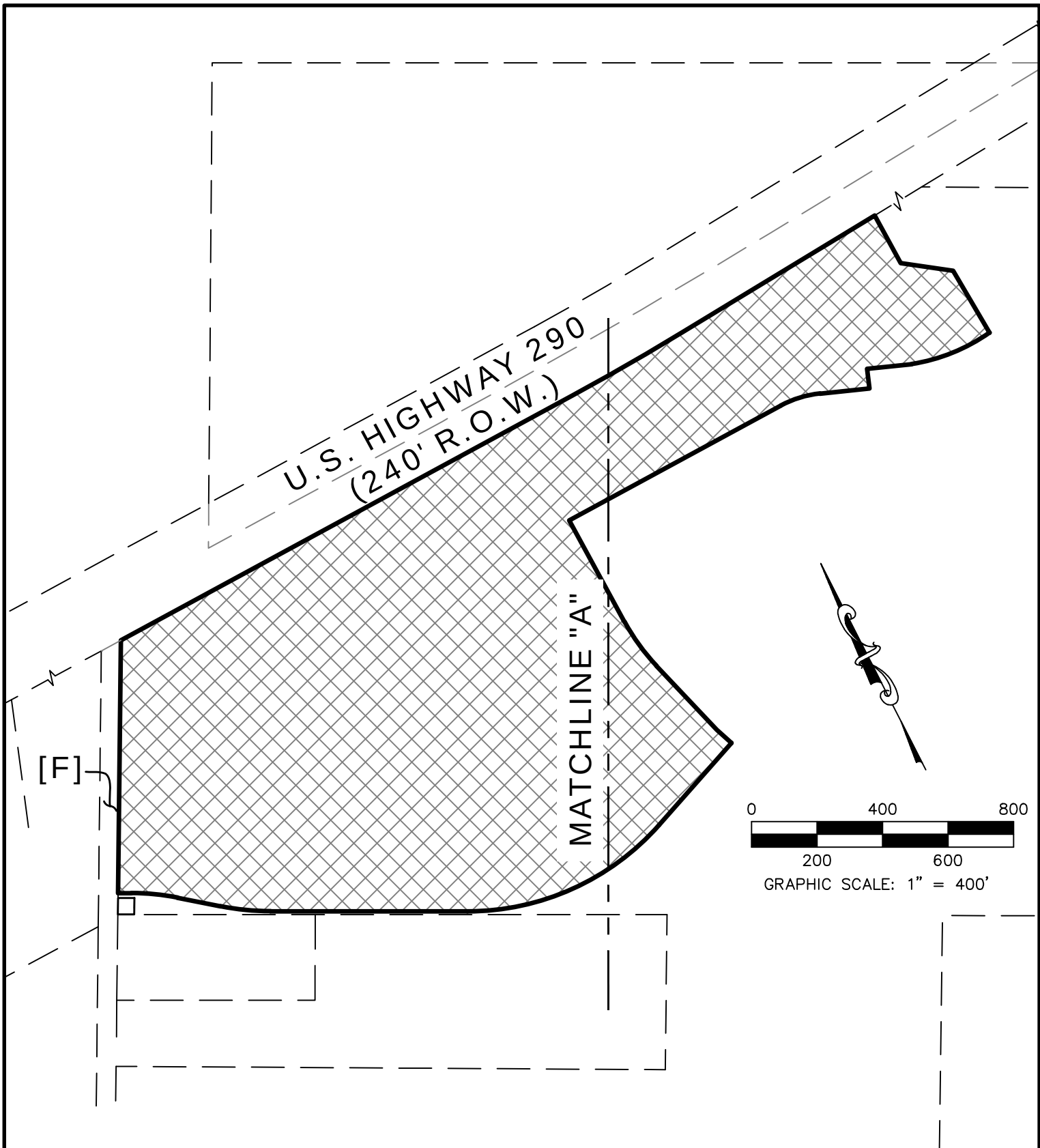
THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **771.93** feet to the **POINT OF BEGINNING** and containing 54.2823 Acres (2,364,538 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Overall Annex Tract 1.dwg.)

 7/16/2024
Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



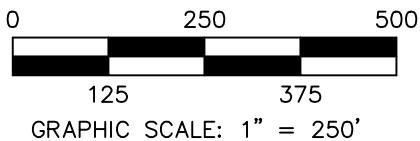


54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 4



STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

U.S. HIGHWAY 290
(240' R.O.W.)
N88°33'07"E 1,566.11'

54.2823 ACRE(S)
2,364,538 SQUARE FEET

P.O.B.

GRID N: 10,103,237.14
GRID E: 3,205,926.70

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

MATCHLINE "A"

[A]

[B]

[F]

LEASE AGREEMENT
WITH CELLULAR ONE
DOC. NO. 2000014594
O.P.R.T.C.T.

[C]

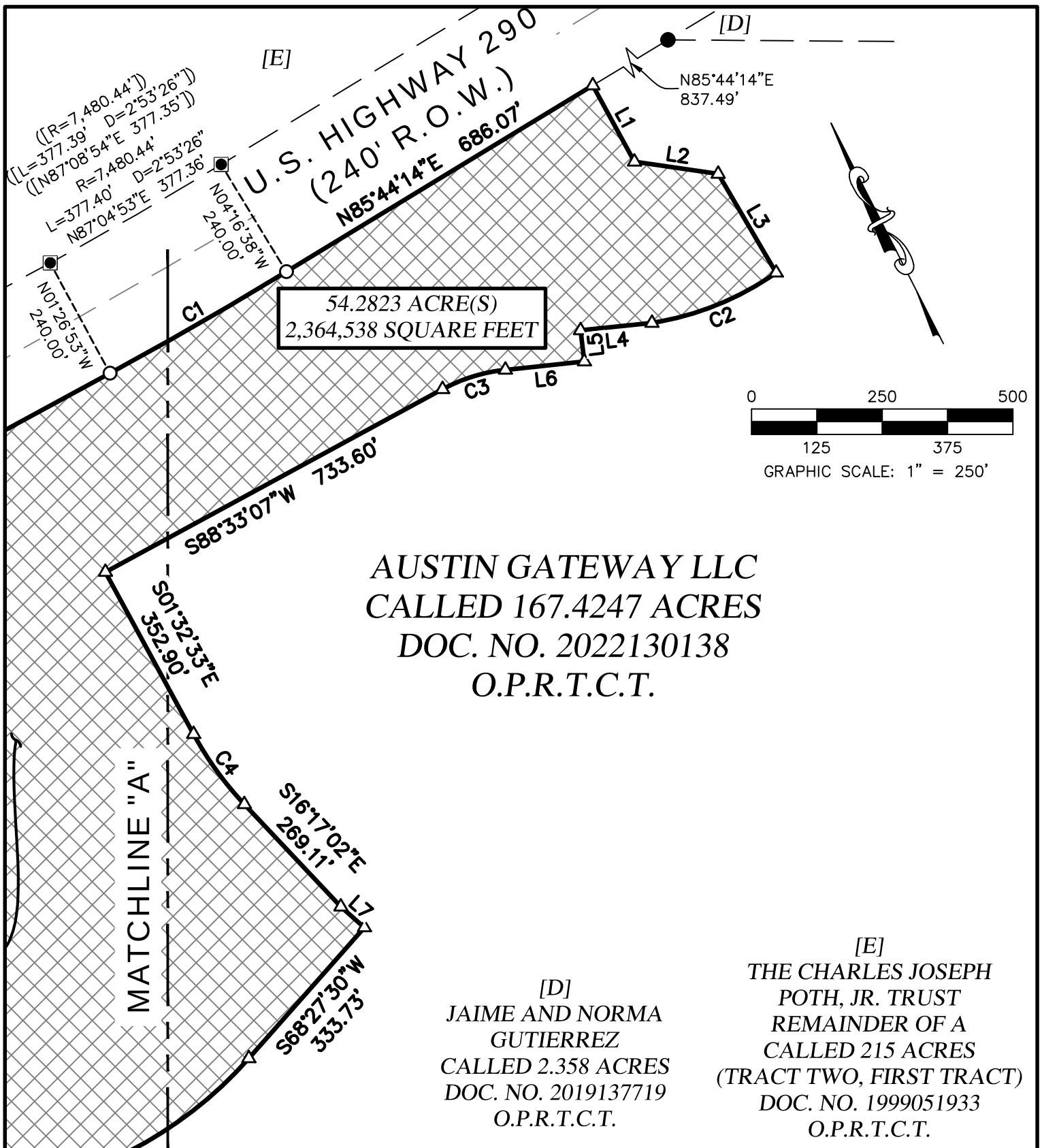
GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 4



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 4

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	7,720.44'	389.25'	2°53'19"	N87°04'59"E	389.21'
C2	565.00'	258.59'	26°13'26"	N84°58'37"W	256.34'
C3	324.70'	126.40'	22°18'14"	N80°07'48"W	125.60'
C4	645.00'	165.95'	14°44'29"	S08°54'48"E	165.49'
C5	780.00'	661.20'	48°34'09"	N87°15'25"W	641.58'
C6	780.00'	153.15'	11°15'00"	N57°20'50"W	152.91'
C7	720.00'	141.37'	11°15'00"	N57°20'50"W	141.14'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S01°36'53"E	166.01'
L2	S54°41'24"E	161.83'
L3	S03°24'20"E	219.18'
L4	N68°58'42"W	137.22'
L5	S20°00'22"W	60.01'
L6	N68°58'42"W	152.02'
L7	S21°32'30"E	60.00'
L8	N51°43'20"W	134.17'
L9	N62°58'20"W	40.83'
L10	S27°39'49"W	15.00'
L11	S27°39'49"W	50.00'
L12	S27°39'49"W	261.62'

RECORD LINE TABLE

LINE #	DIRECTION	LENGTH
<<L12>>	S30°08'59"W	261.68'
((L13))	S88°28'00"W	68.25'
<L14>	S88°35'37"W	660.00'

[C]
H & T UTILITIES LC
REMAINDER OF CALLED
24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[F]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[A]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[B]
TRAVIS COUNTY, TEXAS
CALLED 1.12 ACRES
VOL. 813, PG. 606
D.R.T.C.T.

54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

LEGEND

— — —	BOUNDARY LINE
— — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	IRON ROD WITH "ILLEGIBLE" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

Fernando D. Perez
7/16/2024

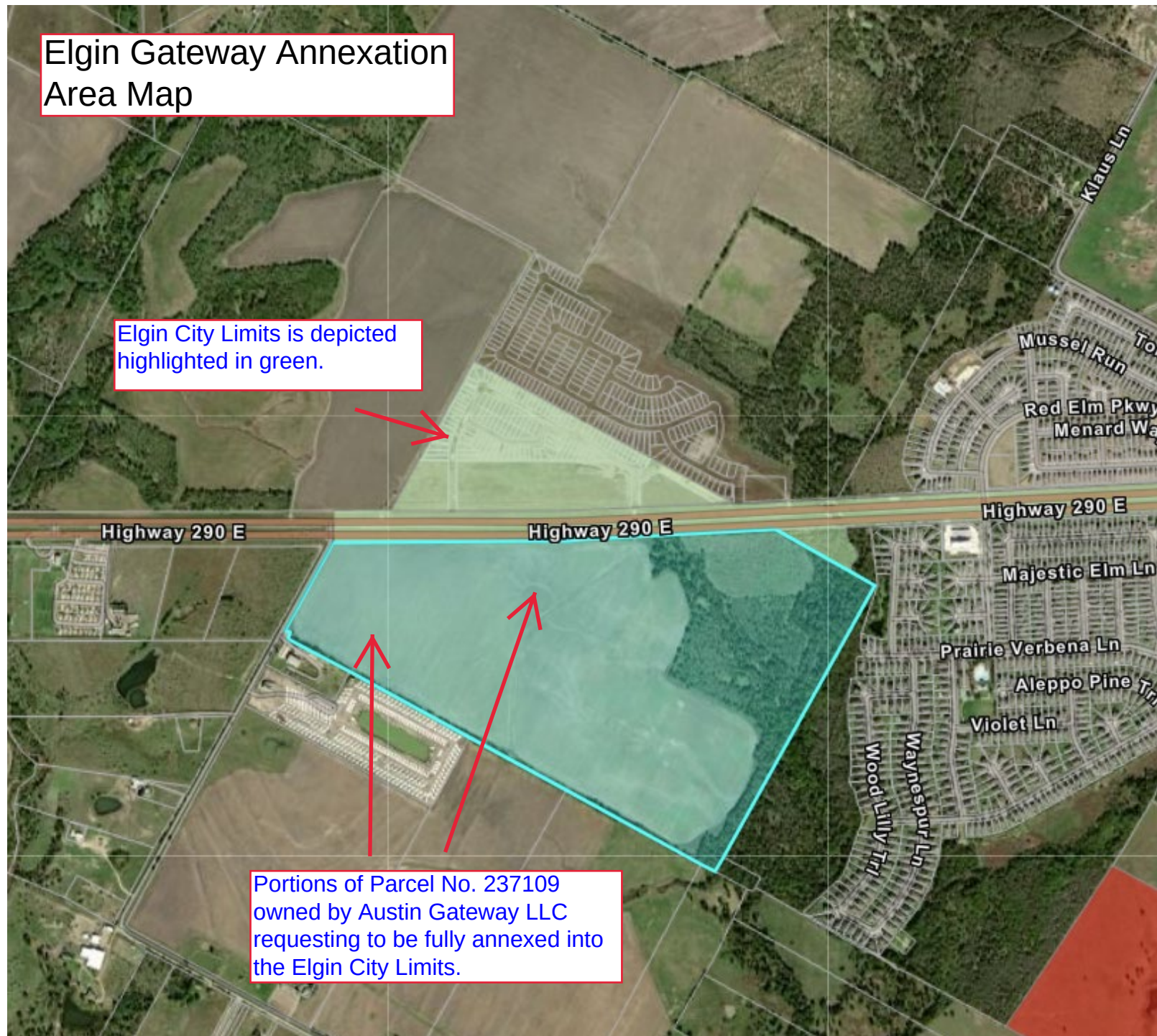


PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 4

Elgin Gateway Annexation Area Map

Elgin City Limits is depicted
highlighted in green.



Portions of Parcel No. 237109
owned by Austin Gateway LLC
requesting to be fully annexed into
the Elgin City Limits.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the Annual Audit Report for the period ending September 30, 2023 by BrooksWatson &Co. PLLC

DEPARTMENT: CMO

PROPOSED ACTION: No Council action proposed or requested at this time; This item is for the formal presentation of the Annual Audit Report for the period ending September 30, 2023 by BrooksWatson &Co.

BACKGROUND:

In compliance with State Law and the Elgin City Charter, the City's external auditor has reviewed and audited the financial statements of governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Elgin as of and for the year ended September 30, 2023 and related notes to the financial statements, which collectively comprise the City's basic financial statements of said report.

In the auditor's opinion, "the financial statements referred to above, present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Elgin September 30, 2023 and the respective changes in financial position and, where applicable, cashflows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommendation is for Council to receive and accept the Annual Audit Report for the period ending September 30, 2023.

ATTACHMENTS:

1. FY23Audit_Responses

- { } 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.

August 28, 2024

To the City Council and Management
City of Elgin, Texas

In planning and performing our audit of the financial statements of the City of Elgin, Texas (the "City"), as of and for the year ended September 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, significant deficiencies or material weaknesses may exist that have not been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

We consider the following deficiencies in the entity's internal control to be material weaknesses:

1. EFFECTIVE CONTROLS OVER FINANCIAL STATEMENT DISCLOSURE

Finding

Management is responsible for establishing, maintaining and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles. Under

professional standards, we have to assess the City's controls over preparing the financial statements including assessing the skills and competencies necessary to prevent, detect, and correct a material misstatement. A system of internal control over financial reporting includes controls over financial statement preparation, including footnote disclosures. Control deficiencies exist when the City does not have controls over preparation of the financial statements which would prevent or detect a misstatement in the financial statements. As part of our audit, management requested us to prepare a draft of the City's financial statements and the related notes. Management reviewed, approved, and accepted responsibility for those statements prior to their issuance. The outsourcing of these services is not unusual for a City of this size. However, we cannot be considered part of the City's internal control over financial reporting.

We also determined that certain adjustments were required that were material to the financial statements.

Accordingly, we consider these control deficiencies over financial reporting to be material weaknesses.

Recommendation

We recommend that management review the existing policies, procedures, and controls over these areas to ensure that all information is recorded and reported properly.

Response from City Staff

The staff acknowledges the control deficiencies in financial reporting and concurs that it represents a material weakness. This deficiency was caused by general understaffing within the Finance Department, including a vacant Finance Director position or similar departmental management. Staff further concurs with the Recommendation, which will be implemented once the departmental understaffing is addressed and a proper management structure is in place.

2. CASH MANAGEMENT – POOLED CASH

Finding

The City utilizes a pooled cash account. This type of account allows the City to monitor one bank account across multiple funds and provides flexibility when moving cash from one fund to another, without the need for a physical bank transfer. As all funds are pulling from one bank account, it is possible for an individual fund to have a negative cash balance while the entire account itself is positive. During and as of the end of the year, multiple pooled cash bank accounts were in a deficit position.

In addition, the City did not timely transfer funds from unspent bond proceeds to cover bond expenditures made from the pooled cash fund. If bond proceeds are not monitored closely, the City may not know the accurate balance of unspent bond proceeds and over or underspend these funds.

Although convenient, the individual fund cash balances should be monitored closely, and deficit positions should only be temporary.

Recommendation

The City should implement a policy where all individual cash balances are reported to Council and monitored regularly. When a fund has a negative or low cash position, the need for a transfer of funds or spending reduction should be considered and the negative position should be corrected within a reasonable amount of time.

Response from City Staff

The staff acknowledges this deficiency related to effective management of pooled cash and concur that it represents a material weakness. The deficiency was caused by general understaffing within the Finance Department, including a vacant Finance Director position or similar departmental management. Staff further concurs with the Recommendation, which will be implemented once the departmental understaffing is addressed and a proper management structure is in place.

3. CASH MANAGEMENT – BANK RECONCILIATIONS

Finding

The City did not timely and accurately reconcile the City's main checking account during the year. Due to various changes in accounting staff, the pooled cash bank account had various errors and incorrect reconciling items. These items consisted of revenue and expenditure items that were double booked, not booked at all, or booked incorrectly. We worked with the City and proposed correcting entries to properly reconcile cash at year end.

Reconciling the bank accounts is a key accounting practice to ensure the accuracy of the City's accounting records and to detect fraudulent or incorrect activity.

Recommendation

The City should implement a policy whereby:

- All transactions are posted on a current basis.
- All bank accounts are reconciled within 30 days of month end.

- Ensure that supervisory personnel timely and adequately review monthly bank reconciliations.

Response from City Staff

The staff concurs that the City did not timely and accurately reconcile the main checking account during the FY23 year; and that such practice represents a material weakness. Since then, however, the staff has implemented a policy whereby (a) All transactions are posted on a current basis, (b) All bank accounts are reconciled within thirty (30) days of month end and (c) monthly bank reconciliations are timely and adequately reviewed.

Other matters are any additional noteworthy items that are unrelated to internal control such as compliance with laws and regulations. In addition, we noted other matters involving the internal control and its operation:

4. PFIA (PUBLIC FUNDS INVESTMENT ACT) COMPLIANCE

Finding

The City is not in compliance with several portions of the Public Funds Investment Act (Chapter 2256 of the local government code):

- Maturity dates for CD's were not included in investment reports.
- There is no mention of investment portfolio compliance included in the investment reports.

Recommendation

The City should ensure compliance by including maturity dates within the investment reports that are presented to Council as well as stating the investment portfolio's compliance with the Act within the investment reports.

Response from City Staff

The staff acknowledges this shortcoming in fully complying with all aspects of the Public Funds Investment Act, including full reporting to the City Council regarding same. This issue was caused by general understaffing within the Finance Department, including a vacant Finance Director position or similar departmental management. Staff further concurs with the Recommendation, which will be implemented once the departmental understaffing is addressed and a proper management structure is in place.

5. GASB STATEMENT NO. 101 COMPENSATED ABSENCES

Finding

GASB 101, Compensated Absences, replaces GASB 16, Accounting Compensated Absences. The goal of the standard is to create a more consistent model for accounting for compensated absences that can be applied to all types of compensated absence arrangements. GASB Statement No. 101 is effective for fiscal years beginning after December 15, 2023. For September 30th governments that means on October 1, 2024.

The new guidance introduces three criteria for recording a liability in financial statements prepared using the economic resources measurement focus (often referred to as a “full accrual” basis). A liability should be recognized for leave that has not been used if all of the following are true:

- The leave is attributable to services already rendered.
- The leave accumulates.
- The leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means (likelihood of more than 50 percent).

The most significant impact will be the change to sick leave and how it is accounted for. Under GASB 16, governments have two options in accounting for sick leave, both of which only require the government to accrue for sick time that will be paid in the form of a termination payment. Under GASB 101, sick leave will be calculated in the same manner as any other type of compensated absence. Governments will be required to accrue for time that has accumulated and is likely to be used, even if the employee will never be eligible for a termination payment related to unused time. In addition, the threshold for when to recognize a liability related to expected future payment (or use under GASB 101) decreased from “probable” (likely) to “more likely than not” (likelihood of 50% or higher).

Recommendation

The City should begin planning for an increase in their compensated absence liability if Sick Leave has not previously been accrued. In addition, the City should begin assessing the approach and assessment of the likelihood that compensated absences will be utilized and therefore accrued.

Response from City Staff

The staff recognizes the requirements related to accounting for sick leave under GASB 16 and generally concurs with the Recommendation. It must be noted, however, that recording accumulated Sick Leave as a compensated absence liability in the City’s financial statements will result in a new significant liability. The City’s history clearly demonstrates that all accumulated Sick Leave is not a true liability as is the case with Annual/Vacation Leave or Comp Time. Staff will begin to address this issue once the departmental understaffing is addressed and a proper management structure is in place.

This communication is intended solely for the information and use of the City Council and management, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "Brooks Watson & Co." in a cursive, flowing script.

BrooksWatson & Co., PLLC
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032



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: Board of Adjustments Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No Council Action Proposed or Requested at This Time

BACKGROUND:

This report covers the period of September - November 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. BOA Quarterly Report

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

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

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

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



Development Services Department

STAFF REPORT

Board of Adjustments (BOA) Quarterly Report

Date: November 21, 2024

SUMMARY OF ACTIVITIES FROM SEPTEMBER 2024 – NOVEMBER 2024 MEETINGS

September 2024

No activity this month.

October 2024

- A. Regan Dumbeck was elected Chairman and Darren Mogonye was elected Vice-Chairman.
- B. 690West Highway 290 (Project #202400064) Variance from Section 46-739 (b) (3) a. increasing the maximum height of a monopole (cell tower) from 150' to 180' – BOA Approved.

November 2024

No activity this month.

PROPOSED ACTIVITIES FROM DECEMBER 2024 – FEBRUARY 2024 MEETINGS

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

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Building Standards Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No Council Action Proposed or Requested at This Time

BACKGROUND:

This report covers the period of September - November 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. BSC Quarterly Report

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

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

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

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



Development Services Department

STAFF REPORT

Building Standards Commission (BSC) Quarterly Report

Date: November 21, 2024

SUMMARY OF ACTIVITIES FROM JUNE 2024 – AUGUST 2024 MEETINGS

September 2024

No activity this month.

October 2024

No activity this month.

November 2024

No activity this month.

PROPOSED ACTIVITIES FROM DECEMBER 2024 – FEBRUARY 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as hear and determine cases concerning alleged violations of ordinances, consider appeal of interpretation regarding Chapter 6 of our Code of Ordinances, consider variances from Chapter 6, consider appeals of interpretation regarding adopted International Fire Code, and consider variances from adopted International Fire Code.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 3 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Police

PROPOSED ACTION: Consider and approve the resolution.

BACKGROUND:

CO #3 was for the adjustments that had to be made to avenue C so that Depot street would tie into it correctly. This was not accounted for in the original scope of Depot street and the city had to come survey existing points along Ave C so the dirt contractor could remove asphalt, rework the road base to proper grades, and then re-asphalt the tie in.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of resolution as presented.

ATTACHMENTS:

1. Change Order No. 3 - RESOLUTION NO. 2024-12-03-XX
2. CoElgin & BWC - BP2 - G701-2017 - CO #03_signed FGMA

- { } 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. 2024-12-03-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NUMBER 3 FOR THE ELGIN POLICE
DEPARTMENT PROJECT, AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin is currently underway in constructing the Elgin Police Department at 204 Depot Street and;

WHEREAS, Certain changes to Avenue C. have been identified as value added benefit to the project including, bulb out pedestrian crossings, new asphalt, sub surface grading and signage.

WHEREAS, The Mayor is authorized to make such changes as described in the original agreement with Baird Williams Construction;

WHEREAS, This Change Order includes the addition of the Avenue C modifications scopes of work as issued by the City of Elgin, Texas and has further been reviewed by the City engineer for approval.

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

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

Section 2. Authorization. The City Manager or Mayor is hereby authorized to execute Change Order 3 in the amount of the proposal attached and identified as Exhibit A. "Change Order 3"

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 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

New Police Station - BP2
204 Depot Street
Elgin, Texas 78621

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 31, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 003
Date: October 2, 2024

OWNER: (Name and address)

The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

ARCHITECT: (Name and address)

FGM Architects, Inc.
3711 South Mopac Expressway, Building
2, Suite 150
Austin, Texas 78746

CONTRACTOR: (Name and address)

Baird/Williams Construction, Ltd.
P.O. Box 917
Temple, Texas 76503

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order includes the addition of the Avenue C modifications scopes of work as issued by the City of Elgin, Texas.

The original Guaranteed Maximum Price was	\$ 4,349,760.00
The net change by previously authorized Change Orders	\$ 449,392.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 4,799,152.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 47,629.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 4,846,781.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects, Inc.

ARCHITECT (Firm name)



SIGNATURE

Jaime Palomo, AIA

PRINTED NAME AND TITLE

11/11/2024

DATE

Baird/Williams Construction, Ltd.

