



**ELGIN CITY COUNCIL AGENDA  
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS  
404 NORTH MAIN STREET  
April 15, 2025  
6:30 PM**

Members of the public may watch the meeting at:

[https://www.youtube.com/channel/UC3OGBV\\_IoV0Nr3AqM1jJTzA](https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA)

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. PUBLIC COMMENT**

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

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

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

**VI. ANNOUNCEMENTS**

**VII. PRESENTATION**

- 1. A PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSUALT AWARENESS MONTH IN THE CITY OF ELGIN**

## **VIII. STAFF REPORT**

- 1. Finance Department Update (Gradient Solutions and Sanders)**

## **IX. CITY MANAGERS REPORT**

- 1. Grant Announcement from Elgin Public Library (Fowler)**
- 2. Building Code Effectiveness Grading Update (Perry) (ISO)**

## **X. CONSENT AGENDA**

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

- 1. City Council Regular Meeting Minutes - April 1, 2025**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 13 AND No. 14 FOR THE VETERANS PARK EXPANSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY OF ELGIN TO ENTER INTO A COST PARTICIPATION AGREEMENT FOR UPSIZING WATER AND WASTEWATER LINES IN CREEKS CROSSING DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**
- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 2 AND CHANGE ORDER No. 2 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER No. 4 FOR THE PISTOL HILL BOOSTER STATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 6. CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET HELD ON FRIDAY, JUNE 6TH, 2025, FROM 5:00PM TO 10:00 PM IN ELGIN MEMORIAL PARK MAIN PAVILION (ALVAREZ)**

## **XI. NEW BUSINESS**

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS CONSENTING TO THE**



**ANNEXATION OF 16.766 ACRES OF LAND INTO LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)**

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDED AND RESTATED WHOLESALE SERVICE AGREEMENT WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR WHOLESALE WATER SERVICE AND MAKING CERTAIN FINDINGS THERETO. (PERRY)**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)**
- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO AND ACKNOWLEDGING THE SCHOOL SITE DONATION AGREEMENT BETWEEN LUND FARM INVESTMENT, LLC, A TEXAS LIMITY LIABILITY COMPANY AND ELGIN INDEPENDENT SCHOOL DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES TO AMEND THE BOUNDARY FOR CITY OF ELGIN WATER CERTIFICATE OF CONVENIENCE AND NECESSITY AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS FEE AGREEMENT REGARDING THE CONSTRUCTION OF COUNTY LINE ROAD WITH CGA MF INVESTMENT, LP, A TEXAS LIMITED PARTNERSHIP AND MAKING CERTAIN FINDINGS RELATED THERETO (PERRY)**
- 7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGMENT AND APPROVAL OF CITY STAFF TO EXECUTE REPAIRS TO WELL 15 AND MAKING CERTAIN FINDINGS RELATED THERETO.(GONZALEZ)**

**XII. EXECUTIVE SESSION**

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

- 1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**

**XIII. RECONVENE**

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

**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)229-3223. 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 Thursday, April 10, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Peyton Standifer". The signature is written in a cursive, flowing style.

Peyton Standifer, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSUALT AWARENESS MONTH IN THE CITY OF ELGIN

**DEPARTMENT:** Executive

**PROPOSED ACTION:** No action is required by Council

**BACKGROUND:**

April is Sexual Assault Awareness Month.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

No recommendation to be made

**ATTACHMENTS:**

1. Proclamation for Sexual Assault Awareness Month 04.2025

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

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

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

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

## **A PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF ELGIN**

**WHEREAS**, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every community; and

**WHEREAS**, Sexual Assault Awareness Month aims to raise public awareness about sexual abuse, harassment, and assault and educate communities about how to be involved in prevention; and

**WHEREAS**, More than half of all women and nearly one-third of all men in America have experienced sexual violence. The rate of sexual violence is even higher for people of color; and

**WHEREAS**, Sexual violence affects every community in this Nation, leaving millions of Americans—our neighbors, friends, colleagues, and loved ones—scarred; and

**WHEREAS**, the City of Elgin will commemorate awareness throughout the month of April.

**NOW, THEREFORE, I, THERESA Y. MCSHAN**, Mayor of the City of Elgin, hereby declare April 2025 as Sexual Assault Awareness Month. During the month-long observance, I urge all citizens and individuals to raise awareness, and advocate for community action to prevent sexual abuse, harassment, and assault.

**IN OFFICAL RECOGNITION WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Elgin, Texas, to be affixed this 15<sup>th</sup> day of April 2025.

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Theresa Y. McShan, Mayor  
City of Elgin, Texas



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Finance Department Update (Gradient Solutions and Sanders)

**DEPARTMENT:** Finance

**PROPOSED ACTION:** No action is required by Council at this time.

**BACKGROUND:**

Gradient Solutions is a consulting firm with a team of highly qualified finance leaders, who were hired to provide direction and support to the City of Elgin. Gradient Solutions will update the Council on the status of the Department, and the priority of task completion. The Human Resources Director provides general oversight of the day-to-day operations of the Finance Department and staff supervision during times when the Department needs additional support and in the absence of a Finance Director. Gradient representatives have been working with the Finance Staff since late January. Initial work efforts include, but are not limited to, responding to prior audit challenges, reconciling prior financial transactions, ensuring ongoing operations are properly processed, and preparing financial reports for the upcoming budget process.

Gradient and City Staff will provide briefing updates on progress thus far as well as the challenges ahead.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

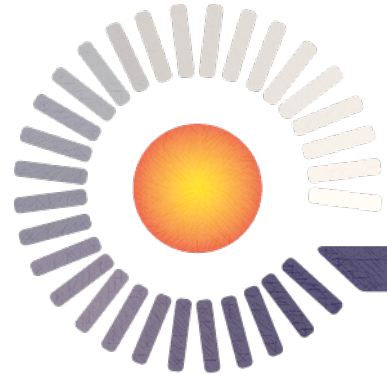
No recommendation to be made.

**ATTACHMENTS:**

1. Elgin Council Meeting April 15, 2025
2. Finance Update to Council 04-15-2025

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

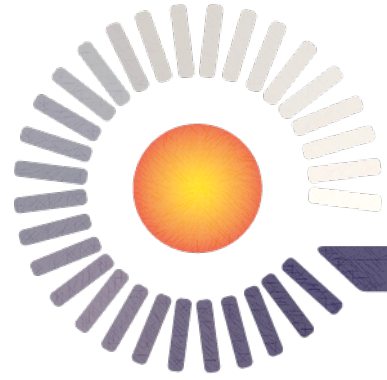
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# City of Elgin, TX Update

Gradient Leadership Solutions, LLC

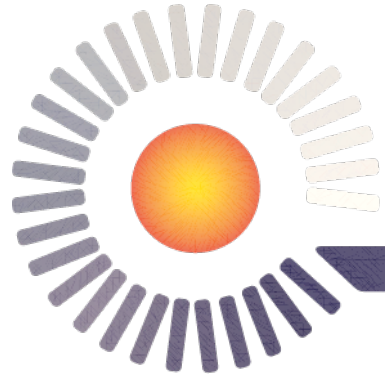
April 15, 2025



# General Comments and Observations

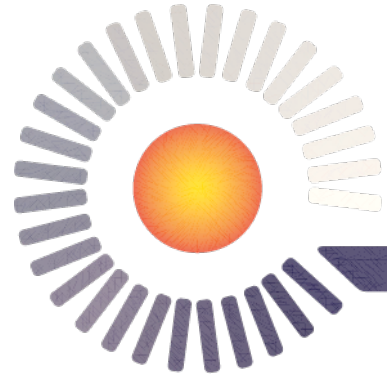
- Gradient is supporting the larger team's efforts to review current and past (as required) financial transactions.
- Considering the significant amount of work ahead for the City, Gradient is pleased with finance and accounting staff's efforts as clean-up is undertaken and concerns are addressed.

# General Comments and Observations (cont'd)



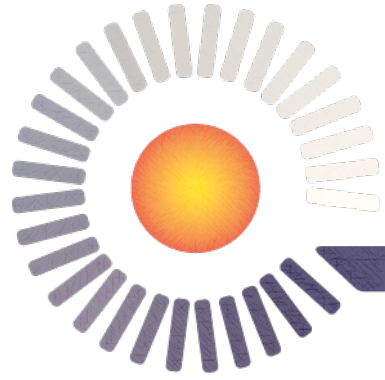
- While the team including Gradient expected a variety of cleanliness and process issues, the issues the group has encountered have been wider and deeper than originally expected.
- From a Finance Department perspective, Gradient supports the City's immediate plan to identify and hire several appropriately experienced, trained, and compensated Finance Department personnel.





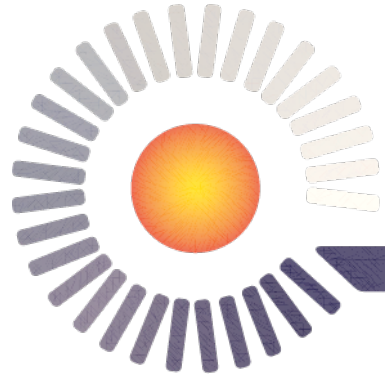
# Current Goals and Progress

- Some of the immediate goals and progress of the entire Finance and Accounting team include:
  - Preparation for the **upcoming audit** has been prioritized (i.e., beginning in June 2025). Bank reconciliations for FY 2023-2024 are nearing completion. While some process risk exists before FY 2023-2024, the focus is on that period forward. Bank reconciliations and the design and clean-up of a “pooled cash” approach represent the foundation of the City’s records.
  - Initial processes to address the **prior year external auditor findings** (i.e., pooled cash, PFIA, disclosure process, etc.).
  - The team has started to review and consider the **budgetary and forecasting** processes within the City.



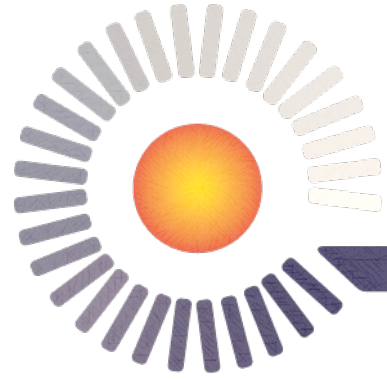
# Concluding Comments

- It is **possible** that the scope of the finance-related problems will **continue to expand** as current or past transactions or entries are uncovered and corrected.
- Due to open positions and regular Finance Director turnover, the current staff have been aggressively “treading water” to survive with a **focus on day-to-day tasks** versus larger or strategic Finance Department processes.



## Concluding Comments (cont'd)

- After the team has the FY 2023-2024 audit preparation and corrections performed, their **focus will shift** to addressing key process areas such as budget (initial review underway), de-centralized purchasing, key departmental policies (assist in governing operations), and key financial processes (i.e., payroll, accounts payable, fixed assets, etc.).



# Comments or Questions?

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[leadership@gogradient.com](mailto:leadership@gogradient.com)

(817) 795-1605

[www.gogradient.com/leadership](http://www.gogradient.com/leadership)

Gradient Leadership Solutions, LLC is a subsidiary of Gradient Solutions Corporation focused on support client needs in the Client management teams in the finance and information technology areas.

# City of Elgin Finance Department Update

April 15, 2025

# Progress Update

- Recruitment of new staff – SGR is creating brochure for Finance Director recruitment.
- Staff will propose reclass of positions to better align dept structure with needs of City
- Training For Existing Finance Staff on ERP Pro-10, both desktop and cloud versions. Training included Accounts Payable, Purchasing, General Ledger, Security, and Project Accounting.
- Preparing for FY 23-24 Audit and Single Audit
- Created new forms that will streamline process
- Processing GL Corrections and vendor clean up
- Working with Gradient as previously mentioned

# Base Information for Budget Preparation

- Prepared Budget Calendar
- Developed Monthly Revenues/Expenditures Summary Reports
- HR prepared Budget Manual with forms that outlines the budget development process for departments
- HR developed and delivered training on the FY 25-26 budget development process and Finance Procedures on April 8<sup>th</sup>.



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Grant Announcement from Elgin Public Library (Fowler)

**DEPARTMENT:** Library

**PROPOSED ACTION:** No action is required by Council at this time.

**BACKGROUND:**

Elgin Public Library has been selected as one of 300 libraries to participate in round three of Libraries Transforming Communities: Accessible Small and Rural Communities, an American Library Association (ALA) initiative that provides community engagement and accessibility resources to small and rural libraries to help them better serve people with disabilities.

The competitive award comes with a \$20,000 grant that will help the library automate a set of double doors at the entrance to the library and also the bathroom doors for both men and women.

As part of the grant, staff will host conversations with residents about library accessibility and explore additional ways to improve library services.

**BUDGET/FINANCIAL IMPACT:**

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

**Grant Award Amount**

\$20,000

**City Matching Amount**

\$0.00

**RECOMMENDATION:**

No recommendation to be made at this time.

**ATTACHMENTS:**

1. LTCAccessR3\_PR for Grant Announcement

{ } 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.

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FOR IMMEDIATE RELEASE

Contact:

Heather Fowler  
Library Director  
Elgin Public Library  
512-281-5678  
Heather.fowler@elgintexas.gov

**ELGIN PUBLIC LIBRARY RECEIVES NATIONAL GRANT FOR SMALL AND RURAL LIBRARIES**  
***\$20,000 Grant Will Help the Library Work with Residents with Disabilities***

Elgin — Elgin Public Library has been selected as one of 300 libraries to participate in round three of Libraries Transforming Communities: Accessible Small and Rural Communities, an American Library Association (ALA) initiative that provides community engagement and accessibility resources to small and rural libraries to help them better serve people with disabilities.

The competitive award comes with a \$20,000 grant that will help the library automate a set of double doors at the entrance to the library and also the bathroom doors for both men and women.

*“We are so proud to be chosen for this amazing opportunity,” said Library Director Heather Fowler. “This grant will allow our library to get to know our residents with disabilities better. It will help us improve our services to ensure this population feels welcome and comfortable in our space.”*

As part of the grant, Elgin Public Library staff will take an online course in how to lead conversations, a skill vital to library work today. Staff will then host conversations with residents about library accessibility and use the grant funds to automate several library doors and explore other ways to improve library services.

Providing an accessible space for our community members with disabilities is a huge priority for the volunteers and staff at Elgin Public Library. “We have a lot of people that need assistance – patrons in wheelchairs or walkers, moms with babies in strollers. This is a wonderful opportunity to help them,” says long-time volunteer, Jan Raby.

If you are interested in getting involved or taking part in the conversation, please contact Ginna Hill at [ginna.hill@elgintexas.gov](mailto:ginna.hill@elgintexas.gov), or visit <https://www.elgintexas.gov/240/Public-Library> for more information.

Since 2014, ALA’s Libraries Transforming Communities initiative has re-imagined the role libraries play in supporting communities. Libraries of all types have utilized free dialogue and deliberation training and resources to lead community and campus forums; take part in anti-violence activities; provide a space for residents to come together and discuss challenging topics; and have productive conversations with civic leaders, library trustees and staff.

*“Libraries Transforming Communities: Accessible Small and Rural Communities is an initiative of the American Library Association (ALA) in collaboration with the Association for Rural and Small Libraries (ARSL).”*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Building Code Effectiveness Grading Update (Perry) (ISO)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** No Council action required for this item.

**BACKGROUND:**

This past August, the City of Elgin Development Services department met with a representative of Verisk Analytics' Insurance Services Office conducting a report to update the score for the City's Building Code Effectiveness Grading Schedule (BCEGS). This is a ranking of the City's adherence to building codes and of community-level preparedness for natural disasters, which is used by insurance companies for underwriting purposes. The ranking is on a scale of 1-10, 1 being the highest score and 10 being the lowest, which reflects a placement on a 100-point set of criteria across 27 areas of focus.

We are pleased to report that the City of Elgin has received a score of 74.69/100 for commercial construction and of 67.79/100 for residential construction, increasing the City's BCEGS score to 4 from its previous score of 6 as of the last review in 2018. The Texas state average is 6 with 53.31/100 for Commercial and 50.42/100 for Residential, so we are now nicely ahead of the curve.

The City of Elgin's main improvements compared to 2018 include the adoption of more recent building codes, high levels of certification of plan examiners and inspectors, and sufficient staff to ensure comprehensive review of submitted plans. Aspects that the City scored poorly on include hours of ongoing training by the staff, years of construction experience held by inspectors, and the tracked accounting of inspections. These are all areas we will continue to look at in the future to better separate the City of Elgin from the surrounding areas.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. 63698 Elgin, TX Final Letter 12
2. 63698 Elgin, TX Final DSR

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



1000 Bishops Gate Blvd., Suite 300  
Mt. Laurel, NJ 08054

tel. 1 800 444-4554

March 12, 2025

Mr. Beau Perry, Director of Development Services  
Elgin  
310 N Main Street, P.O. Box 591  
Elgin, TX 78621

RE: Building Code Effectiveness Grading Schedule Results  
Elgin, Bastrop County, TX

Dear Mr. Perry:

We wish to thank you for the cooperation given to our representative, Daniel Cortez, during our recent survey. We have completed our analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification is 04 for 1 and 2 family residential property and 04 for commercial and industrial property.

ISO's primary mission is providing advisory insurance underwriting and rating information to insurers. There is no requirement that insurers use our advisory material. Insurers may have adopted, or may be in the process of adopting, an ISO insurance rating program that will provide rating credits to individual property insurance policies in recognition of community efforts to mitigate property damage due to natural disasters. These insurers may use the Building Code Effectiveness Grading Classification we have recently developed for your community as a basis for the credits used. While individual insurers may use different credits or different effective dates, the ISO program will apply credits to new construction within Elgin that has been issued a Certificate of Occupancy in the year of publication and forward.

BCEGS classifications range from 1-10 with a Class 1 representing exemplary commitment to building-code enforcement. A classification of 99 indicates that a particular aspect of a community's building code enforcement program does not meet the minimum requirements of the BCEGS Schedule to receive a classification of 1-10. The BCEGS Schedule requires that a jurisdiction adopts building codes, conducts plan review, conducts inspections, and provides for staff training.

If you have any questions about the Classification that was developed, please let us know. Additionally, if you are planning on any future changes in your building codes or their enforcement, please advise us as these changes may affect our analysis and your community's grading classification.

Sincerely,

BCEGS Notification Team  
Insurance Services Office  
Phone: +1.800.444.4554  
Email: BCEGSNotifications@iso.com  
Website: www.isomitigation.com

cc: Mr. Thomas Mattis, City Manager  
Elgin  
310 N Main Street, P.O. Box 591  
Elgin, TX 78621



**ISO® - Building Code Effectiveness  
Grading Schedule (BCEGS®)**

**Building Code Enforcement Department Report**

**Prepared For:**

**Elgin, TX**

**August 23, 2024**



Introduction

Verisk is a leading source of information about property/casualty insurance risk. For a broad spectrum of commercial and personal lines of insurance, we provide statistical, actuarial, underwriting, and claims data; policy language; information about specific locations; fraud-identification tools; consulting services; and information for marketing, loss control, and premium audit. We perform the evaluations as a service to the insurance industry and the information we collect and products we produce are utilized in many aspects of insurance underwriting.

Verisk collects building code adoption and enforcement information from communities in the United States. Using our filed Building Code Effectiveness Grading Schedule (BCEGS), we analyze the data and assign BCEGS Classifications to the community – one Classification applying to 1 & 2 family residential properties and the other to commercial and industrial properties. These Classifications, which range from 1 to 10, measure a jurisdiction's commitment to the adoption and enforcement of building codes (with a Class 1 indicating the highest level of commitment). Since the creation of the BCEGS program in 1996, Verisk has evaluated over 35,000 building code enforcement departments servicing over 48,000 communities across the United States.

We are committed to working with each building code enforcement department to perform BCEGS surveys on a regular basis. Periodic surveying helps determine if a department has made any significant changes since its last evaluation. This ongoing effort is designed to re-evaluate each community at approximate 4-year intervals or sooner if changes indicate a potential revision to the classification. The purpose of this report is to provide the leaders of building code enforcement departments with insights into the most recent evaluation of the department and provide a comparison to outcomes from the prior evaluation of the department, if applicable. The information necessary to determine the BCEGS classification was collected from the building code enforcement department staff through a combination of on-site interviews, BCEGS questionnaire, and submitted documentation.

The Building Code Effectiveness Grading Schedule (BCEGS)

The purpose of the Building Code Effectiveness Grading Schedule is to review aspects of a building code enforcement department and to develop a Building Code Effectiveness Classification for insurance underwriting information and rating purposes, where approved. BCEGS is designed to measures resources and support made available to the enforcement of building codes and the utilization of those resources at the community level.

The Schedule is an insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law or regulation, nor is it for making property/casualty loss prevention or life safety recommendations. The classifications developed by this schedule are only one of several elements used to develop insurance rates for individual properties. Other features specifically relating to individual properties such as construction, occupancy, and exposures have similar importance in the development of these rates.

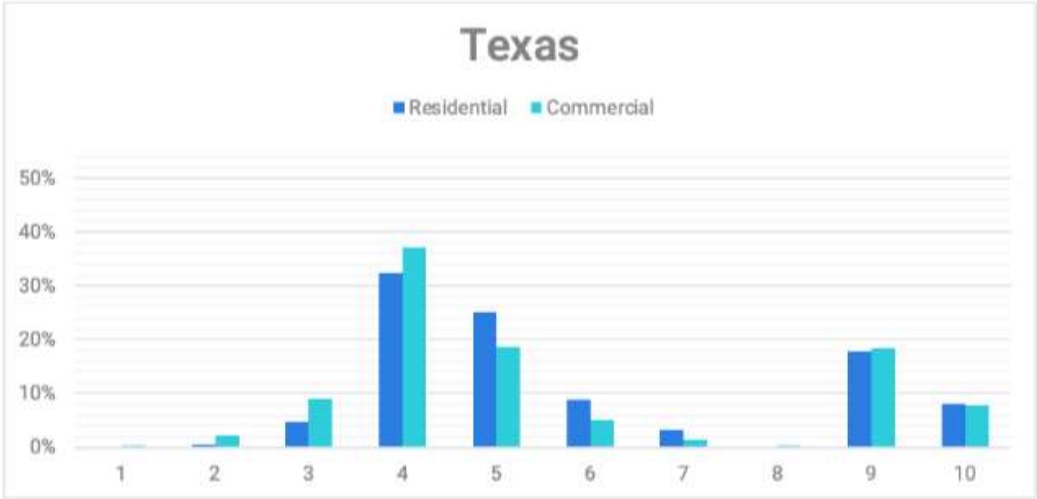
Determining a BCEGS Classification

Communities are evaluated based on state or local building code policies and practices in 27 different areas of focus. The values are calculated based on the terms of the BCEGS schedule to determine a score on a 0-to-100-point scale. Each community's score is then converted to a 1-to-10 classification. The table below shows the relationship between points and classifications.

| BCEGS Classification | Scored Points Range |
|----------------------|---------------------|
| 1                    | 93.00 - 100.00      |
| 1                    | 93.00 - 100.00      |
| 2                    | 85.00 - 92.99       |
| 3                    | 77.00 - 84.99       |
| 4                    | 65.00 - 76.99       |
| 5                    | 56.00 - 64.99       |
| 6                    | 48.00 - 55.99       |
| 7                    | 39.00 - 47.99       |
| 8                    | 25.00 - 38.99       |
| 9                    | 10.00 - 24.99       |
| 10                   | 0.01 - 9.99         |

## Distribution of State BCEGS Classifications

The table below illustrates the distribution of BCEGS classifications across the state by percentage of graded communities in each class for both commercial and residential construction.



| State Average |       |       |
|---------------|-------|-------|
|               | Score | Class |
| Commercial    | 53.31 | 6     |
| Residential   | 50.42 | 6     |

Note: Average State classifications and scores are calculated using the latest available BCEGS results from graded communities in each state. Verisk evaluates communities on a 4-to-5 year recurring cycle, data used in the averages may not be from the same period in time. Averages are not weighted and no community data is counted more than once in the calculation of a state’s average.

## Current BCEGS Survey Results

| Elgin, TX   |       |       |
|-------------|-------|-------|
|             | Score | Class |
| Commercial  | 74.69 | 4     |
| Residential | 67.79 | 4     |

## User's Guide to the BCEGS Scoring Chart

Details concerning the scoring of the building code enforcement department is found on the following pages. In order to assist in the understanding of this information, this user's guide is provided. Points earned in each section of the BCEGS Schedule are detailed and are separated into sections based on the area of focus. In addition, and where applicable, the points earned in the prior survey are also provided for informational purposes.

Sample Chart:

| Section 108 - Additional Code Adoptions<br><div><div>A</div></div> | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2016                                                                                                     |                                                                                                       | 2013                                                                                                     |                                                                                                       | Cycle over Cycle Change       |                               |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Current Cycle Outcomes                                                                                   |                                                                                                       | Prior Cycle Outcomes                                                                                     |                                                                                                       |                               |                               |
|                                                                    | Maximum Points Possible in the Section<br><div><div>B</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Personal Lines (PL) applicable to One and Two Family Residential Construction<br><div><div>C</div></div> | Commercial Lines (CL) applicable to Commercial and Industrial Construction<br><div><div>D</div></div> | Personal Lines (PL) applicable to One and Two Family Residential Construction<br><div><div>E</div></div> | Commercial Lines (CL) applicable to Commercial and Industrial Construction<br><div><div>F</div></div> | PL<br><div><div>G</div></div> | CL<br><div><div>G</div></div> |
|                                                                    | 4.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3.35                                                                                                     | 3.35                                                                                                  | 3.01                                                                                                     | 3.01                                                                                                  | <div><div>0.34</div></div>    | <div><div>0.34</div></div>    |
|                                                                    | Points in this section are earned based on the age of the electrical, mechanical, plumbing, fuel-gas, energy and wildland-urban interface codes adopted and enforced within the jurisdiction - in the same manner as Section 105. To receive full credit, the most current edition of a model code, for each discipline, produced by a nationally recognized building code development and publication organization must be adopted. This section is fully proratable and partial credit can be earned.<br><div><div>I</div></div> |                                                                                                          |                                                                                                       |                                                                                                          |                                                                                                       |                               | <div><div>H</div></div>       |

### Key

| LABEL | DESCRIPTION                                                                                                                                                                                                                                                                      |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A     | Section number of the filed BCEGS schedule and description of the section heading                                                                                                                                                                                                |
| B     | The maximum possible points per section as set out in the filed BCEGS Schedule                                                                                                                                                                                                   |
| C     | Values in this field indicate the current earned points in this section of the filed BCEGS Schedule applicable to the one and two family residential enforcement program.                                                                                                        |
| D     | Values in this field indicate the current earned points in this section of the filed BCEGS Schedule applicable to the commercial and industrial enforcement program.                                                                                                             |
| E     | Values in this field indicate the prior earned points in this section of the filed BCEGS Schedule applicable to the one and two family residential enforcement program. A blank entry in this field indicates an initial survey or that comparison information is not available. |
| F     | Values in this field indicate the prior earned points in this section of the filed BCEGS Schedule applicable to the commercial and industrial enforcement program. A blank entry in this field indicates an initial survey or that comparison information is not available.      |
| G     | The indicators in this field illustrate if the department gained, lost or maintained points in this section of the filed BCEGS Schedule as compared to the prior survey. This is intended to be helpful in at-a-glance review of the document.                                   |
| H     | The icon in this field indicates if the section is more directly related to code adoption policy or code enforcement activity.                                                                                                                                                   |
| I     | This field provides a general description of the focus area being scored and the elements necessary for credit to be earned.                                                                                                                                                     |



## August 23, 2024 Survey of Elgin, TX

Detail of Points Scored by Section of the BCEGS Schedule and Comparison with Prior Score

### Section I: Code Administration

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--|--|--|---------|---------|----------|-----------|---------|------|------|------|-----|-------------------------------------------------------------------------------------|
| Section 105 - Adopted Codes                 | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL                                                                                                                    |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7.60                                                                          | 8.00                                                                       | 6.54                                                                          | 6.88                                                                       | ↑ 1.06                                                                                | ↑ 1.12                                                                                                                |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | <p>Points in this section are earned based on the age of the building and residential codes adopted and enforced within the jurisdiction. To receive full credit, the most current edition of a model code produced by a nationally recognized building code development and publication organization must be adopted. The table below shows the breakdown of point allocation in this section. Please note that point allocations less than those indicated in the table below are reflective of prorations being applied due to weakening of the code. This section is fully prorable and partial credit can be earned.</p> <table><tr><td rowspan="2">Building and Residential Code</td><td colspan="4">Point allocation based on age of adopted code. If model code edition adopted is within ____ years of the survey date:</td></tr><tr><td>5 Years</td><td>6 Years</td><td>10 Years</td><td>&gt;10 Years</td></tr><tr><td>Points:</td><td>8.00</td><td>6.88</td><td>2.21</td><td>.85</td></tr></table> |                                                                               |                                                                            |                                                                               |                                                                            | Building and Residential Code                                                         | Point allocation based on age of adopted code. If model code edition adopted is within ____ years of the survey date: |  |  |  | 5 Years | 6 Years | 10 Years | >10 Years | Points: | 8.00 | 6.88 | 2.21 | .85 |  |
| Building and Residential Code               | Point allocation based on age of adopted code. If model code edition adopted is within ____ years of the survey date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | 5 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 6 Years                                                                       | 10 Years                                                                   | >10 Years                                                                     |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
| Points:                                     | 8.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 6.88                                                                          | 2.21                                                                       | .85                                                                           |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
| Section 108 - Additional Code Adoptions     | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL                                                                                                                    |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3.35                                                                          | 3.35                                                                       | 1.99                                                                          | 1.99                                                                       | ↑ 1.36                                                                                | ↑ 1.36                                                                                                                |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | <p>Points in this section are earned based on the age of the electrical, mechanical, plumbing, fuel-gas, energy and wildland-urban interface codes adopted and enforced within the jurisdiction - in the same manner as Section 105. To receive full credit, the most current edition of a model code, for each discipline, produced by a nationally recognized building code development and publication organization must be adopted. This section is fully prorable and partial credit can be earned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |  |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
| Section 110 - Modification to Adopted Codes | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL                                                                                                                    |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3.80                                                                          | 4.00                                                                       | 3.27                                                                          | 3.44                                                                       | ↑ 0.53                                                                                | ↑ 0.56                                                                                                                |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |
|                                             | <p>To earn full credit in this section, the jurisdiction must adopt a model code without modifications that weaken the structural provisions of the base model code. Maximum credit in this section is determined by the age of the model code being utilized. This section is fully prorable and partial credit can be earned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                                                            |                                                                               |                                                                            |  |                                                                                                                       |  |  |  |         |         |          |           |         |      |      |      |     |                                                                                     |

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|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |         |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|
| Section 112 - Method of Adoption                                                | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                                 | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                                 | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.00                                                                          | 1.00                                                                       | 0.00                                                                          | 0.00                                                                       | ↑ 1.00                                                                                | ↑ 1.00  |
|                                                                                 | Full credit in this section is earned when the jurisdiction adopts a unified set of model codes within 1 year of the publication date of those codes. Additionally, full credit must be earned in sections 105 and 108 to receive credit in this section.                                                                                                                                                                                                      |                                                                               |                                                                            |                                                                               |                                                                            |    |         |
| Section 115(a)- Training Expenditures                                           | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                                 | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                                 | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.48                                                                          | 0.48                                                                       | 0.41                                                                          | 0.41                                                                       | ↑ 0.07                                                                                | ↑ 0.07  |
|                                                                                 | Maximum credit in this section is earned when the jurisdiction is devoting a minimum of 2% of departmental operating expenditures to training activities. This section is fully prorable and partial credit can be earned.                                                                                                                                                                                                                                     |                                                                               |                                                                            |                                                                               |                                                                            |    |         |
| Section 115(b)- Hours of Staff Training in Code Administration                  | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                                 | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                                 | 1.25                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.03                                                                          | 0.03                                                                       | 0.87                                                                          | 0.87                                                                       | ↓ -0.84                                                                               | ↓ -0.84 |
|                                                                                 | Credit for staff training in the administration of codes is earned based on the actual hours of training received by the building official, plans examiners and inspectors during the review period. To receive full credit in this section the building official, all plans examiners and all inspectors must each receive a minimum of 12 hours of training in the administration of codes. This section is fully prorable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |  |         |
| Section 115(b)- Hours of Staff Training in Legal Aspects of Code Administration | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                                 | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                                 | 1.25                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.03                                                                          | 0.03                                                                       | 0.75                                                                          | 0.75                                                                       | ↓ -0.72                                                                               | ↓ -0.72 |
|                                                                                 | Credit for staff training in the legal aspects of code administration is earned based on the actual hours of training received by the building official, plans examiners and inspectors during the review period. To receive full credit in this section the building official, all plans examiners and all inspectors must each receive a minimum of 12 hours of training in legal aspects. This section is fully prorable and partial credit can be earned.  |                                                                               |                                                                            |                                                                               |                                                                            |  |         |



## August 23, 2024 Survey of Elgin, TX

| Section 115(b)- Hours of Staff Training Obtained by Mentoring                                                                                                                                                                                                                                                                                                                                                                                                                                                      | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1.25                                   | 0.01                                                                          | 0.01                                                                       | 1.04                                                                          | 1.04                                                                       | ↓ -1.03                 | ↓ -1.03                                                                               |
| Credit for staff training obtained through mentoring is earned based on the actual hours of mentoring received by the plans examiners and inspectors during the review period. To receive full credit in this section all plans examiners and all inspectors must each receive a minimum of 12 hours of mentoring. This section is fully proratable and partial credit can be earned.                                                                                                                              |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 115(b)- Hours of Staff Training in Technical Aspects of the Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                  | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 4.25                                   | 0.67                                                                          | 0.67                                                                       | 1.36                                                                          | 1.36                                                                       | ↓ -0.69                 | ↓ -0.69                                                                               |
| Credit for staff training in the technical aspects of the building code is earned based on the actual hours of training received by the building official, plans examiners and inspectors during the review period. To receive full credit in this section the building official, all plans examiners and all inspectors must each receive a minimum of 60 hours of training in any technical aspects of any adopted model building or subcode. This section is fully proratable and partial credit can be earned. |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 115(c)- Incentives Related to Exam Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.5                                    | 0.50                                                                          | 0.50                                                                       | 0.50                                                                          | 0.50                                                                       | 0.00                    | 0.00                                                                                  |
| Credit in this section is earned when jurisdiction policy and practice mandates that certification examination fees are paid for all employees in the department.                                                                                                                                                                                                                                                                                                                                                  |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |
| Section 115(c)- Incentives Related to Training and Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.5                                    | 0.00                                                                          | 0.00                                                                       | 0.00                                                                          | 0.00                                                                       | 0.00                    | 0.00                                                                                  |
| Credit in this section is earned when jurisdiction policy and practice provides incentives for employees to obtain outside training and/or certification.                                                                                                                                                                                                                                                                                                                                                          |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |

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| Section 115(c)- Incentives Related to Payment for Continuing Education                                                                                                                                                                                                                                                                                  | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                         |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                         | 0.5                                    | 0.50                                                                          | 0.50                                                                       | 0.50                                                                          | 0.50                                                                       | 0.00                    | 0.00                                                                                  |
| Credit in this section is earned when jurisdiction policy and practice mandates that all fees for continuing education are paid by the department.                                                                                                                                                                                                      |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 115(d)- Education of the Appeals Body                                                                                                                                                                                                                                                                                                           | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                         | 0.5                                    | 0.00                                                                          | 0.00                                                                       | 0.00                                                                          | 0.00                                                                       | 0.00                    | 0.00                                                                                  |
| Maximum credit in this section is earned when the jurisdiction provides each member of the governing appeals body with a minimum of at least 3 hours of continuing education in building codes, building code enforcement or legal aspects of code administration on a yearly basis. This section is fully proratable and partial credit can be earned. |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 120(a)- Staff Certification                                                                                                                                                                                                                                                                                                                     | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                         | 8                                      | 6.12                                                                          | 6.12                                                                       | 5.07                                                                          | 5.07                                                                       | ↑ 1.05                  | ↑ 1.05                                                                                |
| Maximum credit in this section is earned based on the certification level of all plans examiners and inspectors. This section is fully proratable and partial credit can be earned.                                                                                                                                                                     |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |
| Section 120(b)- Mandates for Staff Certification                                                                                                                                                                                                                                                                                                        | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                         | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                         | 0.5                                    | 0.02                                                                          | 0.02                                                                       | 0.03                                                                          | 0.03                                                                       | ↓ -0.01                 | ↓ -0.01                                                                               |
| Maximum credit in this section is earned when the jurisdiction has in place a certification mandate for all plans examiners and inspectors. This section is fully proratable and partial credit can be earned.                                                                                                                                          |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |



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| Section 120(c)- Mandates for Staff Certification Maintenance                                                                                                                                                                                                                                                                                                                                                                                           | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.5                                    | 0.05                                                                          | 0.05                                                                       | 0.19                                                                          | 0.19                                                                       | ↓ -0.14                 | ↓ -0.14                                                                               |
| Maximum credit in this section is earned when the jurisdiction has in place a program of certification maintenance through continuing education once every 3 years. This section is fully proratable and partial credit can be earned.                                                                                                                                                                                                                 |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 120(d)- Mandates for Staff Certification Pre or Post Employment                                                                                                                                                                                                                                                                                                                                                                                | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                                      | 0.02                                                                          | 0.02                                                                       | 0.05                                                                          | 0.05                                                                       | ↓ -0.03                 | ↓ -0.03                                                                               |
| Maximum credit in this section is earned when the jurisdiction has in place a mandate that the building official, all plans examiners and all inspectors are certified in the fields in which they are to work at the time of hire. This section is fully proratable and partial credit can be earned.                                                                                                                                                 |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 120(e)- Mandates for Staff Certification Pre or Post Employment                                                                                                                                                                                                                                                                                                                                                                                | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                                      | 0.03                                                                          | 0.03                                                                       | 0.06                                                                          | 0.06                                                                       | ↓ -0.03                 | ↓ -0.03                                                                               |
| Maximum credit in this section is earned when the jurisdiction has in place a program of employee certification where specific code related education and experience are required prerequisites to examination requirements. Certification examination program must have prerequisite education and experience requirements applicable to the employee sitting for the examination. This section is fully proratable and partial credit can be earned. |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |

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| Section 125-Qualifications, Education and Experience of the Building Official | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------|------------|--------------------------------------------------|------------|---------------------------------------|-----------|------------------------------------------|------------|--------------------------------------|------------|--------------------------------------------|------------|----------------------|-------------|
|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL     |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2.90                                                                          | 2.90                                                                       | 1.90                                                                          | 1.90                                                                       | ↑ 1.00                                                                                | ↑ 1.00 |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Credit earned in this section is based on the cumulative qualifications, education and experience of the building code official. Maximum credit is broken down into six categories with each category having a maximum amount of credit which, when totalled, become the points in this section. This section is fully proratable and partial credit can be earned.                                                                                                                                                                                                                                                                         |                                                                               |                                                                            |                                                                               |                                                                            |    |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | <table><tr><th colspan="2">Maximum Cumulative Points</th></tr><tr><td>Certification as a Building Official (ICC CBO designation or equal)</td><td>.60 points</td></tr><tr><td>Professional License as an Engineer or Architect</td><td>.60 points</td></tr><tr><td>Highest Level of Academic Degree Held</td><td>1.0 point</td></tr><tr><td>Years of Construction Related Experience</td><td>.60 points</td></tr><tr><td>Years of Code Enforcement Experience</td><td>.60 points</td></tr><tr><td>Years of Experience as a Building Official</td><td>.60 points</td></tr><tr><td>Total Maximum Points</td><td>4.00 points</td></tr></table> |                                                                               |                                                                            |                                                                               | Maximum Cumulative Points                                                  |                                                                                       |        | Certification as a Building Official (ICC CBO designation or equal) | .60 points | Professional License as an Engineer or Architect | .60 points | Highest Level of Academic Degree Held | 1.0 point | Years of Construction Related Experience | .60 points | Years of Code Enforcement Experience | .60 points | Years of Experience as a Building Official | .60 points | Total Maximum Points | 4.00 points |
| Maximum Cumulative Points                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Certification as a Building Official (ICC CBO designation or equal)           | .60 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Professional License as an Engineer or Architect                              | .60 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Highest Level of Academic Degree Held                                         | 1.0 point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Years of Construction Related Experience                                      | .60 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Years of Code Enforcement Experience                                          | .60 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Years of Experience as a Building Official                                    | .60 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Total Maximum Points                                                          | 4.00 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Section 130 - Selection Procedures for the Building Official                  | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL     |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | 0.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.00                                                                          | 0.00                                                                       | 0.00                                                                          | 0.00                                                                       | 0.00                                                                                  | 0.00   |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Credit in this section is earned based on the particular process and criteria employed by the jurisdiction in the selection of the building official. Points are earned when the selection process mandates either certain prerequisite examination or review by a peer group.                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                                            |                                                                               |                                                                            |  |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
| Section 135(a) - Design Professionals - Supervision of Plans Examiners        | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL     |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.00                                                                          | 1.00                                                                       | 0.00                                                                          | 0.00                                                                       | ↑ 1.00                                                                                | ↑ 1.00 |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |
|                                                                               | Maximum credit in this section is calculated based on the percentage of hours worked by all employees that are graduate or registered design professionals, in the supervision of plans examiners. To earn the maximum credit, all employees that supervise plans examiners must be graduate or registered design professionals. Maximum credit in this section would indicate that 100 percent of yearly hours worked in the supervision of plans examiners is done so by graduate or registered design professionals. This section is fully proratable and partial credit can be earned.                                                  |                                                                               |                                                                            |                                                                               |                                                                            |  |        |                                                                     |            |                                                  |            |                                       |           |                                          |            |                                      |            |                                            |            |                      |             |



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| Section 135(b) - Design Professionals as Plans Examiners                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.5                                    | 0.23                                                                          | 0.23                                                                       | 0.00                                                                          | 0.00                                                                       | ↑ 0.23                  | ↑ 0.23                                                                                |
| Maximum credit in this section is calculated based on the percentage of hours worked by all employees that are graduate or registered design professionals as plans examiners. To earn the maximum credit, all employees that conduct plan examination must be graduate or registered design professionals. Maximum credit in this section would indicate that 100 percent of yearly hours worked in plans examination is done so by graduate or registered design professionals. This section is fully proratable and partial credit can be earned.                                     |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 135(c) - Design Professionals - Supervision of Field Inspectors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.5                                    | 0.50                                                                          | 0.50                                                                       | 0.00                                                                          | 0.00                                                                       | ↑ 0.50                  | ↑ 0.50                                                                                |
| Maximum credit in this section is calculated based on the percentage of hours worked by all employees that are graduate or registered design professionals in the supervision of field inspectors. To earn the maximum credit, all employees that supervise field inspectors must be graduate or registered design professionals. Maximum credit in this section would indicate that 100 percent of yearly hours worked in supervision of field inspection is done so by graduate or registered design professionals. This section is fully proratable and partial credit can be earned. |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 140 - Zoning Provisions - Natural Hazard Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1                                      | 0.00                                                                          | 0.00                                                                       | 0.00                                                                          | 0.00                                                                       | 0.00                    | 0.00                                                                                  |
| Credit in this section is earned when the jurisdiction has implemented special zoning or land-use regulations that address natural hazard mitigation measures applicable to the construction of buildings. Floodplain management regulations are not included for credit in this section.                                                                                                                                                                                                                                                                                                |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |
| Section 145 - Contractor / Builder Licensing & Bonding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1                                      | 0.33                                                                          | 0.33                                                                       | 0.33                                                                          | 0.33                                                                       | 0.00                    | 0.00                                                                                  |
| Maximum credit is earned in this section when the jurisdiction mandates all contractors, builders and trades people to be licensed in all applicable areas of work and when that licensing program requires examination and experience prior to licensure. In addition, the jurisdiction shall require all contractors, builders and trades people to submit performance and surety bonds for the completion of all work under permit. This section is fully proratable and partial credit can be earned.                                                                                |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |

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|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |         |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|
| Section 155(a) - Expenditures for Public Awareness Programs    | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                | 1.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.08                                                                          | 1.08                                                                       | 0.46                                                                          | 0.46                                                                       | ↑ 0.62                                                                                | ↑ 0.62  |
|                                                                | Maximum credit is earned in this section when a jurisdiction has a program for public awareness and the expenditures for such programs are equal to a minimum of .5% of operating expenditures. This section is fully proratable and partial credit can be earned.                                                                                                                                                                                                                        |                                                                               |                                                                            |                                                                               |                                                                            |    |         |
| Section 155(b) - Staff Effort Toward Public Awareness Programs | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                | 1.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.04                                                                          | 1.04                                                                       | 1.25                                                                          | 1.25                                                                       | ↓ -0.21                                                                               | ↓ -0.21 |
|                                                                | Maximum credit is earned in this section when a jurisdiction has a program for public awareness and the work hours devoted to the administration and conduct of such program equal a minimum of 3 hours per employee. The total required hours are calculated based on the total number of code enforcement personnel in the department, but efforts toward public awareness need not be undertaken by every employee. This section is fully proratable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |    |         |
| Section 160 - Participation in Code Development Activities     | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                | 0.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.50                                                                          | 0.50                                                                       | 0.50                                                                          | 0.50                                                                       | 0.00                                                                                  | 0.00    |
|                                                                | Maximum credit is earned in this section when a jurisdiction participates at a local, state or national level in the code development process.                                                                                                                                                                                                                                                                                                                                            |                                                                               |                                                                            |                                                                               |                                                                            |  |         |
| Section 165(a) - Formal Appeals Process                        | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                | 0.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.30                                                                          | 0.30                                                                       | 0.30                                                                          | 0.30                                                                       | 0.00                                                                                  | 0.00    |
|                                                                | Maximum credit in this section is earned when the jurisdiction has an established and functional appeals process consisting of at least 5 appointed members. This section is fully proratable and partial credit can be earned.                                                                                                                                                                                                                                                           |                                                                               |                                                                            |                                                                               |                                                                            |  |         |



## August 23, 2024 Survey of Elgin, TX

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                               |                                                                            |                                                                               |                                                                            |                         |                                                                                       |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
| Section 165(b) - Administrative Policies and Procedures | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                         | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                     | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                         | 0.1                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.10                                                                          | 0.10                                                                       | 0.10                                                                          | 0.10                                                                       | 0.00                    | 0.00                                                                                  |
|                                                         | Credit in this section is earned when the jurisdiction has in place an administrative policies and procedures guide applicable to all employees.                                                                                                                                                                                                                                                                                                           |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 165(c) - Technical Policies and Procedures      | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                         | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                     | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                         | 0.1                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.10                                                                          | 0.10                                                                       | 0.10                                                                          | 0.10                                                                       | 0.00                    | 0.00                                                                                  |
|                                                         | Credit in this section is earned when the jurisdiction has in place policies and procedures guides covering technical code requirements, approval steps, departmental procedures and technical submittal requirements and makes those guides available to the public.                                                                                                                                                                                      |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 2: Plan Review                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                               |                                                                            |                                                                               |                                                                            |                         |                                                                                       |
| Section 205 - Plan Review Staffing                      | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                         | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                     | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                         | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 8.77                                                                          | 9.00                                                                       | 3.88                                                                          | 4.50                                                                       | ↑ 4.89                  | ↑ 4.50                                                                                |
|                                                         | Credit in this section is earned when staffing levels are sufficient to assure a comprehensive review of all construction documents for compliance with the adopted building codes. The maximum allowable credit in this section is determined by the points earned in Section 215(a - e). The degree of detail in the plan examination program impacts the credit earned for staffing. This section is fully proratable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |
| Section 210 - Experience of Plans Examination Personnel | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                         | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                                                                                                                     | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                         | 1.5                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.50                                                                          | 1.50                                                                       | 1.50                                                                          | 1.50                                                                       | 0.00                    | 0.00                                                                                  |
|                                                         | Maximum credit in this section is earned when every plans examiner employed in the jurisdiction has a minimum of 5 years of experience in conducting plans examinations. This section is fully proratable and partial credit can be earned.                                                                                                                                                                                                                |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |

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|                                                                       |                                                                                                                                                                                                                                                                                              |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |      |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------|
| Section 215(a) - Detail of Plan Examinations - Comprehensive Review   | BCEGS Schedule                                                                                                                                                                                                                                                                               | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                       |                                                                                                                                                                                                                                                                                              | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                       | Maximum Points Possible in the Section                                                                                                                                                                                                                                                       | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                       | 3.25                                                                                                                                                                                                                                                                                         | 3.25                                                                          | 3.25                                                                       | 3.25                                                                          | 3.25                                                                       | 0.00                                                                                  | 0.00 |
|                                                                       | Credit in this section is earned when the jurisdiction performs a comprehensive plans examination on all applicable projects, even when the construction documents are prepared by a registered design professional.                                                                         |                                                                               |                                                                            |                                                                               |                                                                            |    |      |
| Section 215(b) - Detail of Plan Examination- Review of Design Factors | BCEGS Schedule                                                                                                                                                                                                                                                                               | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                       |                                                                                                                                                                                                                                                                                              | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                       | Maximum Points Possible in the Section                                                                                                                                                                                                                                                       | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                       | 3.25                                                                                                                                                                                                                                                                                         | 3.25                                                                          | 3.25                                                                       | 3.25                                                                          | 3.25                                                                       | 0.00                                                                                  | 0.00 |
|                                                                       | Credit in this section is earned when the jurisdiction performs a comprehensive plans examination on all applicable projects, which include a review of structural design criteria.                                                                                                          |                                                                               |                                                                            |                                                                               |                                                                            |    |      |
| Section 215(c) - Detail of Plan Examination- Product Evaluation       | BCEGS Schedule                                                                                                                                                                                                                                                                               | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                       |                                                                                                                                                                                                                                                                                              | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                       | Maximum Points Possible in the Section                                                                                                                                                                                                                                                       | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                       | 2                                                                                                                                                                                                                                                                                            | 2.00                                                                          | 2.00                                                                       | 2.00                                                                          | 2.00                                                                       | 0.00                                                                                  | 0.00 |
|                                                                       | Credit in this section is earned when the jurisdiction has in place a means to evaluate or reference evaluation service reports for substitute products and/or materials for conformance with the intent of the structural design portions of the adopted building code.                     |                                                                               |                                                                            |                                                                               |                                                                            |  |      |
| Section 215(d) - Detail of Plan Examination- Checklists               | BCEGS Schedule                                                                                                                                                                                                                                                                               | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                       |                                                                                                                                                                                                                                                                                              | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                       | Maximum Points Possible in the Section                                                                                                                                                                                                                                                       | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                       | 2                                                                                                                                                                                                                                                                                            | 2.00                                                                          | 2.00                                                                       | 2.00                                                                          | 2.00                                                                       | 0.00                                                                                  | 0.00 |
|                                                                       | When a detailed building code plan examination checklist is utilized, credit is earned in this section based on the detail of the checklist. Checklists shall be maintained in the permanent records of the jurisdiction. This section is fully proratable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |  |      |



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| Section 215(e) - Detail of Plan Examination- Record Keeping                                                                                                                                                                                                                                                                                           | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                       |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                       | 1                                      | 1.00                                                                          | 1.00                                                                       | 1.00                                                                          | 1.00                                                                       | 0.00                    | 0.00                                                                                  |
| Maximum credit in this section is earned when the jurisdiction's record keeping practices are sufficient to ensure an accurate accounting of the number of plans examined during the reporting period of this survey.                                                                                                                                 |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 220 - Performance Evaluation for Quality Assurance                                                                                                                                                                                                                                                                                            | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                       | 1                                      | 1.00                                                                          | 1.00                                                                       | 1.00                                                                          | 1.00                                                                       | 0.00                    | 0.00                                                                                  |
| Jurisdictional practices related to quality assurance are credited in this section. To earn credit in this section the jurisdiction would need to conduct employee performance evaluations on at least a yearly basis and conduct follow-up plan examination at least semi-annually. This section is fully prorable and partial credit can be earned. |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |    |
| Section 3: Field Inspection                                                                                                                                                                                                                                                                                                                           |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |                                                                                       |
| Section 305 - Inspection Staffing                                                                                                                                                                                                                                                                                                                     | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                       | 9                                      | 6.10                                                                          | 9.00                                                                       | 9.00                                                                          | 3.60                                                                       | ↓ -2.90                 | ↑ 5.40                                                                                |
| Credit in this section is earned when staffing levels are sufficient to assure a comprehensive review of all building construction for compliance with the adopted building codes. This section is fully prorable and partial credit can be earned.                                                                                                   |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |
| Section 310(a) - Experience of Inspection Personnel                                                                                                                                                                                                                                                                                                   | BCEGS Schedule                         | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       |                                        | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                         |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                       | Maximum Points Possible in the Section | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                      | CL                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                       | 1.5                                    | 1.50                                                                          | 1.50                                                                       | 1.50                                                                          | 1.50                                                                       | 0.00                    | 0.00                                                                                  |
| Maximum credit in this section is earned when every inspector employed in the jurisdiction has a minimum of 5 years of experience in conducting field inspections. This section is fully prorable and partial credit can be earned.                                                                                                                   |                                        |                                                                               |                                                                            |                                                                               |                                                                            |                         |  |

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|                                                                  |                                                                                                                                                                                                                                                                                                |                                                                               |                                                                            |                                                                               |                                                                            |                                                                                       |         |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|
| Section 310(b) - Construction Experience of Inspection Personnel | BCEGS Schedule                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                  |                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                  | Maximum Points Possible in the Section                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                  | 1.5                                                                                                                                                                                                                                                                                            | 0.30                                                                          | 0.30                                                                       | 1.50                                                                          | 1.50                                                                       | ↓ -1.20                                                                               | ↓ -1.20 |
|                                                                  | Maximum credit in this section is earned when every inspector employed in the jurisdiction has a minimum of 2 years of experience in construction or construction trades. This section is fully proratable and partial credit can be earned.                                                   |                                                                               |                                                                            |                                                                               |                                                                            |    |         |
| Section 315 - Managing Inspection and Re-inspection Activity     | BCEGS Schedule                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                  |                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                  | Maximum Points Possible in the Section                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                  | 1                                                                                                                                                                                                                                                                                              | 0.00                                                                          | 0.00                                                                       | 1.00                                                                          | 1.00                                                                       | ↓ -1.00                                                                               | ↓ -1.00 |
|                                                                  | Maximum credit in this section is earned when the jurisdiction's record keeping practices are sufficient to ensure an accurate accounting of the number of inspections conducted during the reporting period of this survey.                                                                   |                                                                               |                                                                            |                                                                               |                                                                            |   |         |
| Section 320 - Inspection Checklist                               | BCEGS Schedule                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                  |                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                  | Maximum Points Possible in the Section                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                  | 2                                                                                                                                                                                                                                                                                              | 0.00                                                                          | 0.00                                                                       | 0.00                                                                          | 0.00                                                                       | 0.00                                                                                  | 0.00    |
|                                                                  | When a detailed building code inspection checklist is utilized, credit is earned in this section based on the detail of the checklist. Checklists shall be maintained in the permanent records of the jurisdiction. This section is fully proratable and partial credit can be earned.         |                                                                               |                                                                            |                                                                               |                                                                            |  |         |
| Section 325 - Special Inspections                                | BCEGS Schedule                                                                                                                                                                                                                                                                                 | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |         |
|                                                                  |                                                                                                                                                                                                                                                                                                | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |         |
|                                                                  | Maximum Points Possible in the Section                                                                                                                                                                                                                                                         | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL      |
|                                                                  | 1                                                                                                                                                                                                                                                                                              | 1.00                                                                          | 1.00                                                                       | 1.00                                                                          | 1.00                                                                       | 0.00                                                                                  | 0.00    |
|                                                                  | To earn maximum credit in this section a jurisdiction will have a program for the inspection of specific structural elements conducted by professional inspectors, certified for such work, to assure structural integrity. This section is fully proratable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |  |         |



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|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------|
| Section 330 - Inspection for Elements Related to Natural Hazard Mitigation | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                           | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                          | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                            | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                   | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                            | 1.5                                                                                                                                                                                                                                                                                                                                                      | 1.50                                                                          | 1.50                                                                       | 1.50                                                                          | 1.50                                                                       | 0.00                                                                                  | 0.00 |
|                                                                            | To earn maximum credit in this section a jurisdiction will have inspection requirements specific to the natural hazards peculiar to the jurisdiction.                                                                                                                                                                                                    |                                                                               |                                                                            |                                                                               |                                                                            |    |      |
| Section 335 - Final Inspections                                            | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                           | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                          | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                            | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                   | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                            | 2.5                                                                                                                                                                                                                                                                                                                                                      | 2.50                                                                          | 2.50                                                                       | 2.50                                                                          | 2.50                                                                       | 0.00                                                                                  | 0.00 |
|                                                                            | To earn credit in this section a jurisdiction must perform final inspections on all buildings after construction is complete and before the building is occupied.                                                                                                                                                                                        |                                                                               |                                                                            |                                                                               |                                                                            |    |      |
| Section 340 - Certificate of Occupancy                                     | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                           | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                          | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                            | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                   | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                            | 2                                                                                                                                                                                                                                                                                                                                                        | 2.00                                                                          | 2.00                                                                       | 2.00                                                                          | 2.00                                                                       | 0.00                                                                                  | 0.00 |
|                                                                            | To earn credit in this section a jurisdiction must issue a Certificate of Occupancy after construction is complete and before the building is occupied.                                                                                                                                                                                                  |                                                                               |                                                                            |                                                                               |                                                                            |  |      |
| Section 345 - Performance Evaluation for Quality Assurance                 | BCEGS Schedule                                                                                                                                                                                                                                                                                                                                           | 2024                                                                          |                                                                            | 2018                                                                          |                                                                            | Cycle over Cycle Change                                                               |      |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                          | Current Survey Outcomes                                                       |                                                                            | Prior Survey Outcomes                                                         |                                                                            |                                                                                       |      |
|                                                                            | Maximum Points Possible in the Section                                                                                                                                                                                                                                                                                                                   | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | Personal Lines (PL) applicable to One and Two Family Residential Construction | Commercial Lines (CL) applicable to Commercial and Industrial Construction | PL                                                                                    | CL   |
|                                                                            | 1                                                                                                                                                                                                                                                                                                                                                        | 1.00                                                                          | 1.00                                                                       | 1.00                                                                          | 1.00                                                                       | 0.00                                                                                  | 0.00 |
|                                                                            | Jurisdictional practices related to quality assurance are credited in this section. To earn credit in this section the jurisdiction would need to conduct employee performance evaluations on at least a yearly basis and conduct follow-up field inspections at least semi-annually. This section is fully proratable and partial credit can be earned. |                                                                               |                                                                            |                                                                               |                                                                            |  |      |



## BCEGS SCORING

August 23, 2024 Survey of Elgin, TX

### SUMMARY

At-A-Glance Summary of Points Scored by Section of the BCEGS Schedule and Comparison with Prior Score

| Focus Area Based on<br>BCEGS Schedule<br>Organization                                                                                                              | BCEGS<br>Schedule                               | 2024                                                                                      |                                                                                        | 2018                                                                                      |                                                                                        | Current Survey<br>Outcomes |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------|---------|
|                                                                                                                                                                    |                                                 | Current Survey Outcomes                                                                   |                                                                                        | Prior Survey Outcomes                                                                     |                                                                                        |                            |         |
|                                                                                                                                                                    | Maximum<br>Points<br>Possible in<br>the Section | Personal Lines (PL)<br>applicable to One and<br>Two Family<br>Residential<br>Construction | Commercial Lines<br>(CL) applicable to<br>Commercial and<br>Industrial<br>Construction | Personal Lines (PL)<br>applicable to One and<br>Two Family<br>Residential<br>Construction | Commercial Lines<br>(CL) applicable to<br>Commercial and<br>Industrial<br>Construction | PL                         | CL      |
| Section I: Code<br>Administration                                                                                                                                  | 54                                              | 32.29                                                                                     | 32.89                                                                                  | 27.56                                                                                     | 28.07                                                                                  | ↑ 4.73                     | ↑ 4.82  |
| Section II: Plan Review                                                                                                                                            | 23                                              | 22.77                                                                                     | 23.00                                                                                  | 17.88                                                                                     | 18.50                                                                                  | ↑ 4.89                     | ↑ 4.50  |
| Section III: Field Inspection                                                                                                                                      | 23                                              | 15.90                                                                                     | 18.80                                                                                  | 21.00                                                                                     | 15.60                                                                                  | ↓ -5.10                    | ↑ 3.20  |
| Subtotal                                                                                                                                                           | 100                                             | 70.96                                                                                     | 74.69                                                                                  | 66.44                                                                                     | 62.17                                                                                  | ↑ 4.52                     | ↑ 12.52 |
| Proration Factor Applied:<br>Final score is determined by<br>the relationship of<br>performance in Section 105<br>(adopted codes) and the rest<br>of the schedule. |                                                 | 95.00%                                                                                    | 100.00%                                                                                | 81.75%                                                                                    | 86.00%                                                                                 | 13.25                      | 14      |
| Final Score:                                                                                                                                                       |                                                 | 67.79                                                                                     | 74.69                                                                                  | 55.51                                                                                     | 54.43                                                                                  | ↑ 12.28                    | 20.26   |
| Resulting BCEGS Classification:                                                                                                                                    |                                                 | 4                                                                                         | 4                                                                                      | 6                                                                                         | 6                                                                                      |                            |         |



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** City Council Regular Meeting Minutes - April 1, 2025

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the minutes

**BACKGROUND:**

A City Council meeting was held on April 1, 2025.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of minutes as they are presented

**ATTACHMENTS:**

1. City Council Regular Meeting Minutes - April 1, 2025

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

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

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

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



**ELGIN CITY CITY COUNCIL MINUTES**  
**April 1, 2025**  
**6:30 PM**

**CALL TO ORDER**

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

**ROLL CALL**

Mayor McShan called roll. Mayor Pro Tem Brashar and Council Member Dennis were absent. Council Member Love motioned to excuse Mayor Pro Tem Brashar and Council Member Dennis. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

**Present:**

Theresa Y. McShan, Mayor  
Arthur Gibson III, Council Member Ward 1  
Joy Casnovsky, Council Member Ward 1  
Chuck Swain, Council Member Ward 2  
YaLecia Love, Council Member Ward 2  
Al Rodriguez, Council Member Ward 3  
Matthew Callahan, Council Member Ward 3

**Absent:**

Forest Dennis, Council Member Ward 4  
Sue Brashar, Mayor Pro Tem, Ward 4

**Staff:**

Isaac Turner, Interim City Manager  
Peyton Standifer, City Secretary  
Michael Gonzalez, Public Works Director  
Chris Noble, Chief of Police  
Sonia Browder, Media Specialist  
Elizabeth Marzec, Recreation Program Manager  
Esmeralda Rangel, Assistant City Secretary  
Deborah Gibson, Grant Specialist  
Jon Paul Fritz, Police Officer

**INVOCATION**

Council Member Swain 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 and the Pledge of Allegiance to the Texas Flag.

## **PUBLIC HEARING**

- 1. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Mayor McShan read the caption of the Public Hearing. No one in attendance spoke during the Public Hearing.

## **PUBLIC COMMENT**

Tiffany St. Pierre, Golden Eagle Way, stated she had attended the Council's Strategic Planning Session as a member of the public, and voiced her opinions about the ideas and issues that Council discussed.

Stephanie Lippke, North Main Street, stated that the Council should order a forensic audit, and voiced her opinions on the use of funds. Ms. Lippke stated that the TIRZ Board needs to meet.

Keith Simpson, ESD 3 Commissioner, provided an update to Council on the discussions being had about an inter-local agreement. Mr. Simpson met with Chief Noble and the fire department chief.

## **ANNOUNCEMENTS**

Chief Chris Noble informed Council of the ribbon cutting in collaboration with the Elgin Chamber of Commerce for the new Elgin Police Station. Elizabeth Marzec, Recreation Program Manager, informed Council of the Elgin Music Festival, Music in the Park, various other events in at the Elgin Public Library and the Rec Center. The Elgin Parks and Recreation department is now hiring lifeguards.

- 1. Elgin Police Department Station Ribbon Cutting**
- 2. Music in the Park at Veterans Memorial Park**
- 3. Elgin Music Festival**
- 4. Elgin Parks and Recreation is Now Hiring Lifegaurds**
- 5. Events at Elgin Library and Parks & Rec**

## **PRESENTATION**

- 1. Presentation of the Annual Racial Profiling Report by Dr. Del Carmen**  
Mayor McShan referred Council and the Public to the video presentation created by Dr. Del Carmen available through the link on the City website Newsflash and the City Council Agenda Packet.



## **CITY MANAGERS REPORT**

Mr. Isaac Turner, Interim City Manager, thanked Council for their time on Saturday for the Strategic Planning Session, and assured them that the report would be sent to the City by the facilitator by the end of the week.

## **CONSENT AGENDA**

**1. City Council Regular Meeting Minutes - March 18, 2025**

This item was approved on the Consent Agenda.

**2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER No. 3 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**

This item was approved on the Consent Agenda.

**3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 14 FOR THE PISTOL HILL BOOSTER STATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

This item was approved on the Consent Agenda.

**4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 4 FOR THE ROY RIVERS UTILITY EXTENSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**

This item was approved on the Consent Agenda.

**5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES THAT INCLUDE CULTURAL RESOURCES DESKTOP REVIEW AND REPORT FOR THE KENNEDY STREET AND COUNTY LINE ROAD WIDENING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

This item was approved on the Consent Agenda.

**6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH STEPHANIE VICTORIA ROSS AND TROY PHILIP ROSS, OWNERS OF 402 TAYLOR ROAD AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

This item was approved on the Consent Agenda.

Council Member Love motioned to approve the consent agenda items as they were presented. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

## **NEW BUSINESS**

**1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT, FOR REPAIRS TO THE DECK AT 114 CENTRAL AVE, THE HISTORIC FREIGHT DEPOT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

Mayor McShan read the title of the item. Michael Gonzalez, Public Works Director, explained to Council that staff was able to identify an opportunity to use the savings from the Nosfinger House exterior renovations to fund the rebuild of the deck at the former

Chamber of Commerce location. Council did not have any questions. Council Member Casnovsky motioned to approve the resolution. Council Member Swain seconded the motion. All voted in favor. The motion carried.

Council Member Casnovsky questioned the intended purpose of the building after renovations are complete. Mr. Turner responded that a formal plan was not yet in place but the City is in need of a meeting space. Council Member Casnovsky requested a formal plan be presented to Council for the building.

2. **AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (Lipiec)**

Mayor McShan read the title of the item. Mr. Isaac Turner, Interim City Manager, directed Council to the map included in the agenda packet and explained that the property owners have requested the zoning change from industrial to commercial. They believe that it will allow the development of the land to occur easier. Council Member Casnovsky questioned whether it was the undeveloped land or it included the structures on the property, and why the need to change the zoning if businesses are operating as commercial. Mr. Turner answered that it was the entire property, including the structures, and the property owners may intend on developing the land as commercial. Council Member Love motioned to approve the ordinance as it was presented. Council Member Gibson seconded the motion. Council Members Callahan, Rodriguez, Mayor McShan, Gibson, Swain, and voted in the affirmative. Council Member Casnovsky voted no. The motion carried.

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN ENGINEERING SERVICES CONTRACT FOR THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) METHOD OF DISTRIBUTION (MOD), GENERAL LAND OFFICE GRANT 24-065-100-E832; AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)**

Mayor McShan read the title of the item. Michael Gonzalez, Public Works Director, explained that this amendment to TRC's contract is to allow the City to stay in compliance with the grant. Council Member Swain motioned to approve the resolution. Council Member Love seconded the motion. All voted yes. The motion carried. Mayor McShan invited Allison Land, Grantworks, to explain to the Council how the current Federal administration's funding cuts may affect this grant. Ms. Land explained that there is no way to predict the cuts, but the funding will be obligated as expediently as possible to move the projects forward.

## **EXECUTIVE SESSION**

Mayor McShan read the item title for the Executive Session. The City Council adjourned into Executive Session at 6:57 PM.

1. **Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**

**RECONVENE**

Mayor McShan reconvened the meeting into open session at 7:31 PM. No action was taken.

**ADJOURNMENT**

Council Member Love informed Council she would be reaching out for volunteers for the Relay for Life and Fun Run on April 26th. Mayor McShan adjourned the meeting at 7:32 PM.

**ATTEST:**

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**Theresa Y. McShan, Mayor**

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**Peyton Standifer, City Secretary**



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 13 AND No. 14 FOR THE VETERANS PARK EXPANSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and Approve

**BACKGROUND:**

Some time ago, the reservoir came loose from the supply. The water feature hasn't been working properly. The work started on the 24th and was completed in a week. Staff worked to coordinate this work with the Parks Department as it would interrupt some activity during music in the park.

The water feature is now in operation and park visitors have been using the water feature.

This action item now is to close out payment for that part of the construction project, and this includes final payments and retainage.

**BUDGET/FINANCIAL IMPACT:**

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

| ORIGINAL<br>CONTRACT SUM | NET CHANGES BY<br>CHANGE ORDERS | TOTAL<br>COMPLETED AND<br>STORED TO DATE | AMOUNT DUE THIS<br>APPLICATION |
|--------------------------|---------------------------------|------------------------------------------|--------------------------------|
| \$967,266.18             | \$119,831.56                    | \$1,032,742.85                           | \$54,354.89                    |

**RECOMMENDATION:**

Review and approve.

**ATTACHMENTS:**

1. RESRPARKpay13and14
2. Elgin Pay application #14 April 2025
3. img20250328\_10581625 (1)

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

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

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



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

**RESOLUTION NO. 2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN,  
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE PAY REQUESTS No. 13 AND No. 14 FOR  
THE VETERANS PARK EXPANSION PROJECT AND  
MAKING CERTAIN FINDINGS RELATED THERTO.**

**WHEREAS**, the City of Elgin has made final improvements to the park project “Veterans Park Expansion” and;

**WHEREAS**, staff has worked with the contractor and City Engineer to make final changes to the water feature located in the playground area and;

**WHEREAS**, staff now recommend approval of these changes listed in the agreement for more efficient operations,

**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 Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2025

ATTEST:

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

PEYTON STANDIFER, City Secretary

**CONTRACTOR'S APPLICATION  
AND CERTIFICATE FOR PAYMENT**

Page 1 of 4 Pages

APPLICATION NO 14

**TO OWNER**  
City of Elgin  
PO Box 591  
Elgin, TX 78621

**FROM CONTRACTOR**  
G Hyatt Construction  
2006 Bagdad Road, Suite # 170  
Leander, TX 78641

**/IA ENGINEER/ARCHITECT**  
Studio 16:19  
305 W Liberty Avenue, Suite 100  
Round Rock, TX 78664

**PERIOD FROM:** 4/1/2025  
**PERIOD TO:** 4/30/2025

| Project Name:               |           | Elgin Veterans Memorial Park |            |            |
|-----------------------------|-----------|------------------------------|------------|------------|
| Change Order Summary        |           |                              |            |            |
| Change Orders               |           |                              |            |            |
| Running CO Total            |           | Additions                    | Deductions | Added Days |
| 1                           | 1/31/2024 | \$ 10,534.00                 | \$ -       | 40         |
| 2                           | 2/21/2024 | \$ 33,477.24                 | \$ -       |            |
| 3                           | 2/23/2024 | \$ 18,055.00                 | \$ -       |            |
| 4                           | 5/7/2024  | \$ 16,978.60                 | \$ -       |            |
| 5                           | 6/19/2024 | \$ 9,590.27                  | \$ -       |            |
| 6                           | 7/29/2024 | \$ 14,429.82                 | \$ -       | 33         |
| 7                           | 8/1/2024  | \$ 769.55                    | \$ -       | 0          |
| 8                           | 9/23/2024 | \$ 15,997.08                 | \$ -       |            |
| CP26                        | 2/19/2025 | \$ 28,913.78                 |            |            |
| TOTALS                      |           | \$ 148,745.34                | \$ -       |            |
|                             |           |                              |            |            |
| NET CHANGE BY CHANGE ORDERS |           | \$ 148,745.34                |            |            |

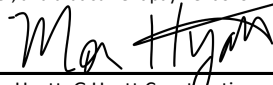
1. ORIGINAL CONTRACT SUM \$ 967,266.18
2. NET CHANGE BY CHANGE ORDERS \$ 148,745.34
3. CONTRACT SUM TO DATE (Line 1± 2) \$ 1,116,011.52
4. TOTAL COMPLETED & STORED TO DATE  
(Column G from Progress Estimate) \$ 1,116,011.52
5. RETAINAGE:
  - a. 5% of Completed Work \$0.00
  - b. \_\_\_% of Stored Material  
(Column \_\_\_ of Progress Estimate)
- TOTAL RETAINAGE (Line 5a + 5b) \$ -
6. TOTAL EARNED LESS RETAINAGE \$ 1,116,011.52  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS PAYMENTS \$ 1,087,097.74
8. AMOUNT DUE THIS APPLICATION \$ 28,913.78
9. BALANCE TO FINISH, INCLUDING RETAIN \$ -  
(Line 3 less Line 6)

Payment of \$ 28,913.78 is recommended.

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**Contractor's Certification**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By:   
Justin Hyatt, G Hyatt Construction

Date: 4/4/25

By: \_\_\_\_\_ Date: \_\_\_\_\_

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12

APPLICATION DATE: 9/1/24

PERIOD TO: 9/30/24

CONTRACTOR'S PROJECT NO: 031481-27

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                 | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                          |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 1.01             | Mobilization/General Conditions          | \$ 132,769.60           | \$ 132,769.60                           | \$ -        | \$ -                                                        | \$ 132,769.60                                          | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.03             | Demolition & Grading                     | \$ 92,886.00            | \$ 92,886.00                            | \$ -        | \$ -                                                        | \$ 92,886.00                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.04             | 590 SY - 4" Sidewalk                     | \$ 51,005.50            | \$ 51,005.50                            | \$ -        | \$ -                                                        | \$ 51,005.50                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.05             | Concrete stage foundation                | \$ 30,623.00            | \$ 30,623.00                            | \$ -        | \$ -                                                        | \$ 30,623.00                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.06             | 8" ribbon curb - block a - 430 LF        | \$ 9,963.10             | \$ 9,963.10                             | \$ -        | \$ -                                                        | \$ 9,963.10                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.07             | 6" concrete curb and gutter              | \$ 9,627.60             | \$ 9,627.60                             | \$ -        | \$ -                                                        | \$ 9,627.60                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.08             | Concrete steps w/ handrails              | \$ 5,085.00             | \$ 5,085.00                             | \$ -        | \$ -                                                        | \$ 5,085.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.09             | Concrete flume - 140 SF                  | \$ 3,977.40             | \$ 3,977.40                             | \$ -        | \$ -                                                        | \$ 3,977.40                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.12             | Seat wall - 18" no brick veneer - 107 LF | \$ 9,630.00             | \$ 9,630.00                             | \$ -        | \$ -                                                        | \$ 9,630.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.37             | Detectable warning                       | \$ 2,000.00             | \$ 2,000.00                             | \$ -        | \$ -                                                        | \$ 2,000.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.39             | Light fixtures                           | \$ 85,675.00            | \$ 85,675.00                            | \$ -        | \$ -                                                        | \$ 85,675.00                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.40             | Light pole bases - 14 EA                 | \$ 23,730.00            | \$ 23,730.00                            | \$ -        | \$ -                                                        | \$ 23,730.00                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.41             | MEP - Wire, cable, raceway, etc          | \$ 214,532.50           | \$ 214,532.50                           | \$ -        | \$ -                                                        | \$ 214,532.50                                          | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.42             | Electrical equipment                     | \$ 38,250.50            | \$ 38,250.50                            | \$ -        | \$ -                                                        | \$ 38,250.50                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.43             | Lighting controls                        | \$ 3,277.00             | \$ 3,277.00                             | \$ -        | \$ -                                                        | \$ 3,277.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.44             | Grounding                                | \$ 678.00               | \$ 678.00                               | \$ -        | \$ -                                                        | \$ 678.00                                              | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.46             | Dry Creek Bed                            | \$ 16,464.10            | \$ 16,464.10                            | \$ -        | \$ -                                                        | \$ 16,464.10                                           | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.47             | Hand Pump water feature                  | \$ 8,500.00             | \$ 8,500.00                             | \$ -        | \$ -                                                        | \$ 8,500.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.48             | Masonry platform for hand pump           | \$ 1,000.00             | \$ 1,000.00                             | \$ -        | \$ -                                                        | \$ 1,000.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.49             | 3" Caliper, Container grown tree - 4 EA  | \$ 3,390.00             | \$ 3,390.00                             | \$ -        | \$ -                                                        | \$ 3,390.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.50             | 3" Caliper, Container grown tree - 10 EA | \$ 8,475.00             | \$ 8,475.00                             | \$ -        | \$ -                                                        | \$ 8,475.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.51             | 200 Ga. 8" caliper tree, 1 EA            | \$ 5,650.00             | \$ 5,650.00                             | \$ -        | \$ -                                                        | \$ 5,650.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
| 1.52             | 65 Gallon tree, container grown - 6 EA   | \$ 5,085.00             | \$ 5,085.00                             | \$ -        | \$ -                                                        | \$ 5,085.00                                            | 100.00%      | \$ -                                 | \$0.00                                  |
|                  |                                          |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12  
APPLICATION DATE: 9/1/24  
PERIOD TO: 9/30/24  
CONTRACTOR'S PROJECT NO: 031481-27

| A        | B                                              | C               | D                                 | E           | F                                          | G                                          |          | H                         | I                            |
|----------|------------------------------------------------|-----------------|-----------------------------------|-------------|--------------------------------------------|--------------------------------------------|----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK                            | SCHEDULED VALUE | WORK COMPLETED                    |             | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | %(G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                                                |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |                                            |                                            |          |                           |                              |
| 1.56     | 8" bed prep, 5" soil, 3" mulch - 75 CY         | \$ 5,085.00     | \$ 5,085.00                       | \$ -        | \$ -                                       | \$ 5,085.00                                | 100.00%  | \$ -                      | \$ -                         |
| 1.57     | Bermuda sod - 7363 SF                          | \$ 4,933.21     | \$ 4,933.21                       | \$ -        | \$ -                                       | \$ 4,933.21                                | 100.00%  | \$ -                      | \$ -                         |
| 1.58     | 4" topsoil for turf areas - 91 CY              | \$ 4,113.20     | \$ 4,113.20                       | \$ -        | \$ -                                       | \$ 4,113.20                                | 100.00%  | \$ -                      | \$ -                         |
| 1.59     | 1-1/2" washed gravel - 242 SF                  | \$ 1,093.84     | \$ 1,093.84                       | \$ -        | \$ -                                       | \$ 1,093.84                                | 100.00%  | \$ -                      | \$ -                         |
| 1.60     | Steel edging - 211 LF                          | \$ 2,384.30     | \$ 2,384.30                       | \$ -        | \$ -                                       | \$ 2,384.30                                | 100.00%  | \$ -                      | \$ -                         |
| 1.61     | Most Dependable 440 SM                         | \$ 3,500.00     | \$ 3,500.00                       | \$ -        | \$ -                                       | \$ 3,500.00                                | 100.00%  | \$ -                      | \$ -                         |
| 1.62     | Site irrigation - block A                      | \$ 33,900.00    | \$ 33,900.00                      | \$ -        | \$ -                                       | \$ 33,900.00                               | 100.00%  | \$ -                      | \$ -                         |
| 1.64     | Coordination/Installation/OFCI items           | \$ 13,070.00    | \$ 13,070.00                      | \$ -        | \$ -                                       | \$ 13,070.00                               | 100.00%  | \$ -                      | \$ -                         |
| 2.01     | Heavy salt finish concrete - block a - 1775 SF | \$ 17,341.75    | \$ 17,341.75                      | \$ -        | \$ -                                       | \$ 17,341.75                               | 100.00%  | \$ -                      | \$ -                         |
| 2.02     | 8" ribbon curb (at playground) - 137 LF        | \$ 3,175.66     | \$ 3,175.66                       | \$ -        | \$ -                                       | \$ 3,175.66                                | 100.00%  | \$ -                      | \$ -                         |
| 2.04     | USA Shade coordination                         | \$ 500.00       | \$ 500.00                         | \$ -        | \$ -                                       | \$ 500.00                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.04     | 4" thick sidewalk - 210 SY                     | \$ 18,154.50    | \$ 18,154.50                      | \$ -        | \$ -                                       | \$ 18,154.50                               | 100.00%  | \$ -                      | \$ -                         |
| 3.05     | 8" ribbon curb - 326 LF                        | \$ 7,556.68     | \$ 7,556.68                       | \$ -        | \$ -                                       | \$ 7,556.68                                | 100.00%  | \$ -                      | \$ -                         |
| 3.06     | Connection to proposed water feature           | \$ 1,500.00     | \$ 1,500.00                       | \$ -        | \$ -                                       | \$ 1,500.00                                | 100.00%  | \$ -                      | \$ -                         |
| 3.07     | Limestone block tree wells - 110 LF            | \$ 9,944.00     | \$ 9,944.00                       | \$ -        | \$ -                                       | \$ 9,944.00                                | 100.00%  | \$ -                      | \$ -                         |
| 3.07     | Soil amendment - 170 SY                        | \$ 576.30       | \$ 576.30                         | \$ -        | \$ -                                       | \$ 576.30                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.08     | 100 Gallon, 4" tree - 5 EA                     | \$ 7,345.00     | \$ 7,345.00                       | \$ -        | \$ -                                       | \$ 7,345.00                                | 100.00%  | \$ -                      | \$ -                         |
| 3.09     | 65 Gallon tree - 1 EA                          | \$ 847.50       | \$ 847.50                         | \$ -        | \$ -                                       | \$ 847.50                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.10     | 5 Gallon Shrub - 21 EA                         | \$ 711.90       | \$ 711.90                         | \$ -        | \$ -                                       | \$ 711.90                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.11     | 3 Gallon Shrub - 50 EA                         | \$ 1,582.00     | \$ 1,582.00                       | \$ -        | \$ -                                       | \$ 1,582.00                                | 100.00%  | \$ -                      | \$ -                         |
|          |                                                |                 |                                   |             |                                            |                                            |          |                           |                              |

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractor's signed certification is attached.

APPLICATION NO: 12  
APPLICATION DATE: 9/1/2024



In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 9/30/2024

CONTRACTOR'S PROJECT NO: 031481-27

| A        | B                                           | C               | D                                 | E            | F                                          | G                                          |          | H                         | I                            |
|----------|---------------------------------------------|-----------------|-----------------------------------|--------------|--------------------------------------------|--------------------------------------------|----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK                         | SCHEDULED VALUE | WORK COMPLETED                    |              | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | %(G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                                             |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD  |                                            |                                            |          |                           |                              |
| 3.12     | Landscape shrub 1 gal - 12 EA               | \$ 149.16       | \$ 149.16                         | \$ -         | \$ -                                       | \$ 149.16                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.13     | 8" bed, 5" soil, 3" mulch - 6 Cy            | \$ 678.00       | \$ 678.00                         | \$ -         | \$ -                                       | \$ 678.00                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.14     | 3" depth mulch at tree wall - 11 CY         | \$ 435.05       | \$ 435.05                         | \$ -         | \$ -                                       | \$ 435.05                                  | 100.00%  | \$ -                      | \$ -                         |
| 3.15     | Bermuda sod - 9522 SF                       | \$ 9,869.10     | \$ 9,869.10                       | \$ -         | \$ -                                       | \$ 9,869.10                                | 100.00%  | \$ -                      | \$ -                         |
| 3.16     | 4" topsoil to turf areas - 182 CY           | \$ 8,226.40     | \$ 8,226.40                       | \$ -         | \$ -                                       | \$ 8,226.40                                | 100.00%  | \$ -                      | \$ -                         |
| 3.17     | Steel edging 138 LF                         | \$ 1,559.40     | \$ 1,559.40                       | \$ -         | \$ -                                       | \$ 1,559.40                                | 100.00%  | \$ -                      | \$ -                         |
| 3.18     | Site irrigation - block D                   | \$ 33,900.00    | \$ 33,900.00                      | \$ -         | \$ -                                       | \$ 33,900.00                               | 100.00%  | \$ -                      | \$ -                         |
| 4.02     | 8" ribbon curb - 235 LF                     | \$ 5,444.95     | \$ 5,444.95                       | \$ -         | \$ -                                       | \$ 5,444.95                                | 100.00%  | \$ -                      | \$ -                         |
| 4.04     | 8" ribbon curb - block C - 320 LF           | \$ 7,414.98     | \$ 7,414.98                       | \$ -         | \$ -                                       | \$ 7,414.98                                | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #1                             | \$ 10,534.00    | \$ 10,534.00                      | \$ -         | \$ -                                       | \$ 10,534.00                               | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #2                             | \$ 33,477.24    | \$ 33,477.24                      | \$ -         | \$ -                                       | \$ 33,477.24                               | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #3                             | \$ 18,055.00    | \$ 18,055.00                      | \$ -         | \$ -                                       | \$ 18,055.00                               | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #4                             | \$ 16,978.60    | \$ 16,978.60                      | \$ -         | \$ -                                       | \$ 16,978.60                               | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #5                             | \$ 9,590.27     | \$ 9,590.27                       | \$ -         | \$ -                                       | \$ 9,590.27                                | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #6                             | \$ 14,429.82    | \$ 14,429.82                      | \$ -         | \$ -                                       | \$ 14,429.82                               | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #7                             | \$ 769.55       | \$ 769.55                         | \$ -         | \$ -                                       | \$ 769.55                                  | 100.00%  | \$ -                      | \$ -                         |
|          | Change Order #8                             | \$ 15,997.08    | \$ 15,997.08                      | \$ -         | \$ -                                       | \$ 15,997.08                               | 100.00%  | \$ -                      | \$ -                         |
|          | CP 26 - water feature changes -city council | \$ 28,913.78    | \$ -                              | \$ 28,913.78 | \$ -                                       | \$ 28,913.78                               | 100.00%  | \$ -                      | \$ -                         |
|          |                                             | \$ 1,116,011.52 | \$ 1,087,097.74                   | \$ 28,913.78 | \$ -                                       | \$ 1,116,011.52                            | 100.00%  | \$ -                      | \$ -                         |

\$ -

*Elgin*  
**TEXAS**  
*perfectly situated...*

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# CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 4 Pages

APPLICATION NO. 13

PERIOD FROM: 9/1/2024

PERIOD TO: 9/30/2024

## FROM CONTRACTOR

G Hyatt Construction  
2006 Bagdad Road, Suite # 170  
Leander, TX 78641

## TO OWNER

City of Elgin  
PO Box 591  
Elgin, TX 78621

## VIA ENGINEER/ARCHITECT

Studio 16:19  
305 W Liberty Avenue, Suite 100  
Round Rock, TX 78664

| Project Name:               |           | Elgin Veterans Memorial Park |            |            |            |            |
|-----------------------------|-----------|------------------------------|------------|------------|------------|------------|
| Change Order Summary        |           |                              |            |            |            |            |
| Change Orders               |           | Additions                    |            | Deductions |            | Added Days |
| Running CO Total            |           |                              |            |            |            |            |
| 1                           | 1/31/2024 | \$                           | 10,534.00  | \$         | -          | 40         |
| 2                           | 2/21/2024 | \$                           | 33,477.24  | \$         | -          |            |
| 3                           | 2/23/2024 | \$                           | 18,055.00  | \$         | -          |            |
| 4                           | 5/7/2024  | \$                           | 16,978.60  | \$         | -          |            |
| 5                           | 6/19/2024 | \$                           | 9,590.27   | \$         | -          |            |
| 6                           | 7/29/2024 | \$                           | 14,429.82  | \$         | -          | 33         |
| 7                           | 8/1/2024  | \$                           | 769.55     | \$         | -          | 0          |
| 8                           | 9/23/2024 | \$                           | 15,997.08  | \$         | -          |            |
| TOTALS                      |           | \$                           | 119,831.56 | \$         | -          |            |
| NET CHANGE BY CHANGE ORDERS |           | \$                           |            |            | 119,831.56 |            |

1. ORIGINAL CONTRACT SUM \$ 967,266.18
2. NET CHANGE BY CHANGE ORDERS \$ 119,831.56
3. CONTRACT SUM TO DATE (Line 1± 2) \$ 1,087,097.74
4. TOTAL COMPLETED & STORED TO DATE (Column G from Progress Estimate) \$ 1,087,097.74
5. RETAINAGE:
  - a. 5% of Completed Work \$0.00
  - b. \_\_\_ % of Stored Material (Column \_\_\_ of Progress Estimate)
6. TOTAL EARNED LESS RETAINAGE (Line 5a + 5b) \$ 1,087,097.74
7. LESS PREVIOUS PAYMENTS \$ 1,032,742.85
8. AMOUNT DUE THIS APPLICATION \$ 54,354.89
9. BALANCE TO FINISH, INCLUDING RETAINA (Line 3 less Line 6) \$ 54,354.89 is recommended.

## Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: Monica Hyatt  
Justin Hyatt, G Hyatt Construction

Date: 9/23/24

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Digitally signed by Jonathan Wagner  
DN: cn=Jonathan Wagner, o=G Hyatt Construction, ou=Elgin Veterans Memorial Park, email=j.wagner@elgin-tx.com, c=US  
Date: 2025.02.28 11:47:11-0600

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12  
APPLICATION DATE: 9/1/24  
PERIOD TO: 9/30/24  
CONTRACTOR'S PROJECT NO: 031481-27

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                 | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED<br>FROM PREVIOUS<br>APPLICATION<br>(D + E) | E           |   | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|------------------------------------------|-------------------------|----------------------------------------------------------------|-------------|---|-------------------------------------------------------------|-------------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                          |                         |                                                                | THIS PERIOD |   |                                                             |                                                             |              |                                      |                                         |
| 1.01             | Mobilization/General Conditions          | \$ 132,769.60           | \$ 132,769.60                                                  | \$          | - | \$ -                                                        | \$ 132,769.60                                               | 100.00%      | \$ -                                 | \$6,638.48                              |
| 1.03             | Demolition & Grading                     | \$ 92,886.00            | \$ 92,886.00                                                   | \$          | - | \$ -                                                        | \$ 92,886.00                                                | 100.00%      | \$ -                                 | \$4,644.30                              |
| 1.04             | 590 SY - 4" Sidewalk                     | \$ 51,005.50            | \$ 51,005.50                                                   | \$          | - | \$ -                                                        | \$ 51,005.50                                                | 100.00%      | \$ -                                 | \$2,550.28                              |
| 1.05             | Concrete stage foundation                | \$ 30,623.00            | \$ 30,623.00                                                   | \$          | - | \$ -                                                        | \$ 30,623.00                                                | 100.00%      | \$ -                                 | \$1,531.15                              |
| 1.06             | 8" ribbon curb - block a - 430 LF        | \$ 9,963.10             | \$ 9,963.10                                                    | \$          | - | \$ -                                                        | \$ 9,963.10                                                 | 100.00%      | \$ -                                 | \$498.16                                |
| 1.07             | 6" concrete curb and gutter              | \$ 9,627.60             | \$ 9,627.60                                                    | \$          | - | \$ -                                                        | \$ 9,627.60                                                 | 100.00%      | \$ -                                 | \$481.38                                |
| 1.08             | Concrete steps w/ handrails              | \$ 5,085.00             | \$ 5,085.00                                                    | \$          | - | \$ -                                                        | \$ 5,085.00                                                 | 100.00%      | \$ -                                 | \$254.25                                |
| 1.09             | Concrete flume - 140 SF                  | \$ 3,977.40             | \$ 3,977.40                                                    | \$          | - | \$ -                                                        | \$ 3,977.40                                                 | 100.00%      | \$ -                                 | \$198.87                                |
| 1.12             | Seat wall - 18" no brick veneer - 107 LF | \$ 9,630.00             | \$ 9,630.00                                                    | \$          | - | \$ -                                                        | \$ 9,630.00                                                 | 100.00%      | \$ -                                 | \$481.50                                |
| 1.37             | Detectable warning                       | \$ 2,000.00             | \$ 2,000.00                                                    | \$          | - | \$ -                                                        | \$ 2,000.00                                                 | 100.00%      | \$ -                                 | \$100.00                                |
| 1.39             | Light fixtures                           | \$ 85,675.00            | \$ 85,675.00                                                   | \$          | - | \$ -                                                        | \$ 85,675.00                                                | 100.00%      | \$ -                                 | \$4,283.75                              |
| 1.40             | Light pole bases - 14 EA                 | \$ 23,730.00            | \$ 23,730.00                                                   | \$          | - | \$ -                                                        | \$ 23,730.00                                                | 100.00%      | \$ -                                 | \$1,186.50                              |
| 1.41             | MEP - Wire, cable, raceway, etc          | \$ 214,532.50           | \$ 214,532.50                                                  | \$          | - | \$ -                                                        | \$ 214,532.50                                               | 100.00%      | \$ -                                 | \$10,726.63                             |
| 1.42             | Electrical equipment                     | \$ 38,250.50            | \$ 38,250.50                                                   | \$          | - | \$ -                                                        | \$ 38,250.50                                                | 100.00%      | \$ -                                 | \$1,912.53                              |
| 1.43             | Lighting controls                        | \$ 3,277.00             | \$ 3,277.00                                                    | \$          | - | \$ -                                                        | \$ 3,277.00                                                 | 100.00%      | \$ -                                 | \$163.85                                |
| 1.44             | Grounding                                | \$ 678.00               | \$ 678.00                                                      | \$          | - | \$ -                                                        | \$ 678.00                                                   | 100.00%      | \$ -                                 | \$33.90                                 |
| 1.46             | Dry Creek Bed                            | \$ 16,464.10            | \$ 16,464.10                                                   | \$          | - | \$ -                                                        | \$ 16,464.10                                                | 100.00%      | \$ -                                 | \$823.21                                |
| 1.47             | Hand Pump water feature                  | \$ 8,500.00             | \$ 8,500.00                                                    | \$          | - | \$ -                                                        | \$ 8,500.00                                                 | 100.00%      | \$ -                                 | \$425.00                                |
| 1.48             | Masonry platform for hand pump           | \$ 1,000.00             | \$ 1,000.00                                                    | \$          | - | \$ -                                                        | \$ 1,000.00                                                 | 100.00%      | \$ -                                 | \$50.00                                 |
| 1.49             | 3" Caliper, Container grown tree - 4 EA  | \$ 3,390.00             | \$ 3,390.00                                                    | \$          | - | \$ -                                                        | \$ 3,390.00                                                 | 100.00%      | \$ -                                 | \$169.50                                |
| 1.50             | 3" Caliper, Container grown tree - 10 EA | \$ 8,475.00             | \$ 8,475.00                                                    | \$          | - | \$ -                                                        | \$ 8,475.00                                                 | 100.00%      | \$ -                                 | \$423.75                                |
| 1.51             | 200 Ga. 8" caliper tree, 1 EA            | \$ 5,650.00             | \$ 5,650.00                                                    | \$          | - | \$ -                                                        | \$ 5,650.00                                                 | 100.00%      | \$ -                                 | \$282.50                                |
| 1.52             | 65 Gallon tree, container grown - 6 EA   | \$ 5,085.00             | \$ 5,085.00                                                    | \$          | - | \$ -                                                        | \$ 5,085.00                                                 | 100.00%      | \$ -                                 | \$254.25                                |
|                  |                                          |                         |                                                                |             |   |                                                             |                                                             |              |                                      |                                         |

**CONTINUATION SHEET**

AIA DOCUMENT G703

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APPLICATION NO: 12

APPLICATION DATE: 9/1/24

PERIOD TO: 9/30/24

CONTRACTOR'S PROJECT NO: 031481-27

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED<br>FROM PREVIOUS<br>APPLICATION<br>(D + E) | E<br>COMPLETED<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|------------------------------------------------|-------------------------|----------------------------------------------------------------|-------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------|-----------------------------------------|
|                  |                                                |                         |                                                                |                               |                                                             |                                                             |                                      |                                         |
| 1.56             | 8" bed prep, 5" soil, 3" mulch - 75 CY         | \$ 5,085.00             | \$ 5,085.00                                                    | \$ -                          | \$ -                                                        | \$ 5,085.00                                                 | \$ -                                 | \$ 254.25                               |
| 1.57             | Bermuda sod - 7363 SF                          | \$ 4,933.21             | \$ 4,933.21                                                    | \$ -                          | \$ -                                                        | \$ 4,933.21                                                 | \$ -                                 | \$ 246.66                               |
| 1.58             | 4" topsoil for turf areas - 91 CY              | \$ 4,113.20             | \$ 4,113.20                                                    | \$ -                          | \$ -                                                        | \$ 4,113.20                                                 | \$ -                                 | \$ 205.66                               |
| 1.59             | 1-1/2" washed gravel - 242 SF                  | \$ 1,093.84             | \$ 1,093.84                                                    | \$ -                          | \$ -                                                        | \$ 1,093.84                                                 | \$ -                                 | \$ 54.69                                |
| 1.60             | Steel edging - 211 LF                          | \$ 2,384.30             | \$ 2,384.30                                                    | \$ -                          | \$ -                                                        | \$ 2,384.30                                                 | \$ -                                 | \$ 119.22                               |
| 1.61             | Most Dependable 440 SM                         | \$ 3,500.00             | \$ 3,500.00                                                    | \$ -                          | \$ -                                                        | \$ 3,500.00                                                 | \$ -                                 | \$ 175.00                               |
| 1.62             | Site irrigation - block A                      | \$ 33,900.00            | \$ 33,900.00                                                   | \$ -                          | \$ -                                                        | \$ 33,900.00                                                | \$ -                                 | \$ 1,695.00                             |
| 1.64             | Coordination/Installation/OFCI items           | \$ 13,070.00            | \$ 13,070.00                                                   | \$ -                          | \$ -                                                        | \$ 13,070.00                                                | \$ -                                 | \$ 653.50                               |
| 2.01             | Heavy salt finish concrete - block a - 1775 SF | \$ 17,341.75            | \$ 17,341.75                                                   | \$ -                          | \$ -                                                        | \$ 17,341.75                                                | \$ -                                 | \$ 867.09                               |
| 2.02             | 8" ribbon curb (at playground) - 137 LF        | \$ 3,175.66             | \$ 3,175.66                                                    | \$ -                          | \$ -                                                        | \$ 3,175.66                                                 | \$ -                                 | \$ 158.78                               |
| 2.04             | USA Shade coordination                         | \$ 500.00               | \$ 500.00                                                      | \$ -                          | \$ -                                                        | \$ 500.00                                                   | \$ -                                 | \$ 25.00                                |
| 3.04             | 4" thick sidewalk - 210 SY                     | \$ 18,154.50            | \$ 18,154.50                                                   | \$ -                          | \$ -                                                        | \$ 18,154.50                                                | \$ -                                 | \$ 907.73                               |
| 3.05             | 8" ribbon curb - 326 LF                        | \$ 7,556.68             | \$ 7,556.68                                                    | \$ -                          | \$ -                                                        | \$ 7,556.68                                                 | \$ -                                 | \$ 377.83                               |
| 3.06             | Connection to proposed water feature           | \$ 1,500.00             | \$ 1,500.00                                                    | \$ -                          | \$ -                                                        | \$ 1,500.00                                                 | \$ -                                 | \$ 75.00                                |
| 3.07             | Limestone block tree wells - 110 LF            | \$ 9,944.00             | \$ 9,944.00                                                    | \$ -                          | \$ -                                                        | \$ 9,944.00                                                 | \$ -                                 | \$ 497.20                               |
| 3.07             | Soil amendment - 170 SY                        | \$ 576.30               | \$ 576.30                                                      | \$ -                          | \$ -                                                        | \$ 576.30                                                   | \$ -                                 | \$ 28.82                                |
| 3.08             | 100 Gallon, 4" tree - 5 EA                     | \$ 7,345.00             | \$ 7,345.00                                                    | \$ -                          | \$ -                                                        | \$ 7,345.00                                                 | \$ -                                 | \$ 367.25                               |
| 3.09             | 65 Gallon tree - 1 EA                          | \$ 847.50               | \$ 847.50                                                      | \$ -                          | \$ -                                                        | \$ 847.50                                                   | \$ -                                 | \$ 42.38                                |
| 3.10             | 5 Gallon Shrub - 21 EA                         | \$ 711.90               | \$ 711.90                                                      | \$ -                          | \$ -                                                        | \$ 711.90                                                   | \$ -                                 | \$ 35.60                                |
| 3.11             | 3 Gallon Shrub - 50 EA                         | \$ 1,582.00             | \$ 1,582.00                                                    | \$ -                          | \$ -                                                        | \$ 1,582.00                                                 | \$ -                                 | \$ 79.10                                |

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO: 12

APPLICATION DATE: 9/1/2024

PERIOD TO: 9/30/2024



Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO:

031481-27

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK            | C                  |              | D                                       |                               | E  |                                                        | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G            |    | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |           |
|------------------|-------------------------------------|--------------------|--------------|-----------------------------------------|-------------------------------|----|--------------------------------------------------------|-------------------------------------------------------------|--------------|----|--------------------------------------|-----------------------------------------|-----------|
|                  |                                     | SCHEDULED<br>VALUE |              | FROM PREVIOUS<br>APPLICATION<br>(D ÷ E) | WORK COMPLETED<br>THIS PERIOD |    | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) |                                                             | %<br>(G ÷ C) |    |                                      |                                         |           |
| 3.12             | Landscape shrub 1 gal - 12 EA       | \$                 | 149.16       | \$                                      | 149.16                        | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 7.46      |
| 3.13             | 8" bed, 5" soil, 3" mulch - 6 Cy    | \$                 | 678.00       | \$                                      | 678.00                        | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 33.90     |
| 3.14             | 3" depth mulch at tree wall - 11 CY | \$                 | 435.05       | \$                                      | 435.05                        | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 21.75     |
| 3.15             | Bermuda sod - 9522 SF               | \$                 | 9,869.10     | \$                                      | 9,869.10                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 493.46    |
| 3.16             | 4" topsoil to turf areas - 182 CY   | \$                 | 8,226.40     | \$                                      | 8,226.40                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 411.32    |
| 3.17             | Steel edging 138 LF                 | \$                 | 1,559.40     | \$                                      | 1,559.40                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 77.97     |
| 3.18             | Site irrigation - block D           | \$                 | 33,900.00    | \$                                      | 33,900.00                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 1,695.00  |
| 4.02             | 8" ribbon curb - 235 LF             | \$                 | 5,444.95     | \$                                      | 5,444.95                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 272.25    |
| 4.04             | 8" ribbon curb - block C - 320 LF   | \$                 | 7,414.98     | \$                                      | 7,414.98                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 370.75    |
|                  | Change Order #1                     | \$                 | 10,534.00    | \$                                      | 10,534.00                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 526.70    |
|                  | Change Order #2                     | \$                 | 33,477.24    | \$                                      | 33,477.24                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 1,673.86  |
|                  | Change Order #3                     | \$                 | 18,055.00    | \$                                      | 18,055.00                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 902.75    |
|                  | Change Order #4                     | \$                 | 16,978.60    | \$                                      | 16,978.60                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 848.93    |
|                  | Change Order #5                     | \$                 | 9,590.27     | \$                                      | 9,590.27                      | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 479.51    |
|                  | Change Order #6                     | \$                 | 14,429.82    | \$                                      | 14,429.82                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 721.49    |
|                  | Change Order #7                     | \$                 | 769.55       | \$                                      | 769.55                        | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 38.48     |
|                  | Change Order #8                     | \$                 | 15,997.08    | \$                                      | 15,997.08                     | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 799.85    |
|                  |                                     | \$                 | 1,087,097.74 | \$                                      | 1,087,097.74                  | \$ | -                                                      | \$                                                          | -            | \$ | 100.00%                              | \$                                      | 54,354.89 |
|                  |                                     | \$ -               |              |                                         |                               |    |                                                        |                                                             |              |    |                                      |                                         |           |

## Melissa Lipiec

---

**From:** Elizabeth Marzec  
**Sent:** Tuesday, March 4, 2025 10:10 AM  
**To:** Melissa Lipiec  
**Cc:** Beau Perry  
**Subject:** Re: Elgin VM - Pay App #13 retainage

Good morning Melissa,

Thank you for handling this. The GL Code I have on file is: 153-633-53490

Please let me know if I can help with anything else,  
Elizabeth



**Elizabeth Marzec**  
Recreation & Leisure Manager  
Parks & Recreation Dept.  
City of Elgin, Texas  
  
Phone: 512-285-6434  
Email: [parks@elgintexas.gov](mailto:parks@elgintexas.gov)  
  
Elgin Recreation Center  
361 N. HWY 95  
Elgin, Texas 78621  
  
[elgintx.com/239/Recreation-Programming](http://elgintx.com/239/Recreation-Programming)

---

**From:** Melissa Lipiec <[melissa.lipiec@elgintexas.gov](mailto:melissa.lipiec@elgintexas.gov)>  
**Sent:** Tuesday, March 4, 2025 6:44 AM  
**To:** Elizabeth Marzec <[elizabeth.marzec@elgintexas.gov](mailto:elizabeth.marzec@elgintexas.gov)>  
**Cc:** Beau Perry <[beau.perry@elgintexas.gov](mailto:beau.perry@elgintexas.gov)>  
**Subject:** FW: Elgin VM - Pay App #13 retainage

Good Morning Elizabeth,  
Beau asked me to reach out to you for some assistance. He had me print out the attached payment application (looks like it is for the entire remaining balance) and prepare a check request. Can you please tell me which G/L to code this to?

Your assistance in this matter is greatly appreciated.

Respectfully,  
Melissa Lipiec  
Planning Technician  
City of Elgin  
Phone: 512-285-6641 direct  
Development Services Department  
802 N Avenue C, Elgin, TX 78621

**Holiday Schedule:**  
**Friday, April 18, 2025 - Closed**



---

**From:** Beau Perry <beau.perry@elgintexas.gov>  
**Sent:** Sunday, March 2, 2025 12:17 PM  
**To:** Melissa Lipiec <melissa.lipiec@elgintexas.gov>  
**Subject:** FW: Elgin VM - Pay App #13 retainage

Please print for me to execute and then we will need to do check request.

---

**From:** Jonathan Wagner <jwagner@studio1619.com>  
**Sent:** Friday, February 28, 2025 11:48 AM  
**To:** Monica Hyatt <monica.ghyatt@gmail.com>; Beau Perry <beau.perry@elgintexas.gov>  
**Cc:** Justin <ghyattconstruction@gmail.com>  
**Subject:** RE: Elgin VM - Pay App #13 retainage

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Monica. See attached signed copy.

--



**Jonathan Wagner**  
principal  
rla, li, asla  
studio16:19, LLC

 [jwagner@studio1619.com](mailto:jwagner@studio1619.com)  
 [512.534.8680](tel:512.534.8680)  
 [512.363.5238](tel:512.363.5238)  
 [305 w liberty, suite 100,  
round rock, tx 78664](#)  
 [studio1619.com](http://studio1619.com)

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**from concept to community**  
designing outdoor spaces where life takes place



Office hours are M-TH 8:30 AM - 5:30 PM and F 8:30 AM - 12:30 PM.

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---

**From:** Monica Hyatt <[monica.ghyatt@gmail.com](mailto:monica.ghyatt@gmail.com)>

**Sent:** Thursday, February 27, 2025 1:51 PM

**To:** Beau Perry <[beau.perry@elgintexas.gov](mailto:beau.perry@elgintexas.gov)>

**Cc:** Justin <[ghyattconstruction@gmail.com](mailto:ghyattconstruction@gmail.com)>; Monica Hyatt <[monica.ghyatt@gmail.com](mailto:monica.ghyatt@gmail.com)>; Jonathan Wagner <[jwagner@studio1619.com](mailto:jwagner@studio1619.com)>

**Subject:** Elgin VM - Pay App #13 retainage

Beau,

Attached please find pay application #13 for retainage.

Thanks,

Monica Hyatt

GHyatt Construction, Inc.

512-415-1799



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY OF ELGIN TO ENTER INTO A COST PARTICIPATION AGREEMENT FOR UPSIZING WATER AND WASTEWATER LINES IN CREEKS CROSSING DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and Approve

**BACKGROUND:**

This is an opportunity to enhance utility services outside the Creeks Crossing development while the area is under construction. Utilizing an existing project already underway, the City can benefit through cost participation by up-sizing utility lines as they are being installed. This project would increase the wastewater line size from the required 8" to a 12" and the required 8" waterline to a 12" water line. The total cost for construction is \$1.4M and the City's participation is \$131,000. The staff is intending to use impact fees to support this utility improvement.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Review and Approve

**ATTACHMENTS:**

1. RESCostparticipation CReeks crossing
2. Cost Participation Agreement for 12 inch Sewer Lines in Creeks Crossing Section 3
3. Cost Participation Agreement for 12 inch Water Lines in Creeks Crossing Section 2

- { } 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. 2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,  
AUTHORIZING THE CITY OF ELGIN TO ENTER INTO A COST  
PARTICIPATION AGREEMENT FOR UPSIZING WATER AND  
WASTEWATER LINES IN CREEKS CROSSING DEVELOPMENT  
AND MAKING CERTAIN FINDINGS RELATED THERTO.**

**WHEREAS**, The City of Elgin is the Wastewater provider for a certain area of land west of County Line Road and;

**WHEREAS**, staff has identified cost saving measures and an opportunity for upsizing service to these customers through a new development with Brightland Homes LTD and;

**WHEREAS**, staff now recommend approval of these agreements and this partnership to further bolster the wastewater service to new and existing customers.

**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 Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2025.

ATTEST:

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

PEYTON STANDIFER, City Secretary



**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF A  
12" SEWER LINE IN THE CREEKS CROSSING SUBDIVISION SECTION 3**

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

**THIS COST PARTICIPATION AGREEMENT** (this “**Agreement**”) is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the “**City**”), and **BRIGHTLAND HOMES, LTD**, a Texas limited partnership, its successors and assigns (“**Developer**”). In this Agreement, the City and Developer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**RECITALS**

**WHEREAS**, the City and Developer desire to cooperate in the construction of a 12” sewer line to be located as shown on **Exhibit “A”**, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

**WHEREAS**, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined in **Exhibit “B”**; attached hereto and incorporated herein (the “**City Reimbursement Exhibit**”

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

**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:

**I.**

**TERMS**

**A. Recitals.** The Recitals above are incorporated herein.

**B. Developer Participation.** Developer agrees to pay for all costs related to the construction of the Project (the “**Project Costs**”) in accordance with the design plans as approved in writing by the City.

**C. City Participation.** The City agrees to reimburse Developer in an amount equal to \$22,440.18 as shown on Exhibit “B”, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

**D. Reimbursement.** The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer’s written request for payment, (ii) submittal of a pay application from the contractor, and (iii) written confirmation

from the City Engineer that installation has been completed in accordance with the approved plans. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

## II.

### **GENERAL PROVISIONS**

**A. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be 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.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

**F. 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.

**G. Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" – The Project

**H. 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.

**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. 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 St.  
Elgin, Texas 78621

DEVELOPER: Brightland Homes, Ltd.  
Attn: Chris Lynch  
Barton Creek Plaza III  
3815 S. Capital of Texas Hwy. Ste. 275  
Austin, Texas 78704

**K. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

*(signatures on following page)*

**CITY OF ELGIN:**

ATTEST:

By: \_\_\_\_\_  
Theresa McShan, Mayor

\_\_\_\_\_  
Peyton Standifer, City Secretary

Date: \_\_\_\_\_

**BRIGHTLAND HOMES, LTD.,  
a Texas limited partnership**

By: **BRIGHTLAND HOMES I, INC.,  
a Texas Corporation,  
General Partner**

By: \_\_\_\_\_  
Chris Lynch, President of Land Operations

Date: 3/18/2025

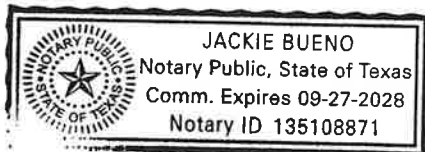
**STATE OF TEXAS                   §  
                                             §  
COUNTY OF BASTROP         §**

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS                   §  
                                             §  
COUNTY OF TRAVIS         §**

On this 18 day of March, 2025, before me, the undersigned notary public, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



Jackie Bueno  
\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

The Project





EXHIBIT "B"

City Reimbursement Exhibit

# **BID SUMMARY** **CREEKS CROSSING SECTIONS 2/3 - CONSTRUCTION BID OF** **WATER, WASTEWATER, DRAINAGE & STREET IMPROVEMENTS**

|            |
|------------|
| <b>DNT</b> |
|------------|

## SEWER IMPROVEMENTS (PLAN SHEETS 17-25)

| ITEM                              | DESCRIPTION                                                                                                                                 | QUANTITY |       | UNIT       | SUM           |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|---------------|
| 1                                 | 8-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place  | L.F.     | 4,655 | \$ 74.33   | \$ 346,010.61 |
| 2                                 | 8-inch Polyvinyl Chloride (PVC) Pressure Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place | L.F.     | 100   | \$ 166.43  | \$ 16,643.00  |
| 3                                 | 4-ft Diameter Standard Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place                                      | E.A.     | 16    | \$6,897.12 | \$ 110,353.92 |
| 4                                 | Single Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place                            | E.A.     | 8     | \$2,135.68 | \$ 17,085.44  |
| 5                                 | Double Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place                            | E.A.     | 71    | \$3,593.40 | \$ 255,131.40 |
| 6                                 | Trench Safety, All Depths                                                                                                                   | L.S.     | 1     | \$4,755.00 | \$ 4,755.00   |
| BID SUBTOTAL - SEWER IMPROVEMENTS |                                                                                                                                             |          |       |            | \$ 749,979.37 |

DNT

## SEWER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)(PLAN SHEETS 17a-25a)

| ITEM                                                            | DESCRIPTION                                                                                                                                         | QUANTITY |       | UNIT       | SUM           |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|---------------|
| 1-A                                                             | 12-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place         | L.F.     | 772   | \$ 99.52   | \$ 76,829.44  |
| 2-A                                                             | 8-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place          | L.F.     | 3,883 | \$ 74.33   | \$ 288,623.39 |
| 3-A                                                             | 8-inch Polyvinyl Chloride (PVC) Pressure Sewer Main (AWWA SDR26, PS 115), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place | L.F.     | 100   | \$ 166.43  | \$ 16,643.00  |
| 4-A                                                             | 4-ft Diameter Standard Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place                                              | E.A.     | 16    | \$7,022.12 | \$ 112,353.92 |
| 5-A                                                             | Single Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place                                    | E.A.     | 8     | \$2,135.68 | \$ 17,085.44  |
| 6-A                                                             | Double Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place                                    | E.A.     | 71    | \$3,593.40 | \$ 255,131.40 |
| 7-A                                                             | Trench Safety, All Depths                                                                                                                           | L.S.     | 1     | \$4,755.00 | \$ 4,755.00   |
| BID SUBTOTAL - SEWER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE) |                                                                                                                                                     |          |       |            | \$ 771,421.59 |

DNT

## BID ALTERNATE - SEWER (CITY UPSIZE)(PLAN SHEETS 17a-25a)

| ITEM                                                 | DESCRIPTION                                                      | SUM                 |
|------------------------------------------------------|------------------------------------------------------------------|---------------------|
| 1                                                    | ALTERNATE BID - SEWER IMPROVEMENTS(CITY UPSIZE)(PLAN SHEETS 17a- | \$ 771,421.59       |
| 2                                                    | SUBTRACT BASE BID - SEWER IMPROVEMENTS (17-25)                   | \$ (749,979.37)     |
| CITY COST FOR UPSIZING                               |                                                                  | \$ 21,442.22        |
| ENGINEERING                                          |                                                                  | \$ 10,000.00        |
| <b>CITY UPSIZING COST - SEWER IMPROVEMENTS TOTAL</b> |                                                                  | <b>\$ 31,442.22</b> |



03/13/2025

**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF  
12" WATER LINES IN THE CREEKS CROSSING SUBDIVISION SECTION 2**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF BASTROP

§

§

**THIS COST PARTICIPATION AGREEMENT** (this “**Agreement**”) is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the “**City**”), and **BRIGHTLAND HOMES, LTD**, a Texas limited partnership, its successors and assigns (“**Developer**”). In this Agreement, the City and Developer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**RECITALS**

**WHEREAS**, the City and Developer desire to cooperate in the construction of multiple 12” water lines to be located as shown on **Exhibit “A”**, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

**WHEREAS**, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined in **Exhibit “B”**; attached hereto and incorporated herein (the “**City Reimbursement Exhibit**”

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

**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:

**I.**

**TERMS**

**A. Recitals.** The Recitals above are incorporated herein.

**B. Developer Participation.** Developer agrees to pay for all costs related to the construction of the Project (the “**Project Costs**”) in accordance with the design plans as approved in writing by the City.

**C. City Participation.** The City agrees to reimburse Developer in an amount equal to \$84,623.13 as shown on Exhibit “B”, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

**D. Reimbursement.** The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer’s written request for payment, (ii) submittal of a pay application from the contractor, and (iii) written confirmation

from the City Engineer that installation has been completed in accordance with the approved plans. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

## II.

### GENERAL PROVISIONS

**A. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be 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.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

**F. 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.

**G. Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" – The Project

**H. 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.

**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. 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 St.  
Elgin, Texas 78621

DEVELOPER: Brightland Homes, Ltd.  
Attn: Chris Lynch  
Barton Creek Plaza III  
3815 S. Capital of Texas Hwy. Ste. 275  
Austin, Texas 78704

**K. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

*(signatures on following page)*

**CITY OF ELGIN:**

ATTEST:

By: \_\_\_\_\_  
Theresa McShan, Mayor

\_\_\_\_\_  
Peyton Standifer, City Secretary

Date: \_\_\_\_\_

**BRIGHTLAND HOMES, LTD.,  
a Texas limited partnership**

By: **BRIGHTLAND HOMES I, INC.,  
a Texas Corporation,  
General Partner**

By: \_\_\_\_\_  
Chris Lynch, President of Land Operations

Date: 3/18/2025

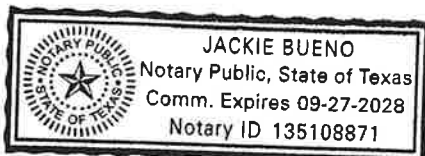
**STATE OF TEXAS** §  
§  
**COUNTY OF BASTROP** §

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

On this 18 day of March, 2025, before me, the undersigned notary public, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



Jackie Bueno  
Notary Public, State of Texas

EXHIBIT “A”

The Project



EXHIBIT "B"

City Reimbursement Exhibit

# **BID SUMMARY** **CREEKS CROSSING SECTIONS 2/3 - CONSTRUCTION BID OF** **WATER, WASTEWATER, DRAINAGE & STREET IMPROVEMENTS**

|            |
|------------|
| <b>DNT</b> |
|------------|

**WATER IMPROVEMENTS (PLAN SHEETS 9-16)**

| ITEM                                     | DESCRIPTION                                                                                                                                                                                       | QUANTITY |       | UNIT       | SUM                  |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------------------|
| 1                                        | 8-inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place                                                          | L.F.     | 4,902 | \$ 49.71   | \$ 243,678.42        |
| 2                                        | 8-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place                                                        | E.A.     | 13    | \$2,949.43 | \$ 38,342.59         |
| 3                                        | Fire Hydrant Assembly, Including Hydrant, 6-inch Ductile Iron Water Line, 6-inch AWWA Gate Valve & Box, and All Bends and Fittings, All Depths, Include Final Grade Adjustment, Complete In Place | E.A.     | 14    | \$4,035.18 | \$ 56,492.52         |
| 4                                        | Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place                                                                | E.A.     | 67    | \$2,392.27 | \$ 160,282.09        |
| 5                                        | Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place                                                                | E.A.     | 15    | \$1,330.51 | \$ 19,957.65         |
| 6                                        | 2-inch, Automatic Air Release Valve, Including Access Manhole & Lid, Final Grade Adjustment, All Bends and Fittings, All Depths, Complete In Place                                                | E.A.     | 1     | \$4,870.06 | \$ 4,870.06          |
| 7                                        | 2-inch, Flushing Assembly                                                                                                                                                                         | E.A.     | 2     | \$6,751.11 | \$ 13,502.22         |
| 8                                        | Connect to Existing City Water Main (up to 12-inch Nominal Water Main), Includes Surface Restoration and Trench Backfill, Complete In Place                                                       | E.A.     | 3     | \$3,938.07 | \$ 11,814.21         |
| 9                                        | Tracer Wire Locate Box, Install one locate box at all valves (including Fire Hydrant 's) and dead ends or flushing valve assemblies, Complete                                                     | L.S.     | 1     | \$1,055.00 | \$ 1,055.00          |
| 10                                       | Trench Safety, All Depths                                                                                                                                                                         | L.S.     | 1     | \$2,940.00 | \$ 2,940.00          |
| <b>BID SUBTOTAL - WATER IMPROVEMENTS</b> |                                                                                                                                                                                                   |          |       |            | <b>\$ 552,934.76</b> |

**WATER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)(PLAN SHEETS 9a-16a)**

| ITEM                                                                   | DESCRIPTION                                                                                                                                                                                       | QUANTITY |       | UNIT       | SUM                  |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------------------|
| 1-A                                                                    | 12-inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place                                                         | L.F.     | 1,704 | \$ 94.63   | \$ 161,249.52        |
| 2-A                                                                    | 12-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place                                                       | E.A.     | 3     | \$7,298.91 | \$ 21,896.73         |
| 3-A                                                                    | 8-inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place                                                          | L.F.     | 3,198 | \$ 49.71   | \$ 158,972.58        |
| 4-A                                                                    | 8-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place                                                        | E.A.     | 10    | \$2,949.43 | \$ 29,494.30         |
| 5-A                                                                    | Fire Hydrant Assembly, Including Hydrant, 6-inch Ductile Iron Water Line, 6-inch AWWA Gate Valve & Box, and All Bends and Fittings, All Depths, Include Final Grade Adjustment, Complete In Place | E.A.     | 14    | \$4,035.18 | \$ 56,492.52         |
| 6-A                                                                    | Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place                                                                | E.A.     | 67    | \$2,392.27 | \$ 160,282.09        |
| 7-A                                                                    | Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place                                                                | E.A.     | 15    | \$1,330.51 | \$ 19,957.65         |
| 11-A                                                                   | 2-inch, Automatic Air Release Valve, Including Access Manhole & Lid, Final Grade Adjustment, All Bends and Fittings, All Depths, Complete In Place                                                | E.A.     | 1     | \$4,870.06 | \$ 4,870.06          |
| 13-A                                                                   | 2-inch, Flushing Assembly                                                                                                                                                                         | E.A.     | 2     | \$6,751.11 | \$ 13,502.22         |
| 14-A                                                                   | Connect to Existing City Water Main (up to 12-inch Nominal Water Main), Includes Surface Restoration and Trench Backfill, Complete In Place                                                       | E.A.     | 3     | \$3,938.07 | \$ 11,814.21         |
| 15-A                                                                   | Tracer Wire Locate Box, Install one locate box at all valves (including Fire Hydrant 's) and dead ends or flushing valve assemblies, Complete                                                     | L.S.     | 1     | \$1,175.00 | \$ 1,175.00          |
| 16-A                                                                   | Trench Safety, All Depths                                                                                                                                                                         | L.S.     | 1     | \$3,353.00 | \$ 3,353.00          |
| <b>BID SUBTOTAL - WATER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)</b> |                                                                                                                                                                                                   |          |       |            | <b>\$ 643,059.88</b> |

DNT



BID ALTERNATE - WATER (CITY UPSIZE)(PLAN SHEETS 9a-16a)

| ITEM                                                 | DESCRIPTION                                                     | SUM                  |
|------------------------------------------------------|-----------------------------------------------------------------|----------------------|
| 1                                                    | ALTERNATE BID - WATER IMPROVEMENTS(CITY UPSIZE)(PLAN SHEETS 9a- | \$ 643,059.88        |
| 2                                                    | SUBTRACT BASE BID - WATER IMPROVEMENTS (9-16)                   | \$ (552,934.76)      |
| CONSTRUCTION COST - SUBTOTAL                         |                                                                 | \$ 90,125.12         |
| ENGINEERING                                          |                                                                 | \$ 10,000.00         |
| <b>CITY UPSIZING COST - WATER IMPROVEMENTS TOTAL</b> |                                                                 | <b>\$ 100,125.12</b> |



03/13/2025



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 2 AND CHANGE ORDER No. 2 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and Approve

**BACKGROUND:**

These are both routine payments issued for the local street resurfacing project. Pay request 2 or "Draw 2" is for quantities already included in the base bid that include 2" overlay, parking for painting spots and signage. This total is: \$319,067.24

The Change order 2 is for additional ADA ramps, replacement of broken curbs and additional concrete pipe for residents on E.7th Street. The increase of the overall project in CO 2 is \$16,185.

These items have been reviewed by staff and the City Engineer and are ready for the Council's consideration.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Review and Approve

**ATTACHMENTS:**

1. ResstreetPayapp No 2
2. Recommendation Letter for Payment 2 3.28 - Signed
3. Elgin 2024 Streets Improvements- Change Order No.2 Cover Sheet - City of Elgin

{ } 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. 2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN,  
TEXAS, AUTHORIZING THE INTERIM CITY  
MANAGER TO EXECUTE PAY REQUEST No. 2 AND  
CHANGE ORDER No. 2 FOR THE FY2023-2024  
ANNUAL STREET RESURFACING PROGRAM;  
AND MAKING CERTAIN FINDINGS RELATED  
THERE TO.**

**WHEREAS**, the City of Elgin has primary responsibility for maintaining safe and effective transportation systems throughout the City, which includes the maintenance and upgrade of all city-owned streets and;

**WHEREAS**, City staff and the City Engineer have submitted a recommendation to award a contract to Larry Young Paving, of College Station, Texas for improvements to city streets prioritized on need, current conditions, and anticipated future use and/or traffic; and,

**WHEREAS**, the City staff is now recommending the second pay request and change order to be executed and returned to the contractor.

**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 or Interim City Manager is hereby authorized to execute Pay Request No. 1 with Larry Young Paving, Inc of College Station, Texas to resurface streets in accordance with the *2024 Street Improvements* plan from WGA, a recommendation letter of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

**Section 3. Project Change Orders.** Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April, 2025

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

---

PEYTON STANDIFER, City Secretary



March 28, 2025

Mr. Michael Gonzalez, Public Works Director  
City of Elgin  
1135 Swenson Boulevard  
Elgin, Texas 78621

**RE: 2024 Street Improvements  
Pay Request No. 2**

Dear Mr. Gonzalez:

Enclosed for consideration by the City of Elgin is the Pay Estimate No. 2 for Larry Young Paving, Inc. Please see the following table for a summary of the contract and payment amounts:

| Current Contract Amount | Amount this Estimate | Previous Payments | Total Amount Remaining (including Retainage) |
|-------------------------|----------------------|-------------------|----------------------------------------------|
| \$ 465,846.40           | \$ 319,067.24        | \$ 83,925.00      | \$ 62,854.16                                 |

It is recommended that payment be made in the amount of **\$ 319,067.24** at the City's earliest convenience. Please sign and forward a digital copy to Larry Young Paving, Inc at [m.ash@larryyoungpaving.com](mailto:m.ash@larryyoungpaving.com), and WGA at [bperry@wga-llp.com](mailto:bperry@wga-llp.com). If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Beau Perry, P.E.  
Regional Practice Leader

cc: Mr. Terry Fowler, City of Elgin

Enclosure

|                                       |                                 |
|---------------------------------------|---------------------------------|
| MONTHLY ESTIMATE NO.2                 |                                 |
| P.O. NO.:                             |                                 |
| JOB NO.:                              | ORIGINAL CONTRACT: \$398,886.40 |
| JOB Description:                      | CURRENT CONTRACT: \$465,846.40  |
| CONTRACTOR: Larry Young Paving, Inc.  |                                 |
| COVERING PERIOD: march 1st-march 31st |                                 |

|              |                       |  |   |    |              |             |              |             |              |              |
|--------------|-----------------------|--|---|----|--------------|-------------|--------------|-------------|--------------|--------------|
| CO 1         | Change order #1       |  | 1 | ls | \$50,775.00  | \$50,775.00 | 1            | \$50,775.00 | 1            | \$50,775.00  |
| CO 2         | Change Order #2       |  | 1 | ls | \$16,185.00  | \$16,185.00 |              |             |              |              |
| CO 3         |                       |  |   |    |              |             |              |             |              |              |
| CO 4         |                       |  |   |    |              |             |              |             |              |              |
| CO1.7        |                       |  |   |    |              |             |              |             |              |              |
| CO1.8        |                       |  |   |    |              |             |              |             |              |              |
| CO1.9        |                       |  |   |    |              |             |              |             |              |              |
| CO1.10       |                       |  |   |    |              |             |              |             |              |              |
| CO1.11       |                       |  |   |    |              |             |              |             |              |              |
| CO1.12       |                       |  |   |    |              |             |              |             |              |              |
|              | CHANGE ORDER #1 TOTAL |  |   |    |              | \$66,960.00 |              | \$50,775.00 |              | \$447,769.15 |
| <b>TOTAL</b> |                       |  |   |    | \$465,846.40 |             | \$354,519.15 |             | \$447,769.15 |              |



# MONTHLY ESTIMATE NO.2

P.O. NO.: ORIGINAL CONTRACT: \$398,886.40  
 JOB NO.: CURRENT CONTRACT: \$465,846.40  
 JOB DESCRIPTION: Huntsville Streets 2023  
 CONTRACTOR: Larry Young Paving, Inc.  
 COVERING PERIOD: July 1st-July 31st

| CHANGE ORDER NO. | DATE APPROVED | TOTAL AMOUNT | AMOUNT COMPLETED |
|------------------|---------------|--------------|------------------|
| CO#1             | 3/4/2025      | \$50,775.00  | \$50,775.00      |
| CO#2             | 3/26/2025     | \$16,185.00  |                  |
|                  |               |              |                  |

RETAINAGE % FOR PROJECT: 10%  
 RELEASE RETAINAGE (YES/NO): NO

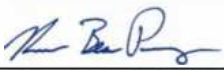
|                                                          | PREVIOUS TOTAL | THIS PERIOD  | TOTAL TO DATE |
|----------------------------------------------------------|----------------|--------------|---------------|
| Amount of Work Completed (240):                          | \$354,519.15   | \$354,519.15 | \$447,769.15  |
| Material On Hand (240):                                  | \$0.00         | \$0.00       | \$0.00        |
| Purchase Order Amount (240):                             | \$354,519.15   | \$354,519.15 | \$447,769.15  |
| tax %8.25                                                |                |              |               |
| Amount Retained (240):                                   | \$35,451.92    |              |               |
| Released Retainage (240):                                |                | \$0.00       | \$0.00        |
| Payments (240):<br>(PO - Retainage + Released Retainage) | \$319,067.24   | \$354,519.15 | \$447,769.15  |

AMOUNT DUE THIS PAYMENT: \$319,067.24

## NOTE:

Engineer : Beau Perry

Verified By:



Larry Young Paving: Matthew Young

Prepared By:



City Purchasing

Verified By:

Date:

March 28, 2025



March 27, 2025

Mr. Michael Gonzalez, Public Works Director  
City of Elgin  
1137 Swenson Blvd  
Elgin, Texas 78621

**RE: Elgin 2024 Streets Improvements – Change Order No.2**

Dear Mr. Gonzalez,

Attached please find Change Order No.2 for the above reference project. This change order includes installing an additional ADA ramp, additional curb, installation of 12" RCP that is City provided, and additional curb and gutter along Avenue B, as well as 6" flatwork sections on Depot St and 1<sup>st</sup> St.