CONTRACTOR (Firm name)



SIGNATURE

Derck Marshall, Vice President

PRINTED NAME AND TITLE

10-2-2024

DATE

The City of Elgin, Texas

OWNER (Firm name)



SIGNATURE

Tom Mattis, City Manager

PRINTED NAME AND TITLE

DATE



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 4 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Police

PROPOSED ACTION: Consider and approve the resolution.

BACKGROUND:

Air scrubbers and additional electrical outlets in Evidence Storage for mechanical equipment have been identified as necessary to add by Police Staff.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of resolution as presented.

ATTACHMENTS:

1. Change Order No. 4 - RESOLUTION NO. 2024-12-03-XX
2. CoElgin & BWC - BP2 - G701-2017 - CO #04

{ } 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. 2024-12-03-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NUMBER 4 FOR THE ELGIN POLICE
DEPARTMENT PROJECT, AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin is currently underway in constructing the Elgin Police Department at 204 Depot Street and;

WHEREAS, Certain changes to the evidence storage room have been identified by police Staff as value added benefits including, air scrubber and additional electrical outlets from mechanical equipment and;

WHEREAS, The Mayor is authorized to make such changes as described in the original agreement with Baird Williams Construction;

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 or Mayor is hereby authorized to execute Change Order 4 in the amount of the proposal attached and identified as Exhibit A. "Change Order 4"

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 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor

City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> New Police Station - BP2 204 Depot Street Elgin, Texas 78621	CONTRACT INFORMATION: Contract For: General Construction Date: March 31, 2023	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: November 6, 2024
OWNER: <i>(Name and address)</i> The City of Elgin, Texas 310 North Main Street Elgin, Texas 78621	ARCHITECT: <i>(Name and address)</i> FGM Architects, Inc. 3711 South Mopac Expressway, Building 2, Suite 150 Austin, Texas 78746	CONTRACTOR: <i>(Name and address)</i> Baird/Williams Construction, Ltd. P.O. Box 917 Temple, Texas 76503

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes the addition of the work issued in Proposal Request (PR) #12, as issued by the Architect dated September 4, 2024.

The original Guaranteed Maximum Price was	\$ 4,349,760.00
The net change by previously authorized Change Orders	\$ 497,021.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 4,846,781.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 47,265.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 4,894,046.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects, Inc. ARCHITECT <i>(Firm name)</i>	Baird/Williams Construction, Ltd. CONTRACTOR <i>(Firm name)</i>	The City of Elgin, Texas OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Jaime Palomo, Principal PRINTED NAME AND TITLE	Derek Marshall, Vice President PRINTED NAME AND TITLE	Tom Mattis, City Manager PRINTED NAME AND TITLE
DATE	DATE	DATE

M & C Electric Inc.

PO Box 231
Taylor, Tx, 76574
512-468-4662
512-293-5144
FAX 512-926-8022
TECL#24004

Elgin PD

PCO# 13

09/09/24

General Contractor – BWC

APC at Drug Storage

- Provide & Install (1) Receptacle on Dedicated Circuit for Air Scrubber in Room 144
- Provide & Install (1) Receptacle on Dedicated Circuit for Air Scrubber in Room 143

Material:	\$570.72
Labor:	\$2,879.92
Total:	\$3,450.64

Total CO:

\$3,450.00

(Three Thousand Four Hundred Fifty Dollars & Zero Cents)

Exclusions:

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



TACLA020519C
TECL34825
1916 Picadilly Drive
Round Rock, Texas 78664
O: 512.836.1690
M: 512.845.3135
Joe.p@aircraftinc.net

Date: October 25, 2024
To: Baird Williams
Attention: Cody Brooks

Estimator: Joe Paschali
Project: Elgin Police Station PR #12
Address: 202 Depot Street Elgin, TX 78621

Aircraft, Inc. is pleased to submit our proposal to provide the heating, ventilating, and air conditioning system for this project.

We base our quotation on the following bid documents:

Engineer: **Addenda:** **Specifications:** ☒ On Plans ☐ Div. 15/23 Reviewed
Contract Drawings: **Dated:**

Scope of Work:

Furnish and install two (2) **AtmosAir Model AMC-880** Air purifications units with accessories as required.
Furnish and install air devices as required.
Furnish and install wall mounted thermostats and control wiring as required.
Start-up of new equipment.
Material lifts/hoists.
Mechanical permit (ELGIN).
Labor (REGULAR HOURS)
Sales Tax on materials.

Base Bid	\$ 38,055.00
Voluntary ADD: To integrate (x2) MC-880 Bioclimatgic Air purifications units with existing BMS monitoring kit by ENVIROMATICS.	\$ 7,362.00 ADD

Quote valid for 30 days from the above date. Updated pricing required for proposal after 30 days.

Page 1 of 2

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON: APPROVAL OF CONTRACTOR'S CREDIT BY AIRCRAFT, INC. A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT BY BOTH PARTIES.

NOTE: Quote may be withdrawn if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 (800) 803-9202, (512) 463-6599

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TACLA020519C
TECL34825
1916 Picadilly Drive
Round Rock, Texas 78664
O: 512.836.1690
M: 512.845.3135
Joe.p@aircraftinc.net

Standard Exclusions:

- All cutting, coring, and/or x-raying for duct/pipe penetrations.
- All patching, painting, and/or framing of walls, floors, and roofs.
- Wire conduit, disconnects, motor/mag starters, wiring or hook-up.
- All plumbing work (Gas or Water) and fire sprinkler work.
- Fire life-safety controls, time clocks, and equipment interlocks.
- Structural work or calculations, BTU meters.
- Combination smoke/fire dampers not shown on plans.
- Coil cleanings, belt replacements, sheave changes.
- Maintenance/walk pads or platforms not shown on plans.
- Quick ship fees – standard delivery/lead times quoted.
- Bid Bond, Payment & Performance Bonds.
- Premium time (Afterhours), temporary cooling, shop drawings.
- Street closures or traffic control planning.
- All work associated with roofing.
- Cleaning of new and/or existing duct.
- Mold insurance.
- All roof curbs for standing seam metal roofs. (By roof contractor)
- All commissioning requirements (Contracted through Architect).

Project Specific Exclusions:

- **Demo work of any kind.**
- **Building Information Modeling (BIM) and coordination.**
- **Hot tapping existing piping.**
- **Repairs to all existing equipment (quote repairs if needed).**
- **Any existing HVAC code violation.**
- **Shop Drawings**
- **Ceiling removal, repair and replacement of ceiling tiles and grid.**
- **Economizers not listed on the plans.**
- **Angle framing for RTU's, wall fans, & exhaust fans.**
- **Furnishing and wiring of smoke detectors and annunciators.**
- **DDC Controls of any kind, graphics updates. (Provided as an ADD)**
- **Certified Test & Balance.**
- **Single wall spiral pipe.**
- **Double wall spiral pipe.**

Sincerely,

Joe Paschali

In my absence, please contact Andrew Holloway for assistance.

Quote valid for 30 days from the above date. Updated pricing required for proposal after 30 days.

Page 2 of 2

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON: APPROVAL OF CONTRACTOR'S CREDIT BY AIRCRAFT, INC. A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT BY BOTH PARTIES.

NOTE: Quote may be withdrawn if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 (800) 803-9202, (512) 463-6599

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600 Delran Parkway
Delran, NJ 08075 USA
(856) 764-4300

E-mail: asturtevant@atmosair.com



Submittal for Approval: For Approval #240918-103S

10/25/2024	Submitted for Approval: Initial	-	Sturtevant	
Date	Description	Revision	Prepared by	Approval

Project Name: Elgin Police Department

Representative: Texas AirSystems
Austin, TX

- 1 Micro/Climatic Model MC-880
- 1 2" MERV 11 filter
- 1 2" TA Media filter, BS-145XL
- 1 4" HEPA, 99.99%
- (1) MC-8865, Ion generator with 1 E size tube (attached to unit)
- 1 MC-8847A, Wall control (**OPTIONAL**)
- (1) MC-8849, BMS interface kit (attached to unit) (**OPTIONAL**)

Project: Elgin Police Department
 Identification: MC
 Model No.: MC-880 (MC8809-AA)
 Quantity: One (1)
 Design Capacity*: 275 to 300 cfm **Rated airflow with clean filters.*
 External Static Pressure: N/A

<u>Components & Features:</u>			<u>Quantity</u>
I	Pre-filter	Model No. MC-8827D, 2" MERV 11 16" x 20" x 2", Part #F162002M11	1
II	TA Media Filter	Model No. MC-8836F, TA Media filter pre-filled w/Bio-Sorb 145XL 16" x 20" x 2", Part #MF162002TABS145XL	1
III	Primary Filter	Model No. MC-8821, 99.99% HEPA 18" x 20" x 4", Part #F18200499	1
IV	Bi-Polar Ionization	Model No. MC-8865, (PN FC100-E-120V)	(1)
	Blower	Twin units, Forward Curved, Double Inlet	
	Electric Motor	1/4 Hp, 1625 rpm, 2-speed 3.4 Amps, 115V, 1 ph, 60 Hz	
	Motor Controls	Circuit Breaker ON/OFF [Disconnect] Air Differential Pressure Switch Model SMD, (Pre-filter Stage) Model SMD, (Primary Filter Stage)	
	Construction	Aluminum, White Finish	
	Soundproofing	1 in. thick, Throughout fan section	
	Grilles	Supply & Return – White	
	Electrical Service	5.0 amps, 115V, 1 phase, 60 Hz	

Additional Features (OPTIONAL):

Remote Control	Full function, Recessed Wall Panel model MC-8847A 4"x4" Aluminum panel, Part #MC8847A Features: On/off, High/low for ionization, pre/primary filter alarm, local BMS, fan/ion generator alarm	1
BMS Interface Kit	Model MC-8849, Part #MC8849 (attached to unit)	(1)

Technical Service Program:

Installation Supervision:	Not included.
Start-up:	Not included.
Follow-up Service:	Not included.

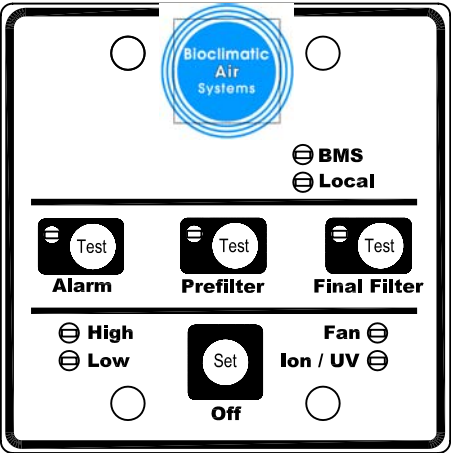
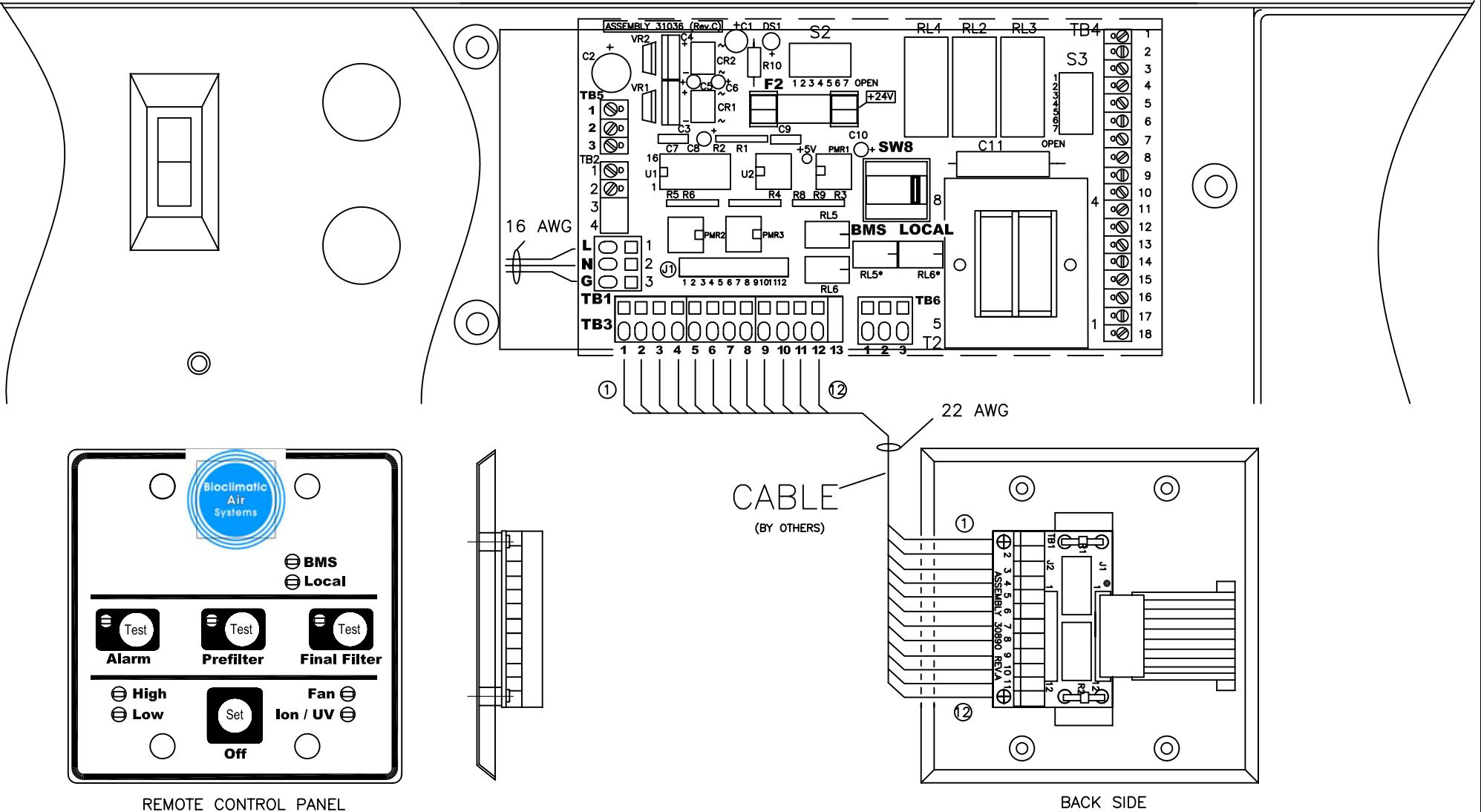
Warranty:

The manufacturer's warranty is provided FOB DELRAN, NJ. Manufacturer's job site labor is not included except as part of Follow-up Inspection Program.

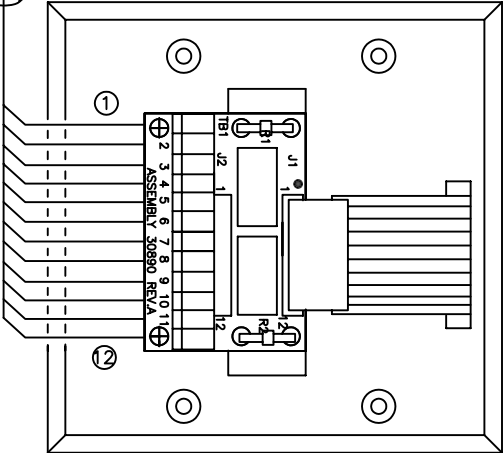
Note:

Hanging supports and vibration isolators are not included.

CONTROL CENTER ELECTRICAL CONNECTIONS



REMOTE CONTROL PANEL



BACK SIDE

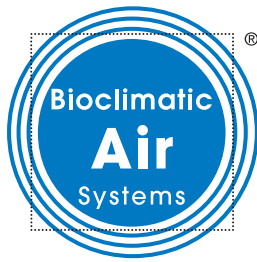
REV	DESCRIPTION	DRAWN	DATE

THIS MATERIAL IS THE PROPERTY OF
MEADWESTVAC AIR SYSTEMS AND SHALL BE
HELD IN CONFIDENCE BY THE RECIPIENT.
IT SHALL NOT BE USED OR DISCLOSED
EXCEPT AS AUTHORIZED IN WRITING BY
BIOCLIMATIC AIR SYSTEMS.

- ☐ APPROVED AS SUBMITTED
- ☐ APPROVED AS NOTED
- ☐ RESUBMIT W/CHANGES
- ☐ _____ DATE _____

UNLESS OTHERWISE SPECIFIED	NO
DIMENSIONS ARE IN INCHES	
TOLERANCE: FRACTIONS	
ANGLES +/- 1 degree	
3 PLACE DECIMALS +/- .032	
2 PLACE DECIMALS +/- .03	
MATERIAL	
24V	

BIOCLIMATIC AIR SYSTEMS			
MC-8809 FULL FUNCTION			
REMOTE CONTROL PANEL(MC-8847A)			
CONNECTION			
SIZE	FSCM NO.	DWG. NO.	REV.
A		30725-00-01	
SCALE	1:1	SHEET	



Bioclimatic®

AIR PURIFICATION SYSTEM

Model MC-880

CLEAN AIR A COMPELLING REQUIREMENT

It is generally acknowledged that indoor air quality existing within most public buildings—large and small—is unsatisfactory and unhealthy. Studies and research correlate billions of dollars in lost productivity with poor air quality. Federal, state and local regulations now mandate various types of protection to virtually all employees in public buildings against airborne contaminants and hazards. The use of Air Purification Systems for buildings of any size and use is a necessity to guard against the many hazards existing within the air we breathe.

THE CHALLENGE

The challenge is to remove the contaminants and odors produced by biological, chemical and particulate matter.

SYSTEM DESCRIPTION

- **Self-contained**, complete with blower, various types of filters, and Bi-polar Ionization or UV “C”. The MC-880 System is designed for installation into a T-bar ceiling grid and is also suitable for recessed mounting into a concealed spline or dry wall ceiling.

- **Bi-polar Ionization** has been used for the past 28 years in the HVAC and Food Processing Industries. It has proven effective by controlling hundreds of different microorganisms, odors and static electricity. When recirculated air passes through the ionization or plasma field, entrained contaminants are neutralized and rendered ineffective.

- **UV “C” Sterilization** has been proven to kill virtually any Microorganism. Our unique lamp produces up to six times the output of other commercially available lamps and therefore possesses exceptional germicidal effectiveness.

- **Gas Phase Filter Media** utilizes one or more of the processes: adsorption, neutralization, oxidation-reduction or catalysis. Our family of media is available to address the extensive quantity and diversity of odors, contaminants, corrosive and toxic gas compounds encountered in our daily life.

THE BIOCLIMATIC SYSTEM, Model MC-880

The System combines Bi-polar ionization technologies or UV “C” sterilization high-efficiency and gas filter media to offer a System capable of efficiently controlling indoor air quality problems. By virtue of its varied filter options, the MC-880 is a suitable for many different applications.



MC-880 in a T-bar ceiling system.

APPLICATIONS

Bioclimatic Systems are used in hundreds of applications including indoor air quality, odor control, air pollution control and electronic corrosion control. They are particularly effective in areas of strong offensive odors and high concentrations of particulate. Successful applications include:

- Office Buildings
- Restaurants
- Hospitals
- Animal Facilities
- Bingo Halls
- Cosmetology
- Conference Rooms
- Laboratories
- Photographic Processing
- Data Processing Facilities
- Commercial Printing
- Bowling Centers

FEATURES AND BENEFITS

- Neutralizes, not masks odors
- Removes respirable particles including submicronic sizes
- Electrolyze mold, bacteria and virus rendering them ineffective
- Simple installation, easy maintenance
- No need to increase outside air for dilution
- More efficient and effective than electronic air cleaners
- Reduces static electricity
- **High Efficiency & HEPA Filters** are widely used in Health Care, Clean Rooms and critical applications. Fibrous filters are the preferable method of filtering air because they do not unload and their efficiency is constant with use. They require no cleaning with only require periodic replacement.

SPECIFICATIONS

STANDARD FEATURES

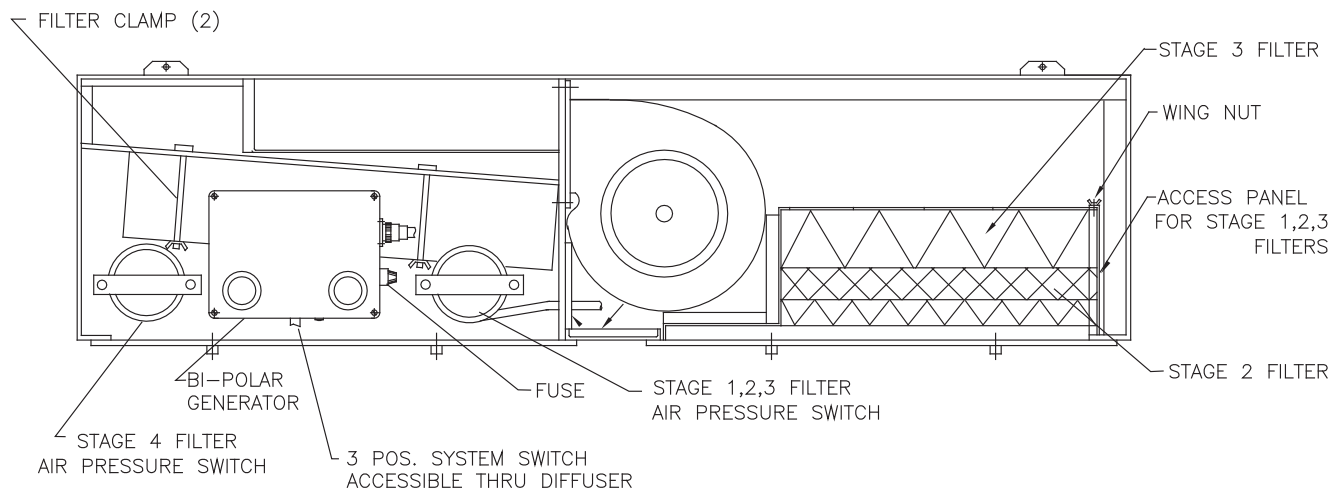
Size (L x W x H)	47.75 x 23.75 x 12.0 in.	1213 x 603 x 305 mm
Weight (min/max)	76 lb. / 97 lb.	34.6 Kg / 44.1 Kg
Construction/Finish	Type 5052 Aluminum	Type 5052 Aluminum
Blower	DWDI, forward curved, twin units	DWDI, forward curved, twin units
Blower Motor	1/8 Hp, 1725 rpm, 2.0 amps, 2 speed, direct drive	1/8 Hp, 1725 rpm, 1.0 amp, 1 speed, direct drive
Electrical Service	115 Volts, 5.0 amps, 60 Hz	230 Volts, 2.5 amps, 50/60 Hz
Nominal Rated Capacity	9,000 cu. ft.	255 cu. M.
Air Delivery	700 cfm	1,190 cmh
Average Sound Pressure	55 dB (High Speed) 45 dB (Low Speed)	55 dB (High Speed) NA
Available Filter Stages	Five (5)	Five (5)
Available Bi-Polar Ion tubes	Two (2) "E" Type	Two (2) "E" Type
Filter Change Indicator	Prefilters & Primary Filter	Prefilters & Primary Filter
Acoustical Foam	Full coverage	Full coverage

OPTIONAL FEATURES

Medium to high efficiency ASHRAE Standard 52.2 filters
 Absolute filters (95% to 99.97% DOP)
 Electronically Enhanced Media Filter (Particle removal to 0.01µ)
 Bi-polar Ionization
 UV "C" Sterilization
 Gas Phase Media
 – Three standard products in a throw-away design)
 Remote Control & BMS Interface
 Black face grilles

Bi-Polar Ionization Nomial Odor Control Capacity

Ion Tubes Qty-size	Room Volume	
	cu. ft.	cu. M.
1E	3,960	112
2E	7,920	224



Section View MC-880 with MC-8865

Selection Procedures:

A. Primary method

1. Use our Bioclimatic IAQ modeling software based on ASHRAE Standard 62.1 to determine the quantity of cleaned air to be delivered, odor control and fibrous filter selection.
2. Select filters from Filter Selection Guide, page 4.
3. Estimate the actual airflow from the MC-880 with the selected filters. Use 2-E tube per 500 cfm of air delivered or the appropriate gas phase media from page 4.
4. Determine the quantity of MC-880 units required.

B. Alternate method

1. Determine the air exchange rate required from the Applications & Selection Guide, Engineering Catalog, Section 3.
2. Calculate air delivery required from the MC-880.

$$\text{Air Delivery (cfm)} = (\text{Room Volume} \times \text{Air Exchange Rate}) \div 60.$$
3. Calculate the odor control requirement for Bi-polar Ionization in the given application.

$$\text{Quantity of E tubes} = \text{Actual Room Volume} \div (\text{Performance Factor} \times 3960)$$
4. Select filters from Filter Selection Guide, page 4.
5. Determine the actual airflow from the MC-880 with the selected filters.
6. Determine the quantity of F tubes and MC-880 units required.

- Notes:
1. Gas phase media may be used in place of Bi-polar Ionization for odor control. Refer to page 4 or the Engineering Catalog, Section 3.
 2. Obtain the Performance Factor for Bi-polar Ionization and suggested Air Exchange Rate from the Engineering Catalog, Section 3.

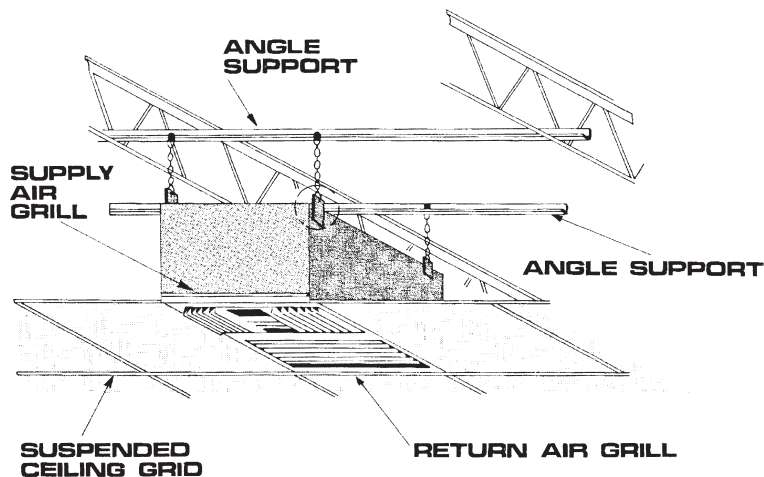
INSTALLATION & MAINTENANCE

Efficient air distribution for effective operation of the Air Purification System is established by displacing the airborne particulate to the return air grille on the MC-880. Attempting to control airborne particulate by exhaust is only effective within a one or two-inch distance from the return air grille. On the other hand, odors are controlled by increasing room air exchange rates.