The change order has been approved by this office and will increase the current contract amount by \$16,185.00. The new contract amount will be \$465,846.40. Please execute and forward a digital copy to WGA at [bperry@wga-llp.com](mailto:bperry@wga-llp.com).

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

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry", is written over a light blue circular background.

K. Beau Perry, P.E. - WGA  
Regional Practice Leader



**CONTRACT CHANGE ORDER NO. 2**

**2024 STREET IMPROVEMENTS - AVENUE B, DEPOT STREET AND 1ST STREET ADDITIONS**

|                                                         |                                 |
|---------------------------------------------------------|---------------------------------|
| OWNER:                                                  | <u>City of Elgin</u>            |
| CONTRACTOR:                                             | <u>Larry Young Paving, Inc.</u> |
| ORIGINAL CONTRACT AMOUNT:                               | <u>\$398,886.40</u>             |
| PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:                | <u>\$50,775.00</u>              |
| CURRENT CONTRACT AMOUNT:                                | <u>\$449,661.40</u>             |
| ORIGINAL CONTRACT TIME (DAYS):                          | <u>120</u>                      |
| PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS): | <u>0</u>                        |
| CURRENT CONTRACT TIME (DAYS):                           | <u>120</u>                      |
| CURRENT SUBSTANTIAL COMPLETION DATE:                    | <u>6/17/2025</u>                |
| CURRENT FINAL COMPLETION DATE:                          | <u>7/17/2025</u>                |

| Item No.                                | Item Description                                                                                                                          | Quantity | Units | Unit Price<br>(+) Increase<br>(-) Decrease | Amount<br>(+) Increase<br>(-) Decrease |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|--------------------------------------------|----------------------------------------|
| CO. 1                                   | For furnishing all material, labor and equipment to install ADA ramp                                                                      | 1        | EA    | \$1,000.00                                 | \$1,000.00                             |
| CO. 2                                   | For furnishing all material, labor and equipment to install additional curb                                                               | 17       | LF    | \$60.00                                    | \$1,020.00                             |
| CO. 3                                   | For furnishing all labor and equipment to install 12" RCP pipe that is city provided                                                      | 54       | LF    | \$100.00                                   | \$5,400.00                             |
| CO. 4                                   | For furnishing all material, labor and equipment to install additional curb and gutter along Avenue B                                     | 75       | LF    | \$75.00                                    | \$5,625.00                             |
| CO. 5                                   | For furnishing all material, labor and equipment to install 6" flatwork on Depot Street and 1st Street amounting to 10' x 12' and 4' x 4' | 1        | LS    | \$3,140.00                                 | \$3,140.00                             |
| <b>TOTAL COST OF THIS CHANGE ORDER:</b> |                                                                                                                                           |          |       |                                            | <b>\$16,185.00</b>                     |

|                                                   |                     |
|---------------------------------------------------|---------------------|
| PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER): | <u>\$16,185.00</u>  |
| REVISED CONTRACT AMOUNT:                          | <u>\$465,846.40</u> |
| NET CHANGE IN CONTRACT TIME (DAYS):               | <u>0</u>            |
| REVISED CONTRACT TIME (DAYS):                     | <u>0</u>            |
| REVISED SUBSTANTIAL COMPLETION DATE:              | <u>6/17/2025</u>    |
| REVISED FINAL COMPLETION DATE:                    | <u>7/17/2025</u>    |

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

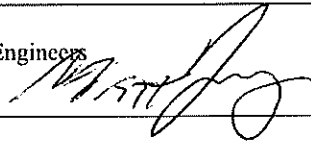
Owner  
City of Elgin



Date

03/26/2025

Beau Perry, PE  
WGA Consulting Engineers



Date

3/27/2025

Matthew Young  
Larry Young Paving, Inc.

Date



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER No. 4 FOR THE PISTOL HILL BOOSTER STATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and approve

**BACKGROUND:**

This change includes adding additional isolation valves, excavation and exploration of lines to the existing concrete tank. The quantities and work have been reviewed and approved by TRC Engineers and Grant Works and the item is for approval now.

**BUDGET/FINANCIAL IMPACT:**

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

| ORIGINAL CONTRACT<br>AMOUNT | CHANGE ORDER<br>INCREASE | CURRENT AMOUNT |
|-----------------------------|--------------------------|----------------|
| \$4,783,599.13              | \$73,121.45              | \$4,856,720.53 |

**RECOMMENDATION:**

Review and Approve

**ATTACHMENTS:**

1. RESRCONo4Pistolhill
2. Change Order No. 4 - Letter to City

{ } 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. 2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN,  
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO  
EXECUTE CHANGE ORDER No. 4 FOR THE PISTOL HILL  
BOOSTER STATION PROJECT AND MAKING CERTAIN  
FINDINGS RELATED THERTO.**

**WHEREAS**, the City of Elgin Water system is finishing a well project that provides drinking water to the system and;

**WHEREAS**, staff has identified certain value-added changes to the project also verified by the engineer that include isolating valves and excavation of existing lines to the existing concrete tank and;

**WHEREAS**, staff now recommend approval of these changes listed in the agreement for more efficient operations,

**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 Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2025.

ATTEST:

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

PEYTON STANDIFER, City Secretary



505 East Huntland Drive  
Suite 250  
Austin, Texas 78752

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

March 17, 2025

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

**Re: Elgin Pistol Hill Booster Station Improvements  
Change Order No. 4**

Dear Mr. Gonzalez:

Attached please find Change Order No. 4 for the above referenced project. This change order is for the use of a tapping sleeve valve, and labor hours performed for site exploration to locate existing shut off and fill line valves for the existing ground storage tank.

The change order has been approved by this office and will increase the current contract amount by \$73,121.45. The new contract amount will be \$4,856,720.53. Please execute and forward a digital copy to TRC at [wwachel@trccompanies.com](mailto:wwachel@trccompanies.com).

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

Sincerely,

A handwritten signature in blue ink that reads 'William Wachel'.

William Wachel, P.E.  
Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Construction Change Order Request*

**NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.**

Subrecipient: City of Elgin GLO Contract Number: 22-082-009-D207 Date: 3/17/2025

|                                                                                                                                     |                                                                                                                                |                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engineer Name Address & Phone<br>TRC Engineers, Inc.<br>505 East Huntland Drive, Suite 250<br>Austin, Texas 78752<br>(512) 454-8716 | Subrecipient Name, Address, & Phone Number:<br>City of Elgin<br>1135 Swenson Boulevard<br>Elgin, Texas 78621<br>(512) 285-6645 | Contractor Name, Address & Phone Number:<br>IECONI dba<br>Infrastructure Engineering & Construction, Inc.<br>710 N. Post Oak Road, #400<br>Houston, Texas 77024<br>(281) 725-6833 |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Project #: 438185 Bid Package #:                      Change Order #: 4  
 Contract Origination Date: 5/17/2023 Project Description: Pistol Hill Booster Station Improvements

**You are hereby requested to comply with the following changes from the contract plans and specifications.**

| Item No. | Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.                     | Decrease in Contract Price | Increase in Contract Price |
|----------|----------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| C04.1    | Tapping Sleeve Valve, and work labor for exploration for shut off and fill line valves for existing water tank | 0                          | \$73,121.45                |
|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |
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|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |
|          |                                                                                                                |                            |                            |

*See sheet 2 to add additional entries*

**Change in Construction Contract Price**

|                                             |                       |
|---------------------------------------------|-----------------------|
| Original Contract Price:                    | <u>4,714,032.02</u>   |
| Cumulative Previous Change Order(s) Total:  | <u>\$69,567.06</u>    |
| Contract Price Prior to this Change Order:  | <u>\$4,783,599.08</u> |
| Net Increase/Decrease of this Change Order: | <u>\$73,121.45</u>    |

**Change in Contract Time (Calendar Days)**

|                                                     |            |
|-----------------------------------------------------|------------|
| Original Contract Time in Days:                     | <u>365</u> |
| Net Change from Previous Change Order(s) in Days:   | <u>327</u> |
| Contract Time Prior to this Change Order in Days:   | <u>692</u> |
| Net Increase/Decrease of this Change Order in Days: | <u>0</u>   |



COMMUNITY DEVELOPMENT & REVITALIZATION  
The Texas General Land Office  
Construction Change Order Request

|                                                   |                |                                                        |          |
|---------------------------------------------------|----------------|--------------------------------------------------------|----------|
| Contract Price with All Approved Change Orders:   | \$4,856,720.53 | Contract Time with All Approved Change Orders in Days: | 692      |
| Cumulative Percent Change in Contract Price (+/-) | 2%             | Subrecipient Contract End Date:                        |          |
| Construction Contract Start Date:                 | 7/10/2023      | Construction Contract End Date:                        | 6/1/2025 |

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

**\*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

|                                       |                                             |                                     |
|---------------------------------------|---------------------------------------------|-------------------------------------|
|                                       |                                             |                                     |
| Subrecipient Signature                | Engineer Signature                          | Contractor Signature                |
| Isaac Turner, Interim City Manager    | William Wachel, PE, Regional Vice President | Raghu Iyer, CEO                     |
| Subrecipient Name and Title (Printed) | Engineer Name and Title (Printed)           | Contractor Name and Title (Printed) |
|                                       |                                             |                                     |
| Subrecipient Signature                | Engineer Signature                          | Contractor Signature                |

**Justification for Change Order**

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total  LMI

2. Effect of this change on the scope of work: ☒ Increase ☐ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☒ Increase ☐ Decrease ☐ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

If "no", explain:

This change order is for labor for site exploration as well as a lump sum item for a tapping sleeve valve.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

If "yes", is an environmental assessment required?



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Construction Change Order Request*

- 
- |                                                                                                |                                         |                             |
|------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| 7. Is the CCN permit still valid? ( <i>sewer projects only</i> )                               | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| 8. Are the disability access requirements/approval still valid (if applicable)?                | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid?           | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

If "no", explain:

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET HELD ON FRIDAY, JUNE 6TH, 2025, FROM 5:00PM TO 10:00 PM IN ELGIN MEMORIAL PARK MAIN PAVILION (ALVAREZ)

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** Approval of the waiver to allow open containers at the Luna Market

**BACKGROUND:**

Luna Market is hosted by She Creates as a showcase for local women artists & makers, local food, and entertainment, with a bit of theater. The market is free to the public.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the waiver

**ATTACHMENTS:**

1. Summer 2025 Luna Market Open Container Waiver

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

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

Wednesday, April 2, 2025

Dear Mayor McShan and City Council,

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

In the event of rain we will move the event to Friday, July 11<sup>th</sup> at the same location.

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

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

Thank you,

Stacey Van Landingham  
Emma Clark  
Co-founders, She Creates  
[www.shecreatescommunity.org](http://www.shecreatescommunity.org)



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS CONSENTING TO THE ANNEXATION OF 16.766 ACRES OF LAND INTO LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Consideration of a Resolution authorizing an amendment to the Development and Consent Agreement with Lund Farm Investment LLC and the Lund Farm Municipal Utility District.

**BACKGROUND:**

Discussed at previous meetings; Lund Farm Investment LLC, through the Lund Farm Municipal Utility District (MUD). is developing 569+ acres of land within City's ETJ as "Lund Farm", a master-planned residential community with many amenities and park & recreational facilities. The City previously executed a Development and Consent Agreement with the developers and the Lund Farm MUD which became effective on October 19, 2023. The Developer now wishes to add two tracts of land comprising approximately 16.766 acres to the development.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution authorizing an amendment to the Development and Consent Agreement with Lund Farm Investment LLC and Lund Farm MUD as described; and direction to staff, if any.

**ATTACHMENTS:**

1. Lund Farm DA Amendment Resolution
2. Lund Farms Amended and Restated Consent and Development Agt

{ } 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. 2025-04-15-\_\_**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS CONSENTING TO THE ANNEXATION OF 16.766 ACRES OF LAND INTO LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

**WHEREAS**, Lund Farm Investment LLC, a Texas limited liability company (the “Developer”) and Lund Farm Municipal Utility District, a conservation and reclamation district of the State of Texas (the “District”) currently owns approximately 569.717 acres of land; and,

**WHEREAS**, the City previously consented to the creation of the District, and in connection with that consent, the City, the Developer, and the District entered into a Development and Consent Agreement dated effective as of October 19, 2023 (the “Original Agreement”); and

**WHEREAS**, the Developer owns or has under contract to purchase from Judith Ann Lundgren and Michael Lundgren approximately 13.471 acres and 3.295 acres, respectively (the “Lundgren Property”); and

**WHEREAS** the Developer desires for the District to annex the Lundgren Property into the District and further desires to develop such Lundgren Property as part of the master-planned development described in the Original Agreement; and

**WHEREAS**, upon acquisition by the Developer of the Lundgren Property from Lundgren, Developer shall be the successor to Lundgren, and Lundgren shall no longer be a party to this Agreement; and

**WHEREAS**, the Parties desire to amend and restate the Original Agreement to provide for the development of the Property and the City’s consent to inclusion of the entirety of the Property into the District;

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

**WHEREAS**, the Amended Agreement will supersede and replace the Original Agreement for all purposes.

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

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

**Section 2. Authorization.** The Mayor is hereby authorized to execute the *Lund Farms Amended and Restated Development and Consent Agreement*, 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 15th-day of April 2025.

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

---

Peyton Standifer, City Secretary

**AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT  
(Lund Farms)**

|                           |   |                                    |
|---------------------------|---|------------------------------------|
| <b>THE STATE OF TEXAS</b> | § |                                    |
|                           | § | <b>KNOW ALL BY THESE PRESENTS:</b> |
| <b>COUNTY OF BASTROP</b>  | § |                                    |

**THIS AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT** (“Agreement”) is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (“City”); **LUND FARM INVESTMENT LLC**, a Texas limited liability company (“Developer”); and **LUND FARM MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district of the State of Texas (the “District”), and **JUDITH ANN LUNDGREN** and **MICHAEL LUNDGREN** (collectively, “Lundgren”). In this Agreement, the City, District, Developer and Lundgren are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

**INTRODUCTION**

**WHEREAS**, the Developer currently owns approximately 569.717 acres of land that is more particularly described in **Exhibit “A-1”** attached hereto (the “Original Tract”) that is located in the extraterritorial jurisdiction of the City;

**WHEREAS**, the City and Developer previously entered into that certain Consent and Development Agreement dated effective as of October 19, 2023 (the “Original Agreement”), and the District joined the Original Agreement on August 14, 2024 at its organizational meeting after creation of the District. The Original Agreement is recorded as Document No. 2024105755 in the Official Public Records of Travis County, Texas and Document No. 202415555 of the Official Public Records of Bastrop County, Texas;

**WHEREAS**, the Original Agreement generally provides for development of the Original Tract, and further provides for the City’s consent to creation of the District encompassing the Original;

**WHEREAS**, the Developer owns or has under contract to purchase from Lundgren the two tracts of land comprising approximately 13.471 acres and 3.295 acres, respectively, more particularly described on **Exhibit “A-2”** attached hereto (the “Lundgren Property”). The Original Tract and the Lundgren Property are collectively referred to in this Agreement as the “Property”;

**WHEREAS**, the Developer desires for the District to annex the Lundgren Property into the District and further desires to develop such Lundgren Property as part of the master-planned development described in the Original Agreement;

**WHEREAS**, upon acquisition by the Developer of the Lundgren Property from Lundgren, Developer shall be the successor to Lundgren, and Lundgren shall no longer be a party to this Agreement;



**WHEREAS**, the Parties desire to amend and restate the Original Agreement to provide for the development of the Property and the City’s consent to inclusion of the entirety of the Property into the District;

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

**WHEREAS**, this Agreement supersedes and replaces the Original Agreement for all purposes.

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

## **I. DEFINITIONS**

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

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

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

**1.03** “Aqua” means Aqua Water Supply Corporation.

**1.04** “CCN” means certificate of convenience and necessity.

**1.05** “CCN Release Fee” means the payment to Aqua in order to release the Property from Aqua’s Water CCN service territory,

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

**1.07** “City Manager” means the City Manager of the City.

**1.08** “Commission” or “TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

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

**1.10** “County” means Bastrop County, Texas or Travis County, Texas, as applicable.

- 1.11** “Developer” means Lund Farm Investment LLC, or its successors and assigns under this Agreement.
- 1.12** “District” means Lund Farm Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
- 1.13** “Effective Date” means the last date of execution of the Original Agreement by the City and Developer, but all Parties must execute this Agreement in order for this Agreement to be effective.
- 1.14** “EST” means the 0.258 MG elevated storage tank to be constructed by the Developer at Developer’s expense on the EST Site, as more particularly described in **Exhibit “G”**.
- 1.15** “EST Site” means that tract of land on which the EST shall be constructed and generally described on **Exhibit “G”** attached hereto that Developer or District shall convey to City.
- 1.16** “Public Safety Services Site” shall have the meaning set forth in **Section 7.02** of this Agreement.
- 1.17** “Interceptor Lines” means the wastewater improvements that will connect the Project to the City’s Wastewater System, generally consisting of approximately 5,000 linear feet of 15-inch wastewater gravity line improvements and related appurtenances that would extend from the City’s existing wastewater facilities located in the Harvest Ridge development through Elm Creek to the southern boundary of the Property, but which does not include any portion of the lines lying within the Property, as more particularly described and depicted in **Exhibit “E”** attached hereto.
- 1.18** “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a single-family residential connection or its equivalent.
- 1.19** “Lund Road Improvements” those certain road improvements to be undertaken by Developer to the existing Lund Road located within the Property as more particularly described in Section 3.03(a) and **Exhibit “D”** attached hereto.
- 1.20** “New WWTP” means Wastewater Treatment Plant No. 2 to be constructed by the City.
- 1.21** “Off-Site Water Transmission Line Improvements” means the 12-inch diameter off-site water transmission line improvements to connect the Property to the City’s water system, as more particularly described in **Exhibit “F”** attached hereto.
- 1.22** “Off-Site Wastewater Conveyance Line Improvements” means the 15-inch diameter off-site wastewater conveyance line improvements to connect the Elm Creek Lift Station to the City’s New WWTP, as more particularly described in the TRC report dated September 7, 2022.
- 1.23** “On-Site Facilities” means all water, wastewater and drainage facilities internal to the Property that are necessary for service to the Property specifically excluding the Interceptor Line.
- 1.24** “Petition” means the Developer’s request to the City for consent to creation of the District.
- 1.25** “Project” shall have the meaning set forth in the Recitals of this Agreement.

**1.26** “Property” means: (i) the approximate 569.717-acre tract of real property more particularly described in **Exhibit “A-1”** attached hereto; and (ii) the approximate 13.471-acre and approximate 3.295-acre tracts of real property more particularly described in **Exhibit “A-2”** attached hereto.

**1.27** “Strategic Partnership Agreement” means the Strategic Partnership Agreement to be entered into by the City and the District.

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

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

**1.30** “Water Project” means the water improvements that will connect the Project to the City’s Water System or that are otherwise required to be constructed in order for the City to provide wholesale water services to the District, generally consisting of the Off-Site Transmission Line Improvements and the EST, as more particularly described and depicted in **Exhibit “F”**.

## **II. CREATION OF DISTRICT AND RELATED MATTERS**

**2.01 Consent to Creation of District and Annexation of Lands.** The Parties acknowledge that the Developer previously requested the City’s consent to creation of the District to encompass the Original Lands, that the City granted its consent, and that the Texas Commission on Environmental Quality (“TCEQ”) approved the creation of the District by Order dated August 5, 2024. The City’s prior consent to creation of the District shall remain in effect for all purposes. The City acknowledges receipt of Developer’s request, in accordance with Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code, for inclusion of the Lundgren Property into the District. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit H** consenting to the inclusion of all of the Property, including the Lundgren Property, within the District (the “Consent Resolution”). The City agrees that the Consent Resolution will constitute and evidence the City’s consent to the inclusion of all of the Property into the District, including the Lundgren Property. No further consent will be required on the part of the City to evidence the City’s consent to inclusion of the Property into the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer’s application to the Commission to create the District or any District bond sale.

**2.02 County Property Annexation.** The Property includes approximately 198.4 acres that lie outside of any city’s municipal boundaries or extraterritorial jurisdiction (“County Property”). The Developer agrees to petition the City for the inclusion of the County Property into the extraterritorial jurisdiction of the City.

**2.03 Annexation.** The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and

all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs.

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

### III. PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

**3.01 Project Description.** The Developer proposes to construct a master-planned, mixed-use, multi-phased project on the Property (the “Development”) that is projected to include approximately 1,935 single family residential units, 648 multi-family units (which may include multifamily structures up to three stories in height and detached multi-family dwelling units) and commercial development for a total of 2,580 living unit equivalents (“LUEs”). Not less than 100 acres of the Property shall be developed as public parkland and/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and approximately seven (7) linear miles of trails; (ii) approximately two (2) acres to be dedicated to the City for public safety services, (iii) approximately nine (9) acres of land designated for commercial (retail) uses, and (iv) an EST and associated site to be dedicated to the City of Elgin. Developer shall construct the park, amenity area, trail and recreational improvements in phases as subdivision platting and development of the Property progresses, and there shall be no minimum park, open space or recreational requirement in each individual subdivision phase.

The City agrees that the Project may include “Cottage Homes,” defined to be small, single-family homes arranged in and around common shared green space rather than areas designated for typical fee simple single family homes. Vehicular access to the Cottage Homes will be from the alleys or private drives and homes may have attached or detached garages. Cottage Homes may range from a minimum of 600 square feet to 1,200 square feet with condominium or fee simple lot configurations with a minimum square footage of twice the building footprint. Architecture for Cottage Homes will be harmonious with adjacent single family homes and will be limited to 5% of that total lot count.

**3.02 School Contribution.** Developer agrees, at Developer’s sole election, either to (a) dedicate a site to the City on which the City of the Elgin Independent School District (the “ISD”) will construct and operate a public school campus within the Property, of approximately twelve (12) acres in size; or (b) to pay to the City payment in an amount equal to \$200 per single family lot platted within the Property to be

used by the City for the benefit of the independent school district serving the Property. Payment shall be made prior to, and as a condition of, recording each subdivision plat within the Official Public Records of the County. In each case, the payment amount shall be equal to the \$200 multiplied by the number of single family lots (or dwelling units for multifamily development) in the subdivision plat to be recorded. The payment shall be applicable to any cottage homes located on a single family residential lot. If Developer elects to dedicate the School Site pursuant to subsection (a) above, Developer will, at the time of final platting the phase of the Development within which the School Site is located, convey the School Site to the City by warranty deed, at no cost to the City. The actual size, configuration, location and timing of dedication of the School Site, if at all, will be determined by Developer and the City. The City shall not sell or convey the School Site to any third party, other than to the ISD. Further, the School Site shall only be used for the construction and operation of a public school campus. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the School Site shall revert to Developer in the event that the ISD has not constructed and commenced operation of a pre-kindergarten and/or elementary public school campus within four (4) years of the date of conveyance from Developer to the City pursuant to this provision.

### **3.03 Developer's Road Construction Obligations.**

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

(b) County Line Road Right-of-Way Dedication. Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of County Line Road along the entirety of the Property that abuts County Line Road. The right-of-way dedication shall not exceed twenty-five feet (25') in width, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(c) Other Transportation Improvements. Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Development, particularly as it relates to the impact on State Highway 95. The TIA will consider impacts of the entire Development based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any offsite transportation improvements not identified by the TIA as it deems warranted and appropriate. It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Development. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Development on such traffic patterns as described in the TIA) of the costs associated with the design,

engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Project necessitates such improvements as set forth in the TIA.

(d) The Parties agree that streets will be required to serve the Development. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Development that are necessary to serve the Development. The District will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located therein for operation and maintenance, upon construction and dedication by the Developer. The provisions of this Section do not apply to County Line Road or Lund Road.

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

**3.04 Swimming Pool and Recreational Amenities.** As part of the Project, Developer shall fund and construct a swimming pool and recreational center amenity complex on approximately three acres of land within the Property. Upon completion of construction, the Developer may convey the facilities to the District or to a homeowners' association for ownership, operation and maintenance. Private lands and facilities conveyed to a homeowners association do not count towards the City's parklands dedication requirement.

### **3.05 Master Development Fee**

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development fee in an amount equal to \$2,969,600 (the "Master Development Fee"), to be payable partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 3.05(c) below. The District, however shall not be obliged to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible. As more particularly provided in Section 4.03 below, an increase in the number of housing units in the Development may increase the Master Development Fee.

(b) Master Development Fee Payments. The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances of timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

(c) Advance Payments. The initial \$600,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$200,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$200,000 payments shall be due and owing on the same day of each year thereafter. Each \$200,000 payment shall be credited against the Master Development Fee. These advance payments shall

be in place of the initial \$600,000 payments that would be made out of bond proceeds, such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection 3.05(b) on the initial \$6,000,000 of bond reimbursements received by Developer.

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

(a) The City will provide or contract for the provision of wholesale water utility services to the District sufficient to serve the lands uses shown on the Concept Plan, and shall specifically provide for wholesale water service to be furnished to the District as necessary to meet demands within the District as buildout progresses but not to exceed the following quantities: (i) a maximum daily flow rate of 4,829,760 gallons per day, (ii) a maximum hourly rate of 340,560 gallons per hour, or 201,240 gallons per hour and be able to meet emergency fire flow demands, whichever is less; and (iii) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the water rates pursuant to 13.043, Texas Water Code.

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

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

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

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

### **3.07 Offsite Water Transmission Line Improvements.**

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



(b) In consideration of the design, permitting and construction of the Offsite Water Transmission Line Improvements, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 2,580 LUEs of capacity in the Offsite Water Transmission Line Improvements. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Offsite Water Transmission Line Improvements as permitted by applicable law.

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

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

**3.08 EST Site.** The Developer or District shall dedicate and convey the EST Site to the City at no cost or expense to the City (provided the City shall provide water impact fee credit for the land costs in an amount equal to the Developer's purchase price, which was \$46,000 per acre). The EST Site shall be conveyed free and clear of all liens, claims and encumbrances. The EST Site shall be conveyed to the City simultaneously with conveyance of the completed EST to the City.

### **3.09 Construction of EST.**

(a) General. The Developer shall be responsible for design and construction of the EST, and Developer shall pay all costs and expenses associated therewith (unless it is oversized at the City's request). As consideration for payment of such costs and expenses, the City shall grant all applicants for service with the payment of water impact fees up to an amount equal to the total costs and expenses for the EST funded by Developer for design, permitting and construction of the EST. The total cost of the EST shall be submitted and approved by the City within thirty (30) days upon receipt of said costs, which approval shall not be unreasonably withheld, conditioned or delayed if Developer provides all requested additional information from the City.

(b) Service Limitations. The completion of the EST shall be a condition of wholesale water service by the City to the District in excess of 371 LUEs.

(c) Design. The EST shall be constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Bidding and Construction of EST. After completion of plans and specifications for the EST, the Developer will competitively advertise a contract for construction of the EST in accordance with the requirements applicable to municipal utility districts in the State of Texas.

(e) Oversizing. In the event the City requires Developer to oversize the EST, the City shall fund all such oversizing costs on a pro rata basis according to the final capacity of the oversized facilities relative to facilities that would be required for service to the Property only 258,000 gallons). The City will enter into a cost sharing agreement with Developer pursuant to which the City will reimburse Developer for the City's pro rata share of the EST costs, to be payable under the following terms as selected by Developer: (i) within thirty (30) days after Developer's payment of each pay application to the EST contractor, or (ii) on a lump sum basis upon completion and the City's final acceptance of the EST, which acceptance shall not be unreasonably delayed, withheld or conditioned.

(f) Impact Fee Credit. As more particularly specified in Section 6.06 below, the Developer shall be entitled to water impact fee credit for the costs and expenses of design, permitting and construction of the 258,000 gallons of capacity in the EST for which Developer is responsible for payment and for the value of the EST Site (calculated at Developer's acquisition costs of \$46,000 per acre), but excluding the pro rata share of any oversizing costs that are funded or reimbursed by the City.

(g) Impact Fees & Tap Fees. In consideration of Developer's payment of the EST and cost participation in the Offsite Water Transmission Lines as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which the initial final plat of a portion of the Development is approved by the City, the water impact fee and the water tap fee payable to the City for each LUE of water service to the Development will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the water impact fee and/or the water tap fee in effect at the time of City approval of the final plat of the portion of the Development to which such LUEs of water service relate, whichever is less. The water impact fee paid for each new single family residential water connection to the District's water system shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known.

**3.10 Wastewater Service.** The City shall be the wholesale wastewater service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the New WWTP and wastewater system located outside the boundaries of the District. The rates charged by the City for wholesale wastewater service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into a wholesale wastewater service agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the lands uses shown on the Concept Plan. The rates charged by the City shall

be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to 13.043, Texas Water Code.

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

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

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

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

(e) Impact Fees & Tap Fees. In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Conveyance Line as described in this Agreement, the Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City..

### **3.11 Wastewater Interceptor Line.**

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

(b) In consideration of the design, permitting and construction of the Interceptor Line, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 2,580 LUEs of capacity in the Interceptor. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Interceptor as permitted by applicable law.

(c) Upon completion of construction of Interceptor Line by Developer on behalf of the District, (a) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide wholesale service to the District as provided in this Agreement; (ii) a reservation of all capacity in those facilities for the benefit of the District; and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities

conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City, which approvals shall be based on the standards in effect as of the Effective Date of this Agreement. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide wholesale wastewater service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities.

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

### **3.12 New WWTP.**

(a) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("New WWTP"). In the interim, the Parties agree that the City will accept all wastewater generated from the Development at the City's current wastewater facilities. The parties further agree that once the New WWTP is constructed and in service that all District wastewater flow shall be diverted by the District in a timely fashion to the City's New WWTP. The Parties further agree that once the New WWTP is constructed and in operation, neither the Developer nor the District shall be responsible for the costs of modifying the City's wastewater system to divert and convey the wastewater flow generated from the Project to the New WWTP with the exception of the Off-Site Wastewater Conveyance Line.

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

(c) **New WWTP Construction Costs Payment.** Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum, regarding City of Elgin Wastewater Treatment Plant No. 2, dated September 7, 2022 from TRC Engineers, Inc. (the "City Engineer"), it is estimated that the required WWTP capacity to serve the Development at full build-out will be 0.6321 MGD. The 0.6321 MGD is the pro rata share of the WWTP attributable to the Development and payable by the Developer and/or District.

(d) **Off-Site Wastewater Conveyance Line Construction Costs Payment.** Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum by BGE (Developer's Engineer) (**Exhibit "E"**), it is estimated that the required Off-Site Wastewater Conveyance Line capacity to serve the Development at full build-out will be the equivalent of a 15-inch diameter line. The costs associated with a 15-inch line is the pro rata share of the Off-Site Wastewater Conveyance Line attributable to the

Development and payable by the Developer and/or District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 2,640 linear feet.

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

(f) Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct the New WWTP, Off-Site Wastewater Conveyance Line and the Interceptor Line with additional capacity than the required size as shown by the Wastewater Recommendation Memorandum by BGE. All additional costs to construct the New WWTP with capacity over 0.6321 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.6321 MGD in the New WWTP will be reserved for and allocated to the District or Developer on behalf of the District.

(g) The Developer's portion of the costs for the New WWTP and Off-Site Wastewater Conveyance Line construction shall be paid within 30 days of receiving an approved pay application from the City or as described in an escrow agreement entered into by the Developer and the City. The Developer on behalf of the District shall keep an escrow account or letter of credit or other security in an amount reasonably determined by the Parties to be sufficient to guarantee payment of its pro-rata share during construction. If the Developer posts a letter of credit in an amount and from a financial institution approved by the City, then the City agrees that Developer may pay for its pro rata share of costs of the New WWTP and Off-Site Wastewater Conveyance Line on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to reduce the amount of the letter of credit from time to time as requested by Developer such that remaining amount of the letter of credit reflects Developer's pro-rata share of the remaining costs of the New WWTP and Off-Site Wastewater Conveyance Line.

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

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

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

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

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

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

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

(o) Ownership of Facilities. Upon completion, the New WWTP and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.6321 MGD of capacity in the New WWTP and the equivalent capacity of a 15-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the District. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(p) City Pass Through Use of Wastewater Mains. The wastewater mains within the District are currently designed for the maximum capacity needs of only the Property. The City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers outside of the District, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements. The City shall reimburse the oversizing costs within 30 days of final completion and acceptance of the oversized facilities. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

#### IV. CONCEPT PLAN

**4.01 Phased Development.** Developer intends to develop the Property in phases. Portion of the Property not under active development may remain in use for agriculture, wildlife or open space.

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

**4.03 Amendments.** Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat

from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to five percent (5%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 3.04 hereof of \$1,600 per single-family residential lot, payable as provided for in Section 3.04.

#### **4.04 Development Review and Approval; Moratorium.**

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

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

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

## **V. DEVELOPMENT MATTERS**

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

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

**5.03 Permitted Variances to City Development Requirements.** In order to facilitate the development of the Property, the City agrees to provide variances to certain development requirements set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate



subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with **Exhibit "I"**, attached hereto and made a part hereof.

## **VI. WATER AND WASTEWATER SERVICES**

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

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

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

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

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

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

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

**6.03 Water CCN.** The Parties acknowledge that the Property is currently located within the Aqua Water CCN. Developer or the District shall pay all costs and expenses required to remove the Property from the Aqua Water CCN, including the CCN Release Fee and the costs of any petition or request filed with the Public Utility Commission of Texas to remove the Property from the Aqua Water CCN. The Parties agree that Developer may decertificate the Property from the Aqua Water CCN by filing a landowner petition for streamlined expedited release or other application for decertification.

For the Original Tract, the amount of the CCN Release Fee shall be \$2,221,893.30 (or \$3,900 per acre). In the event any additional sums must be paid by Aqua to release the Original Tract from the Aqua Water CCN, the City shall be responsible for payment of the incremental sum.

For the Lundgren Property, the amount of the CCN Release Fee shall be \$140,616.44 (or \$8,387 per acre) plus any other costs or easements as stipulated by Aqua for orphaned assets.

Subject to payment of the applicable CCN Release Fee by Developer or District, the City agrees to fully cooperate with Developer and the District to cause decertification of the Property from the Aqua Water CCN. The Developer, prior to recordation of each final plat, shall pay the City of Elgin the applicable CCN Release Fee per acre for the area within the final plat.

**6.04 Design and Construction of On-Site Facilities.** The Developer, on behalf of the District and at Developer's sole expense, shall construct all On-Site Facilities that are necessary and required to serve the Property, including the water distribution system improvements; wastewater collection system improvements; all of which such improvements shall be located within designated easements or rights of way. The On-Site Facilities will be designed and constructed in accordance with the Applicable Rules in effect as of the Effective Date of this Agreement and the Water and Wastewater Services Agreement. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other offsite improvements required to serve the Property except as provided for in this Agreement and the Water and Wastewater Services Agreement.

**6.05 Ownership, Operation and Maintenance of On-Site Facilities.**

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

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

**6.06 Water Impact Fees.**

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

(b) The City agrees to credit all water service connections within the Property with the payment of water impact fees in an amount equal to the total costs and expenses funded by the Developer for the EST (including design, permitting and construction and the value of the EST Site) but excluding costs and

expenses reimbursed by the City in the event the City requests oversizing of the EST. For purposes of administering the water impact fee credit, all water service connections within the Property shall be credited with the payment of water impact fees until the Developer completes construction of the EST. After completion of construction of the EST, the final amount of monies paid by the Developer for the EST shall be calculated. If for any reason the total amount of monies paid by Developer exceeds the impact fee credit available based on the final number of lots within the Property and land use, then the City shall be under no obligation to reimburse the extra costs paid by the Developer but acknowledges that the District may reimburse Developer for such costs that are not credited by the City.

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

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

**6.07 Offsite Real Property Acquisition.** If Developer is unable to acquire any real property interests located outside the boundaries of the Property required for any water or wastewater facilities after using good faith efforts to do so and after providing the City with written notice, the City shall acquire the offsite real property interests, using its powers of eminent domain if necessary, at Developer's sole cost and expense; subject to the terms and conditions set forth herein. In connection therewith, the City agrees to use good faith efforts to acquire interim possession and use rights that allow Developer to access the properties and proceed with construction of the offsite water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the offsite real property interests, documenting its good faith efforts to secure the real property interests (including but not limited to offers, counteroffers, positions of the parties, valuation documentation, etc.), and confirming its intent to construct the facilities, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the offsite real property interests. Developer shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer shall pay all costs and expenses incurred by the City relating to the acquisition of the offsite real property interests, including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within thirty (30) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer.

## VII. PARKLAND, PUBLIC SAFETY SERVICES

**7.01 Parkland, Greenbelt and Trails.** As part of the Project, the Developer shall set aside and dedicate lands within the Property for public open space/greenbelt/recreational use as depicted in the Concept Plan.

The greenbelt area shall be improved to include trailheads, benches, hiking trails and not less than seven parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit “J”**. The greenbelt lands and related improvements shall be dedicated to the District for ownership, operation and maintenance as public parkland. Developer will receive a 100% credit against the City’s parkland dedication requirements for all lands dedicated to the District and located outside FEMA-designated floodplain, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required provided the Developer meets the minimum public parkland dedication requirements in effect as of the Effective Date of this Agreement.

**7.02 Public Safety Services Site.** Developer agrees to dedicate to the City a public safety services site of two (2) acres in size, as generally depicted on the Concept Plan (the “Public Safety Services Site”). Developer will, at the time of final platting the phase of the Development within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

## **VIII. LIMITED PURPOSE ANNEXATION**

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

## **IX. AUTHORITY AND VESTING OF RIGHTS.**

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

**9.02 Vesting of Rights.** The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several years. Likewise, the Developer recognizes the City’s need over time to modify its existing

development regulations in response to the requirements of a growing City. As a result, Developer shall have statutory authority to develop the Property in accordance with the terms of this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code. This Agreement shall constitute the first permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code.

## **X. TERM, TERMINATION, AMENDMENT**

**10.01 Term.** The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years unless, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

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

### **10.03 Assignment.**

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

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

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

### **10.04 Cooperation; Approvals.**

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

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

#### **10.05 Remedies for Default.**

(a) If the City defaults under this Agreement, Developer may enforce the Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City’s consent to the creation of the District.

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

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

### **XI. GENERAL PROVISIONS**

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

**ELGIN:**

City of Elgin  
P.O. Box 591  
Elgin, Texas 78621  
Attn: City Manager

With required Copy to:

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

**DEVELOPER:**

Lund Farm Investment LLC  
40 East 94<sup>th</sup> Street, Apartment 26A  
New York, New York 10128

**DISTRICT:**

Lund Farm MUD  
c/o McLean & Howard, LLP  
4301 Bull Creek Road, Suite 150  
Austin, Texas 78731  
Attn: Tony Corbett

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

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

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

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

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

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

**11.06 Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge

that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or any consistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

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

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

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

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

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



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

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

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

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

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

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

- Exhibit A-1 - Description of Original Tract**
- Exhibit A-2- Description of Lundgren Property**
- Exhibit B - Intentionally Omitted**
- Exhibit C - Concept Plan**
- Exhibit D - Description of Lund Road Improvements**
- Exhibit E - Description of Interceptor**
- Exhibit F - Description of Water Project**
- Exhibit G - EST Site**

|                    |                                           |
|--------------------|-------------------------------------------|
| <b>Exhibit H -</b> | <b>Form of Consent Resolution</b>         |
| <b>Exhibit I -</b> | <b>Variances to City Development Code</b> |
| <b>Exhibit J -</b> | <b>Parks Plan</b>                         |

**11.15 Effect on Original Agreement.** Upon execution of this Agreement by all Parties, the Original Agreement shall be of no further force and effect.

**11.16 Lundgren Property.** Lundgren is executing this Agreement, as the owners of the Lundgren Property, to acknowledge their consent to inclusion of the Lundgren Property in this Agreement and shall have no obligations hereunder. Upon acquisition by the Developer of the Lundgren Property from Lundgren, the Developer shall be deemed the successor to Lundgren under this Agreement for all purposes, and Lundgren shall no longer be a party to this Agreement.

## **XII.**

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

**ATTEST:**

**CITY OF ELGIN:**

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
                                             §  
COUNTY OF \_\_\_\_\_ §

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

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**DEVELOPER:**

**LUND FARM INVESTMENT LLC**, a Texas limited liability company

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of LUND FARM INVESTMENT LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**DISTRICT:**

**LUND FARM MUNICIPAL UTILITY DISTRICT**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ and  
\_\_\_\_\_, as \_\_\_\_\_ and  
\_\_\_\_\_, respectively, of Lund Farm Municipal Utility District, a  
conservation and reclamation district of the State of Texas, on behalf of said strict.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

By execution below, Judith Ann Lundgren and Michael Lundgren acknowledge that this Agreement shall be binding upon the Lundgren Property.