Select a ceiling or room location such that room air circulation patterns will compliment the effectiveness of the MC-880. The unit may be controlled from the lighting circuit or a wall mounted remote control.

The MC-880 is well suited for installation with Variable Air Volume Systems since a constant volume of cleaned air is supplied to the room during periods of light thermal and occupant loads. This will overcome occupant complaints from lack of air circulation.

The MC-880 is designed for fast and easy maintenance and to provide consistent performance over an extended period. The prefilters and blower assembly are accessed by removing the return air grille while removal of the supply air grille provides access to the Bi-polar ionization tube(s), controls, primary filter, and UV "C". The results are reduced service and maintenance costs.



Model MC-880

FILTER SELECTION GUIDE*

Applications (Partial List)	Stage I		Stage II, III				Stage IV				Stage V	Stage III-B	
	MC-8813	MC-8811		MC-8836			MC-8826	MC-8827		MC-8815	MC-8821	Bi-polar Ion	UV "C" ₅
	A	A	B	C	D	E		A	C				
Anatomy Laboratory	X			X	X			X		S		X	
Animal Holding Rooms (Odor)	X			X	X			X		S		X	
Animal Holding Rooms (Disease)	X										X	X	S ₄
Biology Laboratories			X	X	X		S		X			X	
Breweries/Taste Test		X		X	X			X				O	
Chemistry Laboratories		X		X ₂	X ₂	S ₂	S		X			O	
Commercial Printing	X	S		X	X	S		S	X			X	
Computer Print Room	X	S	S	O				X		S		X	
Cosmetology	X	S		X	O		X		S			X	
Diazo Process		S	X	X	O	S ₁	X		S			X	
Graphic Arts	S	X	X	X	O			S	X			X	
Hospitals/Patient Rooms, ICU ₃	X			O						S	X		O
Locker Rooms	X				O			X	S			X	
Nursing Homes			X		O			X		S		X	S ₄
Offices/Conference Rooms			X					S	X			X	
Pathology Laboratory		S	X	O	X			X		S		X	S ₄
Photographic Laboratory		X	X	X	O			X	S			X	
Restaurant/Food Odors			X	O	O			X	S			X	
Soldering & Brazing		X	X	X				X		S		O	
Tobacco Smoke (heavy)	X		S		X			X		S		X	
Tobacco Smoke (light)		X	X					X		S		X	
Vehicle Emissions		X	X	X	X			X	S			O	
Veterinary Hospital	X			O	O					X	S	X	S ₄

Recommended X
Optional (Addition) O
Optional (Substitution) S

Notes: 1) MC-8836E includes BC-700. BC-700 is available by special order subject to minimum quantity.
2) Consult Sales Dept. for recommendation based on chemicals in use.
3) This application excludes infectious disease control.
4) UV "C" may be substituted for Bi-polar Ionization.
5) MC-880 available with UV in place of Bi-polar Ionization and installed upstream of Stage IV.

*The recommendations listed above represent the manufacturer's best estimate of application requirements based on prior experience.
Certain applications may require additional filtration depending on the contaminants present and their concentration.
Consult your factory authorized representative or Sales Department for additional information.

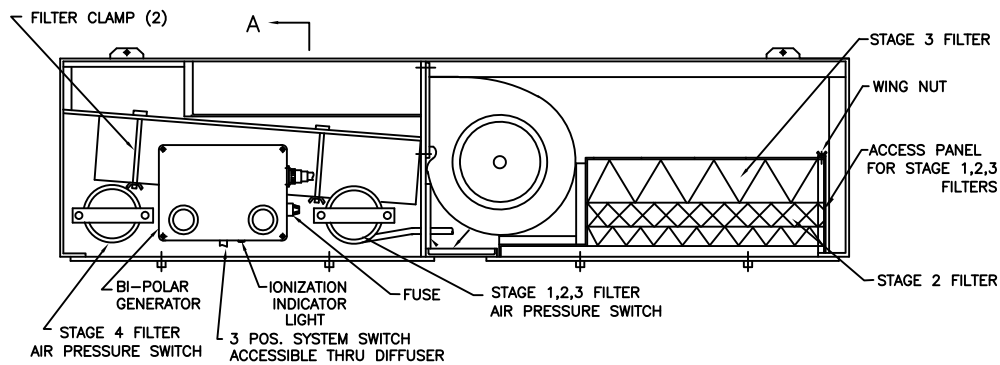
FILTER REFERENCE GUIDE

Part No.	Description
MC-8811C	2 in. Pleated MERV 8
MC-8813A	1 in. 3-Ply Panel MERV 7
MC-8813B	1 in. 4-Ply Panel MERV 8
MC-8815	4 in. Mini-pleat 95% DOP/HEPA Type
MC-8821	4 in. Mini-pleat 99.97% HEPA
MC-8826	4 in. Pleated MERV 7
MC-8827A	4 in. Extended Surface MERV 14
MC-8827B	4 in. Pleated MERV 13
MC-8827C	4 in. Extended Surface MERV 11
MC-8836C	2 in. Throw-away Media Filter with BC-400
MC-8836D	2 in. Throw-away Media Filter with BS-100XL
MC-8836E	2 in. Throw-away Media Filter with BC-700

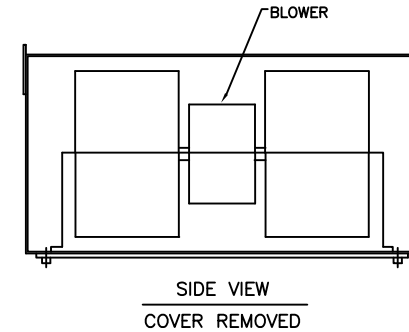
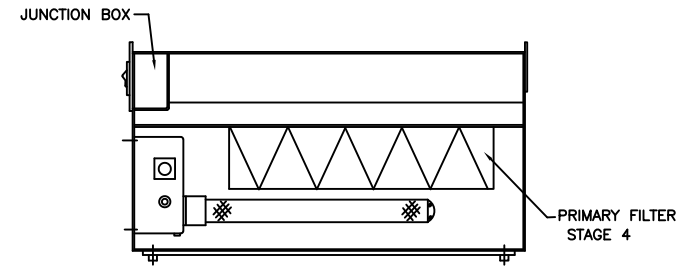
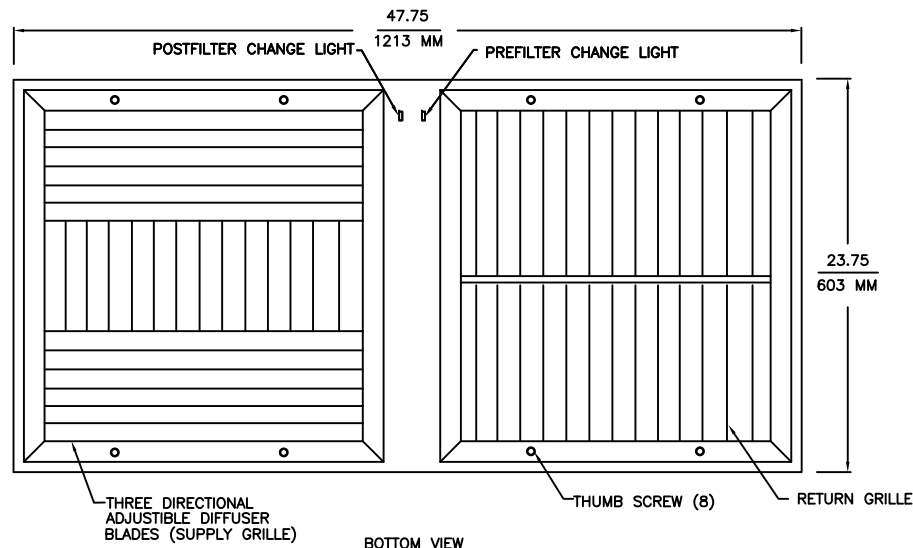
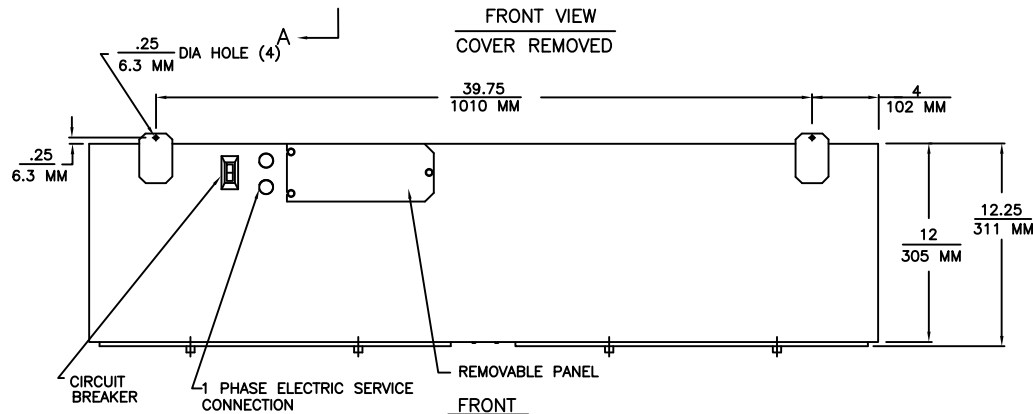
Notes:
1. MC-8811A or MC-8813A may be used in Stage I as prefilters.
2. MC-8836 maybe used as an intermediate filter in Stage II and III.
3. MC-8836E is a special order filter subject to minimum quantities.

SUGGESTED GUIDE MC-880 SYSTEM SPECIFICATION

The Air Purification System shall be self-contained, flush mounted for installation into a standard "T" Bar ceiling grid and include all required filter elements, Bi-polar Ionization (UV "C") elements, blower assembly and controls required for the application. The System shall be capable of effectively controlling the gas and particulate phase contaminants normally found in a _____(application). The process shall include progressive density fibrous filters with a final efficiency of MERV _____ASHRAE 52.2/ _____% DOP; Bioclimatic Bi-polar Ionization/UV "C"; and _____gas filter media enclosed in honeycomb throw away panels. The cabinet shall be constructed from Type 5052 Aluminum sheet, assembled with rivets and lined with one inch accoustical foam. Seal all metal to metal surfaces with silicone sealant. The Air Purification System shall deliver _____cfm with all filters installed. Input electrical service shall be 115Volts, 1 phase, 60 Hz.



FRONT VIEW
COVER REMOVED



CONSTRUCTION	ALUMINUM, PAINTED BAKED ENAMEL	
WEIGHT	80 lb	36 kg
ELECTRICAL SERVICE	115 VAC, 1 ϕ , 60 Hz	230 VAC, 1 ϕ , 50/60 Hz
BLOWER	TWIN UNITS, DOUBLE INLET, FORWARD CURVED	
BLOWER MOTOR	1/4 HP, 1625 RPM, 3.4 AMP	
SOUND LEVEL	53.5 DB @ 4.5 FT	

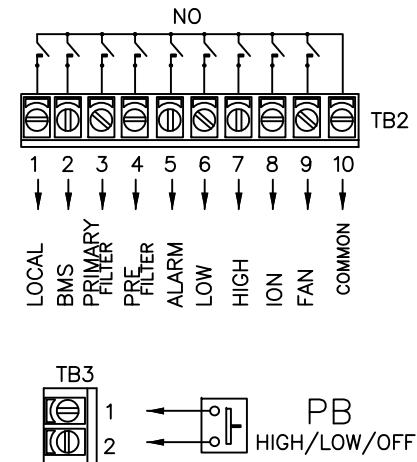
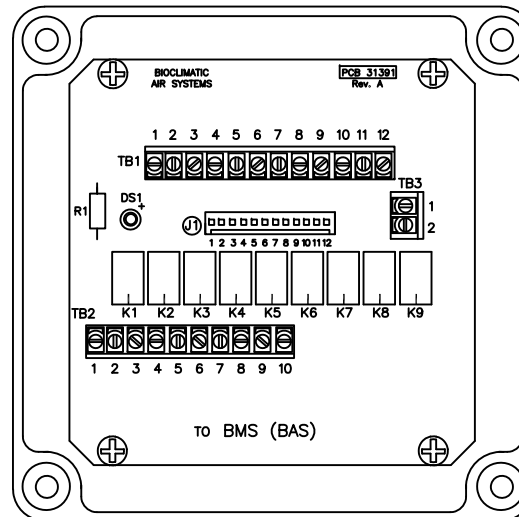
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCE: FRACTIONS ANGLES 3 PLACE DECIMALS 2 PLACE DECIMALS	DRAWN	17	BIOCLIMATIC AIR SYSTEMS				
	CHECKED		MC-880 WITH BI-POLAR GENERATOR (MC-8865)				
	PROJ. ENGR.						
	QA						
	MATERIAL			SIZE	FSCM NO.	DWG. NO.	11023
			SCALE			SHEET 1	

[illegible]

- PUSH BUTTON "SET" FIRST TIME - "HIGH", "LOCAL", "FAN", & "ION" LIGHTS WILL BE ON. UNIT WILL BE ON (HIGH MOTOR SPEED/ IONIZATION LEVEL).
- PUSH BUTTON "SET" SECOND TIME - "LOW", "LOCAL", "FAN", & "ION" LIGHTS WILL BE ON. UNIT WILL BE ON (LOW MOTOR SPEED/ IONIZATION LEVEL).
- PUSH BUTTON "SET" THIRD TIME - NO LIGHTS. UNIT OFF.

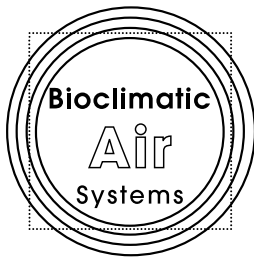
"ALARM" – RED (ION GENERATOR FAILURE)
 "PREFILTER" – RED (DIRTY FILTER)
 "FINAL FILTER" – RED (DIRTY FILTER)
 "HIGH" – AMBER (HIGH BLOWER SPEED & ION LEVEL)
 "LOW" – YELLOW (LOW BLOWER SPEED & ION LEVEL)
 "FAN" – GREEN (BLOWER – ON)
 "ION/UV" – GREEN (ION GENERATOR/UV – ON)

- START/STOP
- HIGH/LOW
- OBSERVE:
 - "PREFILTER" ALARM
 - "FINAL FILTER" ALARM
 - FAN, ION GENERATOR STATUS



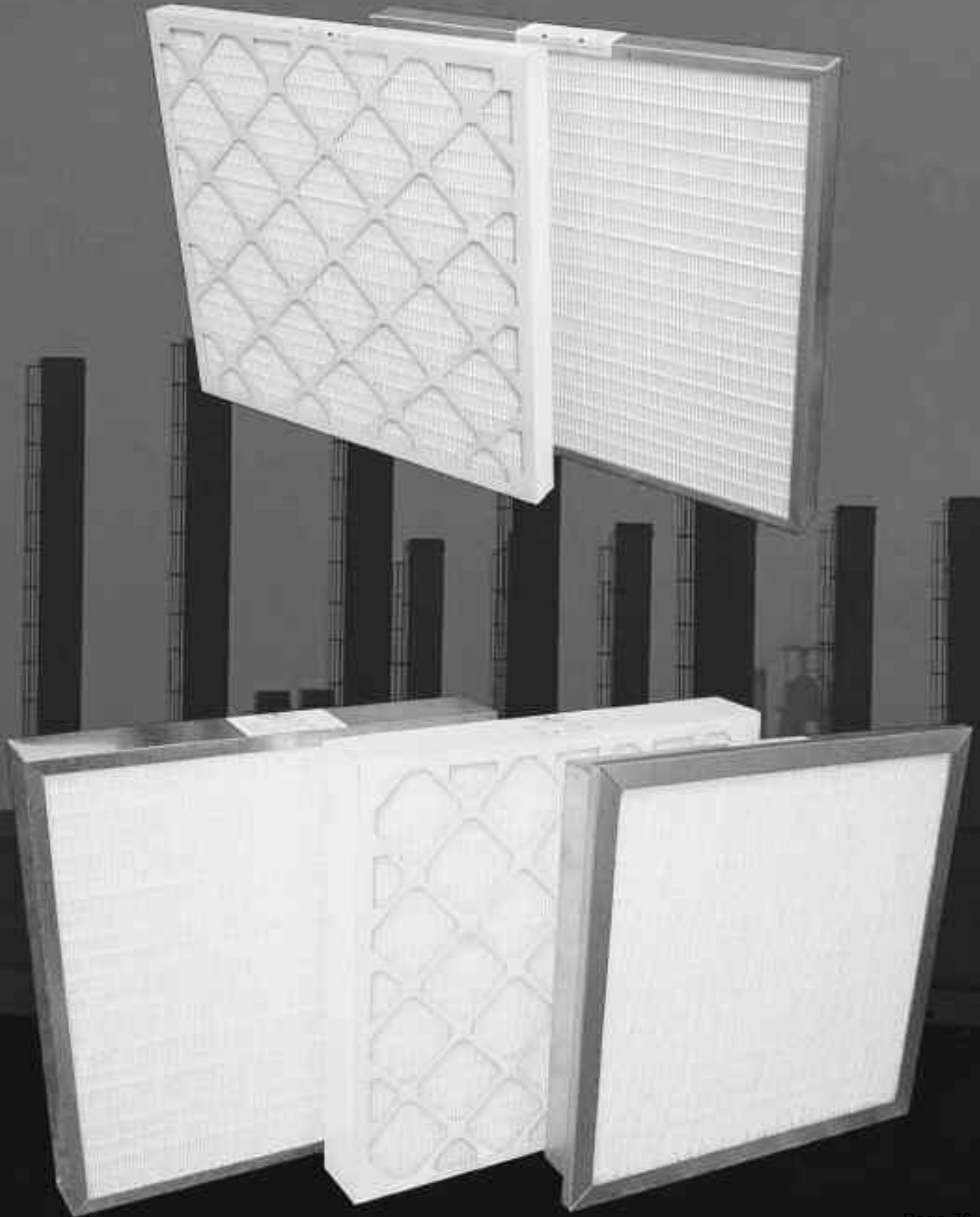
ELECTRICAL CONNECTION
(BY OTHERS)

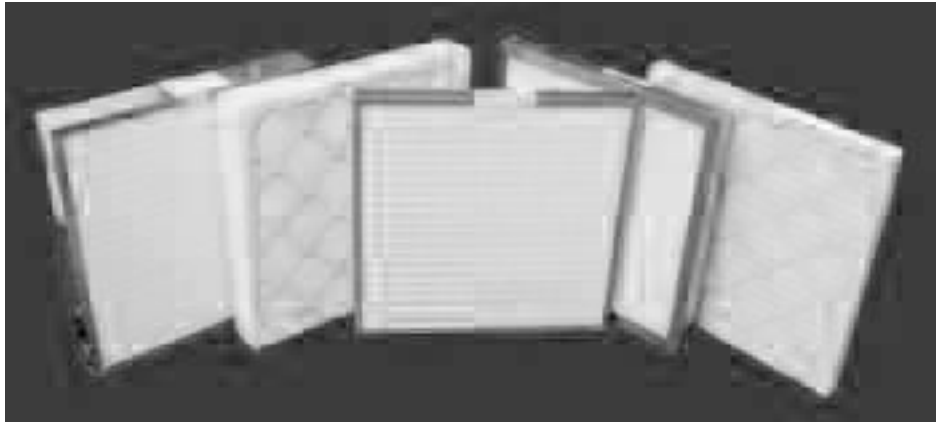
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Bioclimatic®

EXTENDED SURFACE MINI-PLEAT FILTERS





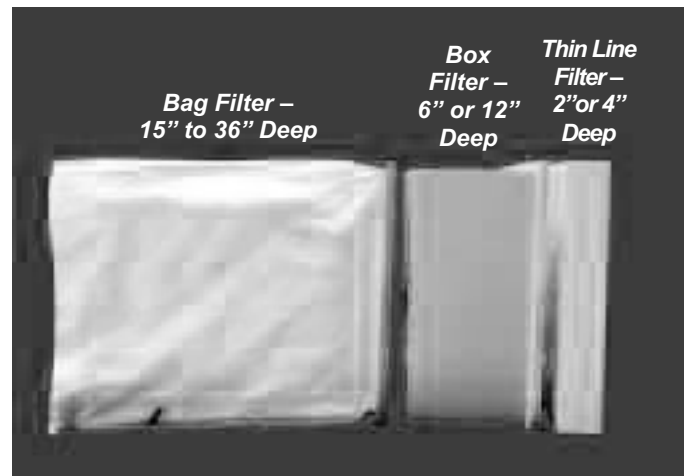
Tri-Cell IV and Tri-Cell II shown with various frame options

TRI-CELL IV TRI-CELL II

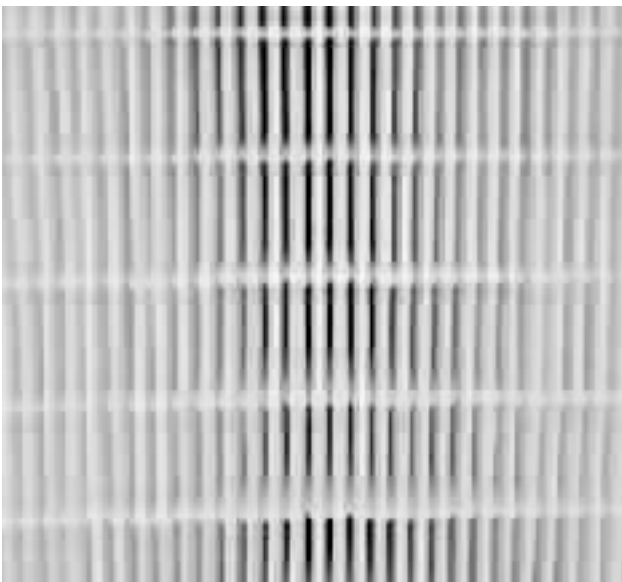
Thin Line Series offers mini-pleat technology, high efficiency and convenient thin design – a true innovative filtration solution.

Thin Line – Available in either two or four inch thicknesses to offer full flexibility. Higher efficiency requirements due to the increased concerns of bioaerosols have left building operators with few options. The Tri-Cell Thin Line Series is a great solution for these retrofit applications.

The Tri-Cell Thin Line Series is also an excellent choice for new construction projects with the added benefit of high filtration while utilizing very little space.



Mini-Pleat Technology – The Tri-Cell Thin Line Series utilizes the same Mini-Pleat technology found in our Tri-Pure HEPA filters. Tri-Cell Thin Line Series media packs are pleated in a cleanroom environment offering maximum protection from contamination during the manufacturing process. Mini-Pleat technology offers the advantage and added benefit of maximum amount of media – this results in longer service life, lower resistance and lower energy related expenses.



HIGH EFFICIENCY – Tri-Cell Thin Line Series is offered in a variety of efficiencies for a wide range of applications. Tri-Cell Thin Line Series is offered in 60-65% (MERV 11), 80-85% (MERV 13) and 90-95% (MERV 14) rated efficiencies.

This wide range of efficiencies offers the flexibility to be effective in removing a wide range of 'target' particle size in a assortment of settings – from hospital, pharmaceutical, commercial, institutional, manufacturing and more.

DISPOSAL – Tri-Cell Thin Line Series offers the advantage of increased disposability. Tri-Cell Thin Line Series increased disposability is achieved by its ‘Thin’ design and materials of construction. Tri-Cell Thin Line Series offers greater than 80% reduction in volume over other traditional high efficiency filters. When the option of a moisture resistant die-cut frame is used, there are no metal components to dispose of making it a fully incinerable filter.



REDUCED SHIPPING AND STORAGE

Another obvious benefit of the Tri-Cell Thin Line Series is reduced shipping and storage cost. The Tri-Cell Thin Line Series offers a vast reduction in shipping and storage space when compared to other traditional high efficiency products. Reductions can exceed 80% - resulting in significant freight and storeroom savings.

FRAME OPTIONS – Tri-Cell Thin Line Series is offered in three standard frame options. The first is a moisture resistant Die-Cut Frame. This frame option is available in both 2” and 4” depths, in standard and special sizes.

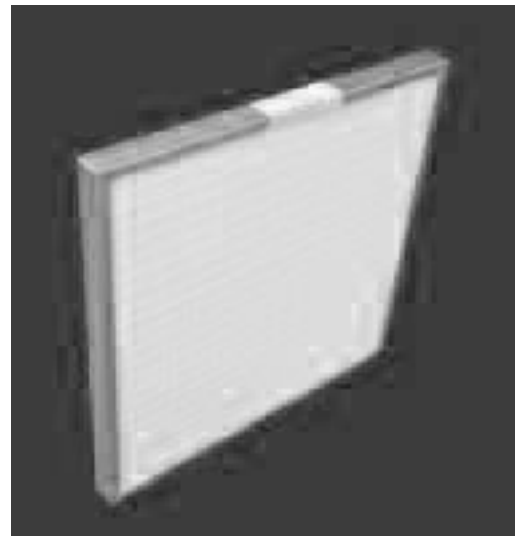
Another frame option available on the Tri-Cell Thin Line Series is the ‘C’ Style Galvanized Metal Frame. The ‘C’ style frame offers added robustness for more demanding applications. This frame option is also available in both 2” and 4” depths, in standard and special sizes.



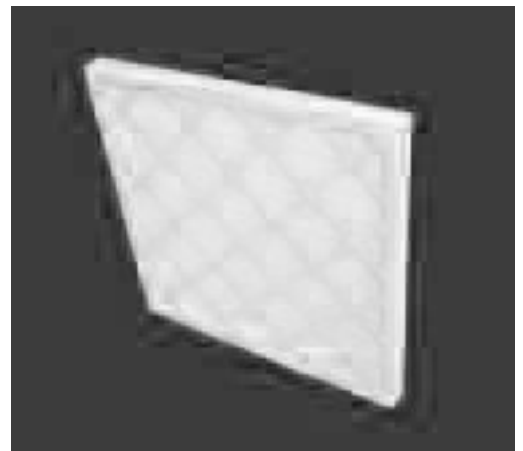
Metal Single Header Style – Available in 4” Depth Only

Another option is the Metal Single Header Style. The metal single header style is also constructed of galvanized metal with a 13/16” header and is available only in a 4” depth. This frame style is for use in a 1” filter track maximizing the opportunities to upgrade existing HVAC systems.

This wide selection of frame options and filter depths allows for the use of the Tri-Cell Thin Line Series in a wide range of applications.



Metal ‘C’ Style – Available in 2” and 4” Depths



Moisture Resistant Die-Cut Style – Available in 2” and 4” Depths

TECHNICAL INFORMATION

MEDIA

Microfiber

FRAME

Moisture Resistant Die-Cut,
and Galvanized ("C" Style
and Single Header)

RECOMMENDED AIRFLOW

2" Deep Model – 250 FPM

4" Deep Model – 500 FPM

RECOMMENDED FINAL RESISTANCE

1.5" W.G.

RATED EFFICIENCIES

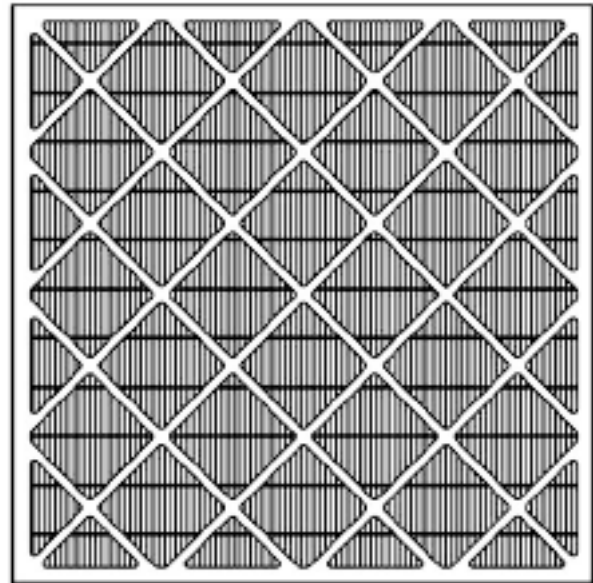
ASHRAE 52.1 (ASHRAE 52.2)

60-65% (MERV 11)

80-85% (MERV 13)

90-95% (MERV 14)

DRAWING

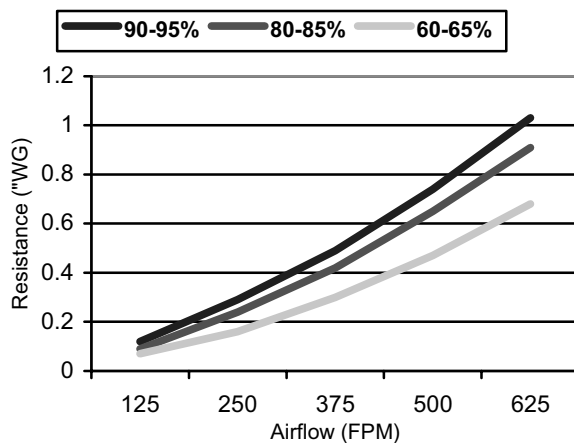


UPSTREAM FACE VIEW

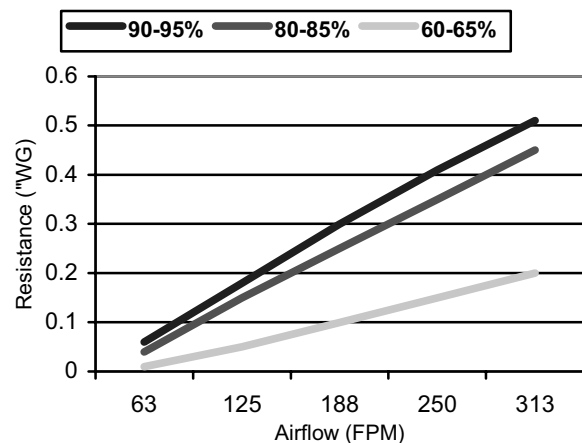


BOTTOM/SIDE VIEW

TRI-CELL IV RESISTANCE TO AIRFLOW



TRI-CELL II RESISTANCE TO AIRFLOW





Bioclimatic Air Systems

600 Delran Parkway
Delran, NJ 08075 USA
(856) 764-4300 / Fax (856) 764-4301

PRODUCT DATA

GAS FILTRATION MEDIA

BIO-SORB 145XL

BS-145XL is a 50% blend by volume of BS-100XL, an activated alumina pellet impregnated with Potassium Permanganate and BC-400, granular coconut shell based activated carbon. Refer to the specifications for BS-100XL and BC-400 for the product description.

BS-145XL provides enhanced performance in controlling compounds usually controlled by BS-100XL and BC-400 with the added benefit of protection of the BS-100XL from "blinding" or crystallization. The combined benefits of both media can be realized in a single bed. By combining the adsorptive potential of the activated carbon with the potent oxidizing power of the potassium permanganate, the BS-145XL media blend is suitable for use in a wide variety of applications.

TYPICAL PROPERTIES:

Apparent Density	0.64 g/cc
Bulk Density	40 lb/ft ³
Resistance @ 100 fpm	0.35 in. WC/in. bed
Resistance @ 0.5 m/s	88 Pa/25 mm bed

PACKAGING

BS-145XL is available in 1 in or 2 in. throwaway panels or by special order in 1 cu. ft. corrugated cartons.

SAFETY PRECAUTIONS

Always refer to the Material Safety Data Sheet for detailed information on safety.



Bioclimatic Air Systems

600 Delran Parkway
Delran, NJ 08075 USA
(856) 764-4300 / Fax (856) 764-4301

PRODUCT DATA

GAS FILTRATION MEDIA

BIO-SORB 100XL

BS-100XL is an activated alumina pellet impregnated with Potassium Permanganate and other proprietary chemicals to achieve superior capacity. Contaminant removal is achieved by adsorption of the contaminant onto the active sites, followed by an oxidation reduction reaction with the impregnated Potassium Permanganate and other chemicals resulting in the formation of stable, non-toxic products. BS-100XL may applied to achieve enhanced performance in removing compounds including Hydrogen Sulfide, Sulfur Dioxide, Nitrogen Dioxide, Mercaptans and many lighter molecular weight volatile organic compounds such as Aldehydes, Alcohols, and Ketones from air streams.

SPECIFICATIONS:¹

Capacity	0.84 g H ₂ S/cc
Hardness (ASTM)	80% Min.
Thermal Stability	Non-Flammable; Listed UL 900, Class 1

TYPICAL PROPERTIES:

Apparent Density	0.8 g/cc
Bulk Density	50 lb./ft ³
KMnO ₄ Content	6% Min. wet basis
Moisture	15% - 20%
Shape	spherical
Particle Size	3.8 mm
Resistance @ 100 fpm	0.3 in. WC/in. bed
Resistance @ 0.5 m/s	75 Pa/25 mm bed

Notes:

1. Typical Properties are general information only and shall not be construed as product specifications.

PACKAGING

BS-100XL is available in 1 cu. ft. corrugated cartons, 7 cu. ft. plastic lined drums. Unless otherwise specified, BS-100XL is supplied in 1 cu. ft. corrugated cartons.

SAFETY PRECAUTIONS

Always refer to the Material Safety Data Sheet for detailed information on safety.



Bioclimatic Air Systems

600 Delran Parkway
Delran, NJ 08075 USA
(856) 764-4300 / Fax (856) 764-4301

PRODUCT DATA

GAS FILTRATION MEDIA

BIO-CARB 300/400

BC-300/BC-400 is a virgin activated carbon media, which utilizes an extruded coal based or granular coconut shell substrate. Activated carbon is well recognized in the Air Pollution Control industry for its extraordinary adsorption capacity. The adsorption process is a physical phenomenon in which certain substances are able to attract contaminant gas molecules and fix them unto their surfaces. The adsorption potential of a gas contaminant is positively correlated with its molecular weight and is dependent on the structure of the molecule. By strictly enforcing the specifications for mesh size, CTC activity, moisture content and hardness, these products ensure the maximum removal efficiencies at the lowest possible resistance.

SPECIFICATIONS:

BC-300/Coal Based

Apparent Density	0.39 – 0.52 g/cc
Carbon Tetrachloride	60% Min.
Hardness (ASTM)	90% Min.

TYPICAL PROPERTIES:

BC-300/Coal Based

Apparent Density	
Bulk Density	28 lb/ft ³ Avg.
Carbon Tetrachloride	
Surface Area	1000 m ² /g
Hardness (ASTM)	
Moisture	3% max.
Ash	9%
Shape	Cylindrical
Particle Length	4.5 mm
Mean Particle Diameter	3.75 mm
Resistance @ 100 fpm	0.25 in. WC/in. bed
Resistance @ 0.5 m/s	62 Pa/25 mm bed

BC-400/Coconut Shell Type

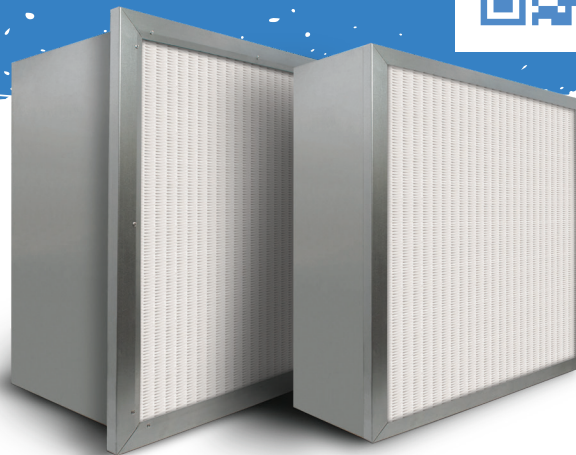
0.45 g/cc
28 lb/ft ³
60% Min.
1200 m ² /g
98%
4% Max.
4%
Granule
N/A
4 x 8 mesh
0.30 in. WC/in. bed
75 Pa/25 mm bed

PACKAGING

BS-300/Coal Based & BC-400/Coconut Shell carbons are available in 1 cu. ft. corrugated cartons and 7 cu. ft. plastic lined drums. Unless otherwise specified, BC-300/BC-400 is supplied in 1 cu. ft. corrugated cartons.

SAFETY PRECAUTIONS

Always refer to the Material Safety Data Sheet for detailed information on safety.



METAL FRAME MINI-PLEAT FILTERS

FEATURES AND BENEFITS

The Air Filters Incorporated **SuperFLO MaxTM** extended surface, mini-pleat filters are designed for use in environments where low airflow resistance, high dust holding capacity, and long service life are crucial.

The **SuperFLO MaxTM** has five times the media surface area when compared to standard pleated air filters resulting in a lower energy cost and a longer service life.

The **SuperFLO MaxTM** is constructed using a heavy-duty metal frame with micro-fiberglass filter media. Adhesive beads ensure even airflow and filter strength. The micro-fiberglass filter media is resistant to moisture and will not promote the growth of bacteria, mold, mildew, or fungi in normal operating environments. The media pack is securely bonded with a urethane adhesive to the metal frame eliminating air bypass and creating an airtight seal.

APPLICATIONS

- Hospitals and Medical Facilities
- Airports
- Industrial Plants
- Food Processing
- Commercial Buildings
- Pharmaceutical Facilities
- Cleanrooms
- Datacenters
- Gas Turbines
- Pre-Filters for shooting ranges, cleanrooms, and more

CONSTRUCTION

MEDIA:

- Micro Fiberglass or Synthetic Media in ASHRAE 65, 85, or 95 (MERV 11, 13, 14), DOP (MERV 16), HEPA, or ULPA
- 2", 4" and 6" depths available
- Media is moisture and humidity resistant
- Computer measured pleat height is optimized to ensure low pressure drop and low resistance
- Uniform glue bead separators, maximizing filtration
- Specialized sealant adheres and bonds filter media to heavy-duty metal frame eliminating air bypass and ensuring filter integrity in high moisture applications
- Synthetic media available

FRAME:

- Galvanized, Aluminum, or Stainless-Steel Frame
- Box Style or with a Single Header
- Optional Air-Exit Metal Face Guard
- Optional Neoprene gasket up-stream, down-stream, or both sides



AFI.LC.PBR.0120.v1.0.1



AirFilterUSA.com



800 667 8563

Air Filters Inc. maintains a policy of continuous research for product improvement and reserves the right to change design and specifications without notice.
All products are designed and manufactured in Houston, Texas | 8282 Warren Road, Houston, TX, 77040 | 800-667-8563



Metal Frame: 4" Mini-Pleat

ULPA - 99.999%	Size W X H X D Nominal	Size W X H X D Exact	Rated Air Flow Capacity (CFM)	Initial Resistance IN. W.G.		Media Square Feet	
				Box	Header	Box	Header
	24 X 24 X 4	24" X 24" X 3 3/4"	1000	1.25	1.45	181.05	159.58
	20 X 25 X 4	20" X 25" X 3 3/4"	868	1.25	1.45	157	137.20
	20 X 24 X 4	20" X 24" X 3 3/4"	834	1.25	1.45	150.88	131.30
	20 X 20 X 4	20" X 20" X 3 3/4"	700	1.25	1.45	125.60	107.83
	18 X 24 X 4	18" X 24" X 3 3/4"	750	1.25	1.45	135.79	117.16
	16 X 25 X 4	16" X 25" X 3 3/4"	695	1.25	1.45	125.40	107.62
	16 X 20 X 4	16" X 20" X 3 3/4"	560	1.25	1.45	100.50	84.61
	12 X 24 X 4	12" X 24" X 3 3/4"	500	1.25	1.45	90.53	64.75

HEPA - 99.999%	Size W X H X D Nominal	Size W X H X D Exact	Rated Air Flow Capacity (CFM)	Initial Resistance IN. W.G.		Media Square Feet	
				Box	Header	Box	Header
	24 X 24 X 4	24" X 24" X 3 3/4"	1000	1.25	1.45	181.05	159.58
	20 X 25 X 4	20" X 25" X 3 3/4"	868	1.25	1.45	157	137.20
	20 X 24 X 4	20" X 24" X 3 3/4"	834	1.25	1.45	150.88	131.30
	20 X 20 X 4	20" X 20" X 3 3/4"	700	1.25	1.45	125.60	107.83
	18 X 24 X 4	18" X 24" X 3 3/4"	750	1.25	1.45	135.79	117.16
	16 X 25 X 4	16" X 25" X 3 3/4"	695	1.25	1.45	125.40	107.62
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	16 X 25 X 4	16" X 25" X 3 3/4"	695	1.00	1.20	125.40	107.62
	16 X 20 X 4	16" X 20" X 3 3/4"	560	1.00	1.20	100.50	84.61
	12 X 24 X 4	12" X 24" X 3 3/4"	500	1.00	1.20	90.53	64.75

HEPA - 99.97%	Size W X H X D Nominal	Size W X H X D Exact	Rated Air Flow Capacity (CFM)	Initial Resistance IN. W.G.		Media Square Feet	
				Box	Header	Box	Header
	24 X 24 X 4	24" X 24" X 3 3/4"	1000	1.00	1.20	181.05	159.58
	20 X 25 X 4	20" X 25" X 3 3/4"	868	1.00	1.20	157	137.20
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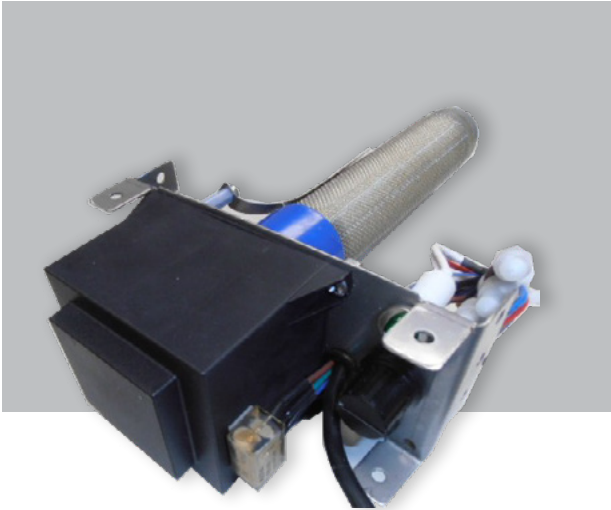
AirFilterUSA.com



800 667 8563

PRODUCT SUBMITTAL

FC100



APPLICATION

The AtmosAir FC100 ionization system is intended to be mounted in the supply discharge in smaller air handling systems such as fan coils, heat pumps and other unitary type systems. The system can be integrated on an OEM basis, or a retrofit package is also available. Access to the unit's control panel is provided. The unit will be calibrated at the factory per AtmosAir recommendations or the contractor will calibrate the ionization setting to attain ion level readings of between 350 and 1,500 negative ions/cm³ in the space.

Figure 1

Duct Size (Inches)	Pressure Drop (Pa) for various CFM		
	250	500	1000
36 x 36	0	0	0
24 x 24	0	0	0
18 x 18	0	10	10
16 x 16	10	10	20
12 x 12	80	160	810

SPECIFICATIONS

General Product Information

Air Flow Rating	Up to 2400CFM
Pressure Drop	Minimal (see Fig. 1)
Housing Material	22 Gauge Stainless Steel w/ integral universal mounting bracket.
Weight	4.25 pounds
Max Operation Temp.	150° F (65.5° C)

Electrical

Voltage	115 or 240 VAC
Frequency	50/60 Hz
Power Consumption	5 watts
Current Draw	0.2 Amps
Internal Fuse	1.25 Amp
Field Electrical Connection	Integrated into AHU

Ionization Tube

Material	Multi-Core Composite
Number	One (1)
Size	C(8") D (10") E (15")
Tube Life	17,600 Hours
Options	Air Switch, China Standard Plug Available

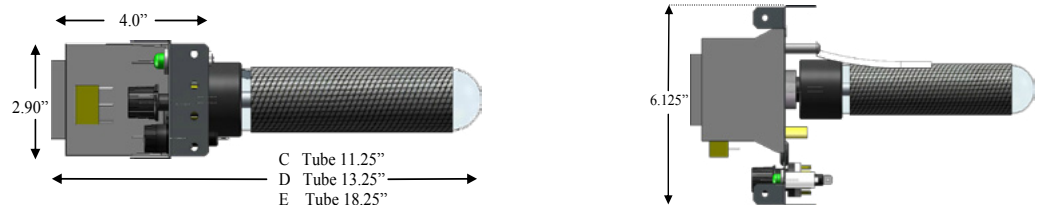
Dimensions

See Figure 2

Approvals

ETL [UL 1995:2015 Ed.5] [CSA C22.2#236:2015 Ed.5]
[UL 867:2011 Ed.5 +R:07Aug2018] [UL SUBJECT 867A:2014 Ed.1]

Figure 2



HVAC DIFFERENTIAL PRESSURE SWITCH

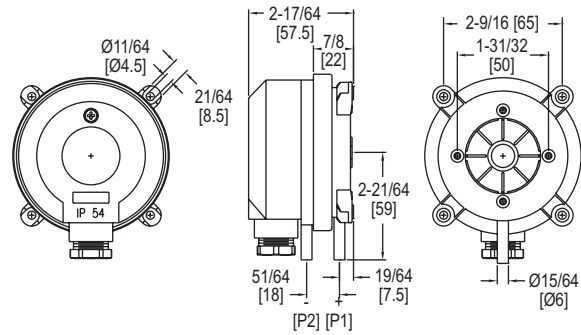
With Dual Scale Field Adjustable Set Point Knob



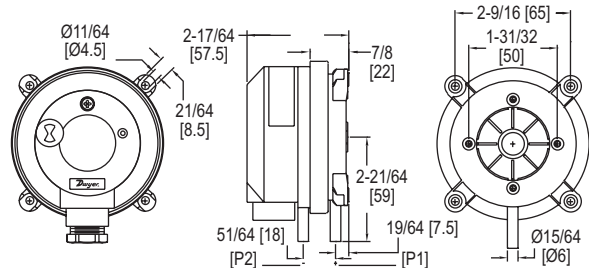
ADPS



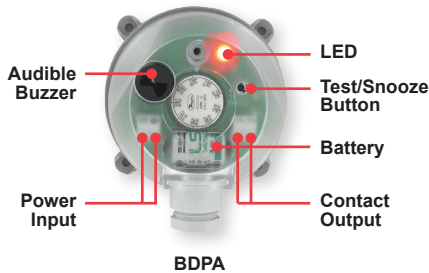
EDPS



ADPS/EDPS/BYDS



BDPA



BDPA

The **SERIES ADPS/EDPS/BDPA/BYDS** Adjustable Differential Pressure Switch is designed for pressure, vacuum, and differential pressures. The dual scaled adjustment knob in inches water column and pascals allows changes to the switching pressure to be made without a pressure gage. The ADPS/EDPS/BDPA are available with settings from 0.08 in w.c. (20 Pa) up to 20 in w.c. (5000 Pa). The silicone diaphragm and PA 6.6 body make the series ADPS ideal for use with air and other noncombustible gases. Series EDPS models meet UL508 and are constructed of plenum rated plastics. The series BDPA Adjustable Differential Pressure Alarms offer a versatile range of configurations allowing utilization of their many features including buzzer and LED notification, and battery or line powered. The compact size, adjustment knob and low cost make the ADPS/EDPS/BDPA the perfect choice for HVAC applications.

FEATURES/BENEFITS

- Adjustment knob changes switching pressure easily with a pressure gage reducing components for application
- Low cost device makes it an excellent solution in BAS and HVAC applications requiring duct control and monitoring
- Relay contact allows simple integration with DDC or building systems

APPLICATIONS

- Air filter and ventilator monitoring
- Industrial cooling circuits
- Fire-protection damper control
- Ventilation duct monitoring
- Fan heater overheating protection
- Heat exchanger frost protection

SPECIFICATIONS

Service: Air and non-combustible, compatible gases.

Wetted Materials: ADPS/BYDS:

Diaphragm material: Silicone;

Housing material: POM; Switch

body: PA 6.6; Cover: Polystyrene;

EDPS: Diaphragm material: Silicone;

Housing material: Switch body: PA 6.6;

Cover: Polystyrene; Materials UL 94 V-0

rated.

Temperature Limits: Process and

ambient temperature from -4 to 185°F

(-20 to 85°C).

Pressure Limits: Max. operating

pressure: 40 in w.c. (10 kPa) for all

pressure ranges.

Switch Type: Single-pole double-throw

(SPDT).

Electrical Rating: Max. 1.5 A res./0.4 A ind./250 VAC, 50/60 Hz; Max. switching rate: 6 cycles/min.

Electrical Connections: Push-on screw terminals. M20x1.5 with cable strain relief or optional 1/2" NPT.

Process Connections: 5/16" (7.94 mm) outside diameter tubing, 1/4" (6.0 mm) inside diameter tubing.

Enclosure Rating: NEMA 13 (IP54).

Mounting Orientation: Vertically,

with pressure connections pointing

downwards.

Mechanical Working Life: Over 10⁶

switching operations.

Weight: 5.6 oz (160 g).

Agency Approvals: ETL approved to

UL508 and CSA C22.2#14 (EDPS only).

MODEL CHART - ADPS			
Model	Set Point Range in w.c. (Pa)	Approx. Dead Band @ Min Set Point in w.c. (Pa)	Approx. Deadband @ Max Set Point in w.c. (Pa)
ADPS-08-2-N	0.08 to 1.20 (20-300)	0.04 (10)	0.05 (12)
ADPS-04-2-N	0.12 to 1.60 (30-400)	0.06 (15)	0.09 (23)
ADPS-03-2-N	0.20 to 2.00 (50-500)	0.08 (20)	0.09 (23)
ADPS-05-2-N	0.80 to 4.00 (200-1000)	0.4 (100)	0.5 (130)
ADPS-06-2-N	2.00 to 10.00 (500-2500)	0.6 (150)	0.8 (200)
ADPS-07-2-N	4.00 to 20.00 (1000-5000)	1.0 (250)	1.4 (350)

Note: For optional 1/2" NPT conduit connection, change -2-N to -1-N. Models that include installer kit add -C to the end of the model number (-2-N cable gland models only). Installer kit includes two static tips and 7 ft of PVC tubing. Order installer kit separately with 1/2" NPT conduit connection models. See A-481 in the accessories list. Consult factory for bulk packaging option.

MODEL CHART - EDPS			
Model	Set Point Range in w.c. (Pa)	Approx. Dead Band @ Min Set Point in w.c. (Pa)	Approx. Dead Band @ Max Set Point in w.c. (Pa)
EDPS-08-1-N	0.08 to 1.20 (20-300)	0.04 (10)	0.05 (12)
EDPS-04-1-N	0.12 to 1.60 (30-400)	0.06 (15)	0.09 (23)
EDPS-03-1-N	0.20 to 2.00 (50-500)	0.08 (20)	0.09 (23)
EDPS-05-1-N	0.80 to 4.00 (200-1000)	0.4 (100)	0.5 (130)
EDPS-06-1-N	2.00 to 10.00 (500-2500)	0.6 (150)	0.8 (200)
EDPS-07-1-N	4.00 to 20.00 (1000-5000)	1.0 (250)	1.4 (350)

Note: For optional M20 cable gland connection, change -1-N to -2-N.