LUNDGREN:

\_\_\_\_\_  
Judith Ann Lundgren

\_\_\_\_\_  
Michael Lundgren

ACKNOWLEDGEMENTS

STATE OF TEXAS                      §

COUNTY OF BASTROP              §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Judith Ann Lundgren.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                      §

COUNTY OF BASTROP              §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Lundgren.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

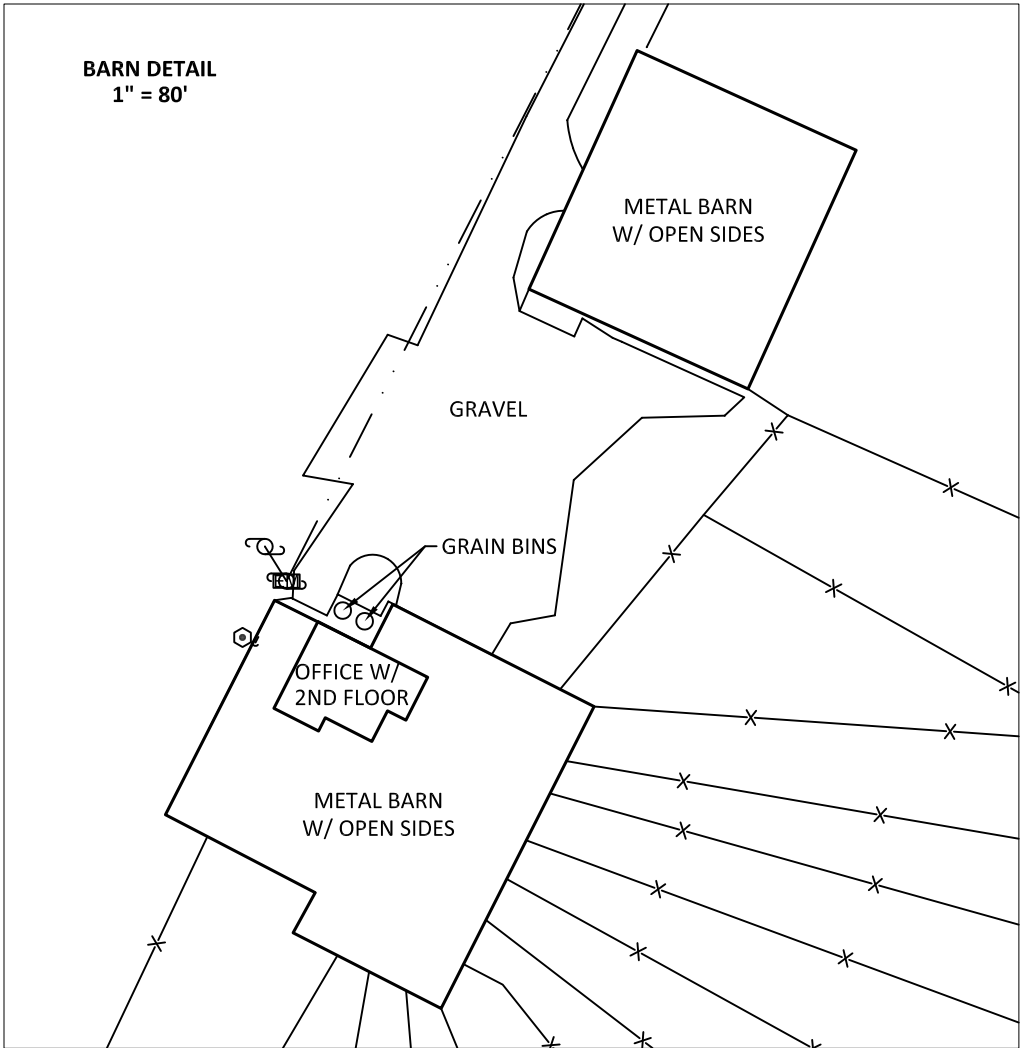
**EXHIBIT “A-1” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**DESCRIPTION OF ORIGINAL LUND FARM TRACT**

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

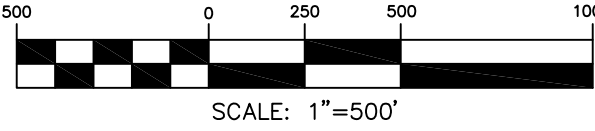
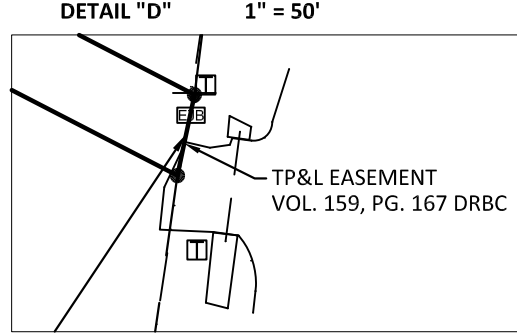
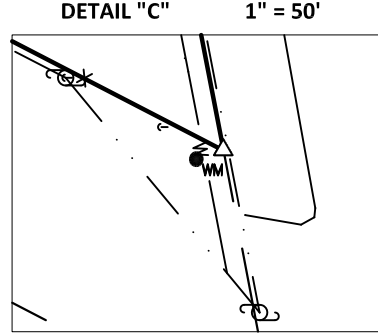
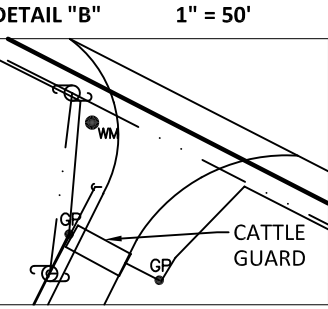
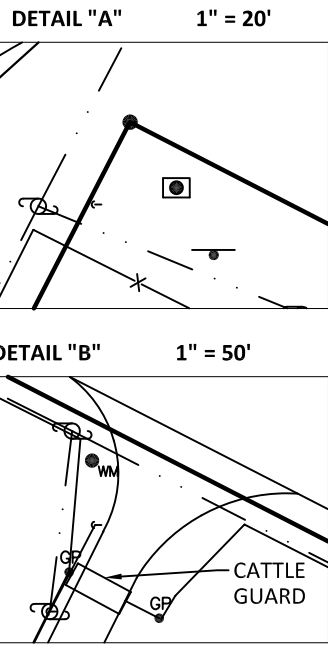


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.  
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

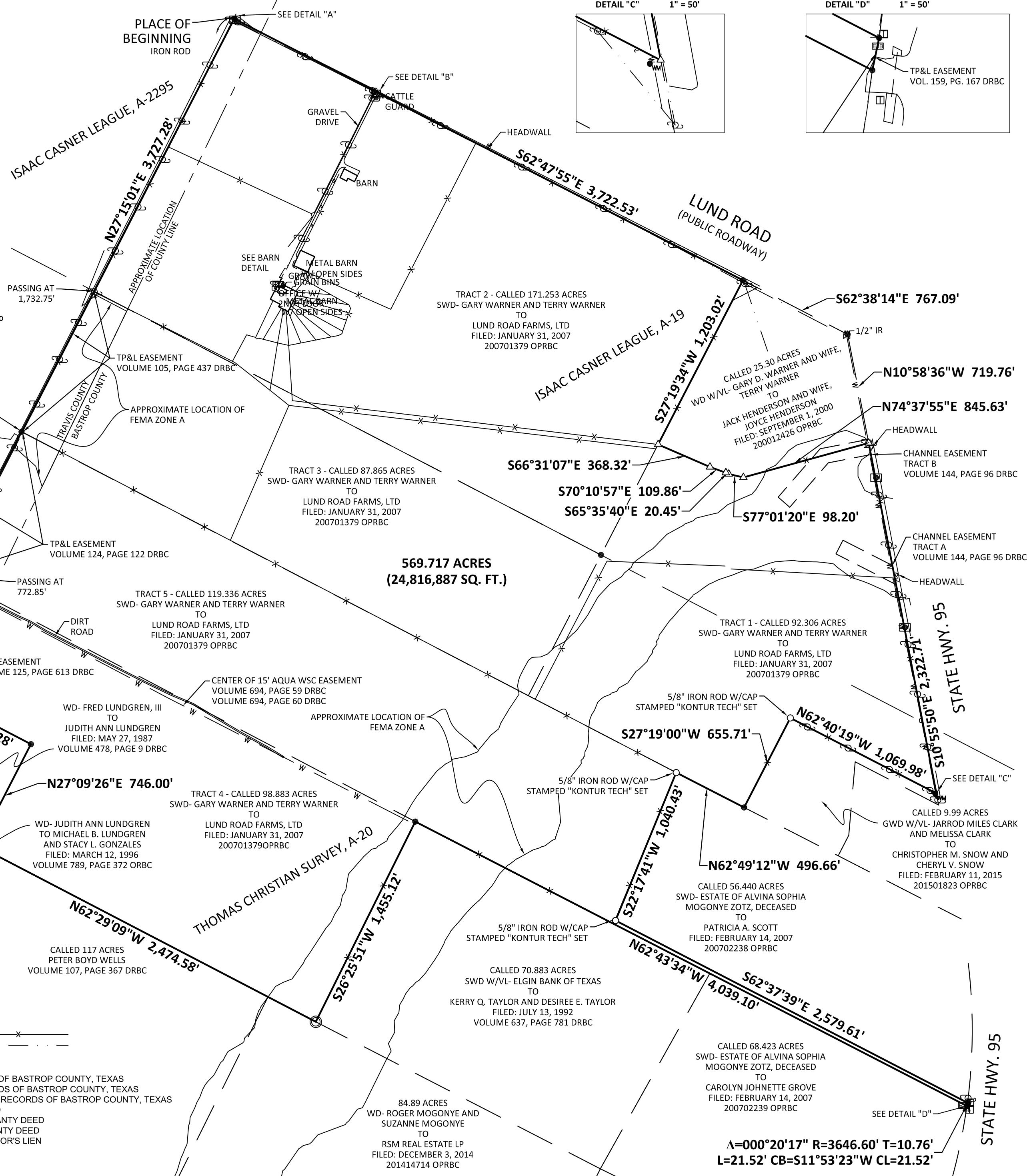
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

*Corey J. Hall*  
COREY J. HALL, RPLS  
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
  - 3/4 INCH IRON PIPE FOUND
  - ⊕ ELECTRIC METER
  - ⚡ METAL FENCE POST FOUND
  - △ FIBER OPTIC CABLE MARKER
  - ⊙ GATE POST
  - ⊙ GUY ANCHOR
  - ⊙ MANHOLE (TELEPHONE)
  - ⊙ POWER POLE
  - ⊙ WATER METER
  - ⊙ EXISTING FENCE
  - ⊙ OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
  - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
  - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
  - WD = WARRANTY DEED
  - GWD = GENERAL WARRANTY DEED
  - SWD = SPECIAL WARRANTY DEED
  - W/VL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

| NO. | DATE     | REVISIONS                  | BY  | DRAWN BY:   | CJH       |
|-----|----------|----------------------------|-----|-------------|-----------|
| 1   | 10/13/20 | LABELED EASEMENTS/ROADWAYS | CJH | CHECKED BY: | CJH       |
| 2   | 10/4/21  | UPDATE TITLE               | BRC | DATE:       | 08/28/20  |
|     |          |                            |     | SCALE:      | 1" = 500' |
|     |          |                            |     | JOB NO.:    | 4040.001  |



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM  
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974



**THE STATE OF TEXAS§**  
**COUNTIES OF BASTROP & TRAVIS§**

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

**THENCE**, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

**THENCE**, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

**THENCE**, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

**THENCE**, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

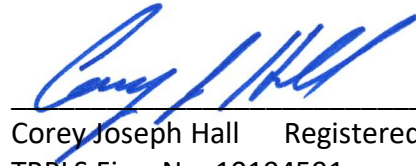
**THENCE**, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

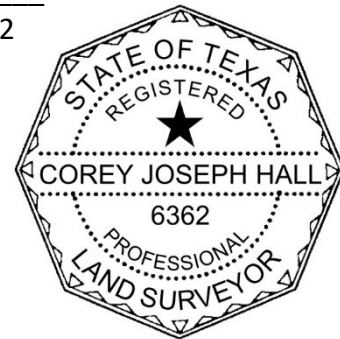
**THENCE**, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

**THENCE**, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.



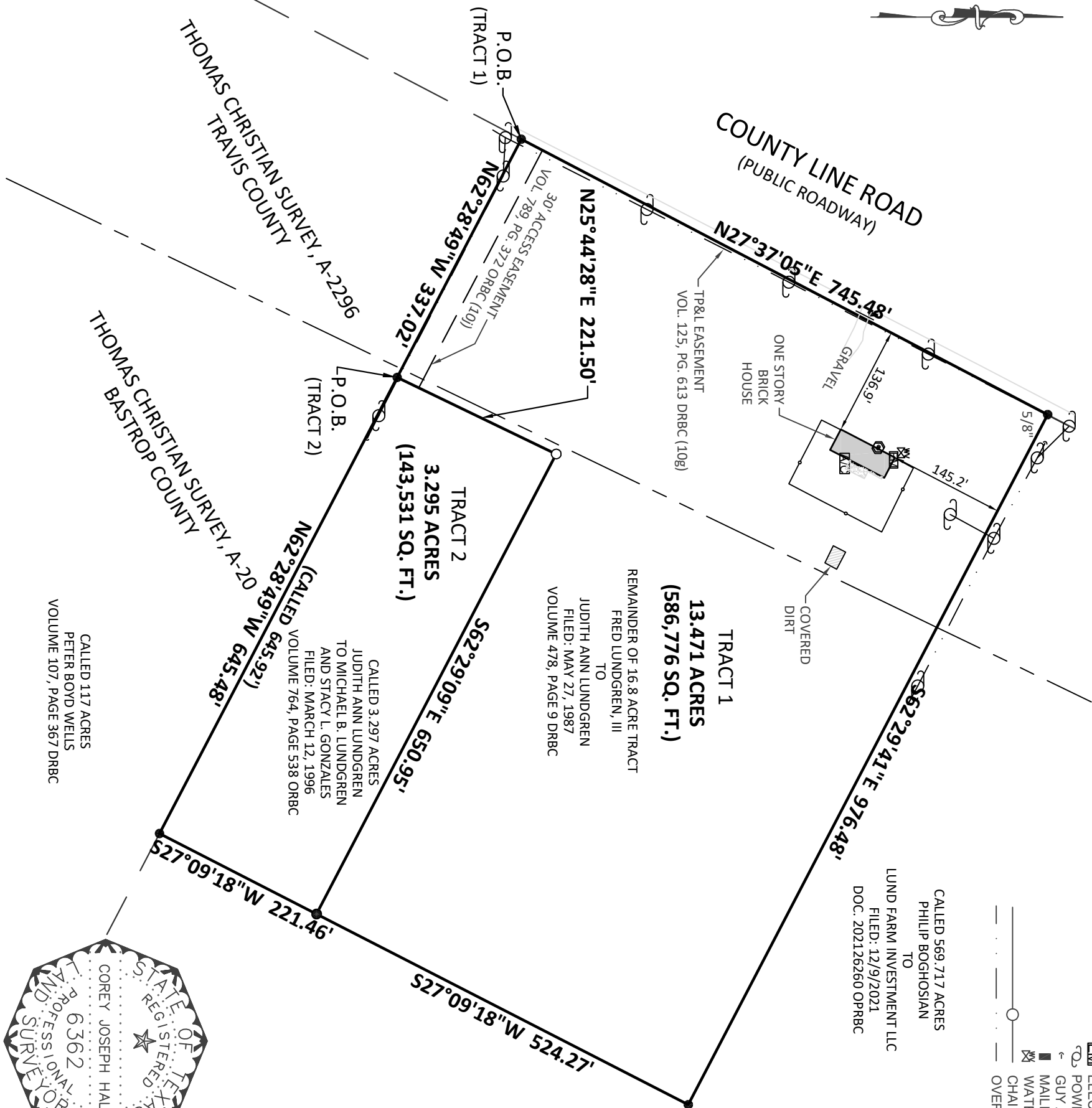
Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



**EXHIBIT “A-2” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**DESCRIPTION OF LUNDGREN PROPERTY**

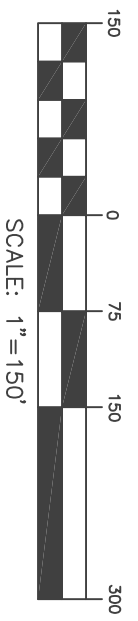
BEING TWO TRACTS OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, A-2296, IN TRAVIS COUNTY, TEXAS, AND THE THOMAS CHRISTIAN SURVEY, A-20, IN BASTROP COUNTY, TEXAS BEING THE REMAINDER OF A CALLED 168 ACRE TRACT CONVEYED FROM FRED LUNDGREN, III TO JUDITH ANN LUNDGREN, FILED MAY 27, 1987 AND RECORDED IN VOLUME 478, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND ALL OF THE CALLED 3.297 ACRE TRACT CONVEYED FROM JUDITH ANN LUNDGREN TO MICHAEL B. LUNDGREN AND STACY L. GONZALES, FILED MARCH 12, 1996 AND RECORDED IN VOLUME 764, PAGE 538 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS



- LEGEND**
- 1/2 INCH IRON ROD FOUND
  - 5/8 INCH IRON ROD SET
  - ◻ A/C UNIT
  - ◻ CLEANOUT
  - ◻ ELECTRIC METER
  - ◻ POWER POLE
  - ◻ GUY ANCHOR
  - ◻ MAIL BOX
  - ◻ WATER VALVE
  - ◻ CHAIN LINK FENCE
  - ◻ OVERHEAD ELECTRIC

**ABBREVIATIONS**

DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS  
ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS  
P.O.B. = POINT OF BEGINNING



CALLED 569.717 ACRES  
PHILIP BOGHOSIAN  
TO  
LUND FARM INVESTMENT LLC  
FILED: 12/9/2021  
DOC. 202126260 OPRBC

**NOTES:**

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **INDEPENDENCE TITLE**, G.F. NO. **2432519-ELG**, EFFECTIVE DATE: **AUGUST 14, 2024**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
  - BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- SCHEDULE B ITEMS (10):
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT DATED MARCH 12, 1949 TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOL. 125, PG. 613 DRBC. **AFFECTS SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 59 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 60 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - 30' ACCESS EASEMENT RECORDED IN VOL. 789, PG. 372 ORBC. **AFFECTS SUBJECT PROPERTY**

**TO: INDEPENDENCE TITLE**  
**RE: LUND FARM INVESTMENT LLC**

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **OCTOBER 14, 2024**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48453C0320H**, **EFFECTIVE SEPTEMBER 26, 2008**, AND FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48021C0025E**, EFFECTIVE **JANUARY 19, 2006**, THE SUBJECT TRACT IS LOCATED IN **ZONE "X"**, WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



*Corey Joseph Hall*  
COREY JOSEPH HALL, RPLS  
TEXAS REGISTRATION NO. 6362

|                      |                  |
|----------------------|------------------|
| DRAWN BY: BRC        | DATE: 10/14/2024 |
| JOB NO.: 4309.002.00 | SCALE: 1" = 150' |
|                      | SHEET 1 OF 1     |

**LAND TITLE SURVEY**  
15219 COUNTY LINE ROAD  
ELGIN, TEXAS

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TEL: (512) 360-0012    TBPELS REGISTRATION #10194591

**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 1**

Being a 13.471 acre (586,776 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 13.471 acre tract being part of the called 16.8 acre tract conveyed from Fred Lundgren, III to Judith Ann Lundgren, dated May 27, 1987 and recorded in Volume 478, Page 9 of the Deed Records of Bastrop County (DRBC), and said 13.471 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 13.471 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road, and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°37'05" East, with the East line of County Line Road and the West line of said 16.8 acre tract, a distance of 745.48 feet, to a 5/8 inch iron rod found for a corner in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northwest corner of said 16.8 acre tract and the herein described tract;

**THENCE**, with the West line of said 569.717 acre tract as follows:

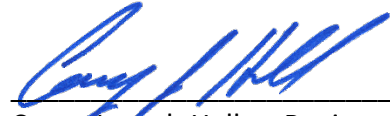
1. South 62°29'41" East, a distance of 976.48 feet, to a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract and the herein described tract;
2. South 27°09'18" West, a distance of 524.27 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found for the Northeast corner of a called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County, Texas, and marking the Southeast corner of the herein described tract, from which 1/2 inch iron rod found for the Southeast corner of said 16.8 acre tract bears South 27°09'18" West, a distance of 221.46 feet;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 62°29'09" West, a distance of 650.95 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of said 3.297 acre tract;

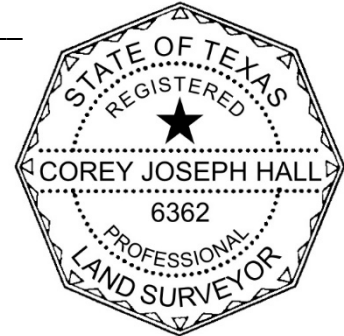
2. South 25°44'28" West, a distance of 221.50 feet, to a 1/2 inch iron rod found in the South line of said 16.8 acre tract, the North line of said 117 acre tract, and marking the Southwest corner of said 3.297 acre tract;

**THENCE**, North 62°28'49" West with the common line of said 16.8 acre tract and said 117 acre tract, a distance of 337.02 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 13.471 acres (586,776 square feet) of land, more or less.



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Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591





**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 2**

Being a 3.295 acre (143,531 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 3.295 acre tract being all of the called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, dated March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County (ORBC), and said 3.295 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.295 acre tract being more fully described as follows:

**COMMENCING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Southwest corner of a 30' access easement recorded in Volume 789, Page 372 ORBC, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road;

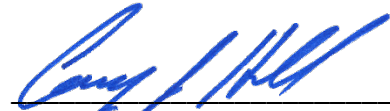
**THENCE**, South 62°28'49" East with the South line of said 16.8 acre tract and said access easement, and the North line of said 117 acre tract, a distance of 337.02 feet, to a 1/2 inch iron rod found for the Southeast corner of said access easement, and marking **POINT OF BEGINNING** and Southwest corner of the herein described tract;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 25°44'28" East, a distance of 221.50 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the herein described tract;
2. South 62°29'09" East, a distance of 650.95 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found in the East line of said 16.8 acre tract, in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northeast corner of the herein described tract, from which a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract bears North 27°09'18" East, a distance of 524.27 feet;

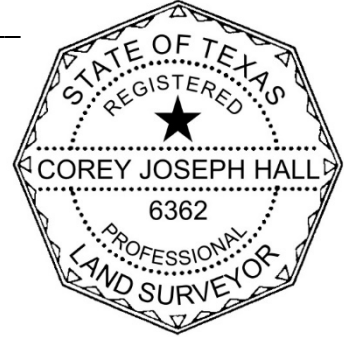
**THENCE**, South 27°09'18" West, with the West line of said 569.717 acre tract, a distance of 221.46 feet, to a 1/2 inch iron rod found in the North line of said 117 acre tract, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°28'49" West, with the North line of said 117 acre tract, a distance of 645.48 feet (called 645.92 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 3.295 acres (143,531 square feet) of land, more or less.



---

Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591

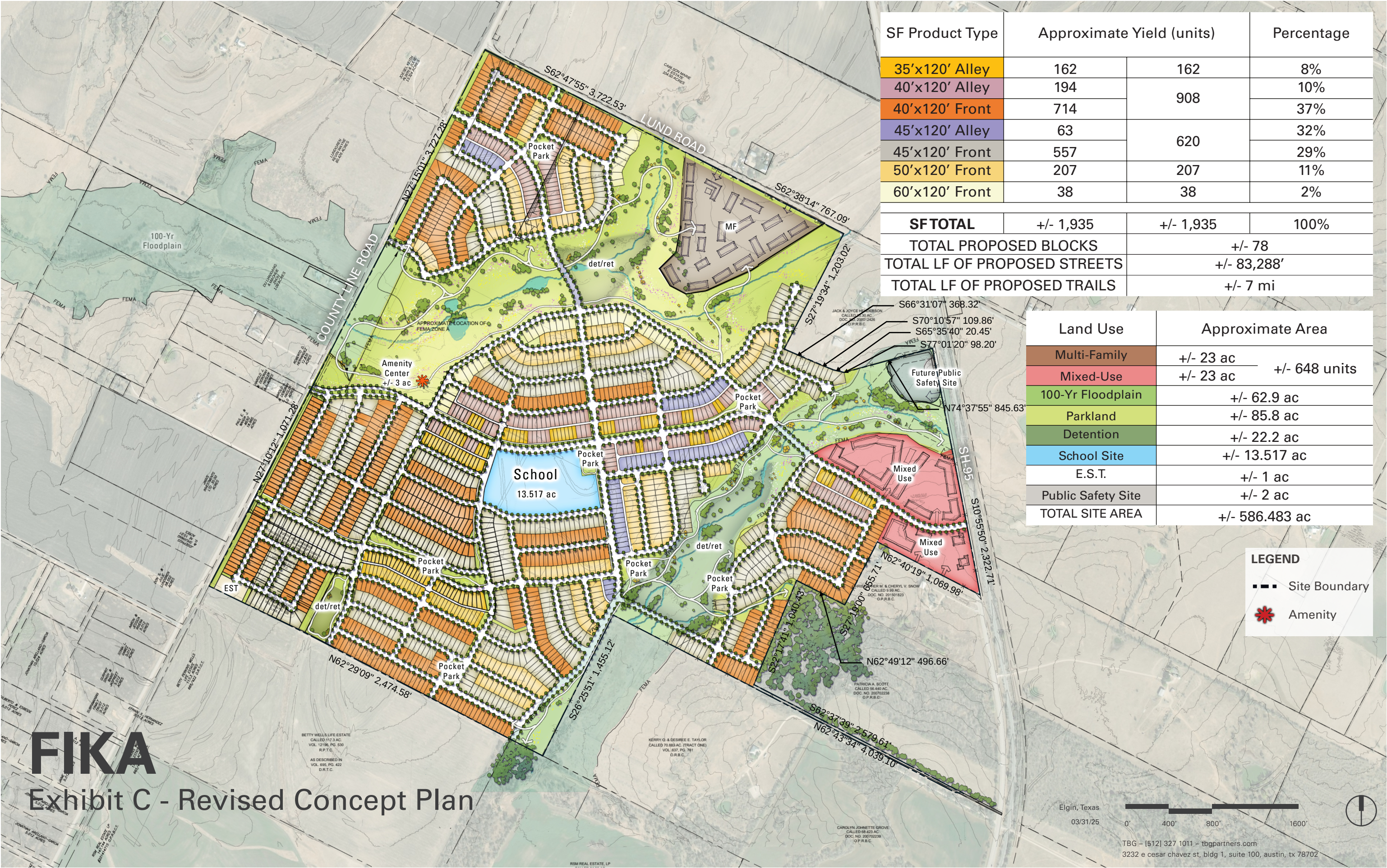


**EXHIBIT “B” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**[Intentionally Omitted]**

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





| SF Product Type              | Approximate Yield (units) |             | Percentage |
|------------------------------|---------------------------|-------------|------------|
| 35'x120' Alley               | 162                       | 908         | 8%         |
| 40'x120' Alley               | 194                       |             | 10%        |
| 40'x120' Front               | 714                       | 620         | 37%        |
| 45'x120' Alley               | 63                        |             | 32%        |
| 45'x120' Front               | 557                       | 207         | 29%        |
| 50'x120' Front               | 207                       |             | 11%        |
| 60'x120' Front               | 38                        | 38          | 2%         |
| SFTOTAL                      | +/- 1,935                 | +/- 1,935   | 100%       |
| TOTAL PROPOSED BLOCKS        |                           | +/- 78      |            |
| TOTAL LF OF PROPOSED STREETS |                           | +/- 83,288' |            |
| TOTAL LF OF PROPOSED TRAILS  |                           | +/- 7 mi    |            |

| Land Use           | Approximate Area |               |
|--------------------|------------------|---------------|
| Multi-Family       | +/- 23 ac        | +/- 648 units |
| Mixed-Use          | +/- 23 ac        |               |
| 100-Yr Floodplain  | +/- 62.9 ac      |               |
| Parkland           | +/- 85.8 ac      |               |
| Detention          | +/- 22.2 ac      |               |
| School Site        | +/- 13.517 ac    |               |
| E.S.T.             | +/- 1 ac         |               |
| Public Safety Site | +/- 2 ac         |               |
| TOTAL SITE AREA    | +/- 586.483 ac   |               |

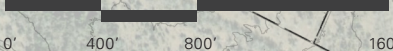
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Exhibit C - Revised Concept Plan

LEGEND

Site Boundary

Amenity



TBG - [512] 327 1011 - tbgpartners.com  
3232 e cesar chavez st, bldg 1, suite 100, austin, tx 78702



**EXHIBIT “D” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**DESCRIPTION OF LUND ROAD IMPROVEMENTS**

The existing right-of-way for Lund Road is approximately 60 feet. Developer will dedicate public right-of-way to the County for the expansion of Lund Road along the entirety of the Property that abuts Lund Road. The right-of-way dedication shall not exceed forty feet (40') in width (1/2 of a total 80' right of way) and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses or as required for the construction of turn lanes. The exact street cross section and improvements that would be provided by the Developer are to be confirmed through negotiations with the City/County based upon the approved Traffic Impact Analysis. However, turn lanes are required at the two (2) street connections and at the two (2) driveway connections associated with the multi-family portion of the development.

**EXHIBIT “E” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**DESCRIPTION OF INTERCEPTOR LINE**

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



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Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)  
TBPELS 2946

PROJECT: Lund Farms

SUBJECT: Offsite Wastewater Interceptor

CLIENT: Blossoms Development

DATE: October 30, 2024

GEI NO.: 11752

EXHIBITS:

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

PREPARED BY: Chris Rawls, P.E.

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

## 1. BACKGROUND

Blossoms Development has purchased two tracts of land totaling 586.337-acres (cumulatively, the *Project*) located west of SH-95 and east of County Line Road, approximately 1.75 miles north of the intersection with FM 1100, partially in the ETJ of Elgin, TX. The project is anticipated to contain up to 1,935 new single-family homes, multi-family, mixed-use, a public safety site, an amenity center, pocket parks, and a substantial amount of open space/parkland. A Concept Plan of the Project has been provided in **Exhibit A**. In order to service the development, a new wastewater interceptor is necessary to be designed and constructed from the south end of the development to the City's infrastructure located within the Harvest Ridge Development. Included herein and attached are supporting calculations in **Exhibit B** and a preliminary interceptor route in **Exhibit C** for the proposed wastewater main.

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

## 2. WASTEWATER CAPACITY AND SIZING



See **Exhibit B** for calculation details.

Standards and Assumptions Used:

- TCEQ Wastewater Flow Criteria
  - 245 GPD of wastewater flow per connection
  - Infiltration Rate at 750 GPD per acre
  - Design considerations for worst case under peak weather flows.
- a. Lund Farms (586 acres): 1621.20 gpm PWWF (2,580 LUEs)  
Proposed 15" Main (at 0.35% slope) 85% capacity = 2,297 gpm PWWF

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

The City of Elgin is proposing to construct a Wastewater Treatment Plant #2. The Lund Farms development is projected to have an overall capacity need of 0.6321 MGD and will ultimately contribute to the regional Wastewater Treatment Plant #2. Lund Farms will pay pro-rata share of the wastewater treatment plan improvement costs to the City. The pro rata share of improvement costs will be equivalent to the 0.6321 MGD needs of the development as a percentage of the overall capacity of the Wastewater Treatment Plant #2.

4. SUMMARY

The above information is based on the current conceptual lot count of a maximum 2,580 living equivalent connections planned for the Lund Farms project. The assumptions follow typical design practices often recognized by both City of Austin and/or TCEQ for local District projects. Capacity shares will be calculated with more precision as development progresses through design phase entitlements, including current construction costs, available bid information, and to be based on jurisdictionally approved construction plans.

This information is being presented for review and further discussions related to the topics presented. Should you have any question, please feel free to reach me at 512-680-1563 or by email at [crawls@grayengineeringinc.com](mailto:crawls@grayengineeringinc.com)

Sincerely,



Chris Rawls, P.E.

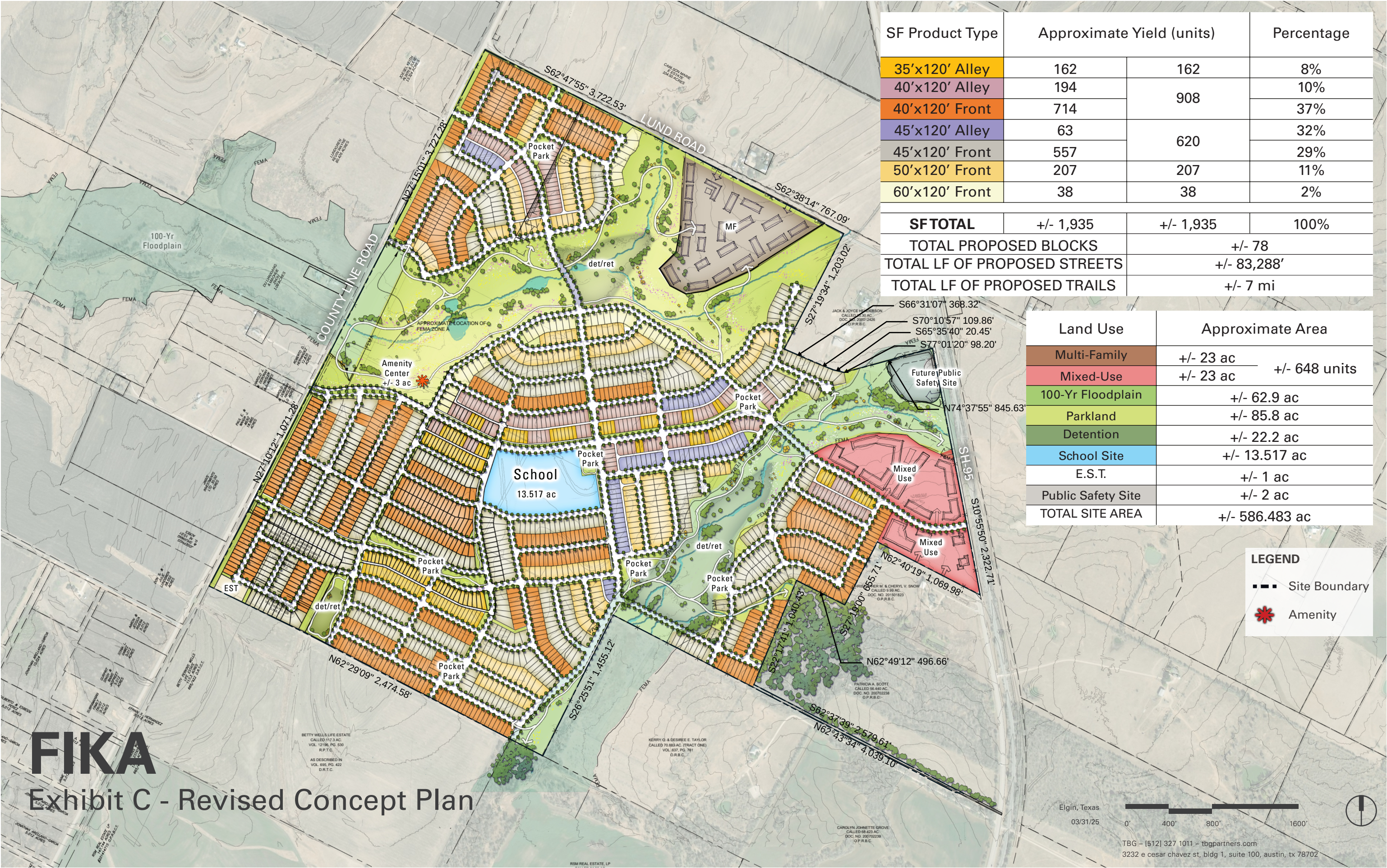


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**Exhibit A**  
**Concept Plan**





| SF Product Type              | Approximate Yield (units) |             | Percentage |
|------------------------------|---------------------------|-------------|------------|
| 35'x120' Alley               | 162                       | 162         | 8%         |
| 40'x120' Alley               | 194                       | 908         | 10%        |
| 40'x120' Front               | 714                       |             | 37%        |
| 45'x120' Alley               | 63                        | 620         | 32%        |
| 45'x120' Front               | 557                       |             | 29%        |
| 50'x120' Front               | 207                       | 207         | 11%        |
| 60'x120' Front               | 38                        | 38          | 2%         |
| SFTOTAL                      | +/- 1,935                 | +/- 1,935   | 100%       |
| TOTAL PROPOSED BLOCKS        |                           | +/- 78      |            |
| TOTAL LF OF PROPOSED STREETS |                           | +/- 83,288' |            |
| TOTAL LF OF PROPOSED TRAILS  |                           | +/- 7 mi    |            |

| Land Use           | Approximate Area |               |
|--------------------|------------------|---------------|
| Multi-Family       | +/- 23 ac        | +/- 648 units |
| Mixed-Use          | +/- 23 ac        |               |
| 100-Yr Floodplain  | +/- 62.9 ac      |               |
| Parkland           | +/- 85.8 ac      |               |
| Detention          | +/- 22.2 ac      |               |
| School Site        | +/- 13.517 ac    |               |
| E.S.T.             | +/- 1 ac         |               |
| Public Safety Site | +/- 2 ac         |               |
| TOTAL SITE AREA    | +/- 586.483 ac   |               |

LEGEND

Site Boundary

Amenity

FIKA

Exhibit C - Revised Concept Plan





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## **EXHIBIT B**

### **OFFSITE WASTEWATER INTERCEPTOR CAPACITY CALCULATIONS**



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| OFFSITE WASTEWATER INTERCEPTOR CAPACITY CALCULATIONS |            |                 |             |                    |                    |                 |        |                |            |             |           |            |                    |             |                    |             |                       |
|------------------------------------------------------|------------|-----------------|-------------|--------------------|--------------------|-----------------|--------|----------------|------------|-------------|-----------|------------|--------------------|-------------|--------------------|-------------|-----------------------|
| LINE #                                               | FROM       | TO              | DESCRIPTION | PIPE DIAMETER (IN) | UPSTREAM SLOPE (%) | TOTAL # OF LUEs | F      | PEAKING FACTOR | PDWF (GPM) | TOTAL ACRES | I/I (GPM) | PWWF (GPM) | DEPTH OF PDWF (IN) | PDWF % FULL | DEPTH OF PWWF (IN) | PWWF % FULL | VELOCITY (FULL, FT/S) |
| WW-A                                                 | LUND FARMS | TREATMENT POINT | WW LINE A   | 15                 | 0.35%              | 2580            | 438.96 | 3.00           | 1315.99    | 586         | 305.2083  | 1621.20    | 8.3                | 55.3%       | 9.5                | 63.3%       | 4.41                  |

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

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

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

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

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

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

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

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

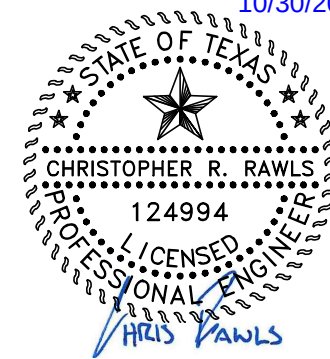
PDWF % Full = Tested in FlowMaster to ensure that PDWF pipe capacity does not exceed 65% - (based on City of Austin Utility Criteria Manual 2.9.4.B.2.a)

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

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

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

10/30/2024



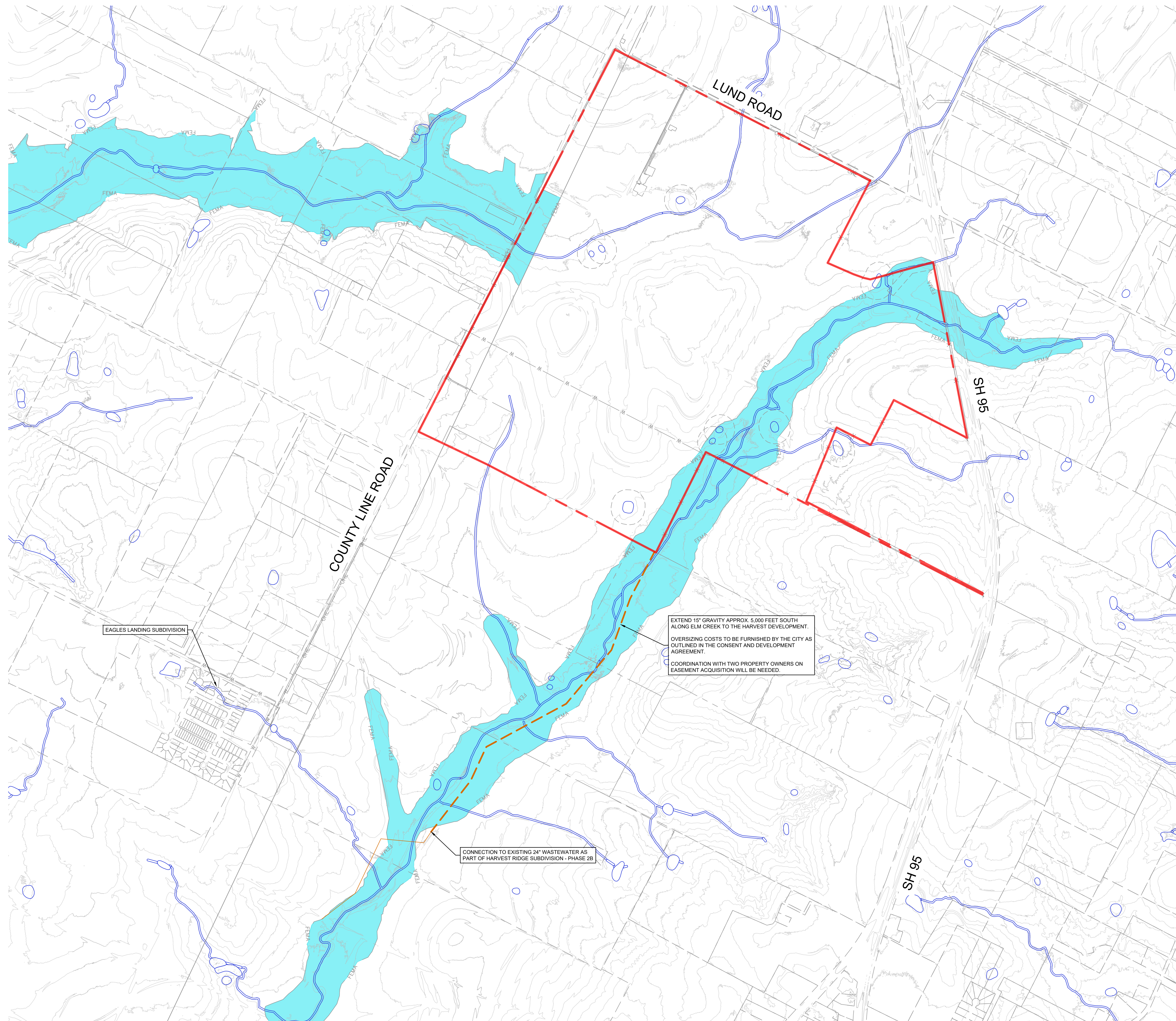


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## EXHIBIT C

### PRELIMINARY ROUTE FOR PROPOSED WASTEWATER MAIN





NOTE:  
THE BOUNDARY OF WATERWAY BUFFER ZONES SHALL  
COINCIDE WITH THE BOUNDARIES OF THE FULLY DEVELOPED  
100-YEAR FLOODPLAIN AS MODIFIED BY ANY PROPOSED  
IMPROVEMENTS. THE FULLY DEVELOPED 100-YEAR FLOODPLAIN  
WILL BE ESTABLISHED BY AN ENGINEERING STUDY REVIEWED  
AND APPROVED BY STAFF.

 PROPERTY BOUNDARY  
 OFFSITE WASTEWATER LINE  
 FEMA FLOODPLAIN  
 WETLANDS  
 5' CONTOURS

SCALE: 1" = 600'

GRAPHIC SCALE IN FEET



A horizontal graphic scale bar with alternating black and white segments. Below the bar are numerical labels: 0, 300', 600', and 1200'.



SHEET OF

PROJECT NO: 11752

EXHIBIT E - OFFSITE WASTEWATER

# LUND ROAD FARMS CONSENT AND DEVELOPMENT AGREEMENT

[illegible]

**GRAY**  
**ENGINEERING**

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Suite 140  
Austin, Texas 78759  
(512)452-0371  
FAX(512)454-9933  
TBP&S FIRM #2946





## **Attachment D**

Elgin WWTP No.2 Report by TRC (September 2022)





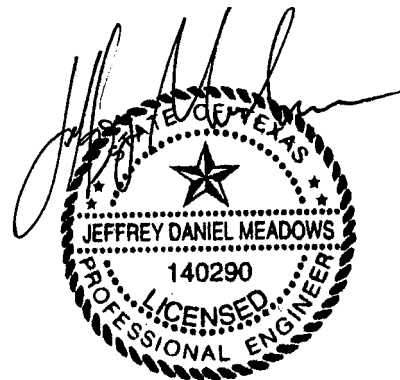
## CITY OF ELGIN

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# WASTEWATER TREATMENT PLANT NO.2

**SEPTEMBER 2022**

09/07/2022



**Prepared By:**  
TRC Engineering, Inc.  
T.B.P.E. Firm No. F-8632  
TRC Project No. 486501

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## APPENDICES

Exhibit A – Watershed & CCN Boundaries

Exhibit B – Development Map & Home Counts

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

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

## 1.0 INTRODUCTION

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

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

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

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

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

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

## 1.1 WASTEWATER FLOWS

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

## 2.0 WILLOW CREEK AND ELM CREEK WATERSHEDS

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

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

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

## 3.0 ELM CREEK WATERSHED

### 3.1 EXISTING LAND CONDITIONS

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

**Table 3.1**  
**Elm Creek Watershed**

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

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

### 3.2 EXISTING SEWER PRODUCTION

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

**Table 3.2**  
**Flows Entering Elm Creek Lift Station**

| Average Flow                 |       | Peak Flow (GPM) <sup>(2)</sup> |
|------------------------------|-------|--------------------------------|
| (gallons/day) <sup>(1)</sup> | (GPM) |                                |
| 330,000                      | 230   | 920                            |

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

<sup>(2)</sup>Represents four times the average flow.