MODEL CHART - BDPA			
Model	Set Point Range in w.c. (Pa)	Approx. Dead Band @ Min Set Point in w.c. (Pa)	Approx. Dead Band @ Max Set Point in w.c. (Pa)
BDPA-08-2-N	0.08 to 1.20 (20 to 300)	0.04 (10)	0.05 (12)
BDPA-04-2-N	0.12 to 1.60 (30 to 400)	0.06 (15)	0.09 (23)
BDPA-03-2-N	0.20 to 2.00 (50 to 500)	0.08 (20)	0.09 (23)
BDPA-05-2-N	0.80 to 4.00 (200 to 1000)	0.4 (100)	0.5 (130)
BDPA-06-2-N	2.00 to 10.00 (500 to 2500)	0.6 (150)	0.8 (200)
BDPA-07-2-N	4.00 to 20.00 (1000 to 5000)	1.0 (250)	1.4 (350)

MODEL CHART - BYDS	
Model	Description
BYDS	Bypass damper version
Note: All models available online.	

ACCESSORIES	
Model	Description
A-288	"L" type metal mounting bracket with screws
A-289	"S" type metal mounting bracket with screws
A-480	Plastic static pressure tip
A-481	Installer kit, includes 2 plastic static pressure tips & 7' (2.1 m) of PVC tubing
A-489	4" straight static pressure tip with flange



A-480



Bioclimatic Air Systems

600 Delran Parkway
Delran, NJ 08075 USA
(856) 764-4300 / Fax (856) 764-4301

MANUFACTURER'S WARRANTY

WARRANTY: THE SELLER WARRANTS THE EQUIPMENT AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR FIFTEEN (15) MONTHS FROM DATE OF FACTORY SHIPMENT OR ONE (1) YEAR FROM COMMISSIONING, WHICHEVER OCCURS FIRST. ~~IN ADDITION TO THE FOREGOING, THE SELLER WARRANTS 1) ION GENERATORS (LESS ION TUBES) AND CONTROLS FOR A TOTAL PERIOD OF FIVE YEARS FROM DATE OF FACTORY SHIPMENT; 2) ION TUBES ON A PRORATED BASIS FOR A TOTAL PERIOD OF THIRTY-NINE MONTHS FROM DATE OF FACTORY SHIPMENT.~~ IN THE FULFILLMENT OF ITS WARRANTY, THE SOLE OBLIGATION OF SELLER SHALL BE TO REPAIR OR REPLACE, AT ITS OPTION, F.O.B. ITS FACTORY, ANY PART OR PARTS WHICH ARE RETURNED F.O.B. ITS FACTORY, SHIPPING CHARGES PREPAID, AND WHICH AFTER INSPECTION BY SELLER ARE FOUND TO BE DEFECTIVE, BUYER SHALL NOTIFY SELLER OF DEFECT IN WRITING, PROMPTLY UPON DISCOVERY AND WITHIN THE WARRANTY PERIOD. THIS WARRANTY DOES NOT COVER DEFECTS CAUSED BY CORROSION OR NORMAL DETERIORATION; IT DOES NOT EXTEND TO CONSEQUENTIAL DAMAGE, LOSS OR DELAY ASSOCIATED WITH A WARRANTY DEFECT; AND IT DOES NOT COVER ANY COST OF LABOR, TRAVEL, OR OTHER EXPENSE ASSOCIATED WITH THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. SELLER ASSUMES NO LIABILITY FOR PRODUCT LOSS OR OTHER CLAIMS WHATSOEVER ARISING OUT OF THE USE OR APPLICATION OF THE EQUIPMENT IN ANY OPERATIONS, WHETHER THE MACHINE IS USED ALONE OR IN CONJOINT USE WITH OTHER EQUIPMENT OR PROCESSES. NOTWITHSTANDING THE FOREGOING, SELLER'S WARRANTY OBLIGATIONS WITH RESPECT TO ANY ITEMS NOT MANUFACTURED BY SELLER SHALL NOT EXCEED THE OBLIGATIONS UNDERTAKEN BY THE MANUFACTURER THEREOF UNDER EXPRESS WARRANTY TO THE SELLER. THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

THERE ARE NO OTHER REPRESENTATIONS, WARRANTY OF CONDITION IN ANY RESPECT EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONTRACT OR TORT, OTHER THAN WHAT IS STATED ABOVE.

THE SELLER SHALL NOT BE HELD LIABLE IN ANY WAY FOR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED.

THIS WARRANTY WILL NOT APPLY IF THE SELLER'S EQUIPMENT HAS BEEN DAMAGED DUE TO IMPROPER INSTALLATION, ALTERATION, ABUSE OR MISUSE, ACCIDENT, FIRE, FLOOD OR ACT OF GOD. FURTHER, THIS WARRANTY WILL NOT APPLY IF REPAIRS, REPLACEMENTS, OR ALTERATIONS ARE MADE BY OTHERS WITHOUT THE SELLER'S PRIOR WRITTEN AUTHORIZATION.

IN THE EVENT THE STATE IN WHICH THE EQUIPMENT IS INSTALLED DOES NOT PERMIT THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS UNDER GIVEN CIRCUMSTANCES, THE PROVISIONS OF THIS WRITTEN WARRANTY ARE IN ADDITION TO AND NOT A MODIFICATION OF THE STATUTORY WARRANTIES AND OTHER RIGHTS AND REMEDIES PROVIDED BY SUCH LAWS.

NOTES:

"ANY MODIFICATION OR UNAUTHORIZED REPAIR TO ORIGINAL EQUIPMENT BY ANY COMPANY OR PERSON OTHER THAN THE MANUFACTURER WILL SERVE TO VOID THE SELLER'S LIABILITY UNDER THE MANUFACTURER'S WARRANTY. ION GENERATOR AND CONTROL ENCLOSURES CONTAINING ELECTRONIC COMPONENTS ARE SEALED TO PREVENT UNAUTHORIZED TAMPERING OR ADJUSTMENTS. ONLY AUTHORIZED SERVICE PROVIDES MAY BREAK SEALS TO COMPLETE CALIBRATION OR REPAIRS. UNAUTHORIZED TAMPERING OR BREAKING SEALS WILL RELEASE THE SELLER FROM ANY AND ALL LIABILITY UNDER THE ABOVE WARRANTY."

~~THE EXTENDED WARRANTY PERTAINS TO ALL ION GENERATORS, REMOTE MONITORS AND ION TUBES QUOTED SUBSEQUENT TO MARCH 1, 2009. THE PRORATED EXTENDED WARRANTY FOR REPLACEMENT ION TUBES IS LIMITED TO THIRTY-SIX MONTHS.~~

Revised March 09.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Board and Commissions Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Jessica Jaimes to the Historic Review Board for their first term to expire 9/30/2026

BACKGROUND:

There is currently a vacancy on the Historic Review Board. The Mayor has recommended Jessica Jaimes to fill the vacancy. It is recommended that this member be appointed to serve their first term, which will expire on 9/30/2026, to remain consistent with the other appointment cycles.

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 recommendation to fill the vacancy,

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 - August 6, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of 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 August 6, 2024 Regular Meeting Minutes.

ATTACHMENTS:

1. 8-6-2024 City Council Regular Meeting Minutes

{ } 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

August 6, 2024

6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call and stated that all council members were in attendance.

Present:

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

Staff:

Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/Development Services Director
Mark Schroeder, City Attorney
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Dodie Navejas, UB Customer Services Manager
Esmeralda Rangel, Assistant City Secretary
Todd Johnson, Commander
Aaron Crim, Commander

INVOCATION

Ms. Love provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Mayor McShan read the caption to the public hearing.

Preston McGrew, 180 Mustang Dr Paige TX, stated that he was here to speak on behalf of ESD#3 as one of the petitioners. He noted that this ESD would increase property taxes, increase ambulances and stations across the county, and reduce response time.

Mayor McShan closed the public hearing.

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

Mayor McShan read the caption to the public hearing.

Dan Kleiner, 106 East 11th St, wanted to vocalize his support for the project and how he believed it would positively impact our growing community and our downtown.

Mayor McShan closed the public hearing.

PUBLIC COMMENT

There were no public comments.

CITY MANAGERS REPORT

1. Review and Discussion of a City Charter Review Process

Mr. Mattis provided an update on the charter review process. He mentioned that Mr. Schroeder, the city attorney, recommended reaching out to a attorney who specializes in city charters to help the council gain a clearer understanding of the process and address any questions they may have.

2. General Activity Report and/or Project Update

Mr. Mattis shared progress on various projects such as the finished Thomas Park, EDC improvements, CLR, and several other projects that are on track for completion.

CONSENT AGENDA

1. City Council Regular Meeting Minutes-July 16, 2024

The minutes were approved on the consent agenda.

2. City Council Work Session Meeting Minutes-July 27, 2024

The minutes were approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #6 AND #7 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 USE SPECIFIC FUNDING, FOR REPAIRS TO THE HVAC SYSTEM AT 114 CENTRAL AVE, THE HISTORIC FREIGHT DEPOT AND MAKING CERTAIN FINDINGS

RELATED THERETO.

The resolution was approved on the consent agenda.

5. **A RESOLUTION OF THE CITY OF ELGIN ADOPTING A DROUGHT CONTINGENCY PLAN AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLAN TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND MAKING CERTAIN FINDINGS RELATED THERETO.**

The resolution was approved on the consent agenda.

6. **CONSIDERATION OF A REQUEST BY ST. PETERS LUTHERAN CHURCH TO WAIVE THE FEES ASSOCIATED WITH RESERVING VETERANS MEMORIAL PARK FOR A NATIVITY SCENE DISPLAY December 1, 2024 THROUGH DECEMBER 29, 2024.**

The request was approved on the consent agenda.

7. **CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE B; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON FRIDAY NOVEMBER 1, 2024 FROM 5:00 PM TO 9:00 PM FOR DIA DE LOS MUERTOS.**

The request was approved on the consent agenda.

8. **REQUEST TO CLOSE DEPOT STREET FROM MAIN STREET TO AVENUE B 2 PM TO 10 PM ON FRIDAY NOVEMBER 1, 2024 FOR DIA DE LOS MUERTOS AND TO CLOSE MAIN STREET FROM LEXINGTON TO DEPOT STREET FOR DIA DE LOS MUERTOS PARADE FROM 6:00 PM TO 7:00 PM ON FRIDAY, NOVEMBER 1.**

The request was approved on the consent agenda.

9. **REQUEST FROM SACRED HEART CATHOLIC CHURCH TO WAIVE OPEN CONTAINER ORDINANCE FOR SATURDAY, AUGUST 31 from 2:00 PM TO MIDNIGHT AND SUNDAY, SEPTEMBER 1, 2024 10:00 AM TO 10:00 PM IN ELGIN MEMORIAL PARK AND TO WAIVE NOISE ORDINANCE FOR SUNDAY, SEPTEMBER 1, 2024 UNTIL 10:00 PM IN ELGIN MEMORIAL PARK.**

The request was approved on the consent agenda.

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

NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Mr. Mattis provided an extensive presentation about all the details related to the ESD#3 petition. Mayor McShan gave each council member a turn to speak.

Ms. Love voiced her concerns about Elgin citizens having taxation without representation. Mr. Swain was concerned about Elgin citizens who resided in Travis County and how this proposal would affect them. Mr. Gibson wanted citizens to know why the council did not have enough time to deliberate on this proposal. Mr. Mattis elaborated. Ms. Casnovsky stated her disagreement with the petition and how she felt Elgin was an afterthought. Mr. Callahan agreed with his fellow council members and voiced his worry about having so

many unanswered questions and being rushed to make a decision. Mr. Rodriguez strongly agreed with his constituents that emergency services had to be upgraded, but he believed this wasn't the correct way. Mr. Dennis agreed with everything that had been said and voiced his concerns about Elgin 'not having a seat at the table'. Mayor Pro Tem Brashar stated that this proposal felt like they were drawing a division line between both counties that make up the city, she expressed this to the petitioners. Mayor McShan acknowledged and agreed with the council. She noted that they took an oath to look after every Elgin citizen and with so many unknowns to this petition, she didn't believe it would be the correct decision to accept this petition.

Ms. Love made a motion to deny the resolution in its entirety. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried. The resolution was denied in its entirety.

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

Mr. Mattis provided a refresher about the project and stated that under the current city code, this project did not meet the standard. Mr. Rodger provided a presentation to the council and addressed the main problem of adequate parking, which included an analysis that he believed showed that the amount of parking this project is providing is more than adequate for the space they are working on. Discussion followed.

Ms. Casnovsky made a motion to approve the resolution. Mr. Callahan seconded the motion. The vote was: Ms. Casnovsky-yes, Mr. Gibson-yes, Mr. Swain-no, Ms. Love-no, Mr. Callahan-yes, Mr. Rodriguez-no, Mr. Dennis-no, Mayor Pro Tem Brashar-no, Mayor McShan-yes. The motion did not carry.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2024-25 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS; AND PROVIDING FOR RELATED MATTERS

Mr. Mattis provided an overview of the proposed capital improvement plan which included the council's top ten projects.

Mayor Pro Tem Brashar made a motion to approve the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PLACING A PROPOSAL ON THE SEPTEMBER 3, 2024 AND SEPTEMBER 17, 2024 COUNCIL MEETING TO ADOPT A 2024 TAX YEAR PROPOSED PROPERTY TAX RATE THAT WILL NOT EXCEED THE NO NEW REVENUE TAX RATE OR THE VOTER APPROVAL TAX RATE NOR THE DE MINIMIS RATE FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; CALLING A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE TO BE HELD ON SEPTEMBER 3, 2024 AND SEPTEMBER 17, 2024 AT 6:30 PM

Mr. Mattis provided comments and stated that this was a procedural item in every year's budget.

Mr. Swain made a motion to approve the resolution. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

ANNOUNCEMENTS

Mayor McShan stated that there would be a council meeting every Tuesday this month. Ms. Miller stated there would be a CLR dedication, a community blood drive, and a western wear store grand opening. She also stated there were two buildings sold on Main Street which would become a dental practice and a hot sauce production company.

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 8:22 p.m.

RECONVENE

The City Council returned to the Dias at 8:54 p.m. Mayor McShan reconvened the regular meeting at 8:55 p.m. No action was taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:55 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - August 13, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approval of 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 August 13, 2024 Special Meeting Minutes.

ATTACHMENTS:

1. 8-13-2024 City Council Special Meeting Minutes

{ } 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

August 13, 2024

6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call and stated that all council members were in attendance. Mr. Mattis notes that even though Ms. Casnovsky is joining remotely, all measurements were taken to comply with the law.

Present:

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

Staff:

Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/Development Services Director
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Dodie Navejas, UB Customer Services Manager
Melissa Lipiec, Planning Technician
Esmeralda Rangel, Assistant City Secretary
Dillon Scherr, Police Officer
Jason Bollinger, Police Officer

INVOCATION

Mr. Gibson 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 COMMENT

There were no public comments.

CITY MANAGERS REPORT

1. General Activity Report and/or Project Update

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

Mr. Mattis provided the official presentation of the proposed budget for FY 2024-25 hard copies were provided to the council. Mr. Mattis highlighted key points from the budget and answered questions made by the council. Discussion followed.

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.

Mr. Mattis provided comments and a slide show of how the proposed drive-through would operate.

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

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

Mr. Mattis elaborated on what updates had been made following the previous council meeting. He also reiterated that this would be the last time that this can/will be brought before the council. Discussion followed.

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

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Ms. Miller announced that September 7th would be the grand opening of Veteran's Park and that there would be a job fair in the library on Aug 27th.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:40 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - November 12, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes as presented.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the City Council Regular Meeting Minutes as presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - November 12, 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
November 12, 2024
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call. Council Member Love motioned to excuse Mayor Pro Tem Brashar's medical leave absence. Council Member Dennis seconded the motion. All voted in favor. The motion carried.

Present:

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

Absent:

Sue Brashar, Mayor Pro Tem

Staff:

Thomas L. Mattis, City Manager
Peyton Standifer, City Secretary
Pam Sanders, HR Director
Michael Gonzalez, Public Works Director
Amy Miller, Community Services Director
Beau Perry, City Engineer/Development Services Director
Sonia Browder, Media Specialist
Todd Johnson, Police Commander
Dodie Navejas, Utility Billing Customer Service Manager
Esmeralda Rangel, Assistant City Secretary
Mathew Decker, Police Sergeant
Matthew Hicks, Police Lieutenant
Rodney Jarmon, Public Works Superintendent
Charlie Navejas, Permit Technician

INVOCATION

Council Member Love 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 ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY 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. No Public Comment was made by any in attendance.

2. **PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (ALSO KNOWN AS ELGIN GATEWAY) AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Mayor Mcshan read the caption of the Public Hearing. No Public Comment was made by any in attendance.

3. **A 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 FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-4" MULTIPLE-FAMILY RESIDENTIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248221 (ABS 345 SUR 53 HINES W ACR 10.0) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

(THIS REQUEST FOR A ZONING CHANGE THAT WAS TO BE THE SUBJECT MATTER OF THIS HEARING WAS WITHDRAWN BY THE APPLICANT ON OCTOBER 29, 2024)

Mayor Mcshan read the caption of the Public Hearing. No Public Comment was made by any in attendance.

PUBLIC COMMENT

Beth Rolingson from Advocacy Outreach thanked council and the City of Elgin for the opportunity to serve the community and provided a brief update on the services that are offered by the program.

CITY MANAGERS REPORT

1. **Review of final FY2024-25 City of Elgin Annual Budget as adopted by City Council**
City Manager Mattis provided an overview of the final budget document for Fiscal Year

2024-2025 that was adopted by the City Council on September 26, 2024. The Council did not have any questions or comments.

2. Discussion and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget

City Manager Mattis provided a brief explanation, and Mayor McShan assigned Council Member Callahan, Council Member Rodriguez, Council Member Gibson and herself to the Non-Profit Review Committee.

3. Planning & Zoning Commission Quarterly Report

City Manager Mattis explained that the report was in their packet, and asked for questions. There were no questions or comments from Council.

4. General Activity Report and/or Project Update

There were no questions or comments from Council.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - October 24, 2024

The minutes were approved on the consent agenda.

Council Member Swain motioned to approve the meeting minutes on the consent agenda. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

2. City Council Special Meeting Minutes - October 29, 2024

The minutes were approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROY RIVERS UTILITY PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was approved.

Council Member Swain motioned to approve the consent agenda. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

Mayor McShan presented the Hometown Heroes proclamation to the Veterans in attendance. City Manager Mattis announced the opening of the Pistol Hill Water Storage Tank and provided brief comments.

NEW BUSINESS

1. (Tabled) A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

Wes Callias, 18304 Willow Sage Lane, provided brief comments on Gradient Solutions, the audit for Fiscal year 2023-2024, and the budget for Fiscal Year 2024-2025.

City Manager Mattis withdrew his recommendation for this resolution and agreement with Gradient Solutions, and provided a brief explanation for the withdrawal of the recommendation. Mr. Mattis, also, provided a presentation on the hiring process for a

finance director in response to council questions at the prior meeting. Council Member Love questioned how long the Finance Director position was posted on the TML website. Council Member Casnovsky questioned why a temporary finance director cannot be brought in. Council Member Gibson questioned if the council could direct staff to bring in a temporary Finance Director. City Manager Mattis explained that a temporary Finance Director was brought on previously, and their time has already ended. No action was taken.

2. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

City Manager Mattis explained that this was a routine procedural item for voluntary annexation in the City of Elgin. Beau Perry, City Engineer, provided a brief explanation on the annexation. Council Member Swain motioned to approve the ordinance as present. Council Member Callahan seconded the motion. All voted in favor. The motion carried.

3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2: PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

City Manager Mattis explained that this is a routine procedural item when a property is annexed into the City, and the property in question is surrounded on three sides by property already assigned to Ward 2. Council Member Swain motioned to approve the ordinance as presented. Council Member Love seconded the motion. All voted in favor. The motion carried.

4. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NUMBER ORD2023-09-05-20 THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE**

City Manager Mattis explained that this was a routine procedural item to amend the budget from the previous fiscal year to match expenditures. Council Member Rodriguez motioned to approve the ordinance as it was presented. Council Member Swain seconded the motion. All voted in favor. The motion carried.

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

City Manager Mattis explained that this was a formality for casting our votes for the Bastrop Central Appraisal District, and County Commissioner David Glass has asked to be reappointed. Mayor McShan tabled this item to allow the council to discuss with the school board.

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH OHANA LAND CORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OHANA"), AND AUSTIN GATEWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY ("GATEWAY"), AND, UPON ITS JOINDER TO THE**

AGREEMENT, TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION), A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS (THE “DISTRICT”), AND MAKING CERTAIN FINDINGS RELATED THERETO

City Manager Mattis explained that this item and the remaining three items on New Business are all related to the agreement with Austin Gateway, and provided a presentation on the development agreement and the following three procedural items to accompany the agreement. Beau Perry, City Engineer, provided a presentation on the development agreement, wastewater agreement with the developer, and the potential school site. Mr. Perry answered questions from the council. Council Member Gibson voiced his opposition to the creation of the MUD.

Wes Callias, 18304 Willow Sage Lane, provided public comment on the creation of the MUD, and posed questions to the Council. Mr. Perry provided answers to Mr. Callias.

Council Members Casnovsky and Dennis provided comments on the creation of the MUD.

Council Member Dennis motioned to approve the resolution as presented. Council Member Casnovsky seconded the motion. Mayor McShan and Council Members Casnovsky, Swain, Dennis, Rodriguez, and Callahan voted yes. Council Members Gibson and Love voted no. The motion carried.

7. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, EXTENDING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

City Manager Mattis provided brief comments on the Ordinance.

Council Member Swain motioned to approve the ordinance as presented. Council Member Rodriguez seconded the motion. Mayor McShan and Council Members Casnovsky, Swain, Dennis, Rodriguez, and Callahan voted yes. Council Members Gibson and Love voted no. The motion carried.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND

City Manager Mattis explained that this was a routine procedural item for the agreement.

Council Member Dennis motioned to approve the resolution as presented. Council Member Swain seconded the motion. Mayor McShan and Council Members Casnovsky, Swain, Dennis, Rodriguez, and Callahan voted yes. Council Members Gibson and Love voted no. The motion carried.

9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A WASTEWATER SERVICE AGREEMENT WITH OHANA LAND CORP, LLC, AUSTIN GATEWAY LLC, AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

City Manager Mattis explained that this was standard procedure for Development and Consent Agreements to reach a secondary agreement for Wastewater.

Council Member Callahan motioned to approve the resolution as presented. Council Member Rodriguez seconded the motion. Mayor McShan and Council Members

Casnovsky, Swain, Dennis, Rodriguez, and Callahan voted yes. Council Members Gibson and Love voted no. The motion carried.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Amy Miller, Community Services Director, stated that the Saturday after Thanksgiving is Shop Small Saturday. The Main Street Program created a gift card program that allows you to purchase one gift card to be used at any of the shops downtown. The newsletter sent out now has a new format. Sip, Shop and Stroll is Thursday, November 14th. There is a parade on December 7th, and entries are limited to 50 this year.

Mayor McShan announced that there would be a special meeting next week, the week of the 18th.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:10 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2025 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT: Executive

PROPOSED ACTION: Consideration and adoption of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2025.

BACKGROUND:

The Elgin City Charter includes a provision (Article IV, Section 10) requiring the City Council to hold at least one regular meeting each month and as many additional meetings as needed during the year. It further requires that the Council pass an Ordinance specifying the days and times of such meetings, presumably at the beginning of the year. The Ordinance as presented is intended to fulfill the requirements of this provision of the Charter.

It should be noted that the schedule follows the established routine meeting date of “the first Tuesday of the month” – *except for* October, and November:

- The October regular meeting has been set for Tuesday, October 14 as the first Tuesday of the month (10/7) is National Night Out, and
- The November regular meeting has been set for Tuesday, November 11, the first Tuesday of the month (11/4) is Election Day.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2025 as described; and routine direction to staff, if any.

ATTACHMENTS:

1. ORD2024-12-03-XX Ordinance Setting the Regular Meetings for 2025
2. 2025-year-calendar-Meetings

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

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

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

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

ORDINANCE NO. 2024-12-03-XX

**AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2025
REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE
CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND
PROVIDING FOR A SAVINGS CLAUSE**

WHEREAS, the City of Elgin City Charter stipulates and provides for the powers, duties, and obligations of the Elgin Mayor and City Council; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter states that, “The Council shall hold at least one (1) regular meeting each month as many additional meetings as it deems necessary to transact the business of the city and its citizens”; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter further provides that, “The Council shall fix, by Ordinance, the days and time of the regular meetings.

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

Section 1 – Findings - The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 – Regular Meetings – The dates for all Regular Meetings of the Elgin City Council for calendar year 2025 shall be as follows:

Tuesday, January 7, 2025	Tuesday, July 1, 2025
Tuesday, February 4, 2025	Tuesday, August 5, 2025
Tuesday, March 4, 2025	Tuesday, September 2, 2025
Tuesday, April 1, 2025	Tuesday, October 14, 2025
Tuesday, May 6, 2025	Tuesday, November 11, 2025
Tuesday, June 3, 2025	Tuesday, December 2, 2025

Section 3 – Meeting Time – Each Regular Meeting of the Elgin City Council shall convene at 6:30PM CST at a location that shall be fixed by Council and posted upon the agenda of said meeting.

Section 4 – The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof was discussed and formally acted upon, all as required by the Open Meeting Act.

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

PASSED AND ADOPTED this 3rd day of December, 2024.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

2025

JANUARY

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23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
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JUNE

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29	30					

JULY

S	M	T	W	T	F	S
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27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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NOVEMBER

S	M	T	W	T	F	S
						1
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16	17	18	19	20	21	22
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30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: APPROXIMATELY 56.2727 ACRES, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT “A-4”, ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of an Ordinance annexing approximately 56.2727 acres of land in Travis County.

BACKGROUND:

This approximately 56.2727 acres of land was requested to be annexed into the Elgin City limits as part of a Development and Consent Agreement between the City and Austin Gateway LLC, among others, which was approved at the November 12, 2024 City Council Meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance annexing approximately 56.2727 acres of land lying in and being situated out of the William Hines Survey 53, Abstract 345, in Travis County, Texas as described; and routine direction to staff, if any.