### 3.3 FUTURE PRODUCTION WITHIN CCN

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

**Table 3.3**  
**Proposed & Under Construction Developments Within Elm Creek Watershed**

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

<sup>(1)</sup> From Impact Fee Study.

<sup>(2)</sup> People per home times avg. production of 100 gallons per person per day.

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



### 3.4 FUTURE SEWER PRODUCTION WITHIN ENTIRE WATERSHED

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

**Table 3.4**  
**Elm Creek Entire Watershed Year 2047**

| <b>Approx. Residential Units</b> | <b>Flow per Residential Unit GPD <sup>(1)</sup></b> | <b>Average Flow (MGD)</b> | <b>Peak Flow (MGD)</b> |
|----------------------------------|-----------------------------------------------------|---------------------------|------------------------|
| 9,236                            | 246                                                 | 2.27                      | 9.09                   |

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

### 3.5 FUTURE SEWER TRUNK LINE TO SERVE ELM CREEK WATERSHED

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

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

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

### 3.6 ELM CREEK LIFT STATION

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

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

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

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

### 3.7 SUMMARY

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

## 4.0 WILLOW CREEK WATERSHED

### 4.1 EXISTING LAND CONDITIONS

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

**Table 4.1**  
**Willow Creek Watershed**

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

## 4.2 EXISTING SEWER PRODUCTION

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

## 4.3 IMMEDIATE SEWER NEEDS “BRICKSTON DEVELOPMENT”

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

**Table 4.2**  
**Brickston Development**

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

<sup>(1)</sup> From Impact Fee Study

<sup>(2)</sup> People per home times avg. waste of 100 gallons per person per day

<sup>(3)</sup> From preliminary Brickston Development Plans

<sup>(4)</sup> Travis County recommended values

## 4.4 FUTURE PRODUCTION WITHIN CCN

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

**Table 4.3**  
**Willow Creek (CCN Area) year 2047**

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

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

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

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

## 4.5 FUTURE PRODUCTION WITHIN ENTIRE WATERSHED

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

**Table 4.4**  
**Willow Creek Entire watershed year 2047**

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

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

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

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

## 4.6 SEWER TRUNK LINE TO SERVE BRICKSTON DEVELOPMENT

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

**Table 4.5**  
**21" Trunk Line Opinion of Probable Construction Cost**

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

#### 4.7 SEWER TRUNK LINE TO SERVE WILLOW CREEK WATERSHED

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

**Table 4.6**  
**27" Trunk Line Opinion of Probable Construction Cost**

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

#### 4.8 SUMMARY

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

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

## 5.0 WASTEWATER TREATMENT PLANT

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

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

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

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

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

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

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

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

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

## 5.2 OPTION 2: PLANT SIZED FOR DEVELOPMENT WITH ADDITIONAL CAPACITY

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



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

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

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

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

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

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

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

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

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

## 6.0 CONCLUSIONS

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

**Table 6.1**  
**Construction Scenarios to Satisfy Wastewater Projections**

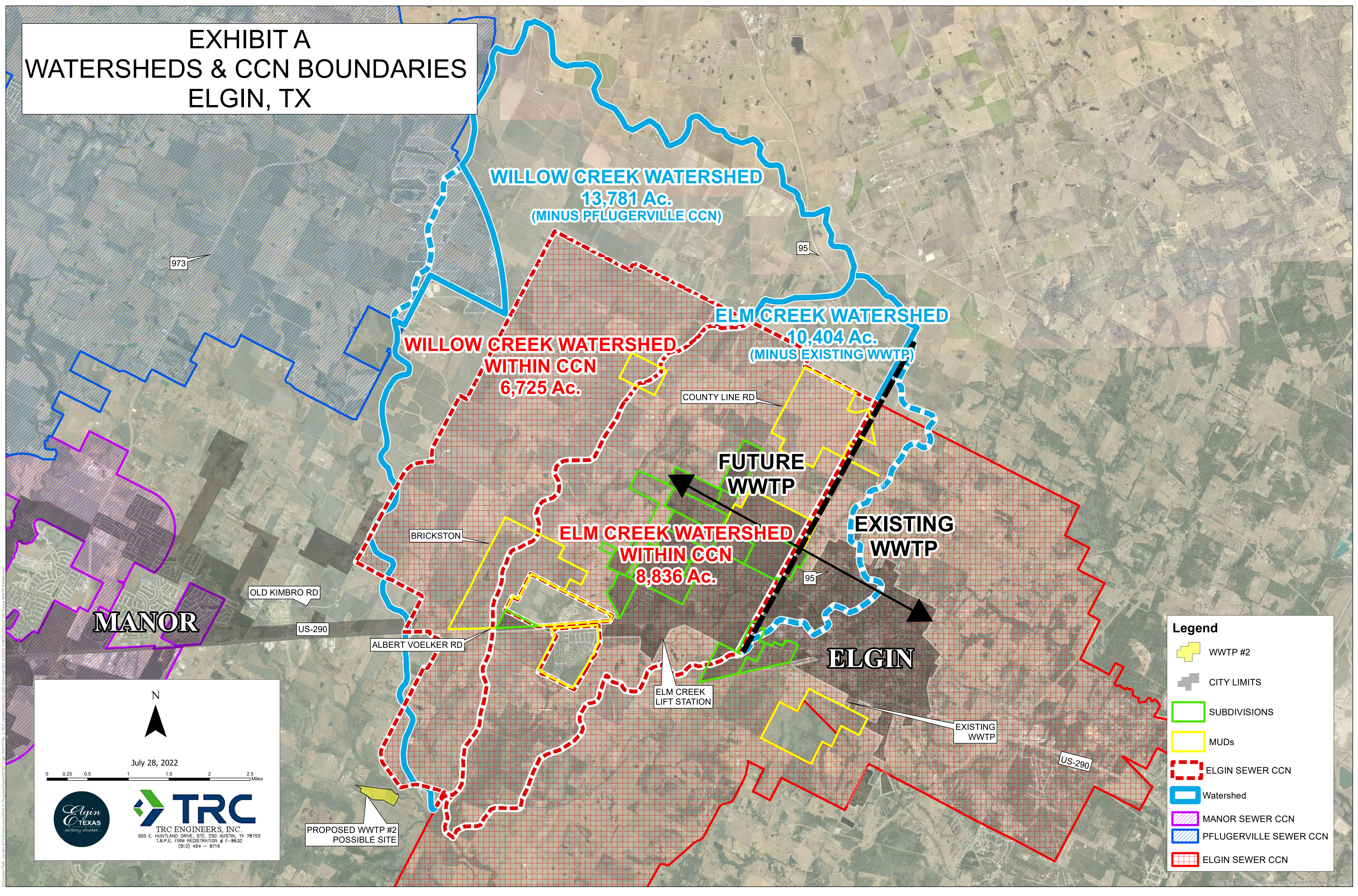
| Description                                                     | Subtotal            |
|-----------------------------------------------------------------|---------------------|
| <b>OPTION 1 (Serves Brickston with Minimal Excess Capacity)</b> |                     |
| 1.0 MGD Wastewater Treatment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

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

# **Exhibit A**



EXHIBIT A  
WATERSHEDS & CCN BOUNDARIES  
ELGIN, TX



**Legend**

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



## **Exhibit B**



# EXHIBIT B RESIDENTIAL DEVELOPMENTS AND LOTS ELGIN, TX

WILLOW CREEK WATERSHED  
13,781 Ac.

ELM CREEK WATERSHED  
10,404 Ac.

**Legend**

**BUILT OUT SUBDIVISIONS & DEVELOPMENTS**

COUNTY LINE.....

683 LOTS

CRESCENT VILLAGE APARTMENTS.....

152 UNITS

ELGIN MEADOWS.....

92 LOTS

MUD 14 PHASE 1.....

683 LOTS

SARATOGA FARMS.....

257 LOTS

SHENANDOAH.....

375 LOTS

WESTWIND.....

321 LOTS

**NEW SUBDIVISIONS & DEVELOPMENTS**

PEPPERGRASS.....

272 LOTS

HOMESTEAD UNITS 1 & 2.....

475 LOTS

ELGIN ROLLING MEADOWS.....

21 LOTS

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

275 LOTS

**SUBDIVISIONS UNDER CONSTRUCTION**

HARVEST RIDGE.....

1171 LOTS

MUD 14.....

1108 LOTS

TRINITY RANCH.....

1716 LOTS

**PROPOSED SUBDIVISIONS & DEVELOPMENTS**

BRICKSTON.....

2,021 LOTS & 476 UNITS\*\*

BURLESON CREEK ESTATES.....

29 LOTS

CANO.....

8 LOTS

CREEKS CROSSING.....

287 LOTS

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

215 LOTS

EAGLES LANDING PHASE 5.....

215 LOTS

LARSON TRACT.....

840 LOTS

BRIARWOOD.....

774 LOTS

LUND FARMS.....

2,000 LOTS\*

POTH TRACT.....

106 LOTS

RAILHEAD.....

229 LOTS

STONE CREEK RANCH.....

407 UNITS

WATERSHED

\* ESTIMATED BY DEVELOPERS

\*\* DEVELOPMENT AGREEMENT

N

July 28, 2022

0 0.25 0.5 1 1.5 Miles

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

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

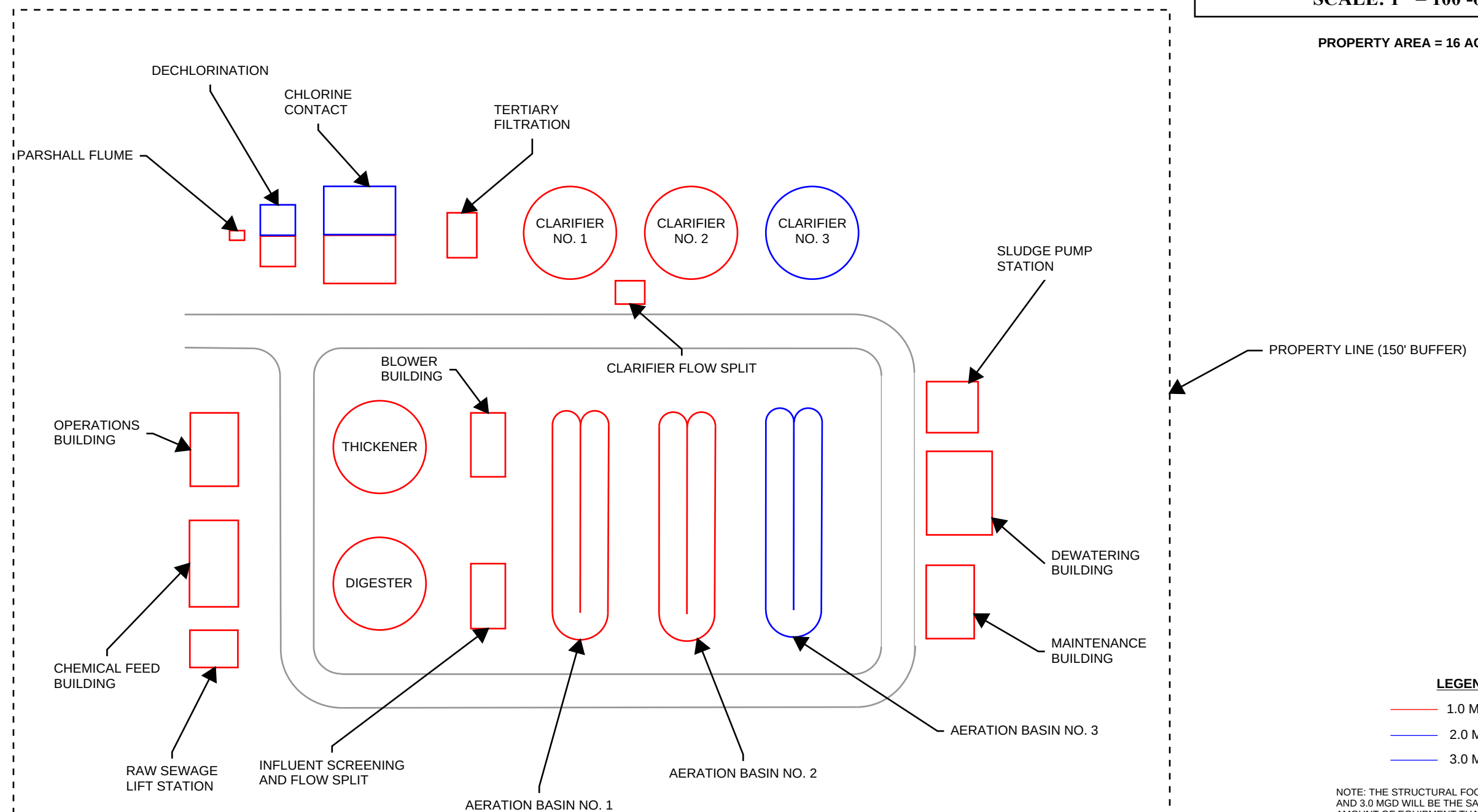


## **Exhibit C**



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

PROPERTY AREA = 16 ACRES



**LEGEND**

- 1.0 MGD
- 2.0 MGD
- 3.0 MGD

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

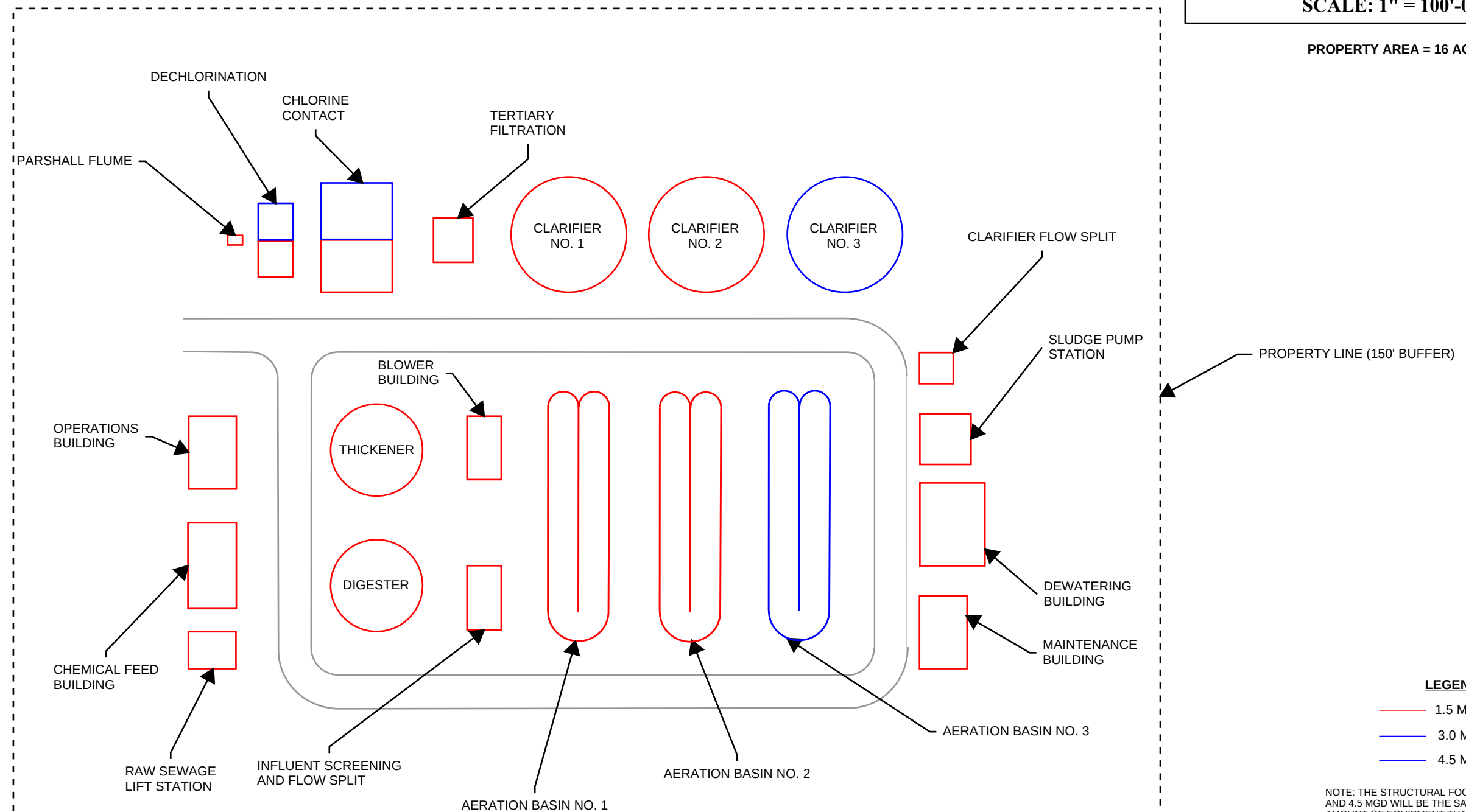


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## **Exhibit D**

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

PROPERTY AREA = 16 ACRES



**LEGEND**

- 1.5 MGD
- 3.0 MGD
- 4.5 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 3.0 MGD AND 4.5 MGD WILL BE THE SAME, HOWEVER, THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 3.0 MGD THAN FOR 4.5 MGD.



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

**EXHIBIT “F” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

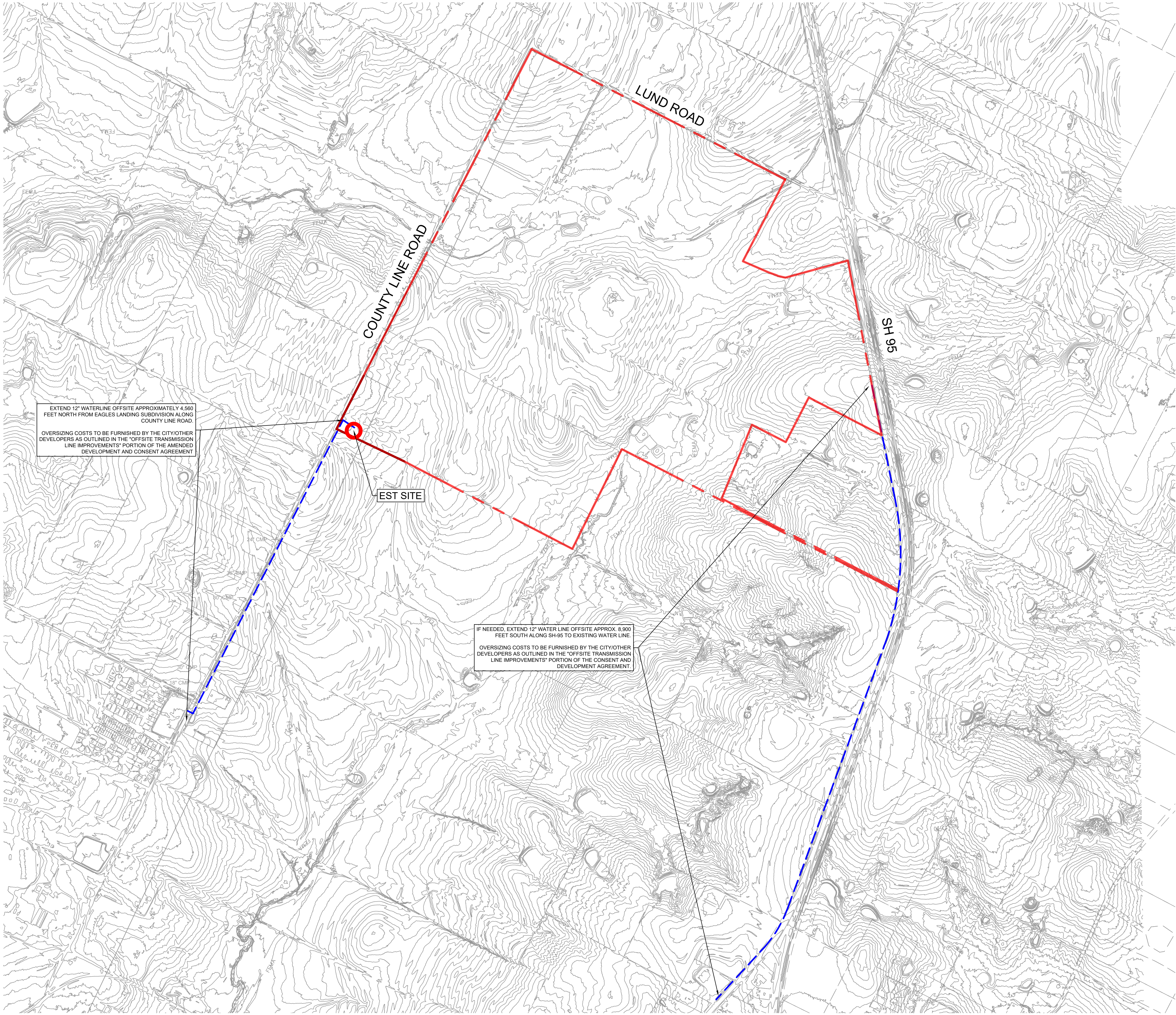
**DESCRIPTION OF WATER PROJECT**

1. The EST shall be located on the EST Site as shown in Exhibit “G”.
2. The Offsite Water Transmission Line will connect to Eagles Landing and run north along County Line Road to tie into the proposed development. Additionally, the Offsite Transmission Line will connect the District back south to an existing City water line along SH-95, if needed, as shown in the exhibit. The opportunity for the City to oversize any infrastructure is as described in the Development Agreement.

See Attached Diagram depicting the location and size of the Offsite Water Transmission Line.



H:\PROJECTS\1728 - BLOSSOMS DEVELOPMENT\11752 - FKA PHASE 1\CAD\EXHIBITS\LUND EST SITE CONNECTIONS.DWG DATE: 3/21/2025 1:23:51 PM BY: CRAWLS



- PROPERTY BOUNDARY
- OFFSITE WATER TRANSMISSION LINE
- EXISTING CONTOURS (2')
- FEMA
- FEMA 100-YR FLOODPLAIN

SCALE: 1" = 300'  
GRAPHIC SCALE IN FEET



|                                                                                                                                                                                               |    |              |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|----------------------|
| PROJECT NO: 11752                                                                                                                                                                             |    | SHEET 1 OF 1 |                      |
| EXHIBIT F - OFFSITE TRANSMISSION LINE IMPROVEMENTS                                                                                                                                            |    |              |                      |
| LUND ROAD FARMS<br>AMENDED DEVELOPMENT<br>AND CONSENT AGREEMENT                                                                                                                               |    |              |                      |
| NO.                                                                                                                                                                                           | BY | DATE         | REVISION DESCRIPTION |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
|                                                                                                                                                                                               |    |              |                      |
| <div><div>8834 N. Capital of Texas Hwy.<br/>Suite 140<br/>Austin, Texas 78759<br/>(512) 452-0371<br/>FAX (512) 454-9933<br/>TBPELS FRM #2946</div><div><div>GRAY</div>ENGINEERING</div></div> |    |              |                      |



**EXHIBIT “G” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**EST SITE**





| SF Product Type              | Approximate Yield (units) |             | Percentage |
|------------------------------|---------------------------|-------------|------------|
| 35'x120' Alley               | 162                       | 162         | 8%         |
| 40'x120' Alley               | 194                       | 908         | 10%        |
| 40'x120' Front               | 714                       |             | 37%        |
| 45'x120' Alley               | 63                        | 620         | 32%        |
| 45'x120' Front               | 557                       |             | 29%        |
| 50'x120' Front               | 207                       | 207         | 11%        |
| 60'x120' Front               | 38                        | 38          | 2%         |
| SFTOTAL                      | +/- 1,935                 | +/- 1,935   | 100%       |
| TOTAL PROPOSED BLOCKS        |                           | +/- 78      |            |
| TOTAL LF OF PROPOSED STREETS |                           | +/- 83,288' |            |
| TOTAL LF OF PROPOSED TRAILS  |                           | +/- 7 mi    |            |

| Land Use           | Approximate Area |               |
|--------------------|------------------|---------------|
| Multi-Family       | +/- 23 ac        | +/- 648 units |
| Mixed-Use          | +/- 23 ac        |               |
| 100-Yr Floodplain  | +/- 62.9 ac      |               |
| Parkland           | +/- 85.8 ac      |               |
| Detention          | +/- 22.2 ac      |               |
| School Site        | +/- 13.517 ac    |               |
| E.S.T.             | +/- 1 ac         |               |
| Public Safety Site | +/- 2 ac         |               |
| TOTAL SITE AREA    | +/- 586.483 ac   |               |

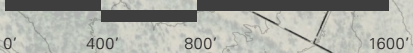
LEGEND

Site Boundary

Amenity

FIKA

EXHIBIT G - EST SITE



TBG - [512] 327 1011 - tbgpartners.com  
3232 e cesar chavez st, bldg 1, suite 100, austin, tx 78702



**EXHIBIT “H” TO AMENDED AND RESTATED CONSENT AND DEVELOPMENT  
AGREEMENT**

**FORM OF CONSENT RESOLUTION**



RESOLUTION NO. R-\_\_\_\_\_ - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE INCLUSION OF LAND  
WITHIN LUND FARM MUNICIPAL UTILITY DISTRICT**

**WHEREAS**, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract of real property being more particularly described by metes and bounds and by sketch in Exhibit "A" attached hereto (the "Property"), into the boundaries of Lund Farm Municipal Utility District (the "District");

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

**WHEREAS**, all of the Property is located within the extraterritorial jurisdiction of the City;

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

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

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

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

Section 2. The Mayor and City Secretary are authorized to execute any documents necessary to effectuate this Resolution.

Section 3. The City Council of the City further states that it has not relinquished any rights, duties or powers relating to its extraterritorial jurisdiction, and while the City consents to the inclusion of the Property into the District, the City does not release any lands from its extraterritorial jurisdiction.

Section 4. This Resolution shall become effective from and after the date of its passage.

Section 5. This Resolution shall have no effect on any prior resolution adopted by the City Council consenting to creation of the District or the inclusion of any real property into the District.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary  
(SEAL)

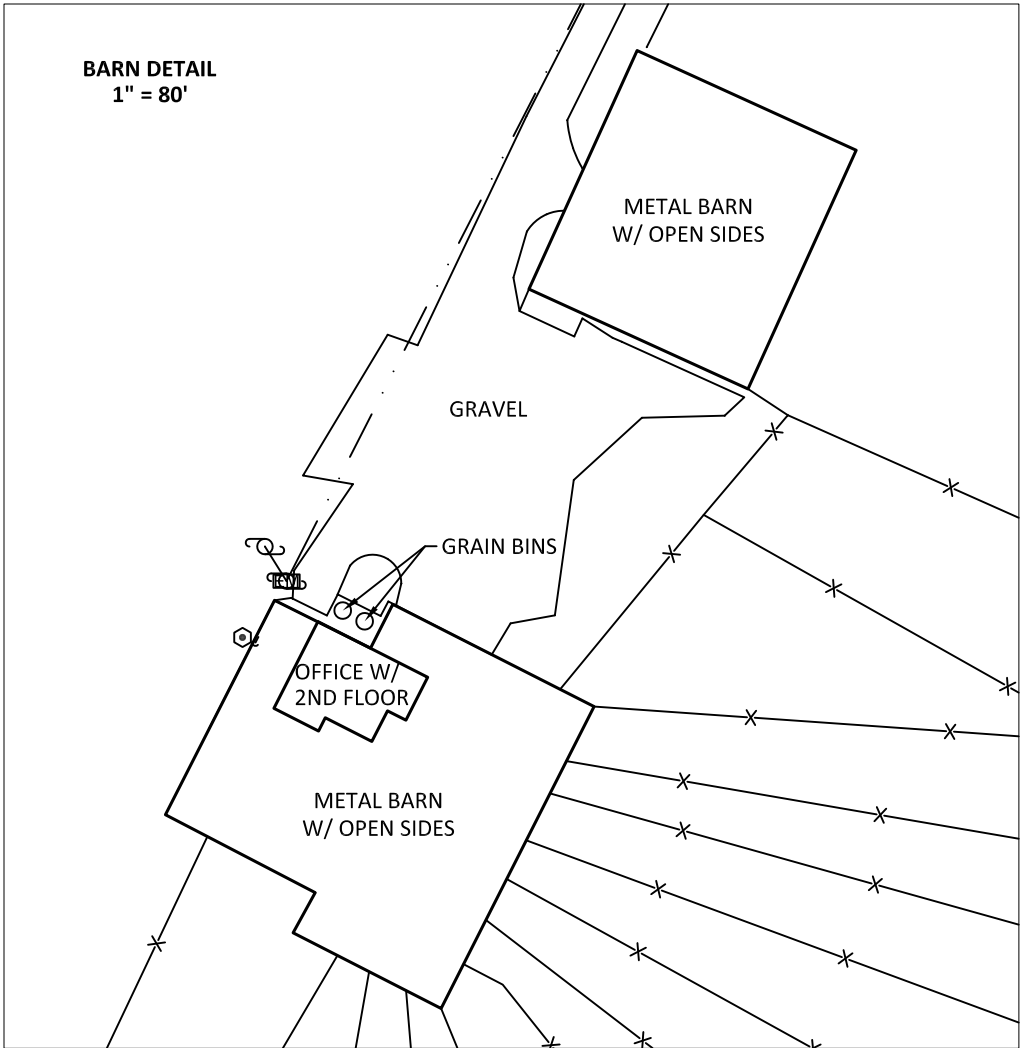
**Exhibit "A" to Consent Resolution**

**Description of Property**

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY HERITAGE TITLE COMPANY OF AUSTIN, INC., G.F. NO. 202103847, EFFECTIVE DATE: SEPTEMBER 13, 2021. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

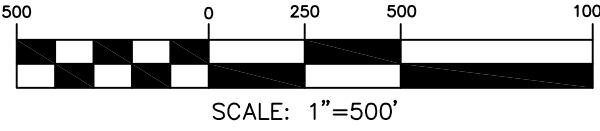
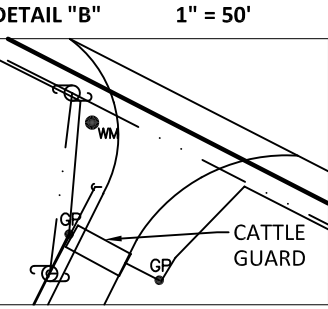
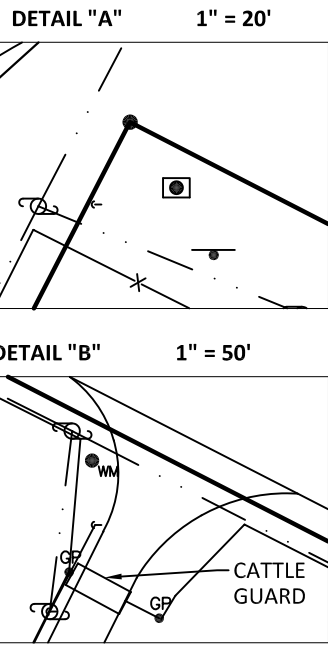


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.  
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

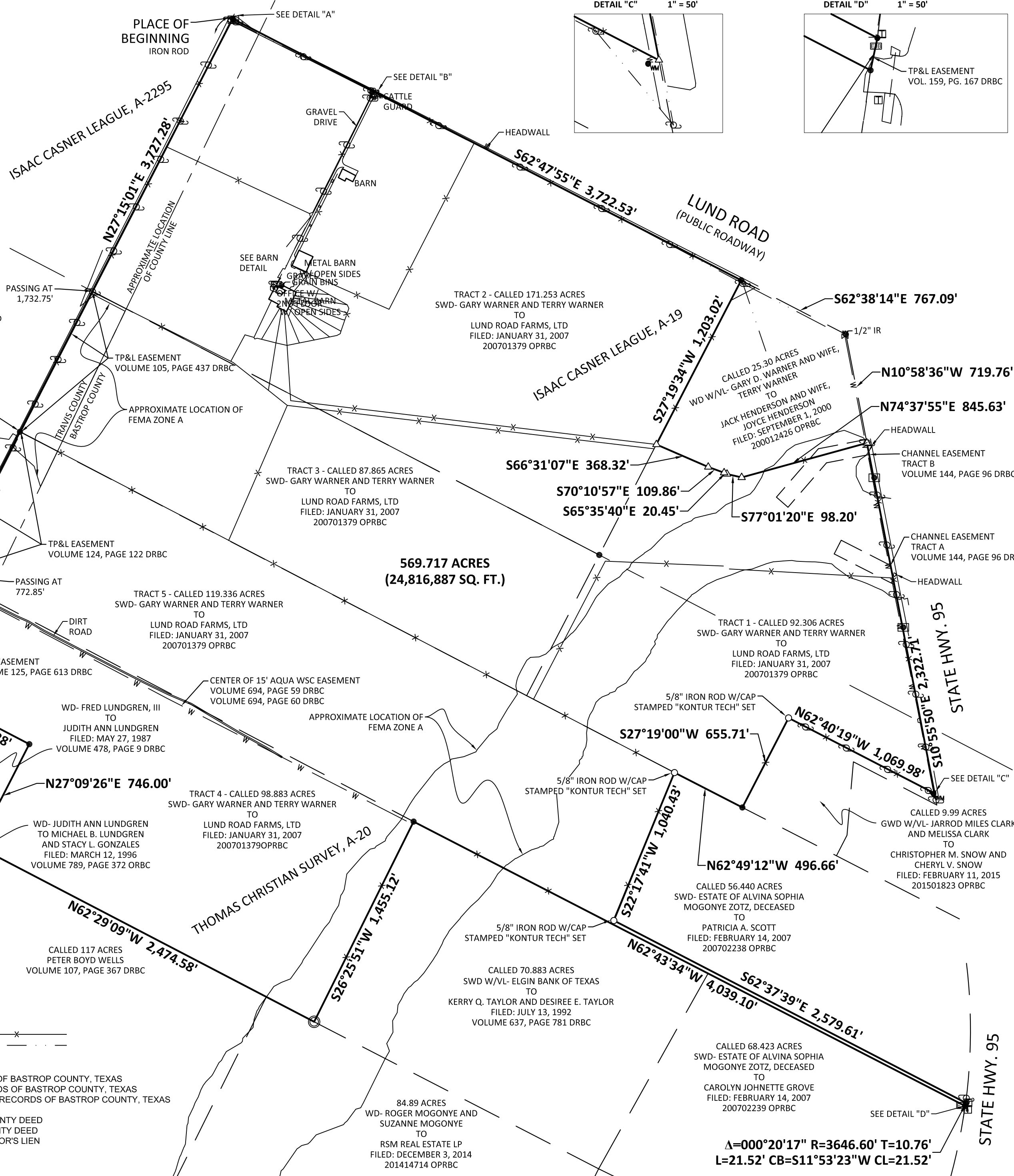
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

*Corey J. Hall*  
COREY J. HALL, RPLS  
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
  - 3/4 INCH IRON PIPE FOUND
  - ELECTRIC METER
  - METAL FENCE POST FOUND
  - FIBER OPTIC CABLE MARKER
  - GATE POST
  - GUY ANCHOR
  - MANHOLE (TELEPHONE)
  - POWER POLE
  - WATER METER
  - EXISTING FENCE
  - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
  - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
  - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
  - WD = WARRANTY DEED
  - GWD = GENERAL WARRANTY DEED
  - SWD = SPECIAL WARRANTY DEED
  - WVL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

| NO. | DATE     | REVISIONS                  | BY  | DRAWN BY:   | CJH       |
|-----|----------|----------------------------|-----|-------------|-----------|
| 1   | 10/13/20 | LABELED EASEMENTS/ROADWAYS | CJH | CHECKED BY: | CJH       |
| 2   | 10/4/21  | UPDATE TITLE               | BRC | DATE:       | 08/28/20  |
|     |          |                            |     | SCALE:      | 1" = 500' |
|     |          |                            |     | JOB NO.:    | 4040.001  |



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM  
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974



**THE STATE OF TEXAS§**  
**COUNTIES OF BASTROP & TRAVIS§**

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

**THENCE**, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

**THENCE**, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

**THENCE**, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

**THENCE**, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

**THENCE**, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

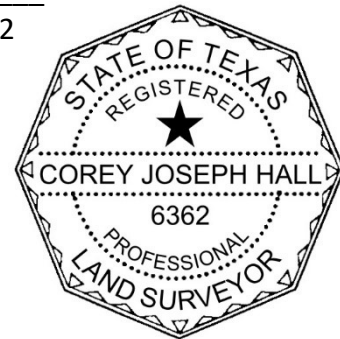
**THENCE**, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

**THENCE**, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

**THENCE**, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

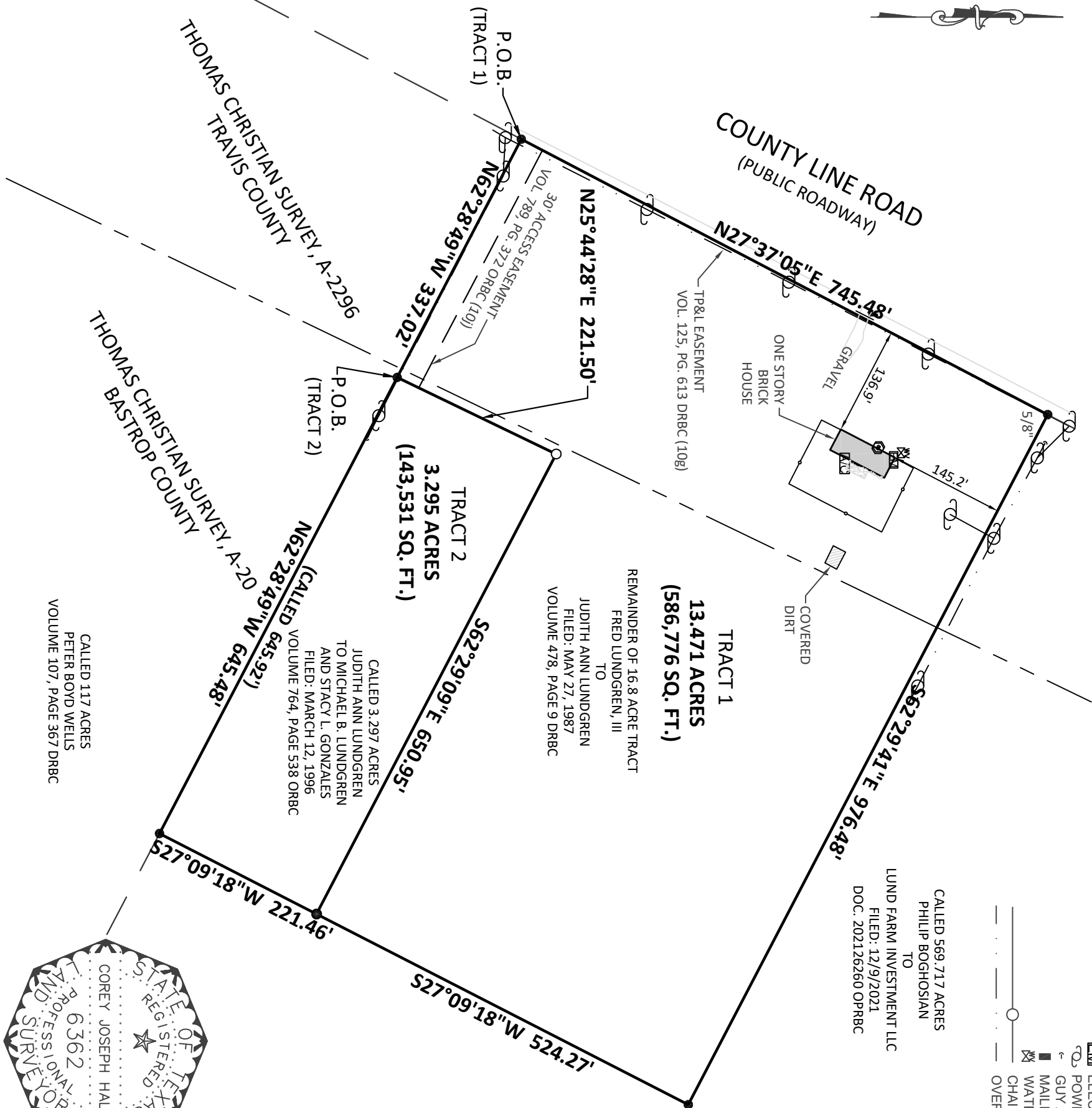
**THENCE**, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.

  
\_\_\_\_\_  
Corey Joseph Hall    Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591





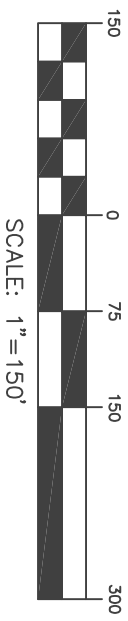
BEING TWO TRACTS OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, A-2296, IN TRAVIS COUNTY, TEXAS, AND THE THOMAS CHRISTIAN SURVEY, A-20, IN BASTROP COUNTY, TEXAS BEING THE REMAINDER OF A CALLED 16.8 ACRE TRACT CONVEYED FROM FRED LUNDGREN, III TO JUDITH ANN LUNDGREN, FILED MAY 27, 1987 AND RECORDED IN VOLUME 478, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND ALL OF THE CALLED 3.297 ACRE TRACT CONVEYED FROM JUDITH ANN LUNDGREN TO MICHAEL B. LUNDGREN AND STACY L. GONZALES, FILED MARCH 12, 1996 AND RECORDED IN VOLUME 764, PAGE 538 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS



- LEGEND**
- 1/2 INCH IRON ROD FOUND
  - 5/8 INCH IRON ROD SET
  - ⊙ A/C UNIT
  - ⊙ CLEANOUT
  - ⊙ ELECTRIC METER
  - ⊙ POWER POLE
  - ⊙ GUY ANCHOR
  - ⊙ MAIL BOX
  - ⊙ WATER VALVE
  - ⊙ CHAIN LINK FENCE
  - ⊙ OVERHEAD ELECTRIC

**ABBREVIATIONS**

DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS  
ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS  
P.O.B. = POINT OF BEGINNING



CALLED 569.717 ACRES  
PHILIP BOGHOSIAN  
TO  
LUND FARM INVESTMENT LLC  
FILED: 12/9/2021  
DOC. 202126260 OPRBC

**NOTES:**

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **INDEPENDENCE TITLE**, G.F. NO. **2432519-ELG**, EFFECTIVE DATE: **AUGUST 14, 2024**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
  - BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- SCHEDULE B ITEMS (10):
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT DATED MARCH 12, 1949 TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOL. 125, PG. 613 DRBC. **AFFECTS SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 59 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 60 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - 30' ACCESS EASEMENT RECORDED IN VOL. 789, PG. 372 ORBC. **AFFECTS SUBJECT PROPERTY**

**TO: INDEPENDENCE TITLE**  
**RE: LUND FARM INVESTMENT LLC**

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **OCTOBER 14, 2024**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48453C0320H**, **EFFECTIVE SEPTEMBER 26, 2008**, AND FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48021C0025E**, EFFECTIVE **JANUARY 19, 2006**, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



*Corey Joseph Hall*  
COREY JOSEPH HALL, RPLS  
TEXAS REGISTRATION NO. 6362

|                      |                  |
|----------------------|------------------|
| DRAWN BY: BRC        | DATE: 10/14/2024 |
| JOB NO.: 4309.002.00 | SCALE: 1" = 150' |
|                      | SHEET 1 OF 1     |

LAND TITLE SURVEY

15219 COUNTY LINE ROAD

ELGIN, TEXAS

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TEL: (512) 360-0012    TBPELS REGISTRATION #10194591

**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 1**

Being a 13.471 acre (586,776 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 13.471 acre tract being part of the called 16.8 acre tract conveyed from Fred Lundgren, III to Judith Ann Lundgren, dated May 27, 1987 and recorded in Volume 478, Page 9 of the Deed Records of Bastrop County (DRBC), and said 13.471 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 13.471 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road, and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°37'05" East, with the East line of County Line Road and the West line of said 16.8 acre tract, a distance of 745.48 feet, to a 5/8 inch iron rod found for a corner in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northwest corner of said 16.8 acre tract and the herein described tract;

**THENCE**, with the West line of said 569.717 acre tract as follows:

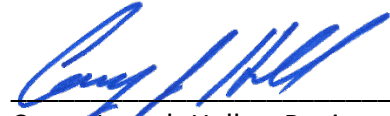
1. South 62°29'41" East, a distance of 976.48 feet, to a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract and the herein described tract;
2. South 27°09'18" West, a distance of 524.27 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found for the Northeast corner of a called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County, Texas, and marking the Southeast corner of the herein described tract, from which 1/2 inch iron rod found for the Southeast corner of said 16.8 acre tract bears South 27°09'18" West, a distance of 221.46 feet;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 62°29'09" West, a distance of 650.95 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of said 3.297 acre tract;

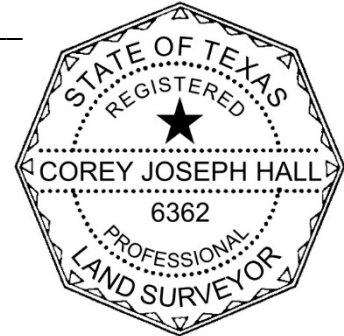
2. South 25°44'28" West, a distance of 221.50 feet, to a 1/2 inch iron rod found in the South line of said 16.8 acre tract, the North line of said 117 acre tract, and marking the Southwest corner of said 3.297 acre tract;

**THENCE**, North 62°28'49" West with the common line of said 16.8 acre tract and said 117 acre tract, a distance of 337.02 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 13.471 acres (586,776 square feet) of land, more or less.



---

Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 2**

Being a 3.295 acre (143,531 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 3.295 acre tract being all of the called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, dated March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County (ORBC), and said 3.295 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.295 acre tract being more fully described as follows:

**COMMENCING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Southwest corner of a 30' access easement recorded in Volume 789, Page 372 ORBC, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road;

**THENCE**, South 62°28'49" East with the South line of said 16.8 acre tract and said access easement, and the North line of said 117 acre tract, a distance of 337.02 feet, to a 1/2 inch iron rod found for the Southeast corner of said access easement, and marking **POINT OF BEGINNING** and Southwest corner of the herein described tract;

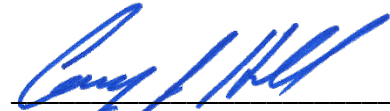
**THENCE**, over and across said 16.8 acre tract as follows:

1. North 25°44'28" East, a distance of 221.50 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the herein described tract;
2. South 62°29'09" East, a distance of 650.95 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found in the East line of said 16.8 acre tract, in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northeast corner of the herein described tract, from which a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract bears North 27°09'18" East, a distance of 524.27 feet;

**THENCE**, South 27°09'18" West, with the West line of said 569.717 acre tract, a distance of 221.46 feet, to a 1/2 inch iron rod found in the North line of said 117 acre tract, and marking the Southeast corner of the herein described tract;

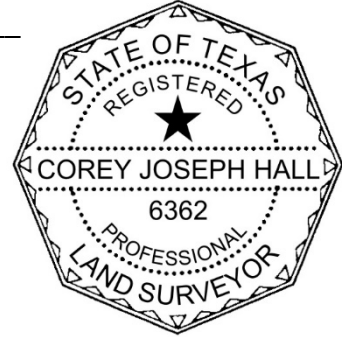


**THENCE**, North 62°28'49" West, with the North line of said 117 acre tract, a distance of 645.48 feet (called 645.92 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 3.295 acres (143,531 square feet) of land, more or less.



---

Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



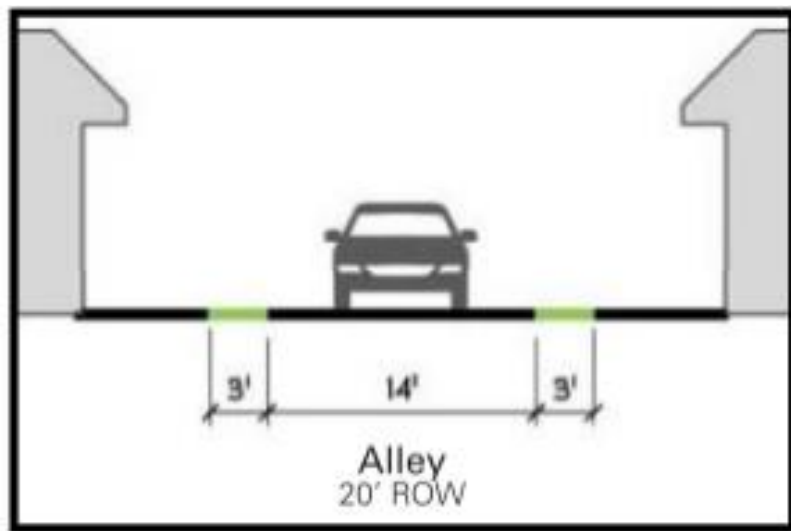
**EXHIBIT “I” TO CONSENT AND DEVELOPMENT AGREEMENT  
VARIANCES TO CITY DEVELOPMENT CODE**

## A. Applicability of Development Requirements

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

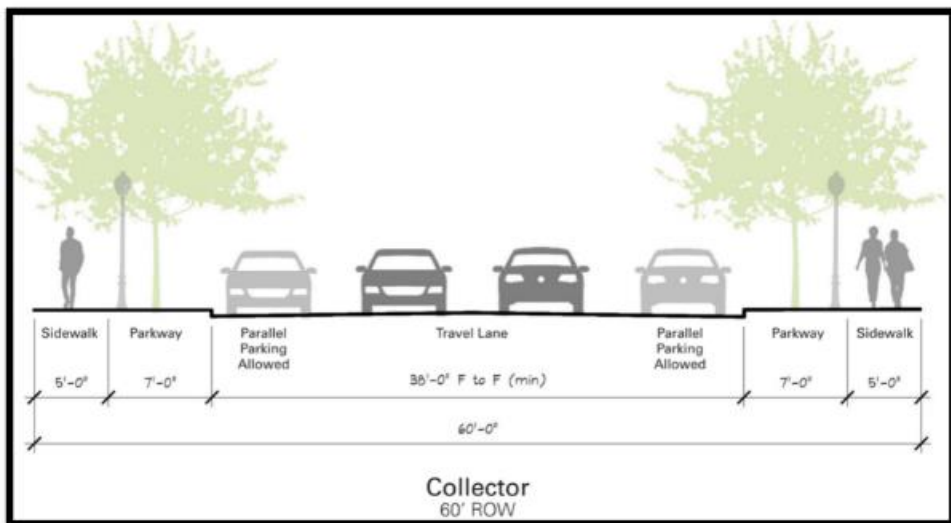
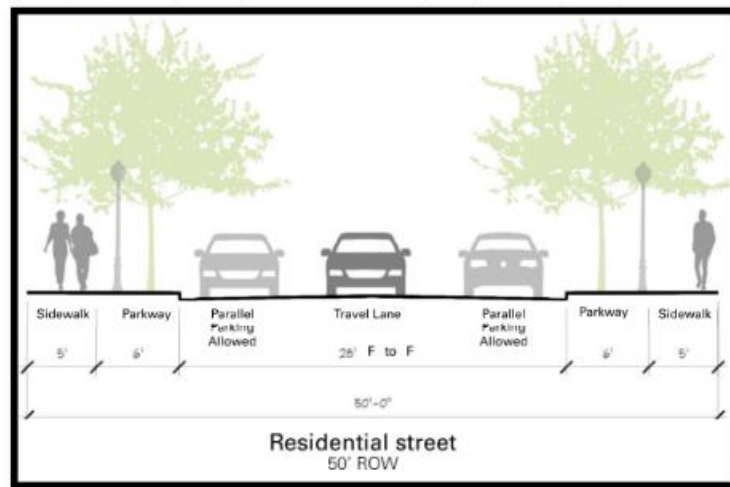
The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances as it pertains to permanent signage shall not apply to the Development.
2. All references within Chapter 36 of the Applicable Ordinances to zoning and other City ordinances that only apply within the City's corporate city limits shall not apply to the Development.
3. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(g) – A preliminary plat shall expire 10 years after the date of approval if provided of the entire development.
5. Sec. 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public; (iii) constructed without curb and gutter of either asphalt or concrete, at Developer's election; and (iv) a minimum of fourteen feet (14') in pavement width and twenty feet (20') in right-of-way width as depicted in the image below.



6. Sec. 36-80 – Major/Arterial Streets shall not be included as part of this development. Collector Streets shall have a minimum dedicated right-of-way of sixty feet (60') and paving width of thirty-eight feet (38'). Collector Streets shall allow parallel parking within the right-of-way. See example street section as depicted in the image below.

Minor or residential streets shall have a minimum right-of-way width of fifty feet (50') and paving width of twenty-eight feet (28').



7. Sec. 36-80(4) – Streets with a width of less than one hundred feet (100') will not be designed with increased right-of-way on either side of any intersection with Major Streets and Minor Streets



8. Sec. 36-81(3) – Local streets are to have a minimum centerline radius of 170', with no maximum radius.
9. Sec. 36-82(1) – All collector streets shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°). All minor or residential streets shall intersect at an angle of seventy degrees (70°) to one hundred and ten degrees (110°).
10. Sec. 36-83(a) Cul-de-sac maximum length shall not exceed eight hundred feet (800'), measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac.
11. Sec. 36-140 – Eight feet (8') wide (minimum) meandering concrete trails within a 28' landscape area, may be utilized in lieu of street sidewalks and located on only one side of Collector Streets or Minor/ Residential Streets within the Development.
12. Sec. 36-141 – Street sidewalks and concrete trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. In the event that sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
13. Sec 36-142 – Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot. Sidewalks along roadways in which there is not a residential lot shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.
14. Sec. 36-170 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.
15. Sec. 36-171 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of thirty feet (30') in width.
16. Sec. 36-177 – Lots may cross jurisdictional lines, provided that the entirety of the lot is contained within the limits of the municipal utility district.
17. Sec. 36-202(a)(1) and (2) - Residential blocks for collector streets shall be no longer than sixteen hundred feet (1,600'), measured along the street frontage. Maximum block length along an arterial street does not apply to this subdivision.
18. Sec. 36-202(b)(3) –There shall be no maximum length for a loop road.
19. Sec. 36-202(c) – Maximum block length along a major street does not apply to this subdivision.
20. Sec. 36-202(d) – Block length shall be measured along the centerline of the street from the street's intersection with the right-of-way of any intersecting street, ninety degree (90°) bend/turn, or knuckle. In the case of a cul-de-sac, block length shall be measured from the said intersecting right-of-way to the end of the cul-de-sac "bulb" right-of-way.

If a change in land use occurs along a street segment, a new block length measurement will begin with the first residential frontage following this change.

21. Sec. 36-212(b)(2) – The boundary of waterway buffer zones shall coincide with the boundaries of the fully developed 100-year floodplain as modified by any proposed improvements. The fully developed 100-year floodplain will be established by an engineering study reviewed and approved by Staff.
22. Sec. 36-280 – Storm sewer pipes located within the development may be HDPE pipe instead of RCP, provided that structural performance under traffic loads meets or exceeds that of Class III RCP. The locations of manholes and other maintenance locations within the development shall be determined by the Developer's and/or the District's engineer, provided that they shall be installed at any point of connection to current or future public storm sewer infrastructure located outside the boundaries of the Development.
23. Sec. 36-313(b) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.
24. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.
25. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.
26. Sec. 46-265 – Main buildings, accessory dwelling units, and accessory buildings and other impervious cover shall not cover more than 60% of lot area for all residential lots.

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

#### **B. Single Family Residential Lot Design Standards**

The following standards shall apply for all front-loaded single-family lots:

Front Setback: Twenty feet (20')\*

Rear Setback: Ten feet (10')

Side Setback: Five feet (5')

Corner Side Setback: Fifteen feet (15')

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

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

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

### **C. Roadway Standards**

1. Collector Streets, at Developer's election, may be designed with landscaped medians to improve aesthetic quality and preserve trees.
2. Collector Streets, at Developer's election, may be designed with a laydown or ribbon curb, so long as the runoff from such streets is captured and conveyed in a manner approved by the City Engineer.
3. Local Streets, at Developer's election, may be designed with a six inch (6") rollover curb.
4. Notwithstanding any contrary provisions of the Applicable Ordinances or this Agreement, in the event that the streets within the Development are designed and constructed pursuant to County requirements pursuant to Section 4.03 of this Agreement, the City hereby grants all required variances from the Applicable Ordinances necessary to permit construction of such streets to County standards.

### **D. Drainage and Grading**

Drainage collection facilities may be constructed with a mix of open concrete-lined (flowline and side slopes) channel and underground storm sewers.

### **E. Parkland Dedication**

The Developer agrees that the park, open space, and trail corridors within the right-of-way shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that the Developer will receive a 100% credit for such dedications against the City's parkland dedication requirements (not less than 100 acres of the Property shall be developed as public parkland and/or open space, including floodplain areas), to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required pursuant to the City's parkland dedication requirements. To the extent that the Developer's dedications of trails and/or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements. Developer acknowledges that the Development must also comply with the City's parkland improvement requirements. Developer will submit plans for such improvements to the City prior to installation and, to the extent that the installation of such improvements does not offset all City parkland improvement requirements, Developer will pay parkland improvement fees in accordance with City ordinance requirements. Due to the size, topography, natural features, aesthetics and constraints of the Property, the Developer and the City recognize some phases may dedicate more than

required and others less than. Accordingly, Developer shall keep a running total with each preliminary plat of the planned and previously dedicated parkland mitigation to ensure compliance for the overall Development, rather than a plat-by-plat basis.



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





| OPEN SPACE SUMMARY                                                                             |                                                         |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Total Site Acreage                                                                             | 569.7 ac                                                |
| FEMA Floodplain                                                                                | +/- 62.9 ac                                             |
| Parkland                                                                                       | +/- 85.8 ac<br><small>37.8 ac required per code</small> |
| Detention                                                                                      | +/- 22.2 ac                                             |
| TRAILS                                                                                         |                                                         |
| Neighborhood Trail<br><small>Material varies depending on storm water impact</small>           | +/- 6.2 mi.                                             |
| Regional Trail<br><small>Concrete</small>                                                      | +/- 1 mi.                                               |
| TOTAL                                                                                          | +/- 7 mi                                                |
|  Trailheads |                                                         |



TBG

Lund Farm  
exhibit j - parks plan

Elgin, Texas  
05 / 31 / 2023

TBG  
3232 E Cesar Chavez St.  
Bldg 1, Suite 100  
Austin, TX 78702  
  
[512] 744 0757  
tbpartners.com



The information shown is based on the best information available and is subject to change without notice.





## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDED AND RESTATED WHOLESALE SERVICE AGREEMENT WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR WHOLESALE WATER SERVICE AND MAKING CERTAIN FINDINGS THERETO. (PERRY)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Review and approve an amended agreement for Wholesale Water Service for Lund Farm Development.

**BACKGROUND:**

The Development has requested the addition of approximately 16.766 acres to the existing wholesale water agreement for Lund Farm. Staff now presents this amended and restated agreement for review and approval.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Review and approve an amended and related agreement for Wholesale Water Service for Lund Farm Development.

**ATTACHMENTS:**

1. Lund Wholesale Water Resolution
2. Lund Farms Amended and Restated Wholesale Water Agt

{ } 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. 2025-04-15-\_\_

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN  
AMENDED AND RESTATED WHOLESALE SERVICE AGREEMENT  
WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR  
WHOLESALE WATER SERVICE AND MAKING CERTAIN FINDINGS  
RELATED THERETO**

**WHEREAS**, The City of Elgin previously approved a wholesale water agreement with Lund Farm Municipal Utility District in August 2023; and,

**WHEREAS**, the Developer owns or has under contract to purchase from Judith Ann Lundgren and Michael Lundgren approximately 13.471 acres and 3.295 acres, respectively (the “Lundgren Property”); and,

**WHEREAS**, the Developer wishes to add the Lundgren Property to the existing Wholesale Water Agreement.

**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 *Amended and Restated Wholesale Water Agreement between Lund Farm Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

**PASSED AND ADOPTED** this 15th-day of April 2025.

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
Peyton Standifer, City Secretary



AMENDED AND RESTATED  
WHOLESALE SERVICE AGREEMENT  
BETWEEN  
CITY OF ELGIN  
AND  
LUND FARM MUNICIPAL UTILITY DISTRICT

# WHOLESALE SERVICE AGREEMENT

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## **AMENDED AND RESTATED WHOLESALE SERVICE AGREEMENT**

**THIS AMENDED AND RESTATED WHOLESALE SERVICE AGREEMENT** is made and entered into by and between City of Elgin, Texas (hereinafter called “Elgin”), a home rule city, body politic of the State of Texas, and retail public utility, holding water Certificate of Convenience and Necessity No. 10311, issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest; Lund Farm Municipal Utility District, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the “District”); and Judith Ann Lundgren and Michael Lundgren (collectively, “Lundgren”) and is effective as of the last date of execution below (the “Effective Date”).

### **WITNESSETH:**

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

**WHEREAS**, the District is currently located within the certificated water service territory of Aqua Water Supply Corporation (“Aqua”), but Aqua has agreed to release of the District from the Aqua CCN, and the District is authorized to provide retail water service to the residents within its boundaries; and

**WHEREAS**, the District currently encompasses approximately 569.717 acres of land and proposes to annex two additional tracts of land comprising 13.471 acres and 3.295 acres of real property respectively (collectively, the “Lundgren Property”), all of which is more particularly described in **Exhibit “A”** (collectively, the “Property”) that will be developed as a master planned mixed unit community that will require (2,580) living unit equivalents (LUEs) of water service; and

**WHEREAS**, Lundgren is executing this Agreement, as the owners of the Lundgren Property, to acknowledge their consent to inclusion of the Lundgren Property in this Agreement. Upon annexation by District of the Lundgren Property, Lundgren shall no longer be a party to this Agreement; and

**WHEREAS**, Elgin's Terms and Conditions attached as **Exhibit "B"** set forth the minimum conditions under which it will agree to provide Wholesale Service; and

**WHEREAS**, District has made application to Elgin for Wholesale Service under the provisions of Elgin's Terms and Conditions; and

**WHEREAS**, Elgin has determined that Elgin has sufficient water supplies available to enable it to contract with District for Wholesale Service; and

**WHEREAS**, Elgin and District wish to enter into an agreement whereby Elgin will provide Wholesale Service to District at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

**WHEREAS**, the provision of Wholesale Service to District by Elgin will further the public purpose of regionalization of water supplies; and

**WHEREAS**, this Agreement replaces and supersedes for all purposes that certain Wholesale Service Agreement effective August 14, 2024, and such agreement is of no further force and effect; and

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Elgin agrees to furnish and District agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

**ARTICLE I.  
DEFINITIONS AND CONSTRUCTION OF AGREEMENT**

**1.1     Defined Terms.** Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Elgin’s Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a)     “Agreement” means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b)     “Annual Daily Average” means the total amount of water taken by District in the prior Water Year, divided by 365.

(c)     “Business Day” means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Elgin are required or permitted to be closed for all or part of their customary hours of operation.

(d)     “CCN” means a certificate of convenience and necessity granted by the Public Utility Commission of Texas or its predecessor or successor agency under the provisions of the Texas Water Code.

(e)     “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(f)     “Commencement Date” means the date that Elgin begins providing Wholesale Service to District at the Point of Delivery.

(g)     “Day” and “Days” mean and refer to calendar day(s), unless otherwise specified herein.

(h)     “Effective Date” means the date set forth above on which this Agreement becomes effective.



(i) “Event of Default” means an event by which a Party is in default of this Agreement.

(j) “Fiscal Year” means Elgin’s fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Elgin may later determine.

(k) “Force Majeure” means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) pandemics, explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; and (iv) pandemics; and (v) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that shall in any circumstances impact a Party’s ability to perform its obligations of the Agreement; provided, a “Force Majeure” shall not include economic conditions that render a Party’s performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(l) “Forced Outage” means a shut-down by Elgin in the operation of all or a portion of Elgin’s System, such that no water is delivered to District’s Point of Delivery: (i) which shut-down is, in the reasonable opinion of Elgin, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury,

or material damage; and (ii) with respect to which Elgin has notified District in accordance with Section 3.2.

(m) “Governmental Authority” means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, the Gonzales County Underground Water Conservation District, the Fayette County Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(n) “Loss(es)” means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney’s fees and expenses).

(o) “Master Meter(s)” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Elgin to District at the Point of Delivery.

(p) “Maximum Yearly Delivery Rate” means the maximum rate at which Elgin is obligated to deliver water to District in accordance with the Schedule for Water Needs for Lund Farm attached hereto as **Exhibit “C”**, which may be amended from time to time.

(q) “MGD” means millions of gallons per day.

(r) “New Rate Billing Cycle” means the second billing cycle after the New Rate Effective Date.

(s) “Party” or “Parties” means District, Elgin, and their respective successors or assigns.

(t) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(u) “Planned Outage” means a shut-down by Elgin in the operations of Elgin’s System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Elgin in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Elgin has notified District in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than twenty-four (24) hours unless another time period is agreed upon by Elgin and District.

(v) “Point of Delivery” means the point designated and approved under this Agreement at which District may withdraw water from Elgin’s System for distribution as more particularly described in Article VI and in **Exhibit “D”**.

(w) “Prevailing Pressure” means the pressure of Elgin’s System at the Point of Delivery. For purposes of this Agreement, the Prevailing Pressure shall be 35 psi.

(x) “Rate” or “Rates” means the price to be paid by District to Elgin for the purchase and delivery of water to District’s Point of Delivery under this Agreement, which Rate shall be based on Elgin’s then current Terms and Conditions.

(y) “Rate Effective Date” means the date on which Elgin adopts new Rates.

(z) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(aa) “Service Area” means the area contained within Elgin’s CCN or District’s CCN, as appropriate, as may be amended from time to time. If District does not have a CCN, then “Service Area” refers to the area in which District is lawfully furnishing retail water utility service to end use customers.

(bb) “System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Elgin, together with all future improvements, enlargements, extensions and additions to any of the foregoing, and all the future new facilities that are required or constructed by Elgin, and all repairs to, or replacement of, the System.

(cc) “Tariff” means the Water Tariff for Elgin, as approved by Elgin’s City Council, and as may be amended or revised from time to time.

(dd) “TCEQ” or “Commission” means the Texas Commission on Environmental Quality, and its successor agencies.

(ee) “Terms and Conditions for Wholesale Service outside CCN No. 10311”, as adopted by the Elgin City Council, and as may be amended from time to time by Elgin.

(ff) “Water Year” means a calendar Year.

(gg) “Year” and “Years” mean and refer to calendar year(s).

## **1.2 Rules of Construction.**

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;



- (ii) references to the masculine, feminine or neuter include all such forms;
  - (iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;
  - (iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and
  - (v) “or” is used in the inclusive sense of “and/or.”
- (b) Unless otherwise specified, any reference to any document, instrument or agreement:
- (i) includes and incorporates all exhibits, schedules and other attachments thereto;
  - (ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and
  - (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.
- (c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.
- 1.3 Recitals.** All recitals of the Preamble are incorporated and made a part of this Agreement.
- 1.4 Captions.** All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

## **ARTICLE II. PROVISION OF WATER**

### **2.1 Agreement to Sell and Purchase.**

(a) Subject to all the terms and conditions set forth in this Agreement, and Elgin's Terms and Conditions for Wholesale Service, Elgin agrees to sell and the District agrees to buy water on a wholesale basis only after water has been delivered by Elgin. The water shall be provided at the Point of Delivery for District's own use and for distribution to customers served by District's water distribution system within the Property.

(b) All sales of water from Elgin to District under this Agreement are subject to any applicable rules of the Lost Pines Groundwater Conservation District.

**2.2 Quantity of Water to be Delivered.** The Maximum Yearly Delivery Rate of water to be treated and delivered under this Agreement in any Water Year shall be the amounts listed in the Schedule for Water Needs attached hereto as **Exhibit "C"**. Elgin agrees to provide wholesale water services to the District sufficient (i) to serve the land uses shown on the Concept Plan attached to the Development Agreement for the Property, and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the fees and charges set forth in this Agreement. .

**2.3 Rate of Delivery and Pressure.**

(a) From the date of execution of this Agreement, Elgin shall deliver water to the Point of Delivery at the Maximum Yearly Delivery Rate. Elgin may install devices to insure compliance with this section.

(b) Water will be furnished at the Prevailing Pressure of Elgin's System at the Point of Delivery, but Elgin agrees that the water supply shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to each retail customer meter within the District under normal operating conditions. Emergency failure of pressure or supply shall excuse Elgin from this provision for such reasonable period of time as may be necessary to restore service.

(c) Elgin will furnish water at Point of Delivery as necessary to meet demands within the District as buildout progresses but not to exceed the following quantities: (i) a maximum daily flow rate of 4,829,760 gallons per day, (ii) a maximum hourly rate of 340,560 gallons per hour, or 201,240 gallons per hour and be able to meet emergency fire flow demands, whichever is less; and (iii) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time).

(d) Elgin's responsibility and liability for the water being delivered to District shall cease after said water passes through the Master Meter at the Point of Delivery and enters District's system.

(e) Elgin is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

#### **2.4 Responsibility of District.**

(a) Except as otherwise set forth herein, District is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other requirements imposed on District under Title 30 Texas Administrative Code, Chapters 290 and 291, and any other regulatory requirements. Elgin shall bear no such responsibility to District or any of District's customers.

#### **2.5 Water Quality.**

(a) The quality of Water to be supplied and delivered by Elgin at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time.

(b) District shall protect District's system from cross-connection and contamination under the specifications required by the health standards of the State of Texas.

**2.6 Separation of Systems.** A device paid for by District, designed by District as part of District's water system, and approved by Elgin to prevent flow reversal or an air gap shall always be maintained between Elgin's System and District's system at the Point of Delivery.

### **ARTICLE III. MAINTENANCE AND CURTAILMENT**

**3.1 Planned Outages.** To the extent reasonably possible, Elgin shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District's system. Under no circumstances shall any Planned Outage disproportionately impact water service to Elgin's wholesale customers (including District) relative to Elgin's retail customers.

**3.2 Forced Outages.** When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Elgin shall notify District of the existence, nature, and expected duration of the Forced Outage as soon as practical. Elgin shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Elgin shall immediately inform District of any changes in the nature and expected duration of such Forced Outage.

**3.3 Curtailment.**

(a) If water supplies or services are curtailed to Elgin's retail members, or if water conservation measures are mandated by a Governmental Authority, Elgin shall impose a like curtailment on deliveries or water conservation measures on District as provided in Texas Water Code § 11.039. The curtailment Elgin imposes on District shall be equal in duration to the curtailment imposed on Elgin's retail members.



(b) Elgin will notify District of the quantity by which District will reduce its daily take from Elgin, as well as the duration of the requirement that the take be reduced. District shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to District's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by District in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Elgin to impose a 5% reduction in District's daily take starting on August 15, 2021, Elgin will determine, based on meter data, the amount of water purchased by District in August 2020, and divide that number by thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that District must reduce its daily take until further notice from Elgin.

**3.4 Emergency Notification.** Elgin shall notify District as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Elgin, and to provide District a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

#### **ARTICLE IV. RATES AND COMPENSATION**

**4.1 Rates.** The Rate for Wholesale Service under this Agreement shall be as provided in Elgin's Terms and Conditions.

**4.2 Books and Records.** All books and records upon which such Rate adjustment is based shall be made available to District at the office of Elgin during the regular business hours of Elgin, upon request by District.

**4.3 Reasonableness of Rates.** District agrees that the Rates initially charged by Elgin and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Elgin are subject to modification as provided herein. District agrees that any such change in these Rates by Elgin is just and reasonable and does not adversely affect the public interest. Notwithstanding any provision to the contrary, District does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Elgin that is not in conformance with the terms of this Agreement.

**4.4 Rate Case.** If a court, the Public Utility Commission, or any federal or state regulatory authority finds that Elgin's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, Elgin has the option to terminate this Agreement without liability to District, but Elgin shall provide District at least six (6) months' notice prior to such termination.

## **ARTICLE V. EQUIPMENT AND OPERATION**

**5.1 Master Meter.** Elgin shall furnish and install, or caused to be furnished and installed, operate, and maintain a Master Meter at the +/- 1 ac Elevated Storage Tank site at District's sole expense, as provided by Elgin's current specifications and standards. The Master Meter shall remain the property of Elgin at all times. The amount of water delivered by Elgin through the Point of Delivery to District shall be determined based upon the data collected at the Master Meter at such location. District shall purchase any required Master Meters that meets Elgin's specifications with Elgin's AMR on the Master Meter.

**5.2     Access to Master Meter.** District may have access to the Master Meter only upon approval by Elgin and only for the purpose of verifying its readings. Such approval shall not be unreasonably withheld or delayed, so long as District provides Elgin with a written request at least forty-eight (48) hours before such access would occur. At no time shall District be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Elgin's System. If the Master Meter is located within an area of restricted access, District shall ensure that Elgin has access at all times.

**5.3     Reading of Meter.** On a monthly basis, Elgin shall be responsible for reading the meter at the Point of Delivery and submitting an invoice to District for the quantity of water provided. Elgin shall keep accurate records of all measurements of water required under this Agreement. Upon reasonable request and notice, District or its agents may have access to the records maintained by Elgin of meter readings associated with the Point of Delivery.

**5.4     Regular Testing of Master Meter.** It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter is not registering accurately or is malfunctioning, so that the meter can be promptly repaired. Elgin shall test the Master Meter for accuracy at least once each twelve (12) month period, and more often as deemed necessary by Elgin to ensure its accuracy. Elgin shall provide District with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and District shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and

accurately, and the amount of water delivered to District shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

**5.5 Additional Testing of Master Meter.** District shall have the right to request Elgin to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Elgin agrees to perform its testing and calibration of the Master Meter in the presence of a representative of District, and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Elgin shall give District forty-eight (48) hours' notice of the time when any such testing shall occur. Elgin may proceed with such testing and adjustment, if necessary, in the absence of any representative of District. District shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Elgin shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

**5.6 Maintenance of Master Meter.** Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Elgin. Elgin shall provide repairs to the Master Meter in a prompt and timely manner. If Elgin cannot make such repairs in a timely manner, then District shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Elgin.



**ARTICLE VI.  
POINT OF DELIVERY**

**6.1     Location of Point of Delivery.** The Point of Delivery for Water delivered and taken under this Agreement is located as described in Exhibit “D” hereto.

**6.2     Relocation of Point of Delivery.** The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary.

**ARTICLE VII.  
OWNERSHIP OF WATER AND FACILITIES**

**7.1     Transfer of Ownership.** As between the Parties, Elgin shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. District shall be: (1) deemed to take exclusive care, custody, and control of all water from and after the Point of Delivery; and (2) responsible for all Losses associated with all water from and after the Point of Delivery.

**7.2     No Ownership of Facilities.**

(a)     District obtains no ownership, leasing, or management interest in any of Elgin’s System by or through this Agreement or payment of any Rate set forth herein.

(b)     Elgin obtains no ownership, leasing, or management interest in any of District’s System by or through this Agreement or provision of water service set forth herein.

(c)     District shall be responsible for maintenance and repairs on all facilities located downstream of the Point of Delivery. District will use all reasonable efforts to prevent waste through line leakages or breaks.

**ARTICLE VIII.  
BILLING AND PAYMENT**

**8.1     Meter Readings.**

(a) Elgin shall send a bill to District once per month setting forth the quantity of water delivered to District as determined by Elgin's periodic readings of the Master Meter installed at the Point of Delivery. District shall pay the total amount owed to Elgin by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Elgin's Terms and Conditions.

(b) Elgin shall also invoice District for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by District within fifteen (15) Days after receipt.

**8.2 Breach for Failure to Timely Pay.** Should District fail to tender payment to Elgin by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Elgin shall notify District of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) Days from the due date, then Elgin may, at its discretion, temporarily terminate service to District until payment is made; provided, however, that the District will have the right to continue to receive service during a good faith appeal of a disputed bill, as provided in Section 8.3. If such delinquency is not cured within thirty (30) Days after temporary termination of service, District will be in breach of a material term and/or condition of this Agreement and Elgin may terminate this Agreement as provided herein.

**8.3 Disputed Bills.** If District in good faith disputes the amount of the bill, District shall submit such dispute in writing to Elgin no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by District should have been less, or more, Elgin shall promptly revise the monthly invoice amount in a manner that District or Elgin will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

**ARTICLE IX.  
FORCE MAJEURE**

**9.1 Procedure for Calling Force Majeure.**

(a) **Notice of Force Majeure.** The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) **Obligations During Pendency of Force Majeure.** The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) **Resumption of Performance.** When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

## **9.2 Effects of Force Majeure.**

(a) **Relief From Obligation of Performance.** Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) **Relief From Obligation of Counter-Performance.** The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

## **9.3 Limitations on Force Majeure.**

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.



**ARTICLE X.  
DEFAULT AND TERMINATION**

**10.1 Event of Default.** It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

**10.2 Remedies.** If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

- (i) injunctive relief;
- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) suspension of delivery of water hereunder;
- (v) termination of this Agreement;
- (vi) any of the remedies afforded in this Agreement; and
- (vii) any other remedies permitted at law or in equity, including damages.

Provided, that Elgin shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement.

**10.3 Elgin Right to Suspend or Terminate.** Elgin shall have the right, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Elgin's performance of any of its

duties or obligations under this Agreement, upon thirty (30) Days prior written notice to District, in the event that:

- (i) Elgin loses any Permit or other authorization from a Governmental Authority that is required by Elgin to perform its obligations under this Agreement;
- (ii) Elgin is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or
- (iii) Elgin loses its ability to transport water to the Point(s) of Delivery due to circumstances beyond Elgin's control.

**10.4 Termination for Continued or Multiple Force Majeure.** Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

**10.5 Mutual Termination by Parties.** This Agreement may be terminated at any time upon agreement of Aqua and Elgin as evidenced in writing. The termination shall take effect upon the date agreed to in writing by Aqua and Elgin.

**10.6 Termination by One Party.** Both Aqua and Elgin have the unilateral authority to terminate this Agreement immediately by written notice no later than twelve (12) months in advance of the expiration of the Agreement.

**10.7 Effective Date of Termination.**

With the exception of a termination or suspension by District pursuant to Section 10.4, upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Elgin's stranded investment incurred in anticipation of providing the services to District throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

**ARTICLE XI.  
DISPUTE RESOLUTION**

**11.1 Attempt to Resolve.** The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

- (i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written

response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**11.2 Non-Binding Mediation.** In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Elgin and District shall enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Elgin and District shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

**11.3 Rates Not Subject to Mediation.** Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.



**11.4 Costs of Mediation.** Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

**ARTICLE XII.  
REPRESENTATIONS, WARRANTIES AND COVENANTS**

**12.1 Elgin Representations and Warranties.** Elgin hereby represents and warrants to District, as of the date hereof, as follows:

(i) Elgin has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Elgin by the appropriate officials of Elgin, and constitutes the legal, valid and binding obligation of Elgin, enforceable against Elgin in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Elgin have been duly authorized under the bylaws and all other applicable Requirements of Law of Elgin and will not contravene any provision of or constitute a default under any other agreement or instrument to which Elgin is a party or by which Elgin or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Elgin.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related to the operation of any facility that will supply water under this Agreement, or otherwise,

before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations hereunder; (Bi) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

**12.2 District Representations and Warranties.** District represents and warrants to Elgin, as of the date of this Agreement, as follows:

(i) District is a municipal utility district created pursuant to Article 16, Section 59 of the Texas Constitution, operating pursuant to Chapter 49 and 54 of the Texas Water Code, and is authorized to provide retail water utility service to the areas within its boundaries, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of District, and constitutes the legal, valid and binding obligation of District, enforceable against District in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of District's knowledge) threatened, against District or related to District's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate:

(A) could adversely affect the performance by District of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of District; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will District pay a fee to or in any other manner compensate any of Elgin's board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection 12.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

### **ARTICLE XIII. TERM**

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of forty (40) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement. District agrees that Elgin has no obligation to provide it with water after the termination of this Agreement. Unless either District or Elgin provides the other party with its written intent to not renew this Agreement not later than two (2) years prior to the date of the expiration of the initial term of this Agreement, this Agreement shall automatically renew for an additional twenty (20) year period and the Agreement's terms and conditions shall remain in effective for the length of the additional twenty (20) year period.

**ARTICLE XIV.  
MISCELLANEOUS**

**14.1 Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors but the Agreement shall not be otherwise assignable in whole or in part by either Elgin or District without first obtaining the written consent of the other.

**14.2 Governing Law and Venue.** The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Elgin are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

**14.3 Notices.** Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

(i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Elgin as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Notice to District shall be made as provided on **Exhibit “E”** hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

**14.4 No Waiver of Rights.**

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

**14.5 Severability.** In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

**15.6 Entire Agreement.** This Agreement contains all of the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both oral and written, with regard to the subject matter.

**14.7 Amendments.** This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and District. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by District under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt obligations issued by Elgin or District. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or District.

**14.8 Cooperative Drafting.** This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

**14.9 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

**14.10 Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim

under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

**14.11 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

**14.12 Lundgren Party Status.** Lundgren is executing this Agreement, as the owners of the Lundgren Property, to acknowledge their consent to inclusion of the Lundgren Property in this Agreement and shall have no obligations hereunder. Upon annexation by District of the Lundgren Property, Lundgren shall no longer be a party to this Agreement, and the joinder of Lundgren shall not be required for any amendments to the terms hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as indicated below.

**ATTEST:**

**CITY OF ELGIN:**

\_\_\_\_\_  
City Secretary

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DISTRICT:**

**LUND FARM MUNICIPAL UTILITY DISTRICT**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title\_\_\_\_\_

By execution below, Judith Ann Lundgren and Michael Lundgren acknowledge that this Agreement shall be binding upon the Lundgren Property.