ATTACHMENTS:

1. Elgin Gateway Parcel 237109 Annexation Ordinance
2. Map showing Elgin Gateway Annexation Area

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

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

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

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

ORDINANCE NO. 2024-12-03-

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: APPROXIMATELY 56.2727 ACRES, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBITS "A-3" AND "A-4", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and,

WHEREAS, pursuant to Section 43.0751, Local Government Code, the owners of a tract of land containing 56.2727 acres of land out of A345 Hines, William, survey number 53 (the "Property") more fully described in Exhibits "A-3" and "A-4", have petitioned the City Council in writing as part of the Development and Consent Agreement dated November 12, 2024, to annex the Property, and,

WHEREAS, the property is (1) contiguous to the City; and (2) vacant without residents, or on which less than three (3) qualified voters reside, and,

WHEREAS, the City Council has determined that all requirements of Section 43.0751 Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation.

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibit "A-3" & "A-4" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Bastrop and Travis Counties, Texas, and is hereby made and integral part hereof.

IV.

That the owners and future inhabitant of the area herein annexed be entitled to all the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manger is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after "passage".

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County. Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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

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

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

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this the 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.9904 ACRES (86,702 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.9904 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290 (240' Right-of-way), being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the common line of said Austin Gateway tract and said Gutierrez tract, **S62°34'57"E**, a distance of **285.25** feet to a calculated point for the easterly most corner hereof, from which a 1/2-inch iron rod found for the northeast corner of said Austin Gateway tract, and being an ell-corner in the west line of Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.) bears, **S62°34'57"E**, a distance of **596.47** feet;

THENCE, leaving the common line of said Austin Gateway tract and said Gutierrez tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

- 1) **S27°25'03"W**, a distance of **282.43** feet to a calculated point for the southerly most corner hereof,
- 2) **N59°12'35"W**, a distance of **79.23** feet to a calculated point for an angle point hereof,
- 3) **N57°28'02"W**, a distance of **130.91** feet to a calculated point for a non-tangent point of curvature hereof,
- 4) Along the arc of a curve to the left, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **N24°35'49"W**, a distance of **73.93** feet to a calculated point for a point of reverse compound curvature hereof,
- 5) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **N52°24'47"W**, a distance of **10.19** feet to a calculated point for an angle point hereof,
- 6) **N32°33'20"W**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
- 7) Along the arc of a curve to the right, whose radius is **14.93** feet, whose arc length is **22.48** feet and whose chord bears **N10°19'02"E**, a distance of **20.41** feet to a calculated point for a point of reverse compound curvature hereof,
- 8) Along the arc of a curve to the left, whose radius is **60.00** feet, whose arc length is **121.71** feet and whose chord bears **N04°23'00"W**, a distance of **101.89** feet to a calculated point for an angle point hereof, and
- 9) **N27°30'14"E**, a distance of **12.32** feet to a calculated point for the northwest corner hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **128.36** feet to the **POINT OF BEGINNING** and containing 1.9904 Acres (86,702 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Public Safety.dwg.)



6/20/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



LSMA WEST ELM, LLC
CALLED 175.81 ACRES
DOC. NO. 2021199674
O.P.R.T.C.T.

STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

**U.S. HIGHWAY 290
(240' R.O.W.)**

P.O.B.
GRID N: 10,103,409.76
GRID E: 3,209,400.09

S85°44'14"W 207.52'

S85°44'14"W 740.33'

L4

L5

S62°34'57"E
285.25'

[A]
[S62°39'11"E 881.30']
S62°34'57"E 881.72'

[B]

ANNEX TRACT
1.9904 ACRE(S)
86,702 SQUARE FEET

WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

596.47'



**1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas**

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 100'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	50.00'	83.21'	95°20'50"	N24°35'49"W	73.93'
C2	15.00'	10.40'	39°42'54"	N52°24'47"W	10.19'
C3	14.93'	22.48'	86°17'06"	N10°19'02"E	20.41'
C4	60.00'	121.71'	116°13'33"	N04°23'00"W	101.89'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N59°12'35"W	79.23'
L2	N57°28'02"W	130.91'
L3	N32°33'20"W	65.87'
L4	N27°30'14"E	12.32'
L5	N85°44'14"E	128.36'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	CALCULATED POINT
	1/2" IRON ROD FOUND (UNLESS NOTED)
	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
JAIME & NORMA R. GUTIERREZ
CALLED 2.358 ACRES
DOC. NO. 2019137719
O.P.R.T.C.T.
(REMAINDER OF
CALLED 247.49 ACRES
AS DESCRIBED IN
VOL. 12661, PG. 2179
R.P.R.T.C.T.)

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

[B]
LOT 130, BLOCK G
(COMMON AREA, PARKLAND
& DRAINAGE EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

6/20/2024



**1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas**



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 2

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 54.2823 ACRES (2,364,538 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 54.2823 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward Boundary” cap set at the intersection of the east right-of-way line of Albert Voelker Road (60’ Right-of-way) with the south right-of-way line of U.S. Highway 290 (240’ Right-of-way), and being the northwest corner of said Austin Gateway tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33’07”W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, the following three (3) courses and distances:

- 1) **N88°33’07”E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof,
- 2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04’59”E**, a distance of **389.21** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof, and
- 3) **N85°44’14”E**, a distance of **686.07** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44’14”E, a distance of 837.49 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

- 1) **S01°36’53”E**, a distance of **166.01** feet to a calculated point for an angle point hereof,
- 2) **S54°41’24”E**, a distance of **161.83** feet to a calculated point for an angle point hereof,
- 3) **S03°24’20”E**, a distance of **219.18** feet to a calculated point for a non-tangent point of curvature hereof,
- 4) Along the arc of a curve to the right, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **N84°58’37”W**, a distance of **256.34** feet to a calculated point for an angle point hereof,
- 5) **N68°58’42”W**, a distance of **137.22** feet to a calculated point for an angle point hereof,
- 6) **S20°00’22”W**, a distance of **60.01** feet to a calculated point for an angle point hereof,
- 7) **N68°58’42”W**, a distance of **152.02** feet to a calculated point for a point of curvature hereof,
- 8) Along the arc of a curve to the left, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **N80°07’48”W**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,

- 9) **S88°33'07"W**, a distance of **733.60** feet to a calculated point for an angle point hereof,
- 10) **S01°32'33"E**, a distance of **352.90** feet to a calculated point for a point of curvature hereof,
- 11) Along the arc of a curve to the left, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **S08°54'48"E**, a distance of **165.49** feet to a calculated point for a point of curvature hereof,
- 12) **S16°17'02"E**, a distance of **269.11** feet to a calculated point for an angle point hereof,
- 13) **S21°32'30"E**, a distance of **60.00** feet to a calculated point for an angle point hereof,
- 14) **S68°27'30"W**, a distance of **333.73** feet to a calculated point for a point of curvature hereof,
- 15) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **N87°15'25"W**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
- 16) **N62°58'20"W**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
- 17) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **N57°20'50"W**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
- 18) **N51°43'20"W**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
- 19) Along the arc of a curve to the left, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **N57°20'50"W**, a distance of **141.14** feet to a calculated point for a point of tangency hereof, and
- 20) **N62°58'20"W**, a distance of **40.83** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, **S27°39'49"W**, passing at a distance of 15.00 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common west corner of said Austin Gateway tract and said Cellular One lease tract, and continuing for a total distance of 65.00 feet;

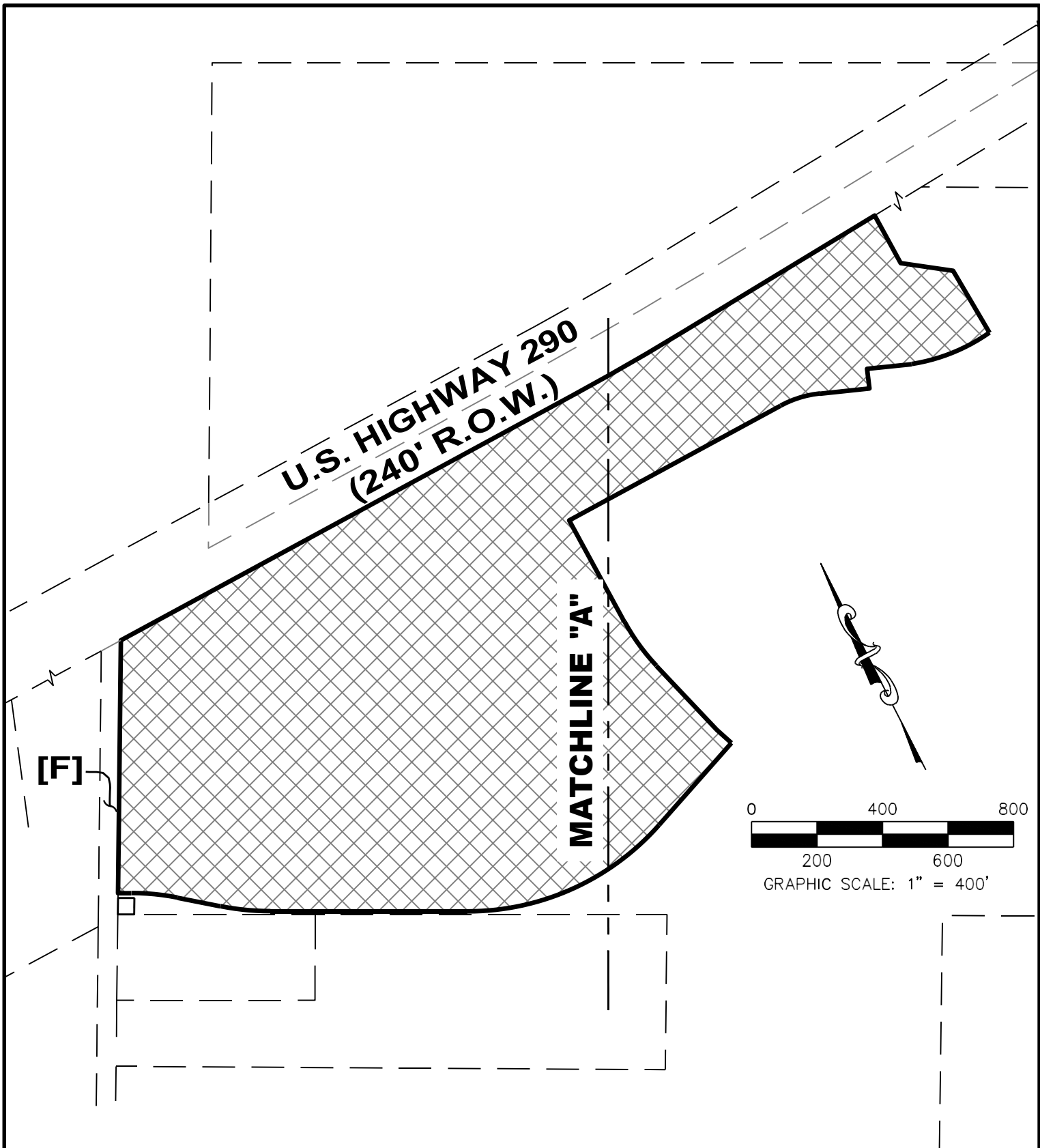
THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **771.93** feet to the **POINT OF BEGINNING** and containing 54.2823 Acres (2,364,538 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Overall Annex Tract 1.dwg.)

 7/16/2024
 Fernando Perez, RPLS #7041
 4Ward Land Surveying, LLC



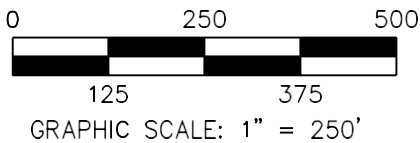


**54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas**



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 4



STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

U.S. HIGHWAY 290
(240' R.O.W.)
N88°33'07"E 1,566.11'

54.2823 ACRE(S)
2,364,538 SQUARE FEET

P.O.B.

GRID N: 10,103,237.14
GRID E: 3,205,926.70

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

MATCHLINE "A"

N27°39'49"E 771.93'

[A]

[B]

[F]

L10
L11

LEASE AGREEMENT
WITH CELLULAR ONE
DOC. NO. 2000014594
O.P.R.T.C.T.

[C]

N62°58'20"W 601.43'

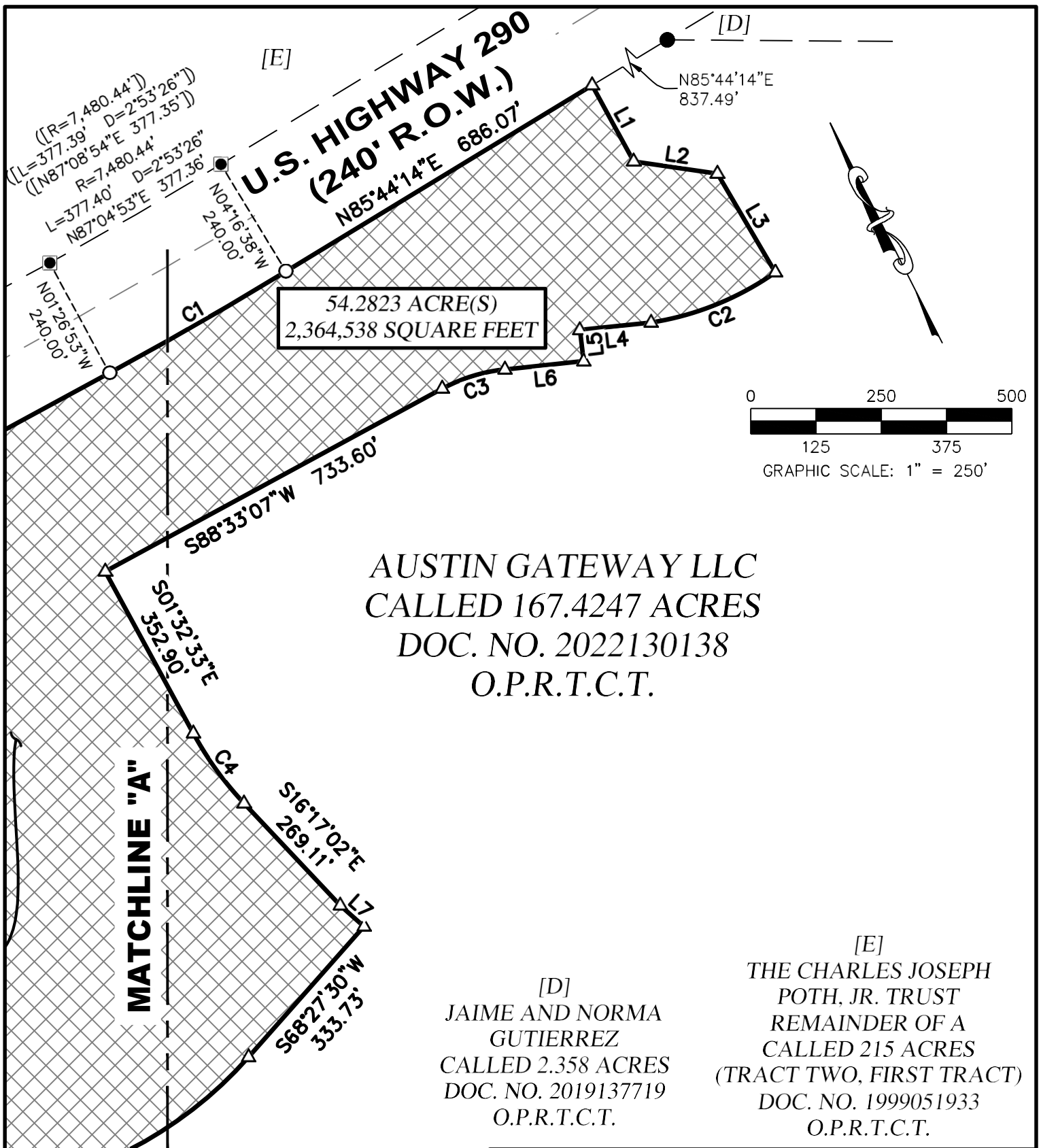
GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

**54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas**



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 4



54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 537-2384
 TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 4

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	7,720.44'	389.25'	2°53'19"	N87°04'59"E	389.21'
C2	565.00'	258.59'	26°13'26"	N84°58'37"W	256.34'
C3	324.70'	126.40'	22°18'14"	N80°07'48"W	125.60'
C4	645.00'	165.95'	14°44'29"	S08°54'48"E	165.49'
C5	780.00'	661.20'	48°34'09"	N87°15'25"W	641.58'
C6	780.00'	153.15'	11°15'00"	N57°20'50"W	152.91'
C7	720.00'	141.37'	11°15'00"	N57°20'50"W	141.14'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S01°36'53"E	166.01'
L2	S54°41'24"E	161.83'
L3	S03°24'20"E	219.18'
L4	N68°58'42"W	137.22'
L5	S20°00'22"W	60.01'
L6	N68°58'42"W	152.02'
L7	S21°32'30"E	60.00'
L8	N51°43'20"W	134.17'
L9	N62°58'20"W	40.83'
L10	S27°39'49"W	15.00'
L11	S27°39'49"W	50.00'
L12	S27°39'49"W	261.62'

RECORD LINE TABLE

LINE #	DIRECTION	LENGTH
<<L12>>	S30°08'59"W	261.68'
((L13))	S88°28'00"W	68.25'
<L14>	S88°35'37"W	660.00'

[C]
H & T UTILITIES LC
REMAINDER OF CALLED
24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[F]
**ALBERT
VOELKER ROAD
(60' R.O.W.)**

[A]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[B]
TRAVIS COUNTY, TEXAS
CALLED 1.12 ACRES
VOL. 813, PG. 606
D.R.T.C.T.

**54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas**

LEGEND

— — —	BOUNDARY LINE
— — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	IRON ROD WITH "ILLEGIBLE" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
[[.....]]	RECORD INFORMATION PER DEED VOL. 11222, PG. 728

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

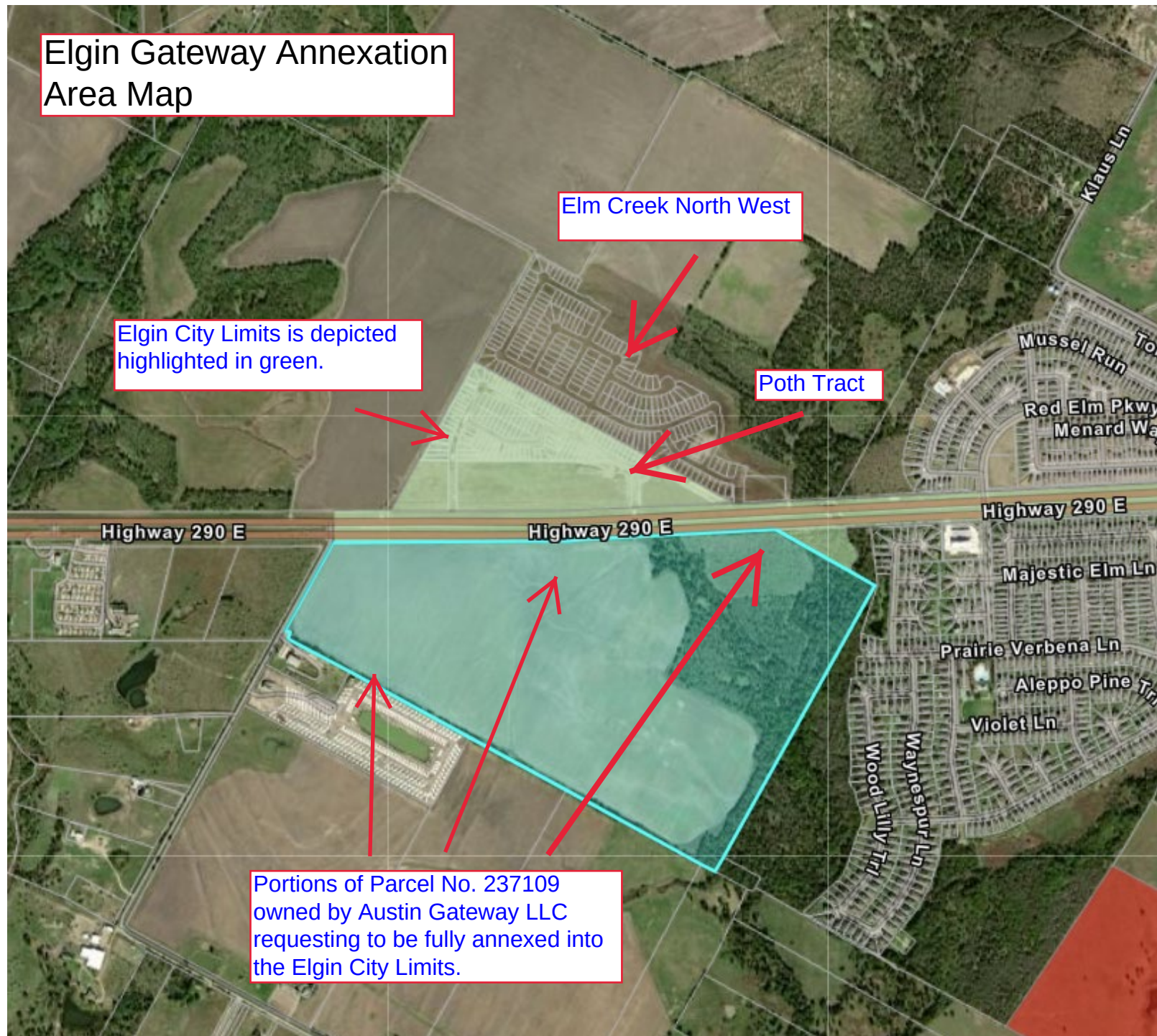
Fernando D. Perez
7/16/2024



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 4

Elgin Gateway Annexation Area Map





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration and action on an Ordinance assigning newly annexed property to City Council Ward Area No. 2; providing for severability cause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND:

When a parcel of land is annexed into the city limits, State Law requires assignment of the area to an elected representative. The only Council Ward that can be assigned based on location is Ward No. 2.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance assigning the newly annexed property to City Council Ward Area No. 2 and routine direction to staff, if any.

ATTACHMENTS:

1. Ward Assignment Ordinance
2. Ward Map

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

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

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

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

ORDINANCE NO. 2024-12-03-____

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter, and

WHEREAS, the territory described on Exhibit "A-3" and "A-4" (the "Property") attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2024-12-03-____ on December 3, 2024, and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property, and

WHEREAS, the Property is so situated s to be assigned to City Council Ward Area No. 2; and it is the intention of the City Council to add this parcel to Ward Area No. 2; now therefore,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit "A-4" is hereby assigned to Council Ward Area No. 2.

III.

That this Ordinance shall become effective after its passage.

IV.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

V.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.9904 ACRES (86,702 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.9904 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290 (240' Right-of-way), being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the common line of said Austin Gateway tract and said Gutierrez tract, **S62°34'57"E**, a distance of **285.25** feet to a calculated point for the easterly most corner hereof, from which a 1/2-inch iron rod found for the northeast corner of said Austin Gateway tract, and being an ell-corner in the west line of Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.) bears, **S62°34'57"E**, a distance of **596.47** feet;

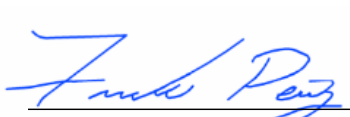
THENCE, leaving the common line of said Austin Gateway tract and said Gutierrez tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

- 1) **S27°25'03"W**, a distance of **282.43** feet to a calculated point for the southerly most corner hereof,
- 2) **N59°12'35"W**, a distance of **79.23** feet to a calculated point for an angle point hereof,
- 3) **N57°28'02"W**, a distance of **130.91** feet to a calculated point for a non-tangent point of curvature hereof,
- 4) Along the arc of a curve to the left, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **N24°35'49"W**, a distance of **73.93** feet to a calculated point for a point of reverse compound curvature hereof,
- 5) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **N52°24'47"W**, a distance of **10.19** feet to a calculated point for an angle point hereof,
- 6) **N32°33'20"W**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
- 7) Along the arc of a curve to the right, whose radius is **14.93** feet, whose arc length is **22.48** feet and whose chord bears **N10°19'02"E**, a distance of **20.41** feet to a calculated point for a point of reverse compound curvature hereof,
- 8) Along the arc of a curve to the left, whose radius is **60.00** feet, whose arc length is **121.71** feet and whose chord bears **N04°23'00"W**, a distance of **101.89** feet to a calculated point for an angle point hereof, and
- 9) **N27°30'14"E**, a distance of **12.32** feet to a calculated point for the northwest corner hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **128.36** feet to the **POINT OF BEGINNING** and containing 1.9904 Acres (86,702 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Public Safety.dwg.)

 6/20/2024
Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



LSMA WEST ELM, LLC
CALLED 175.81 ACRES
DOC. NO. 2021199674
O.P.R.T.C.T.

STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

U.S. HIGHWAY 290
(240' R.O.W.)

P.O.B.
GRID N: 10,103,409.76
GRID E: 3,209,400.09

S85°44'14"W 207.52'

S85°44'14"W 740.33'

L4

L5

S62°34'57"E 285.25'

[A]
[S62°39'11"E 881.30']
S62°34'57"E 881.72'

[B]

ANNEX TRACT
1.9904 ACRE(S)
86,702 SQUARE FEET

WILLIAM HINES
SURVEY NO. 533
ABSTRACT NO. 345

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.



1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 100'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	50.00'	83.21'	95°20'50"	N24°35'49"W	73.93'
C2	15.00'	10.40'	39°42'54"	N52°24'47"W	10.19'
C3	14.93'	22.48'	86°17'06"	N10°19'02"E	20.41'
C4	60.00'	121.71'	116°13'33"	N04°23'00"W	101.89'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N59°12'35"W	79.23'
L2	N57°28'02"W	130.91'
L3	N32°33'20"W	65.87'
L4	N27°30'14"E	12.32'
L5	N85°44'14"E	128.36'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	CALCULATED POINT
	1/2" IRON ROD FOUND (UNLESS NOTED)
	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
JAIME & NORMA R. GUTIERREZ
CALLED 2.358 ACRES
DOC. NO. 2019137719
O.P.R.T.C.T.
(REMAINDER OF
CALLED 247.49 ACRES
AS DESCRIBED IN
VOL. 12661, PG. 2179
R.P.R.T.C.T.)

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

[B]
LOT 130, BLOCK G
(COMMON AREA, PARKLAND
& DRAINAGE EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

6/20/2024



1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 2

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 54.2823 ACRES (2,364,538 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 54.2823 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward Boundary” cap set at the intersection of the east right-of-way line of Albert Voelker Road (60’ Right-of-way) with the south right-of-way line of U.S. Highway 290 (240’ Right-of-way), and being the northwest corner of said Austin Gateway tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33’07”W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, the following three (3) courses and distances:

- 1) **N88°33’07”E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof,
- 2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04’59”E**, a distance of **389.21** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof, and
- 3) **N85°44’14”E**, a distance of **686.07** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44’14”E, a distance of 837.49 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

- 1) **S01°36’53”E**, a distance of **166.01** feet to a calculated point for an angle point hereof,
- 2) **S54°41’24”E**, a distance of **161.83** feet to a calculated point for an angle point hereof,
- 3) **S03°24’20”E**, a distance of **219.18** feet to a calculated point for a non-tangent point of curvature hereof,
- 4) Along the arc of a curve to the right, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **N84°58’37”W**, a distance of **256.34** feet to a calculated point for an angle point hereof,
- 5) **N68°58’42”W**, a distance of **137.22** feet to a calculated point for an angle point hereof,
- 6) **S20°00’22”W**, a distance of **60.01** feet to a calculated point for an angle point hereof,
- 7) **N68°58’42”W**, a distance of **152.02** feet to a calculated point for a point of curvature hereof,
- 8) Along the arc of a curve to the left, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **N80°07’48”W**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,

- 9) **S88°33'07"W**, a distance of **733.60** feet to a calculated point for an angle point hereof,
- 10) **S01°32'33"E**, a distance of **352.90** feet to a calculated point for a point of curvature hereof,
- 11) Along the arc of a curve to the left, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **S08°54'48"E**, a distance of **165.49** feet to a calculated point for a point of curvature hereof,
- 12) **S16°17'02"E**, a distance of **269.11** feet to a calculated point for an angle point hereof,
- 13) **S21°32'30"E**, a distance of **60.00** feet to a calculated point for an angle point hereof,
- 14) **S68°27'30"W**, a distance of **333.73** feet to a calculated point for a point of curvature hereof,
- 15) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **N87°15'25"W**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
- 16) **N62°58'20"W**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
- 17) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **N57°20'50"W**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
- 18) **N51°43'20"W**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
- 19) Along the arc of a curve to the left, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **N57°20'50"W**, a distance of **141.14** feet to a calculated point for a point of tangency hereof, and
- 20) **N62°58'20"W**, a distance of **40.83** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, **S27°39'49"W**, passing at a distance of 15.00 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common west corner of said Austin Gateway tract and said Cellular One lease tract, and continuing for a total distance of 65.00 feet;

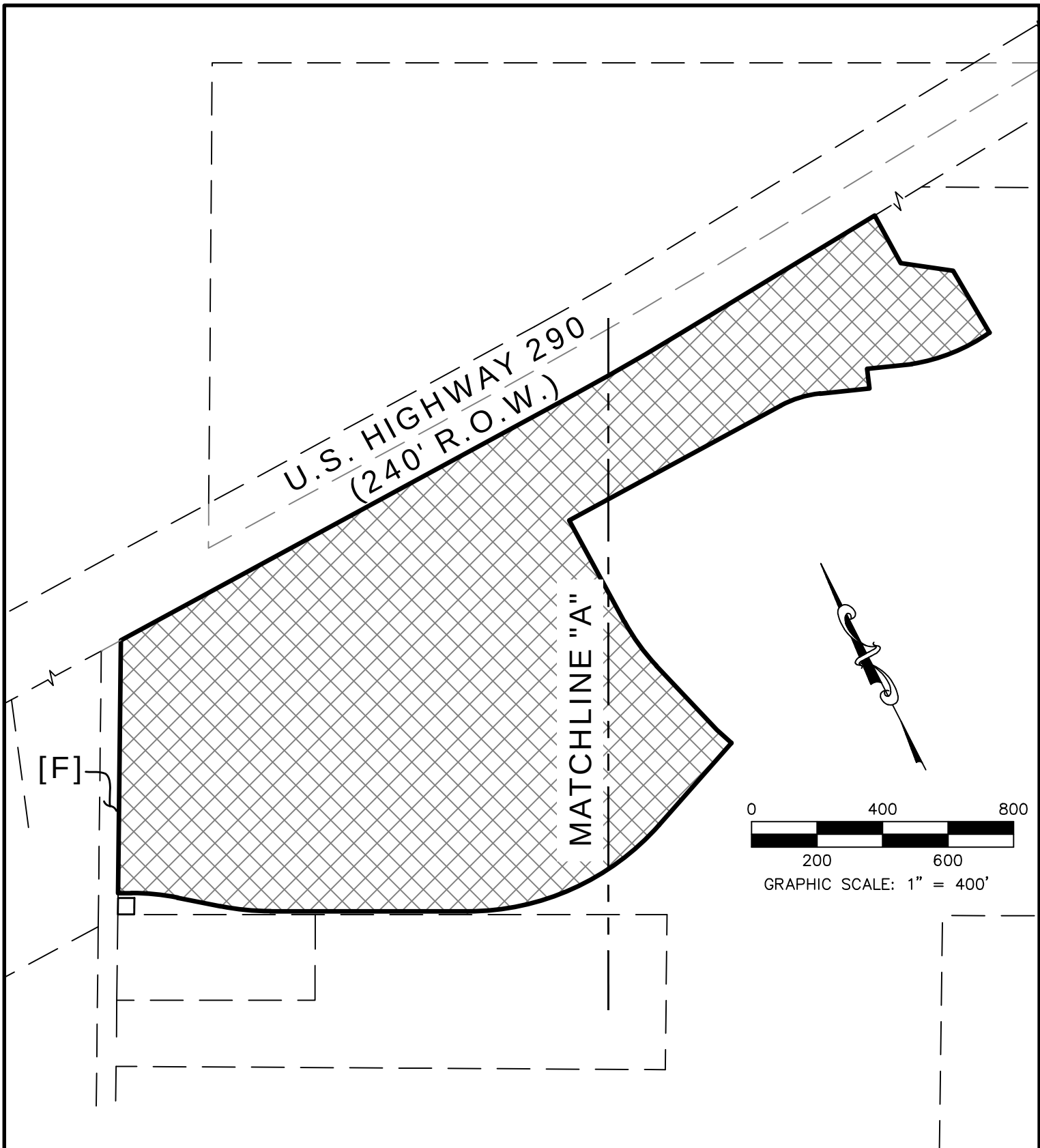
THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **771.93** feet to the **POINT OF BEGINNING** and containing 54.2823 Acres (2,364,538 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Overall Annex Tract 1.dwg.)

 7/16/2024
Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



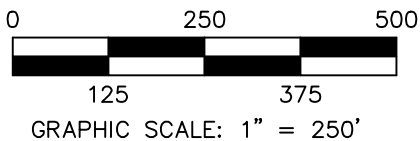


54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 4



STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

U.S. HIGHWAY 290
(240' R.O.W.)
N88°33'07"E 1,566.11'

54.2823 ACRE(S)
2,364,538 SQUARE FEET

P.O.B.

GRID N: 10,103,237.14
GRID E: 3,205,926.70

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

MATCHLINE "A"

[A]

[B]

[F]

LEASE AGREEMENT
WITH CELLULAR ONE
DOC. NO. 2000014594
O.P.R.T.C.T.

[C]

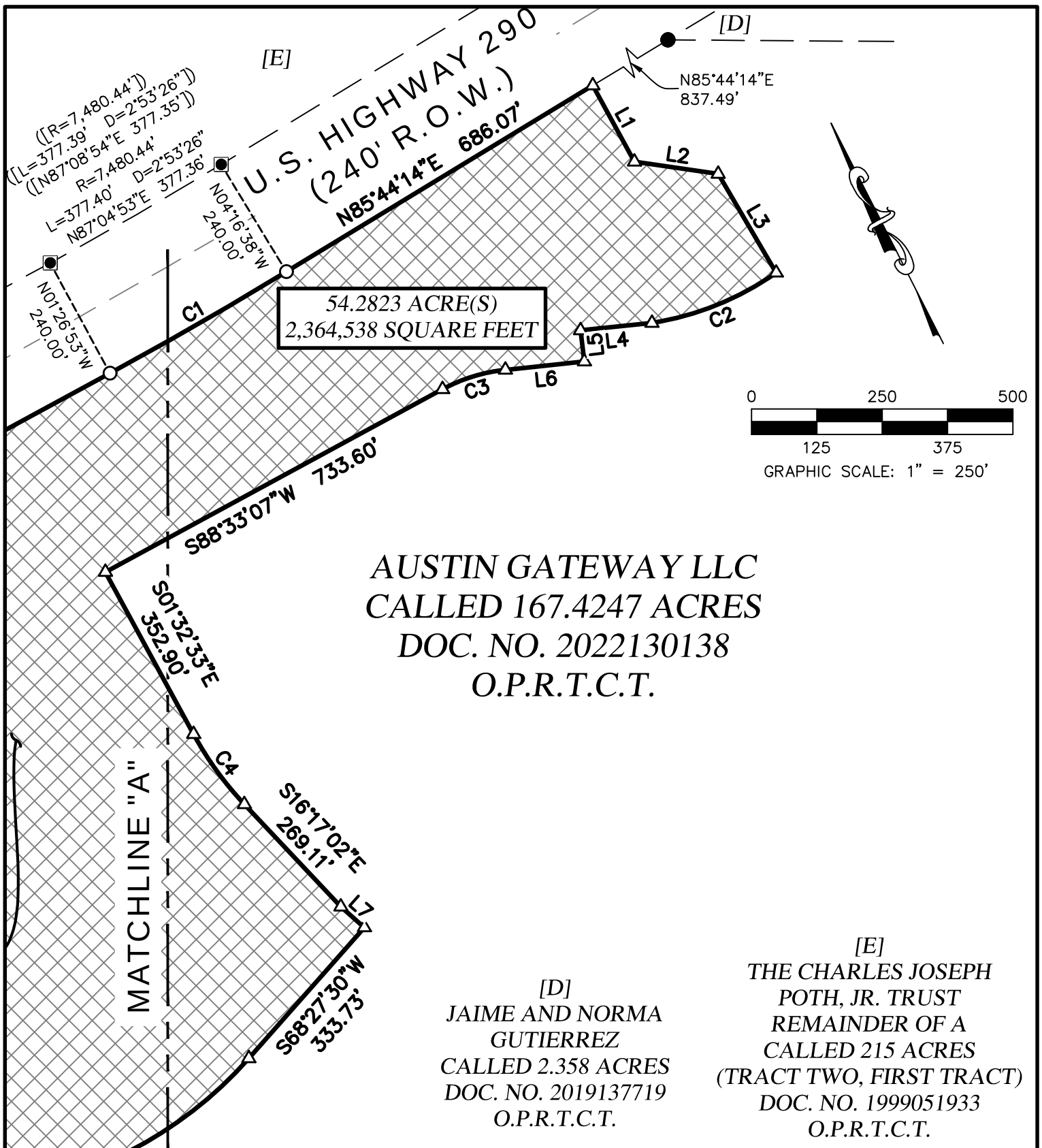
GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 4



54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas



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Sheet:	3 OF 4

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	7,720.44'	389.25'	2°53'19"	N87°04'59"E	389.21'
C2	565.00'	258.59'	26°13'26"	N84°58'37"W	256.34'
C3	324.70'	126.40'	22°18'14"	N80°07'48"W	125.60'
C4	645.00'	165.95'	14°44'29"	S08°54'48"E	165.49'
C5	780.00'	661.20'	48°34'09"	N87°15'25"W	641.58'
C6	780.00'	153.15'	11°15'00"	N57°20'50"W	152.91'
C7	720.00'	141.37'	11°15'00"	N57°20'50"W	141.14'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S01°36'53"E	166.01'
L2	S54°41'24"E	161.83'
L3	S03°24'20"E	219.18'
L4	N68°58'42"W	137.22'
L5	S20°00'22"W	60.01'
L6	N68°58'42"W	152.02'
L7	S21°32'30"E	60.00'
L8	N51°43'20"W	134.17'
L9	N62°58'20"W	40.83'
L10	S27°39'49"W	15.00'
L11	S27°39'49"W	50.00'
L12	S27°39'49"W	261.62'

RECORD LINE TABLE

LINE #	DIRECTION	LENGTH
<<L12>>	S30°08'59"W	261.68'
((L13))	S88°28'00"W	68.25'
<L14>	S88°35'37"W	660.00'

[C]
H & T UTILITIES LC
REMAINDER OF CALLED
24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[F]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[A]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[B]
TRAVIS COUNTY, TEXAS
CALLED 1.12 ACRES
VOL. 813, PG. 606
D.R.T.C.T.

54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

LEGEND

— — —	BOUNDARY LINE
— — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	IRON ROD WITH "ILLEGIBLE" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

Fernando D. Perez
7/16/2024



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
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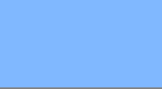
WARD MAP

ELGIN, TEXAS

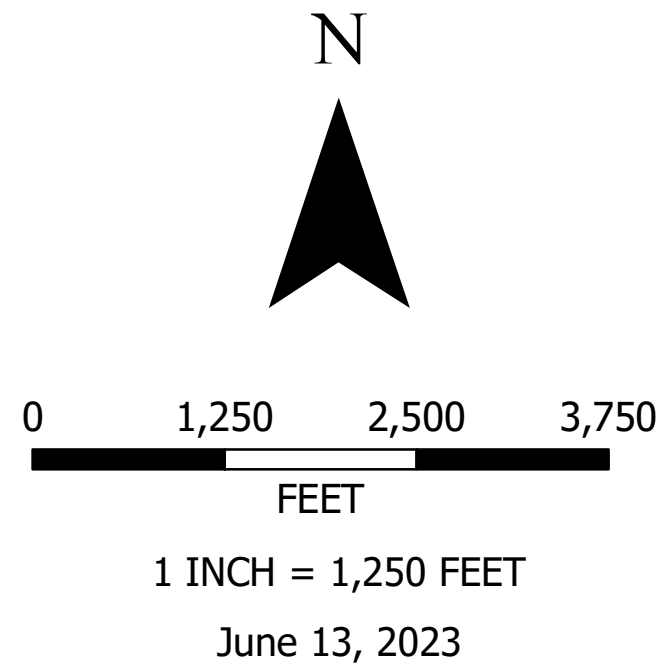
LEGEND

-  PARCELS
-  FULL PURPOSE CITY LIMITS
-  LIMITED PURPOSE CITY LIMITS

WARDS

-  1
-  2
-  3
-  4

Approximate locations
of annexed territory.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or TRC for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.



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 TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) 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 Travis County Municipal Utility District No. 36 (or next available numerical designation).

BACKGROUND:

Discussed at previous meetings, Travis County Municipal Utility District No. 36 (or next available numerical designation) encompasses approximately 185.3613 acres, more or less, located in the extraterritorial jurisdiction (ETJ) of the City and intends to develop the said 185.3613 acres, more or less, as a master planned mixed use residential community that will include commercial uses and park and recreational facilities as well as a public safety site 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 Travis County Municipal Utility District No. 36 (or next available numerical designation).

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 Travis County Municipal Utility District No. 36 (or next available numerical designation) to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty fo 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 Travis County Municipal Utility District No. 36 (or next available numerical designation); and routine direction to staff, if any.

ATTACHMENTS:

1. Elgin Gateway SPA Resolution with exhibits
2. Elgin Gateway Area Map

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

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

RESOLUTION NO. 2024-12-03-__

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP
AGREEMENT WITH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT
NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, The Elgin City Council has authorized a Development and Consent Agreement with, among other parties, Travis County Municipal Utility District No. 36 (or next available numerical designation) for the development of certain real property into a master-planned mixed use residential community that will include commercial uses and park and recreational facilities to serve the district; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and conservation and reclamation districts operating under Texas Water Code, Chapter 49, such as Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 City Manager or Mayor is hereby authorized to execute the *Strategic Partnership Agreement with Travis County Municipal Utility District No. 36 (or next available numerical designation)*, 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 3rd day of December 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

Peyton Standifer, City Secretary

EXHIBIT “A” TO RESOLUTION NO. 2024-12-03-_____
STRATEGIC PARTNERSHP AGEEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF ELGIN, TEXAS AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. _____

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 Travis County Municipal Utility District No. _____ (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 County, 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 185.3613 acres, more or less, 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, Castle Elgin, LLC and Austin Gateway, LLC (collectively, the "Landowner") are the current owners 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 the limited purposes of 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 (the "Limited Purposes"); 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, as set forth herein; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development,

and for the health, safety, and welfare of the residents of the District, the Landowner has submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Landowner'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 _____, 20__, 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 and Consent Agreement dated Nov. 12, 2024 between the Landowner 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 solely for the Limited Purposes.

(a) Sales and Use Tax. Subject to the provisions 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 Limited Purpose Property (as hereinafter defined).

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City's development standards applicable to property located in the City's extraterritorial jurisdiction, subject to the terms and conditions of the Development Agreement, as it may be amended from time to time. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances subject to the terms and conditions of that Development Agreement, as it may be amended from time to time.

(c) Limited Purpose Annexation Ordinance. 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.

(d) Public Infrastructure. Subject to subsections (a)–(c) above, from and after the date of the limited purpose annexation, except as modified by the Development Agreement or as otherwise agreed by the City, the District shall be responsible for the design, construction, maintenance, and ownership of the District’s public infrastructure improvements within the boundaries of the District, including, but not limited to, public streets and sidewalks, public street lighting, public parkland facilities, stormwater drainage and detention facilities, public water distribution facilities, and public wastewater collection facilities (collectively, the “Public Infrastructure”) during the Term of this Agreement or upon full annexation, whichever occurs first. Upon 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 solely for the Limited 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 landowner 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(a)(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 a 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 facilities, including a water, wastewater, drainage or roadway system or

park and recreational facilities to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage, roadway system, and park and recreational facilities 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 43.0751(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 the Limited Purpose Property.

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 Landowner, if Landowner or its affiliate(s) owns land within the District at such time.

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 (the “Term”).

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

To the District: Travis County Municipal Utility District No. ____
c/o Allen Boone Humphries Robison LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701
Attn: Ryan Harper

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 Travis 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

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This agreement was acknowledged before me on the ____ day of _____,
by Theresa Y. McShan _____, Mayor of the City of Elgin, on behalf of said
municipality.

(Seal and Expiration)

Notary Public, State of Texas

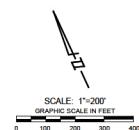
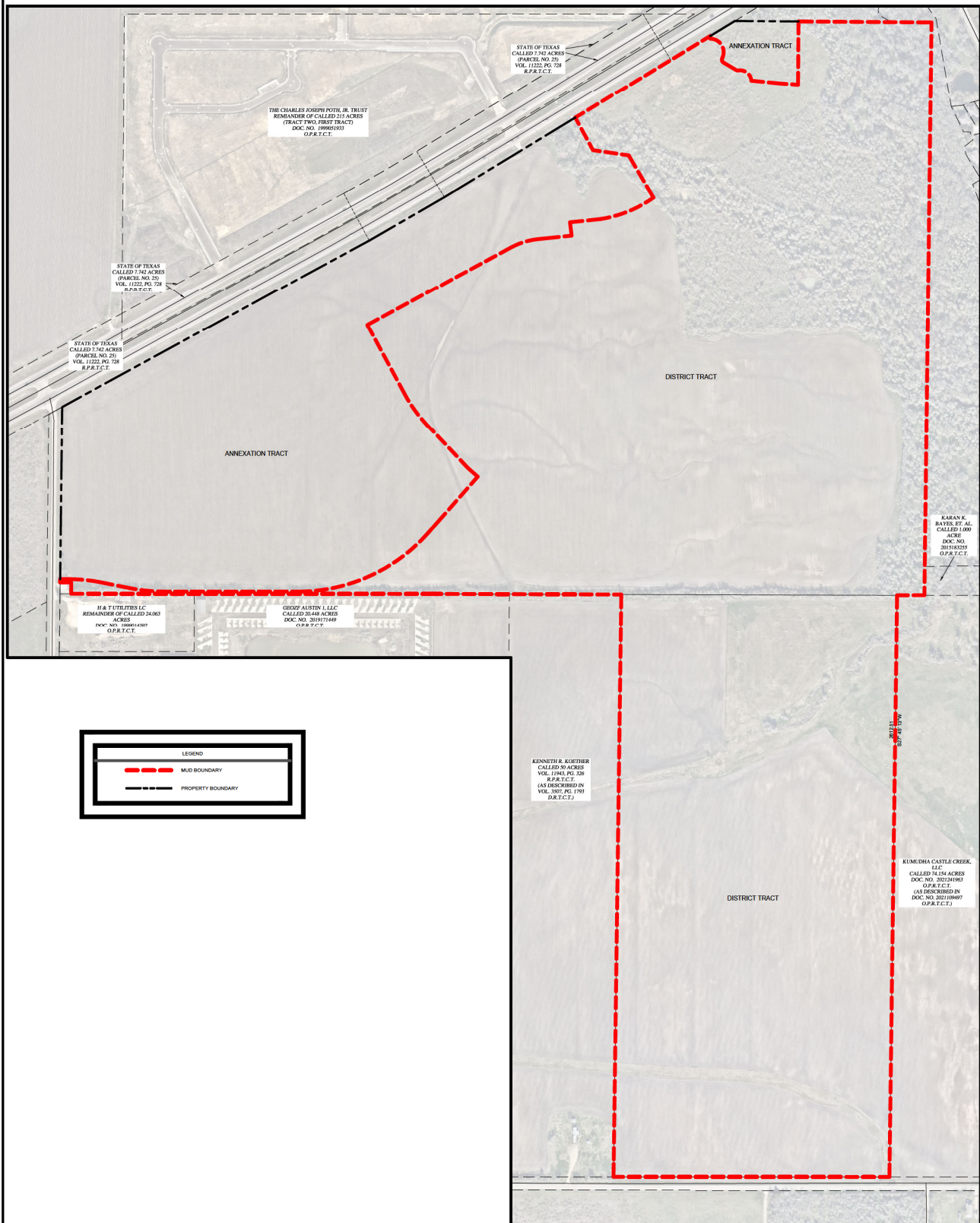
EXHIBIT "A" TO STRATEGIC PARTNERSHIP AGREEMENT
DEPICTION OF THE DEVELOPMENT

ELGIN GATEWAY

OWNER:
EPTOME DEVELOPMENT
261-216-6630

ENGINEER:
GRAY ENGINEERING P.C.
8834 N CAPITAL OF TEXAS HWY
#410
AUSTIN, TX 78759
512-452-0271

SURVEYOR:
4WARD SURVEYING
4100 FREDERICK LANE
SUITE 200
AUSTIN, TX 78744
512-937-2394



PROJECT NO. 1146-11783 DRAWN BY: TAN
DATE: 09/14/2024 CHECKED BY: CLO
8834 N Capital of Texas Hwy
Suite 140
Austin, Texas 78759
(512)452-0271
FAX: (512)452-0931
TIFELS FIRM #2545

GRAY
ENGINEERING

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

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

- 1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
- 3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
- 4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
- 5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
- 6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
- 7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
- 8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
- 9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
- 10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
- 11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
- 12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
- 13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
- 14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
- 15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
- 16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

- 17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
- 18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
- 19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
- 20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, **S85°44'14"W**, a distance of **686.07** feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, **N85°44'14"E**, a distance of **128.36** feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

- 1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
- 3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
- 4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
- 5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
- 6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
- 7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
- 8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
- 9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, **S62°48'17"E**, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, **S62°58'21"E**, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, **N62°58'20"W**, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

- 1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
- 2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

 7/16/2024

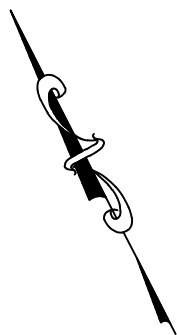
Fernando Perez, RPES #7041
4Ward Land Surveying, LLC



U.S. HIGHWAY 290
(240' R.O.W.)

MATCHLINE "B"

MATCHLINE "A"



NOT TO SCALE

ALBERT VOELKER
ROAD (60' R.O.W.)

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

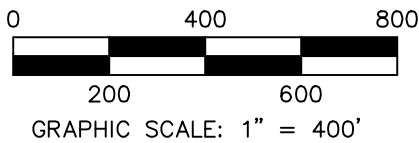
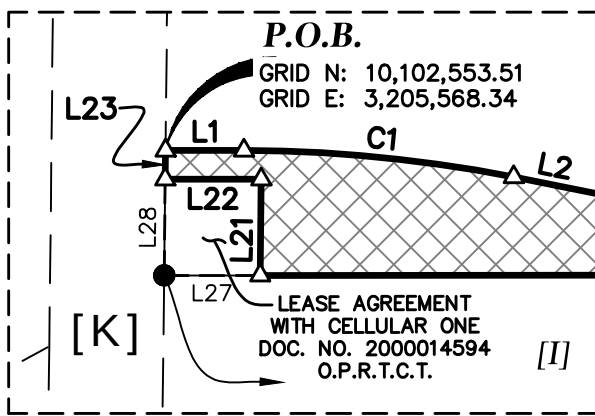


A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

DETAIL "A"
SCALE: 1" = 100'



U.S. HIGHWAY 290
(240' R.O.W.)

AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

185.3613 ACRE(S)
8,074,337 SQUARE FEET

P.O.B.
GRID N: 10,102,553.51
GRID E: 3,205,568.34

SEE DETAIL "A"

N62°58'20"W 1,626.49'
{{N60°28'08"W 1,676.41'}}

GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

MATCHLINE "A"

S62°48'24"E 840.58'
[N60°00'00"W
299.75 VARAS ~ 832.64']

MATCHLINE "B"

AU
CA
D

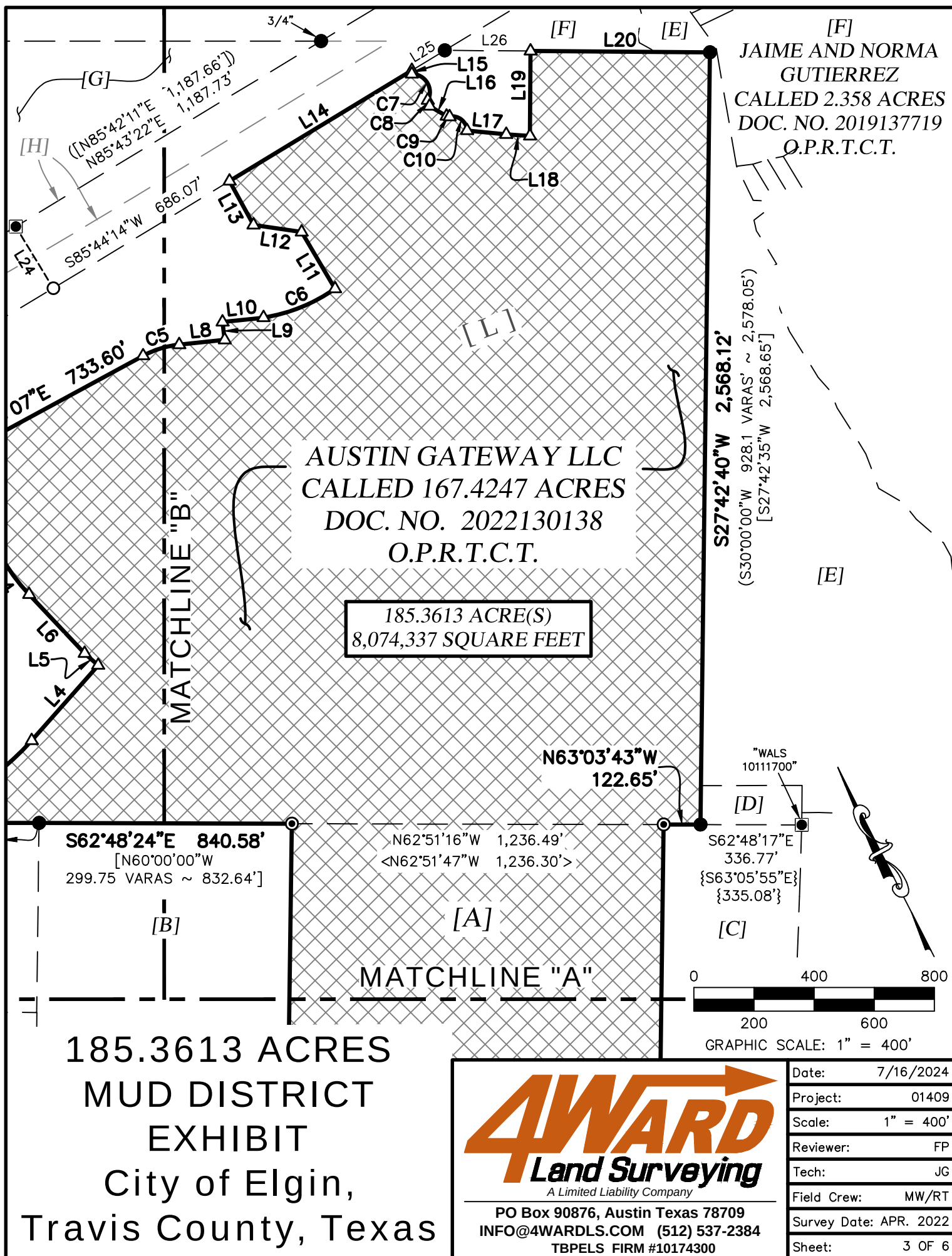
185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

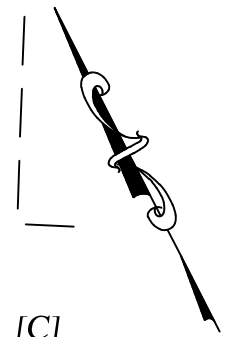


MATCHLINE "A"

0 400 800



200 600
GRAPHIC SCALE: 1" = 400'



[[N30°00'00"E 942 VARAS ~ 2,616.67']]
<N27°46'09"E 2,614.69'>
N27°46'02"E 2,615.07'

S27°45'13"W 2,612.51'
<S27°45'17"W 2,612.25'>
{S27°45'17"W 2,612.25'}

[C]

KUMUDHA CASTLE
CREEK, LLC
CALLED 74.154 ACRES
DOC. NO. 2021241963
O.P.R.T.C.T.
(AS DESCRIBED IN
DOC. NO. 2021109497
O.P.R.T.C.T.)

[A]

CASTLE ELGIN LLC
CALLED 74.189 ACRES
DOC. NO. 2021046636
O.P.R.T.C.T.

185.3613 ACRE(S)
8,074,337 SQUARE FEET

1" IRON
PIPE

"WALS
10111700"

-N62°58'21"W 1,237.15'
<N62°58'33"W 1,236.98'>

-S62°58'21"E 434.47'
{S62°58'33"E 434.58'}

ALBERT VOELKER
ROAD (60' R.O.W.)

[D]

KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]

LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]

THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 6

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas



4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

Fernando D. Perez
7/16/2024



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

LEGEND

— — —	BOUNDARY LINE
— — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
⬢	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6

Travis County MUD #36 (a.k.a. Elgin Gateway)
Strategic Partnership Agreement

Elgin Gateway Parcels

The dashed line represents
the Elgin City Limits



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WGA ENGINEERS FOR DESIGN OF A DIRECT WATER WELL TIE IN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider items as presented

BACKGROUND:

In the next few months, City staff will be working on the design and implementation of the expansion to the water treatment facility. As part of the expansion, there will be certain parts of the water plant that will be taken offline and out of service on a temporary basis. Operating a groundwater production facility allows the city to pump water directly from the source, inject chlorine and move the water to storage. This direct tie in operation allows versatility to plant operations when part of the plant is taken offline for improvements or emergencies.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and Approve the items as presented by staff

ATTACHMENTS:

1. Emergency Well Tie-In Resolution - RESWELL15
2. Clty of Elgin Emergency Well Tie-In Proposal - RM Formatted

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH WGA ENGINEERS FOR DESIGN OF A DIRECT WATER
WELL TIE IN AND MAKING CERTAIN FINDINGS RELATED
THERETO**

WHEREAS, the City of Elgin operates a municipal groundwater system in the state of Texas and;

WHEREAS, The City staff have requested WGA engineers to design a “direct tie in” or bypass of the wells around the water plant for emergency purposes and water service.

WHEREAS, WGA engineers has provided a proposal for design and alternate means of chlorination of the water system and;

WHEREAS, staff now presents this proposal in the document attached for consideration and approval.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute an agreement with WGA Engineers 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 3rd day of December 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



October 21, 2024

Mr. Michael Gonzales
Public Works Director, City of Elgin
310 N. Main Street
Elgin, TX, 78621

**RE: Elgin Emergency Water Well Tie-In
Engineering Services Proposal**

Dear Mr. Gonzales:

This proposal is submitted pursuant to and in accordance with that certain Professional Services Agreement dated February 26, 2024 by and between Ward, Getz & Associates, PLLC and City of Elgin ("City").

WGA understands the City is preparing to tie-in an existing groundwater well discharge directly to the common header of the two existing ground storage tanks (GSTs) for emergency purposes. Both the existing well and the GSTs are on-site at the City of Elgin's Water Plant site. This includes the City also wanting to install a chlorination facility to directly deliver potable water from the groundwater well No. 15 to the GSTs during emergencies when the water plant is shutdown. Summary of project improvements is as follows:

- Tie-in existing well discharge to the common header of the two existing GSTs.
- Install chlorination facility.

Per our understanding of the requirements of the service we have developed the following scope of work:

ENGINEERING SCOPE OF WORK:

1. Design Phase Services:

- a) Conduct one (1) project kick-off meeting with the City to confirm scope of work.
- b) Conduct progress meetings, up to a maximum of two (2) meetings during the final design phase.
- c) Prepare drawings, specifications, and layouts of improvements to be constructed for design milestone (60% and 100%) submittal and for the final construction contract documents.
- d) Prepare front end documents, including bid documents, general conditions,



and special conditions for the construction contract documents.

- e) Prepare application for and TCEQ approval for the project.
- f) 60% Submittal: Prepare drawings, specifications, designs, and layouts of improvements to be constructed. Prepare bid forms. 60% submittal documents will include dimensional layout drawings, plans, sections, and elevations for all the trades, typical details, and most of the special details. The draft specifications will include major equipment items. WGA will receive comments from City and address comments in the 100% submittal.
- g) 100% Submittal: Review documents will include all plans and specifications with minor corrections and notes remaining. WGA will receive comments from City and address comments in the Final Construction Contract Documents.
- h) Final Construction Contract Documents: The plans and specifications will be finalized based on one set of compiled comments from City. Engineer will seal and sign the completed documents. Engineer shall update plans and specifications with any final comments prior to finalizing for construction.
- i) Prepare revised opinion of probable construction cost for the 100% design completion level.
- j) Furnish Client with one electronic PDF copy of drawings and specifications for each submittal for review and approval by Client. Upon final approval by Client, WGA will provide Client one electronic PDF copy of "Final" sealed drawings and in CAD file format.

2. Bid Phase Services:

Upon completion of design services and approval of "Final" drawings and specifications by City, WGA shall provide professional services in this phase as follows:

- a) Assist Client in securing bids. Place the project on CivCast for prospective contractors. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
- b) Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- c) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- d) At City's request, WGA will assist City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts



or other actions as appropriate to be taken by the City.

- e) Assist City in the preparation of Construction Contract documents. Provide four (4) sets of Construction Contract Documents which include information from the apparent low bidder bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor.

3. Construction General Administration:

- a) Issue notice to proceed and hold pre-construction meeting.
- b) WGA shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval concerning any civil design related submittals. WGA's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the WGA's professional judgement to permit adequate review.
- c) WGA shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested. The WGA's response to such requests shall be made in writing in a reasonably timely manner as to not adversely affect the Owner's schedule. If appropriate, WGA shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- d) Preparation of monthly pay estimates during construction phase.
- e) The Consultant shall make periodic site visits to the construction site. The number of site visits shall not exceed three (3) during the construction phase.
- f) The Consultant shall make a final inspection visit to the construction site and generate a punch list of items to be addressed.
- g) The Consultant shall provide a set of record drawings based upon information received by the Contractor selected for the project.

ASSUMPTIONS:

- Correspondence/Coordination with the TCEQ during the submittal review process shall be limited to four (4) rounds of comments. Additional coordination with TCEQ during this process will be an additional service.
- TCEQ review time is outside of WGA's control but is estimated based on recent review times for similar projects.
- Landscape and Irrigation Plans are not included in this scope of service.



- Client will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by WGA, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of WGA.
- Client will attend the bid opening, preconstruction conference, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- Preparation of applications and supporting documents for government grants, TWDB or other funding, or for planning advances is an Additional Service.

EXCLUSIONS:

- Any additional site visits during the construction phase by the Consultant beyond listed above is an additional service.
- Revising drawings, specifications or other documents when such revisions are not consistent with approvals or instructions previously given by Client or due to other causes not solely within the control of WGA.
- Conducting pilot plant studies or tests.
- Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of WGA.
- Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.



ENGINEERING COST

The cost to perform the Scope of Work described above is as follows:

- Final Design Services \$74,102.00 (Lump Sum)
- Bid Phase Services \$3,000.00 (Lump Sum)
- Construction General Administration Services \$12,500.00 (Lump Sum)

WGA requests the City's authorization to proceed with the scope of work for a total cost of \$89,602.00, lump sum.

WGA's Lump Sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via monthly progress billing.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

These services will be performed under the terms and conditions of the Master Services Agreement between WGA and the City of Elgin. Fees for services quoted in this Proposal are valid for a period of sixty (60) days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, return an executed copy to our office.

Prepared By

Signature

Kevin Beau Perry, P.E.

Printed Name and Title

10 / 22 / 2024

Date

Accepted by Client

Signature

Printed Name and Title

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTERS

DEPARTMENT: EDC

PROPOSED ACTION: Approve the Resolution

BACKGROUND:

The purpose of this Agreement is for the Elgin Chamber of Commerce to utilize City of Elgin Hotel Occupancy Taxes to promote the City of Elgin tourism by providing a quality Elgin Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Elgin. City Hotel Occupancy Tax funds shall only be used for those activities associated with the Visitor Center.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the Resolution

ATTACHMENTS:

1. Resolution Funding Agreement between COE and Chamber
2. 2024 FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN & ELGIN CHAMBER 11-12-2024

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

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

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

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

RESOLUTION NO. 2024-12-03-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE
MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY
OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR
EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND
PROVIDING FOR RELATED MATTERS.**

WHEREAS, the Elgin Chamber of Commerce is a Texas non-profit corporation committed to promoting the civic, educational, historical, cultural and general interest of the City of Elgin and surrounding area, to enhance the quality of life for all citizens within the community. and,

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City.

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

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

Section 2. The Mayor or City Manager are hereby authorized to execute the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds* as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 3rd day of December 2024

THERESA MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

**FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN AND THE ELGIN CHAMBER OF
COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS**

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF BASTROP

THIS PENDING AGREEMENT (the “AGREEMENT”) is entered into between the CITY OF ELGIN, TEXAS, a Texas home-rule city (“CITY”), and the ELGIN CHAMBER OF COMMERCE, a Texas non-profit corporation (“Chamber”). In this agreement, the City and Chamber are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City; and

WHEREAS, the goal of this agreement is to assist visitors to the City of Elgin, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is for the Elgin Chamber of Commerce to utilize City of Elgin Hotel Occupancy Taxes to promote the City of Elgin tourism by providing a quality Elgin Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Elgin. City Hotel Occupancy Tax funds shall only be used for those activities associated with the Visitor Center as covered under this Agreement.

Section 2. Chamber Obligations. The Chamber shall use all of the awarded funds provided by the City in accordance with Chapter 351 of the Texas Tax Code and the Chamber's funding application solely for the use of operating and maintenance of the Elgin Visitor Center and providing assistance to out-of-town visitors. At a minimum, the Elgin Visitor Center must:

- a) display marketing materials from local hotels, motels, and restaurants; and
 - 1. display information related to local special events and sporting events; which would support hotels, motels, and accommodations in the City.
 - 2. Produce at least one print marketing material targeted towards outside visitors and distribute at least 4,000 items by February 1 annually to locations outside Elgin including but not limited to the TXDOT travel Centers.
 - 3. advertise community events listed in Section 4 to outside visitors Via sponsored social media posts, flyers, newspaper ads. Provide documentation of this advertising in the respective quarterly reports.
 - 4. Add community events listed in Section 4 to online calendars such as the Statesman, Do512, Community Impact, Elgin Courier, Austin Chronicle, Texas Highways. Provide documentation of these listings in the respective quarterly reports.
 - 5. Chamber of Commerce will have a staff member attend joint Main Street & Chamber promotion and tourism committee meetings.
 - 6. Two representatives of the city's choosing are voting members on the Greater Elgin Chamber of Commerce Board of Directors.
 - 7. The contract shall be reviewed annually by January 20th by both parties.

Section 3. Chamber Reporting Requirements. The Chamber shall deliver the following to the City Secretary:

- a) On a MONTHLY basis, within fifteen (15) days after the end of the month a Visitor Center Report that includes the following information:
 - i. The number of assisted walk-in-visitors during normal visiting hours segregated into four categories (1) out-of-state or international visitors, (2) Elgin visitors, (3) Bastrop County visitors, and (4) other visitors from Texas; and
 - ii. The number of phone calls where out-of-town visitors were provided assistance; and
 - iii. The name of out-of-town groups and number of visitor packets distributed; and

- iv. Actual hours of operation of the Visitor Center
- b) On a QUARTERLY basis, within fifteen (15) days of the end of each quarter a General Activity Report that includes the following information:
 - i. Promotional activities, specifically including any activities intended to generate visitors to Elgin; and
 - ii. Tourism related meetings and promotional events attended; and
 - iii. Groups or organizations that utilized Chamber facilities or equipment; and
 - iv. Marketing efforts, including but not limited to any publications or media coverage generated by Chamber; and
 - v. A synopsis of Chamber social media activity; and
 - vi. The number of volunteers utilized to support the Chamber and its programs, delineated by their associated activity.
- c) On an ANNUAL basis, within fifteen (15) days after the end of the year, an Annual Report summarizing all information required under this section.
- d) Chamber P&L Budget Performance for the Period ending December 31, Provided by January 15 and June 30, to City Secretary .
- e) A copy of the Chambers Form 990 no later than June 30th to City Secretary .
- f) A copy of audited financial reports submitted to the City Secretary every two years by June 30th.
- g) Present an annual report to City Council on the first Tuesday of February, coordinated with the City Secretary.

Section 3 A.

- a) The Chamber of commerce must comply with state and federal regulations for receiving hot funds.
- b) The Chamber of commerce must have one member of the chamber staff attend a HOT Funds workshop or training provided through the Texas Comptroller's office every two years and provide documentation to the City Secretary of successful completion of that training by January 15 of odd numbered years.

Section 4. Visitor Center Operating Hours. The Chamber shall maintain operating hours whereby the Visitor Center is open for business a minimum of thirty-eight (38) hours each normal (non-holiday) work week. Unless otherwise agreed to by the City Manager, the average or normal operating hours of the Visitor Center shall be Monday through Friday 9:00 AM to 4:00 PM and Saturday 9:00 AM to noon (12:00PM).

Section 4 A Hours in addition to regular visitor center hours

The Chamber will have an information booth or the Visitor's Center will be open to the public outside normal business hours during the following events:

- a. Elgin Music Festival / Explore Elgin Art & Culture 10am to 2pm
- b. Juneteenth 10am to 2pm
- c. Western Days 10am to 4pm
- d. Hogeye Festival 10am to 6pm
- e. Dia De Los Muertos 5pm to 8pm
- f. Small Business Saturday 9am to noon
- g. Holiday by Tracks 10am to 4pm
- h. Sip Shop & Stroll monthly every 2nd Tuesday 5pm to 8pm

Section 5. Limitations on Funding. Subject to the Chamber's satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide annual funding:

- a) \$58,000 fiscal year 2024-2025
- b) \$40,000 fiscal year 2025-2026
- c) \$20,000 fiscal year 2026-2027

The Chamber of Commerce will hold these funds in a separate bank account and will provide monthly bank statements to the City Secretary. Statements to be provided within 15 days of the end of the quarters listed in Section 6. It is the expressed goal of this Agreement and the Parties hereto that at no time shall funding provided to the Chamber by the City under this Agreement represent the majority of overall annual operational funding of the Elgin Chamber of Commerce.

Section 6. Authorization of Payment. Subject to the Chambers satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide funding to the Chamber in equal quarterly payments from City Hotel Occupancy Tax funds as authorized by the City Council in the City Annual Operating Budget. Quarterly payments will be made after services have been provided and within thirty (30) days of receiving the required reports and an invoice. Failure to submit the quarterly report within 30 days of the end of the quarter will result in the forfeiture of that quarters funding.

- a. Q1 – ends March 30th.
- b. Q2 – ends June 30th.
- c. Q3 – ends September 30th.
- d. Q4 – ends December 31st.

Section 7. Non-Appropriation of Funds. All obligations of the City under this agreement are subject to the availability of annual legislative appropriations by the City Council and the Chamber acknowledges that the ability of the City to Perform under this Agreement is contingent upon the continued availability of funds. The amount of City obligation hereunder shall not at any time exceed the amount certified for the purpose stated in such advance authorization. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are within the exclusive discretion of the Elgin City Council.

Section 8. Rights. The City of Elgin has the right, at any time, to inspect the books or records of the Chamber that may relate to the performance of this Agreement. The City, at its sole expense, has the right to conduct an audit of the Chamber.

Section 9. Term. This Agreement shall become effective as of January 1, 2025, and shall continue in effect until December 31, 2027.

Section 10. Recapture Provision. In the event the Chamber does not comply with the terms of this Agreement, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this Agreement, the Chamber, in pursuant to the provisions herein shall refund to the City an amount equal to the sum of all funding actually paid by the City to the Chamber immediately preceding the date of such termination.

Section 11. Indemnification. The Chamber agrees to defend, indemnify, and hold harmless the City of Elgin, the Mayor, and City Council, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages which is sought, suffered by any person or persons, that may arise out of or be occasioned by the Chamber's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of the Chamber, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the Chamber and the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly

agree that this Agreement does not assign any responsibility for civil liability to the City that may arise by virtue of this Agreement.

Section 12. Termination. Either party hereby reserves the right to terminate this Agreement for breach of any provision of this Agreement, upon written notice of the breach and the Chamber shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the City.

Section 13. Appeal Process. If the Chamber wishes to make any appeals on decisions of the City relating to this Agreement, the Chamber must present their appeal in writing within ten (10) business days of funding denial to the City Manager.

MISCELLANEOUS

Section 14. Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party herein. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

Section 15. Severability. The provision of this Agreement is held to invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 16. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 17. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations regarding the subject matter hereof.

Section 18. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both parties.

Section 19. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for action arising hereunder shall be in Bastrop County, Texas.

Section 20. Assignment. Except as otherwise provided in this Agreement, the Chamber may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the City.

Section 21. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 22. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Section 23. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY:	City of Elgin Attn: City Manager 310 N. Main Street Elgin, TX 78621
CHAMBER:	Elgin Chamber of Commerce Attn: Executive Director P.O. Box 408 Elgin, TX. 78621

Section 24. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

CITY OF ELGIN:

BY: _____

Thomas L. Mattis, City Manager

Date _____

THE ELGIN CHAMBER OF COMMERCE:

BY: _____

Chairman

Date _____

BY: _____

Executive Director

Date _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Executive

PROPOSED ACTION: Review and consideration of a Resolution formally casting votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2024.

BACKGROUND:

As a member and taxing unit within Bastrop Central Appraisal District (BCAD), the City retains a designated number of votes utilized to select members of the BCAD's governing body, the Board of Directors. The BCAD provides property appraisal services to the City for purposes related to assessing ad valorem taxes on City property owners.

The proposed action is for purposes of casting the City's designated number of votes for the incoming Board of Directors, whose member's terms begin January 1, 2025, and end December 31, 2026. The City of Elgin has 126 votes out of a total of 5,000 to cast for the nominated candidate(s) as listed in the Resolution.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the Resolution casting votes for the votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2025; and direction to staff, if any, as deemed appropriate.

ATTACHMENTS:

1. Elgin City Resolution of Allocated Votes
2. ALLOCATION OF VOTES

{ } 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

WHEREAS, City of Elgin participates in the Bastrop Central Appraisal District; and
(taxing entity)

WHEREAS, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District’s Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, City of Elgin is allocated 126 votes out of a total of 5,000 to cast for
(taxing entity) *(# allocated per attachment)*
the candidate(s) of its choice; and

WHEREAS, City of Elgin met in open session to consider the casting of the votes to
(taxing entity)
which they are entitled, and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Elgin _____:
(taxing entity)

The City of Elgin does hereby **RESOLVE** to cast their votes for the following
(taxing entity)
individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

<u>Candidate(s)</u>	<u>Votes Cast</u>
Archer, Sandra	_____
Bezner, Justin	_____
Glass, David	_____
Ralph, Jeannie	_____
Redd, David	_____
Satterfield, Dr. Bill	_____

DULY RESOLVED AND ADOPTED by _____ this _____ day of _____, 2024.
(taxing entity)

APPROVED:

(Taxing Entity Administrator)

ATTEST:

(Witness)

**CALCULATIONS for VOTING ENTITLEMENT
BASTROP CENTRAL APPRAISAL DISTRICT
2025 BOARD OF DIRECTORS**

ENTITY	2023 LEVY	TOTAL LEVEY									VOTES
Bastrop County	\$ 52,739,496	/ \$ 191,085,666	X	1,000	=	275.9992	X	5	=		1,380
Bastrop ISD	\$ 82,189,396	/ \$ 191,085,666	X	1,000	=	430.1181	X	5	=		2,151
Bastrop City	\$ 8,463,555	/ \$ 191,085,666	X	1,000	=	44.2919	X	5	=		221
Elgin ISD	\$ 23,863,337	/ \$ 191,085,666	X	1,000	=	124.8829	X	5	=		624
Elgin City	\$ 4,815,941	/ \$ 191,085,666	X	1,000	=	25.2030	X	5	=		126
Lexington ISD	\$ 43,651	/ \$ 191,085,666	X	1,000	=	0.2284	X	5	=		1
McDade ISD	\$ 1,525,084	/ \$ 191,085,666	X	1,000	=	7.9812	X	5	=		40
Smithville ISD	\$ 12,915,316	/ \$ 191,085,666	X	1,000	=	67.5891	X	5	=		338
Smithville City	\$ 2,377,859	/ \$ 191,085,666	X	1,000	=	12.4439	X	5	=		62
ACC-Elgin	\$ 2,152,031	/ \$ 191,085,666	X	1,000	=	11.2621	X	5	=		56
	191,085,666									Total Number of Votes	5,000



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:

The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of \$50,000 for this purpose in the FY24-25 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more than that amount. To that end, the Council created an ad hoc committee including the Mayor and Council Members who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget.

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: Discuss and take action to appoint acting city manager

DEPARTMENT: Executive

PROPOSED ACTION: Appoint an Acting City Manager

BACKGROUND:

The City of Elgin currently has a vacancy for City Manager.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Appoint an Acting City Manager

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.

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discuss and possible take action regarding process for appointment or selection of interim city manager.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

The City of Elgin currently has a vacancy for City Manager.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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: Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

The City Charter was last amended in 2015.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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.