**LUNDGREN:**

\_\_\_\_\_  
**Judith Ann Lundgren**

\_\_\_\_\_  
**Michael Lundgren**

**ACKNOWLEDGEMENTS**

STATE OF TEXAS                   §

COUNTY OF BASTROP           §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Judith Ann Lundgren.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §

COUNTY OF BASTROP           §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Lundgren.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBITS**

|                   |                                                                 |
|-------------------|-----------------------------------------------------------------|
| <b>Exhibit A-</b> | <b>Description of Property</b>                                  |
| <b>Exhibit B-</b> | <b>Elgin's Terms and Conditions for Wholesale Water Service</b> |
| <b>Exhibit C-</b> | <b>Schedule for Water Needs for Lund Farm</b>                   |
| <b>Exhibit D-</b> | <b>Point of Delivery</b>                                        |
| <b>Exhibit E-</b> | <b>Name and Address for District</b>                            |

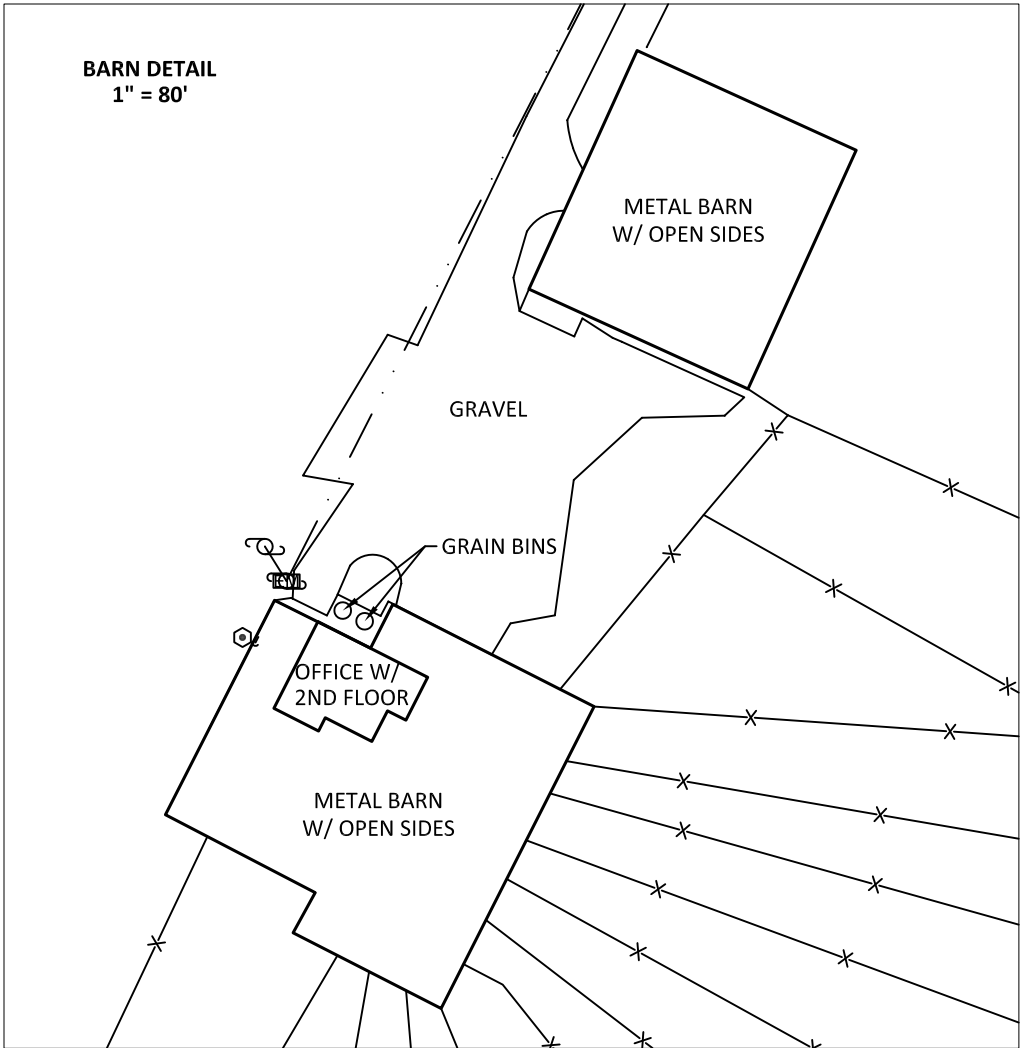
**EXHIBIT “A” TO WATER SERVICE AGREEMENT  
DESCRIPTION OF PROPERTY**



NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

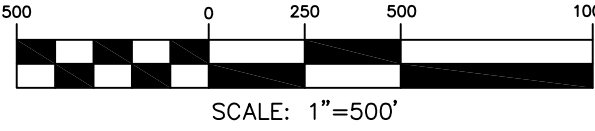
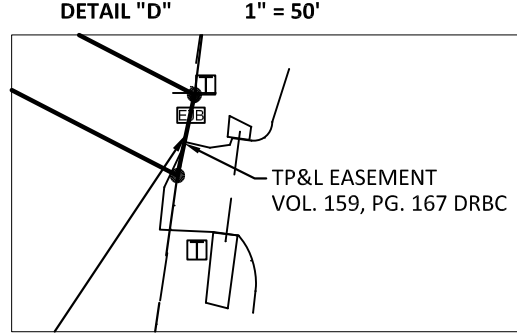
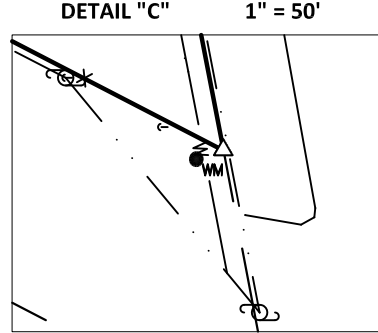
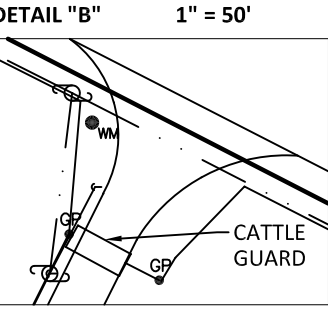
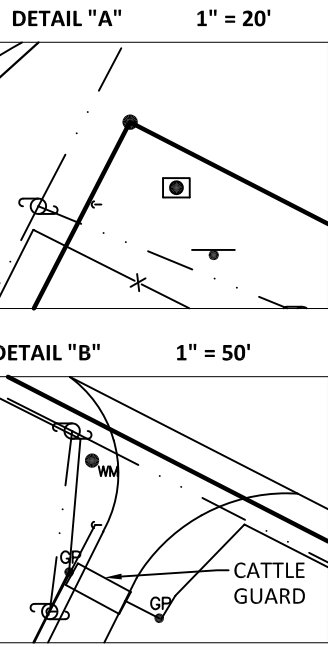


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.  
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

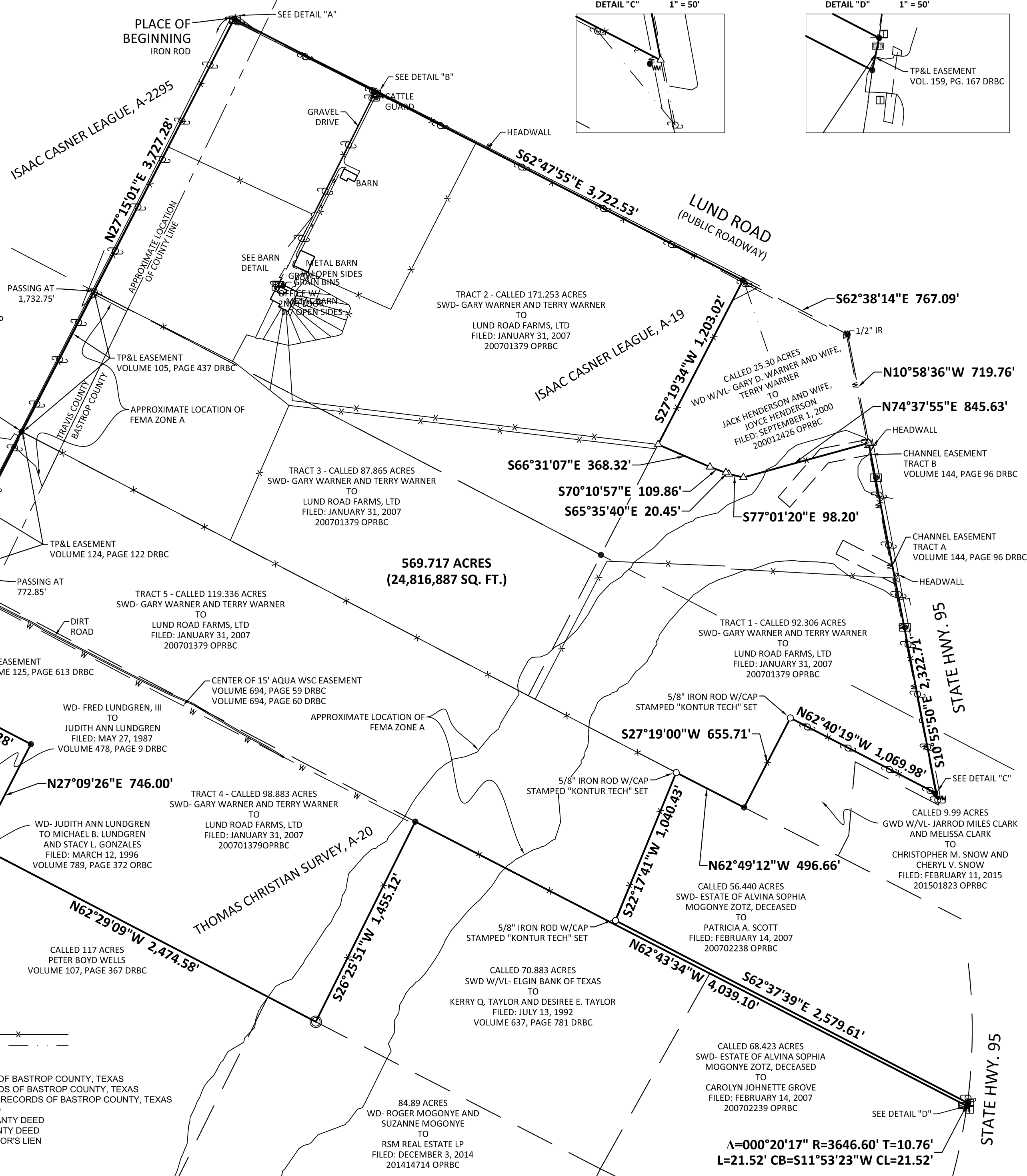
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

*Corey J. Hall*  
COREY J. HALL, RPLS  
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
  - 3/4 INCH IRON PIPE FOUND
  - ELECTRIC METER
  - METAL FENCE POST FOUND
  - FIBER OPTIC CABLE MARKER
  - GATE POST
  - GUY ANCHOR
  - MANHOLE (TELEPHONE)
  - POWER POLE
  - WATER METER
  - EXISTING FENCE
  - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
  - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
  - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
  - WD = WARRANTY DEED
  - GWD = GENERAL WARRANTY DEED
  - SWD = SPECIAL WARRANTY DEED
  - W/VL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

| NO. | DATE     | REVISIONS                  | BY  | DRAWN BY:   | CJH       |
|-----|----------|----------------------------|-----|-------------|-----------|
| 1   | 10/13/20 | LABELED EASEMENTS/ROADWAYS | CJH | CHECKED BY: | CJH       |
| 2   | 10/4/21  | UPDATE TITLE               | BRC | DATE:       | 08/28/20  |
|     |          |                            |     | SCALE:      | 1" = 500' |
|     |          |                            |     | JOB NO.:    | 4040.001  |



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM  
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974

**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

**THENCE**, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

**THENCE**, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

**THENCE**, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

**THENCE**, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

**THENCE**, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

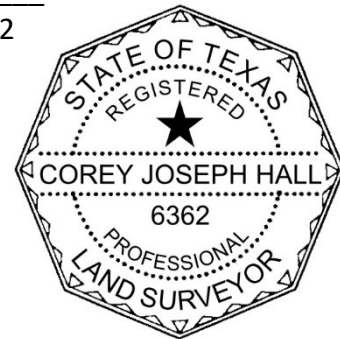
**THENCE**, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;



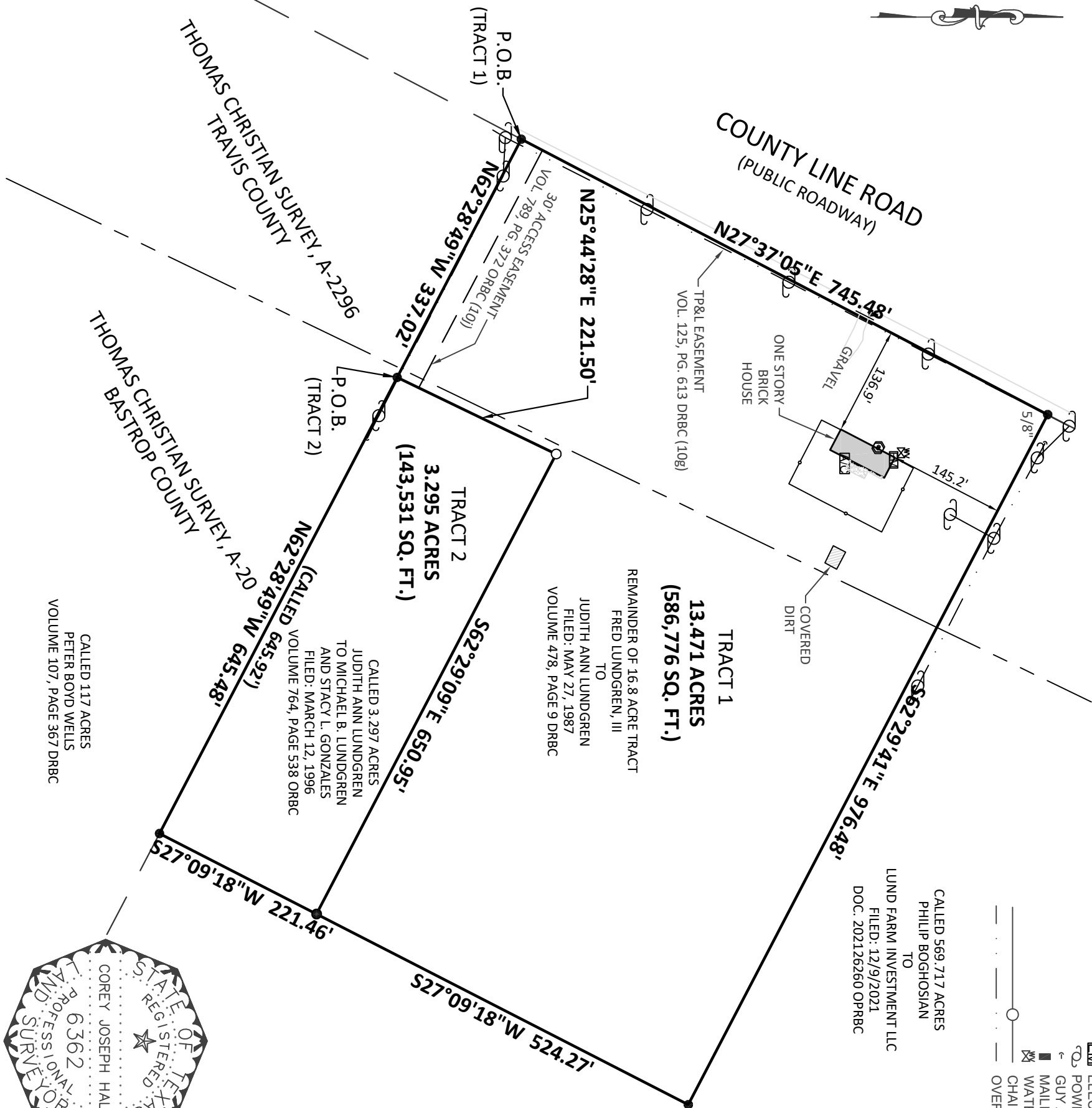
**THENCE**, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.

  
Corey Joseph Hall   Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



BEING TWO TRACTS OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, A-2296, IN TRAVIS COUNTY, TEXAS, AND THE THOMAS CHRISTIAN SURVEY, A-20, IN BASTROP COUNTY, TEXAS BEING THE REMAINDER OF A CALLED 16.8 ACRE TRACT CONVEYED FROM FRED LUNDGREN, III TO JUDITH ANN LUNDGREN, FILED MAY 27, 1987 AND RECORDED IN VOLUME 478, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND ALL OF THE CALLED 3.297 ACRE TRACT CONVEYED FROM JUDITH ANN LUNDGREN TO MICHAEL B. LUNDGREN AND STACY L. GONZALES, FILED MARCH 12, 1996 AND RECORDED IN VOLUME 764, PAGE 538 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS



- LEGEND**
- 1/2 INCH IRON ROD FOUND
  - 5/8 INCH IRON ROD SET
  - ◻ A/C UNIT
  - ◻ CLEANOUT
  - ◻ ELECTRIC METER
  - ◻ POWER POLE
  - ◻ GUY ANCHOR
  - ◻ MAIL BOX
  - ◻ WATER VALVE
  - ◻ CHAIN LINK FENCE
  - ◻ OVERHEAD ELECTRIC

**ABBREVIATIONS**

DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS  
ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS  
P.O.B. = POINT OF BEGINNING

CALLED 569.717 ACRES  
PHILIP BOGHOSIAN  
TO  
LUND FARM INVESTMENT LLC  
FILED: 12/9/2021  
DOC. 202126260 OPRBC

**NOTES:**

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **INDEPENDENCE TITLE**, G.F. NO. **2432519-ELG**, EFFECTIVE DATE: **AUGUST 14, 2024**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
  - BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- SCHEDULE B ITEMS (10):
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT DATED MARCH 12, 1949 TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOL. 125, PG. 613 DRBC. **AFFECTS SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 59 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 60 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - 30' ACCESS EASEMENT RECORDED IN VOL. 789, PG. 372 ORBC. **AFFECTS SUBJECT PROPERTY**

**TO: INDEPENDENCE TITLE**  
**RE: LUND FARM INVESTMENT LLC**

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **OCTOBER 14, 2024**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, AND FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48021C0025E**, EFFECTIVE **JANUARY 19, 2006**, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



*Corey Joseph Hall*  
COREY JOSEPH HALL, RPLS  
TEXAS REGISTRATION NO. 6362

|                      |                  |
|----------------------|------------------|
| DRAWN BY: BRC        | DATE: 10/14/2024 |
| JOB NO.: 4309.002.00 | SCALE: 1" = 150' |
|                      | SHEET 1 OF 1     |

**LAND TITLE SURVEY**  
15219 COUNTY LINE ROAD  
ELGIN, TEXAS



**KONTUR**  
TECHNICAL, LLC

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TEL: (512) 360-0012    TBPELS REGISTRATION #10194591

**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 1**

Being a 13.471 acre (586,776 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 13.471 acre tract being part of the called 16.8 acre tract conveyed from Fred Lundgren, III to Judith Ann Lundgren, dated May 27, 1987 and recorded in Volume 478, Page 9 of the Deed Records of Bastrop County (DRBC), and said 13.471 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 13.471 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road, and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°37'05" East, with the East line of County Line Road and the West line of said 16.8 acre tract, a distance of 745.48 feet, to a 5/8 inch iron rod found for a corner in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northwest corner of said 16.8 acre tract and the herein described tract;

**THENCE**, with the West line of said 569.717 acre tract as follows:

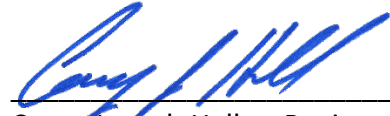
1. South 62°29'41" East, a distance of 976.48 feet, to a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract and the herein described tract;
2. South 27°09'18" West, a distance of 524.27 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found for the Northeast corner of a called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County, Texas, and marking the Southeast corner of the herein described tract, from which 1/2 inch iron rod found for the Southeast corner of said 16.8 acre tract bears South 27°09'18" West, a distance of 221.46 feet;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 62°29'09" West, a distance of 650.95 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of said 3.297 acre tract;

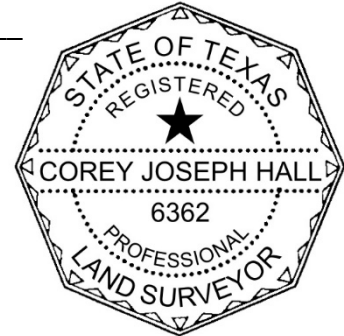
2. South 25°44'28" West, a distance of 221.50 feet, to a 1/2 inch iron rod found in the South line of said 16.8 acre tract, the North line of said 117 acre tract, and marking the Southwest corner of said 3.297 acre tract;

**THENCE**, North 62°28'49" West with the common line of said 16.8 acre tract and said 117 acre tract, a distance of 337.02 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 13.471 acres (586,776 square feet) of land, more or less.



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Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591





**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 2**

Being a 3.295 acre (143,531 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 3.295 acre tract being all of the called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, dated March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County (ORBC), and said 3.295 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.295 acre tract being more fully described as follows:

**COMMENCING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Southwest corner of a 30' access easement recorded in Volume 789, Page 372 ORBC, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road;

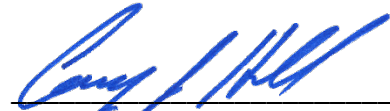
**THENCE**, South 62°28'49" East with the South line of said 16.8 acre tract and said access easement, and the North line of said 117 acre tract, a distance of 337.02 feet, to a 1/2 inch iron rod found for the Southeast corner of said access easement, and marking **POINT OF BEGINNING** and Southwest corner of the herein described tract;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 25°44'28" East, a distance of 221.50 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the herein described tract;
2. South 62°29'09" East, a distance of 650.95 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found in the East line of said 16.8 acre tract, in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northeast corner of the herein described tract, from which a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract bears North 27°09'18" East, a distance of 524.27 feet;

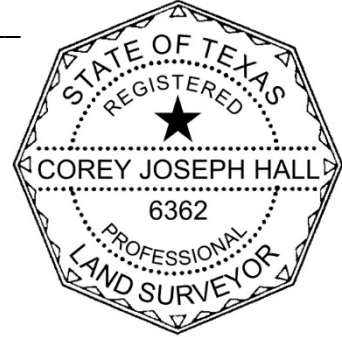
**THENCE**, South 27°09'18" West, with the West line of said 569.717 acre tract, a distance of 221.46 feet, to a 1/2 inch iron rod found in the North line of said 117 acre tract, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°28'49" West, with the North line of said 117 acre tract, a distance of 645.48 feet (called 645.92 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 3.295 acres (143,531 square feet) of land, more or less.



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Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



**EXHIBIT “B” TO WATER SERVICE AGREEMENT  
ELGIN’S TERMS AND CONDITIONS FOR WHOLESALE WATER SERVICE**

**EXHIBIT “C” TO WATER SERVICE AGREEMENT  
SCHEDULE FOR WATER NEEDS FOR LUND FARM**

| <b>Date of<br/>Availability</b> | <b>Cumulative<br/>LUEs</b> |
|---------------------------------|----------------------------|
| <b>1/1/2025</b>                 | 260                        |
| <b>1/1/2026</b>                 | 520                        |
| <b>1/1/2027</b>                 | 780                        |
| <b>1/1/2028</b>                 | 1040                       |
| <b>1/1/2029</b>                 | 1260                       |
| <b>1/1/2030</b>                 | 1480                       |
| <b>1/1/2031</b>                 | 1700                       |
| <b>1/1/2032</b>                 | 1920                       |
| <b>1/1/2033</b>                 | 2140                       |
| <b>1/1/2034</b>                 | 2360                       |
| <b>1/1/2035</b>                 | 2580                       |



**EXHIBIT “D” TO WATER SERVICE AGREEMENT  
POINT OF DELIVERY**

The Point of Delivery for Lund Farm Municipal Utility District is located at the Master Meter adjacent to the +/-1ac elevated storage tank site in the southwest corner of the development along County Line Road.

**EXHIBIT “E” TO WATER SERVICE AGREEMENT  
NAME AND ADDRESS FOR DISTRICT**

District Name: Lund Farm Municipal Utility District

District Address: The District is generally located west of State Highway 95, east of County Line Road and south of Lund Road in Elgin, Texas.



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Review and approve an amended agreement for Wastewater Service for Lund Farm Development.

**BACKGROUND:**

The Development has requested the addition of approximately 16.766 acres to the existing wastewater agreement for Lund Farm. Staff now presents this amended and restated agreement for review and approval.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Reveiw and approval of the amended and restated wastewater service agreement between Lund Farm Municipal Utility District.

**ATTACHMENTS:**

1. Lund Wastewater Amendment Resolution
2. Lund Farms Amended and Restated Wholesale Wastewater Agt

{ } 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. 2025-04-15-\_\_**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN  
AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT  
WITH LUND FARM MUNICIPAL UTILITY DISTRICT FOR  
WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS  
RELATED THERETO**

**WHEREAS**, The City of Elgin previously approved a wastewater service agreement with Lund Farm Municipal Utility District in August 2023; and,

**WHEREAS**, the Developer owns or has under contract to purchase from Judith Ann Lundgren and Michael Lundgren approximately 13.471 acres and 3.295 acres, respectively (the “Lundgren Property”); and,

**WHEREAS**, the Developer wishes to add the Lundgren Property to the existing Wastewater Service Agreement.

**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 Interim City Manager is hereby authorized to execute the *Amended and Restated Wastewater Service Agreement between Lund Farm Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

**PASSED AND ADOPTED** this 15th-day of April 2025.

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
Peyton Standifer, City Secretary



## AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

This Amended and Restated Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Lund Farm Investment LLC, a Texas limited liability company (“Owner”), the City of Elgin, Texas (“City”), Lund Farm Municipal Utility District (“District”), and Judith Ann Lundgren and Michael Lundgren (collectively, “Lundgren”). The Owner, the District, the City and Lundgren may be referred to herein each as a “Party” or collectively as the “Parties”.

WHEREAS, the Owner is a Texas limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Owner currently owns 569.717 acres of land, and owns or has under contract to purchase from Lundgren two additional tracts of land encompassing 13.471 acres and 3.295 acres (collectively, the “Lundgren Property”), all as more particularly described in Exhibit “A”, attached hereto and made a part hereof (said three tracts, together with any property currently owned or hereafter acquired by Owner and annexed into the District, the “Property”); and

WHEREAS, upon acquisition by Owner of the Lundgren Property from Lundgren, Owner shall be the successor to Lundgren, and Lundgren shall no longer be a party to this Agreement;

WHEREAS, the Property is partially located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 2,580 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into an Amended and Restated Development and Consent Agreement simultaneously herewith (“Development Agreement”) that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant and

certain interceptor lines connecting the Property to the wastewater facilities of the City (“Interceptor Lines”); and

WHEREAS, the City has previously adopted the Rate Order attached hereto as Exhibit “B” (the “Wholesale Rates”); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property; and

WHEREAS, this Agreement replaces and supersedes for all purposes that certain Wastewater Services Agreement dated effective as of October 19, 2023 previously executed by the Parties, and said agreement is of no further force or effect.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

The responsibility and timing for the design, construction, and financing of the wastewater treatment plant No. 2, Interceptor Lines, Off-Site Wastewater Conveyance Line Improvements, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (collectively, the “Off-Site Wastewater Facilities”) are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Off-Site Wastewater Facilities shall be performed in accordance with the Development Agreement.

2. Wastewater Service

The City agrees to provide wholesale wastewater service to the District for the Property to handle up to 2,580 LUEs. In providing this service, the City specifically agrees to allow the District to utilize the City’s existing wastewater collection system and treatment plant for wastewater service to up to 500 LUEs within the Project until completion of the New WWTP. Design and construction of the off-site interceptor line shall comply with City and State standards and shall be the responsibility of the District. Design and construction of the Off-Site Wastewater Conveyance Line Improvements shall comply with City and State standards and shall be the responsibility of the City. Substantial completion of the Off-Site Conveyance Line Improvements shall correspond to the substantial completion of the New WWTP and in no case be beyond 60 days beyond said substantial completion of the New WWTP.

3. Interior Improvements.

- (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the “Interior Improvements”). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.
- (b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City’s sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.
- (c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City’s Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

- (a) After completion and dedication of the Interceptor Lines to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Development Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas, the regulations of the Texas Commission on Environmental Quality, and all duly adopted rules and regulations of the City, subject to payment of the following:
  - (1) Tap fees and inspection fees as defined in the District’s Rate Order which will be collected by the District or by a third-party on behalf of the District. The Owner, the District and applicants for wastewater service within the Property are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below and the Development Agreement; and;
  - (2) Monthly services charges based on the Wholesale Rates set forth in this Agreement.
- (b) Once the Off-Site Wastewater Facilities are constructed, the City will receive, treat and dispose of, or shall contract for the treatment and disposal

of, all sewage generated by customers within the Property. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.

- (c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvement.
- (d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.6125 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Development Agreement.
- (f) Condition of Wastewater Delivered.
  - (i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's



System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.

(ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

(1) types and quantities of discharges that are prohibited for entry into their systems;

(2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and

(4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce

rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide

assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the District system in accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.
- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
  - (1) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or
  - (2) knowingly connect or provide service to any person or entity within



the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.

- (c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance requirements. Master meters shall be owned by the City and installed to measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then at the District's expense, additional calibrations may be performed. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property. If, as a result of any test or failure, the master meter(s) are found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the master meter(s) shall be corrected at the rate of the inaccuracy for any period which is definitively known or agreed upon or, if no such period is known or agreed upon:

- (1) based on the three-month winter average when available; or
- (2) the most recent three-month wastewater meter readings if no winter average is available.

6. Payments by the Owner.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees, applicable Capacity Fees, applicable Impact and Tap Fees, and Advance Payments, as defined in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city usage rates for wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the retail water service will be provided to the Property by the District with wholesale water services furnished by the City. The District will make every effort to utilize one bill to cover the cost of water, wastewater, and trash service. Nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wholesale wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

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

With Copy to: Mark J. Schroeder  
Hejl & Schroeder PC  
311 Talbot Street

PO Box 192  
Taylor, Texas 76574

OWNER: Lund Farm Investment LLC  
410 East 94th Street, Apartment 26A  
New York, New York 10128

DISTRICT: Lund Farm MUD  
McLean & Howard, LLP  
Attn: Tony Corbett  
4301 Bull Creek Road, Suite 150  
Austin, Texas 78731

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

- (a) If the City defaults under this Agreement, the Owner may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (b) If the Owner defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the “Effective Date”).

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

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

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

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

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

18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this



Agreement in every particular not otherwise changed by the amendment.

19. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.
20. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
21. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represent and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.
22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.
23. Assignability.
  - (a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other

affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.

- (b) This Agreement shall not be assigned by the City without the Owner's express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

Lundgren is executing this Agreement, as the owners of the Lundgren Property, to acknowledge their consent to inclusion of the Lundgren Property in this Agreement and shall have no obligations hereunder. Upon acquisition by Owner of the Lundgren Property from Lundgren, Owner shall be deemed the successor to Lundgren under this Agreement for all purposes, and Lundgren shall no longer be a party to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by it duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**ATTEST:**

**CITY OF ELGIN:**

\_\_\_\_\_  
City Secretary

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
                                             §  
COUNTY OF \_\_\_\_\_ §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

**LUND FARM INVESTMENT LLC**, a Texas  
limited liability company

By: \_\_\_\_\_

Printed Name: Jinsong Liu

Title: Managing Member

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jinsong Liu, Managing Member of LUND FARM INVESTMENT LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas



**DISTRICT:**

**LUND FARM MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of Lund Farm Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said strict.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**By execution below, Judith Ann Lundgren and Michael Lundgren acknowledge that this Agreement shall be binding upon the Lundgren Property.**

**LUNDGREN:**

**Judith Ann Lundgren**

## Michael Lundgren

## ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Judith Ann Lundgren.

(Seal and Expiration)

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Lundgren.

(Seal and Expiration)

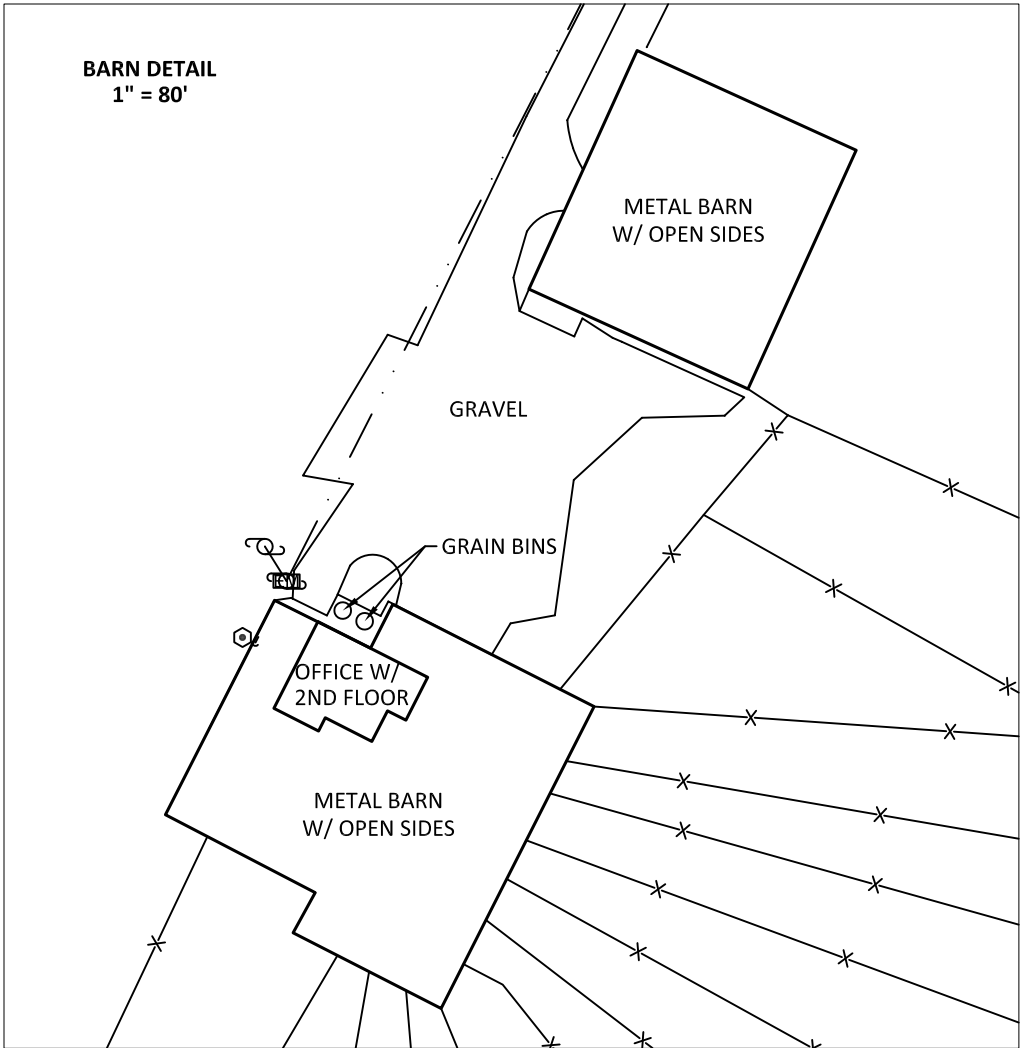
Notary Public, State of Texas

**EXHIBIT “A” TO WASTEWATER SERVICE AGREEMENT  
DESCRIPTION OF PROPERTY**

NOTES:

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY HERITAGE TITLE COMPANY OF AUSTIN, INC., G.F. NO. 202103847, EFFECTIVE DATE: SEPTEMBER 13, 2021. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- TITLE COMMITMENT SCHEDULE B, ITEM 10
  - EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
  - RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES



TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.  
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS 48021C0025E & 48021C0050E, EFFECTIVE JANUARY 19, 2006, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER 48453C0320H, EFFECTIVE SEPTEMBER 26, 2008, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA.

*Corey J. Hall*  
COREY J. HALL, RPLS  
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
  - 3/4 INCH IRON PIPE FOUND
  - ELECTRIC METER
  - METAL FENCE POST FOUND
  - FIBER OPTIC CABLE MARKER
  - GATE POST
  - GUY ANCHOR
  - MANHOLE (TELEPHONE)
  - POWER POLE
  - WATER METER
  - EXISTING FENCE
  - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
  - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
  - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
  - WD = WARRANTY DEED
  - GWD = GENERAL WARRANTY DEED
  - SWD = SPECIAL WARRANTY DEED
  - W/VL = DEED WITH VENDOR'S LIEN

LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-20, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

| NO. | DATE     | REVISIONS                  | BY  | DRAWN BY:   | CJH       |
|-----|----------|----------------------------|-----|-------------|-----------|
| 1   | 10/13/20 | LABELED EASEMENTS/ROADWAYS | CJH | CHECKED BY: | CJH       |
| 2   | 10/4/21  | UPDATE TITLE               | BRC | DATE:       | 08/28/20  |
|     |          |                            |     | SCALE:      | 1" = 500' |
|     |          |                            |     | JOB NO.:    | 4040.001  |



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM  
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974



**THE STATE OF TEXAS§**  
**COUNTIES OF BASTROP & TRAVIS§**

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

**THENCE**, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

**THENCE**, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

**THENCE**, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

**THENCE**, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

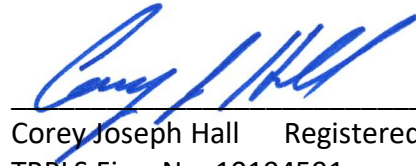
**THENCE**, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

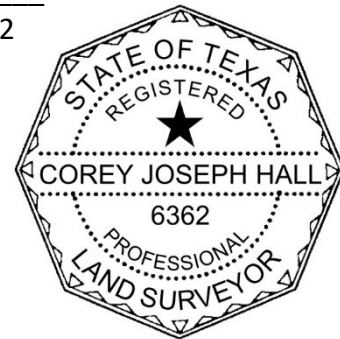
**THENCE**, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

**THENCE**, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.

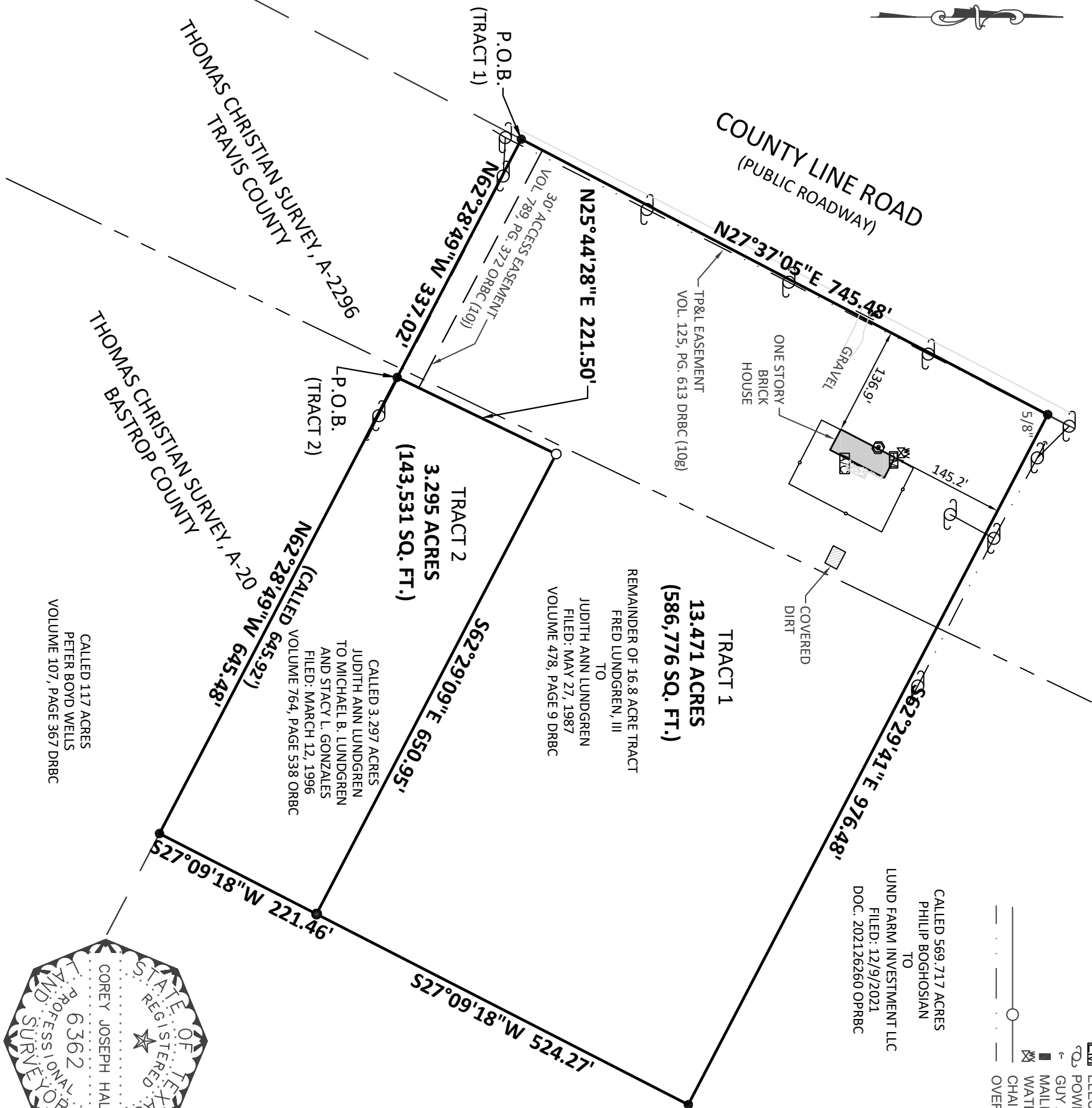


Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591





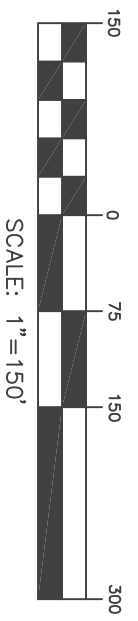
BEING TWO TRACTS OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, A-2296, IN TRAVIS COUNTY, TEXAS, AND THE THOMAS CHRISTIAN SURVEY, A-20, IN BASTROP COUNTY, TEXAS BEING THE REMAINDER OF A CALLED 168 ACRE TRACT CONVEYED FROM FRED LUNDGREN, III TO JUDITH ANN LUNDGREN, FILED MAY 27, 1987 AND RECORDED IN VOLUME 478, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND ALL OF THE CALLED 3.297 ACRE TRACT CONVEYED FROM JUDITH ANN LUNDGREN TO MICHAEL B. LUNDGREN AND STACY L. GONZALES, FILED MARCH 12, 1996 AND RECORDED IN VOLUME 764, PAGE 538 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS



- LEGEND**
- 1/2 INCH IRON ROD FOUND
  - 5/8 INCH IRON ROD SET
  - ◻ A/C UNIT
  - ◻ CLEANOUT
  - ◻ ELECTRIC METER
  - ◻ POWER POLE
  - ◻ GUY ANCHOR
  - ◻ MAIL BOX
  - ◻ WATER VALVE
  - ◻ CHAIN LINK FENCE
  - ◻ OVERHEAD ELECTRIC

**ABBREVIATIONS**

DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS  
ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS  
P.O.B. = POINT OF BEGINNING



CALLED 569.717 ACRES  
PHILIP BOGHOSIAN  
TO  
LUND FARM INVESTMENT LLC  
FILED: 12/9/2021  
DOC. 202126260 OPRBC

**NOTES:**

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **INDEPENDENCE TITLE**, G.F. NO. **2432519-ELG**, EFFECTIVE DATE: **AUGUST 14, 2024**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
  - BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- SCHEDULE B ITEMS (10):
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT DATED MARCH 12, 1949 TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOL. 125, PG. 613 DRBC. **AFFECTS SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 59 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - RIGHT OF WAY EASEMENT DATED JULY 9, 1993 TO AQUA WATER SUPPLY CORP., RECORDED IN VOL. 694, PG. 60 ORBC. **DOES NOT AFFECT SUBJECT PROPERTY**
  - 30' ACCESS EASEMENT RECORDED IN VOL. 789, PG. 372 ORBC. **AFFECTS SUBJECT PROPERTY**

**TO: INDEPENDENCE TITLE**  
**RE: LUND FARM INVESTMENT LLC**

THE UNDERSIGNED HEREBY CERTIFIES:  
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **OCTOBER 14, 2024**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48453C0320H**, **EFFECTIVE SEPTEMBER 26, 2008**, AND FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48021C0025E**, EFFECTIVE **JANUARY 19, 2006**, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



*Corey Joseph Hall*  
COREY JOSEPH HALL, RPLS  
TEXAS REGISTRATION NO. 6362

|                      |                  |
|----------------------|------------------|
| DRAWN BY: BRC        | DATE: 10/14/2024 |
| JOB NO.: 4309.002.00 | SCALE: 1" = 150' |
|                      | SHEET 1 OF 1     |

**LAND TITLE SURVEY**  
15219 COUNTY LINE ROAD  
ELGIN, TEXAS

**KONTUR**  
TECHNICAL, LLC

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664  
TEL: (512) 360-0012    TBPELS REGISTRATION #10194591

**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 1**

Being a 13.471 acre (586,776 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 13.471 acre tract being part of the called 16.8 acre tract conveyed from Fred Lundgren, III to Judith Ann Lundgren, dated May 27, 1987 and recorded in Volume 478, Page 9 of the Deed Records of Bastrop County (DRBC), and said 13.471 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 13.471 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road, and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°37'05" East, with the East line of County Line Road and the West line of said 16.8 acre tract, a distance of 745.48 feet, to a 5/8 inch iron rod found for a corner in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northwest corner of said 16.8 acre tract and the herein described tract;

**THENCE**, with the West line of said 569.717 acre tract as follows:

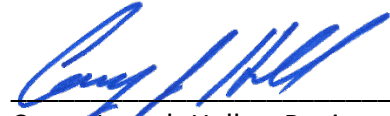
1. South 62°29'41" East, a distance of 976.48 feet, to a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract and the herein described tract;
2. South 27°09'18" West, a distance of 524.27 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found for the Northeast corner of a called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County, Texas, and marking the Southeast corner of the herein described tract, from which 1/2 inch iron rod found for the Southeast corner of said 16.8 acre tract bears South 27°09'18" West, a distance of 221.46 feet;

**THENCE**, over and across said 16.8 acre tract as follows:

1. North 62°29'09" West, a distance of 650.95 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of said 3.297 acre tract;

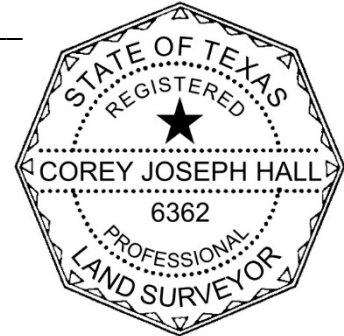
2. South 25°44'28" West, a distance of 221.50 feet, to a 1/2 inch iron rod found in the South line of said 16.8 acre tract, the North line of said 117 acre tract, and marking the Southwest corner of said 3.297 acre tract;

**THENCE**, North 62°28'49" West with the common line of said 16.8 acre tract and said 117 acre tract, a distance of 337.02 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 13.471 acres (586,776 square feet) of land, more or less.



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Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



**THE STATE OF TEXAS§  
COUNTIES OF BASTROP & TRAVIS§**

**TRACT 2**

Being a 3.295 acre (143,531 square feet) tract of land out of the THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the THOMAS CHRISTIAN SURVEY, A-2296, located in Travis County, Texas, said 3.295 acre tract being all of the called 3.297 acre tract conveyed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, dated March 12, 1996 and recorded in Volume 764, Page 538 of the Official Records of Bastrop County (ORBC), and said 3.295 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on October 14, 2024. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.295 acre tract being more fully described as follows:

**COMMENCING** at a 1/2 inch iron rod found for the Southwest corner of said 16.8 acre tract, the Southwest corner of a 30' access easement recorded in Volume 789, Page 372 ORBC, the Northwest corner of a called 117 acre tract conveyed to Peter Boyd Wells, recorded in Volume 107, Page 367 DRBC, being in the East line of County Line Road;

**THENCE**, South 62°28'49" East with the South line of said 16.8 acre tract and said access easement, and the North line of said 117 acre tract, a distance of 337.02 feet, to a 1/2 inch iron rod found for the Southeast corner of said access easement, and marking **POINT OF BEGINNING** and Southwest corner of the herein described tract;

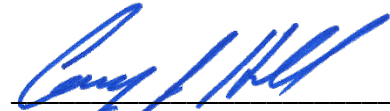
**THENCE**, over and across said 16.8 acre tract as follows:

1. North 25°44'28" East, a distance of 221.50 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the herein described tract;
2. South 62°29'09" East, a distance of 650.95 feet, to a 1/2 inch iron rod with a yellow cap stamped "J.E. GARON RPLS 433" found in the East line of said 16.8 acre tract, in the West line of a called 569.717 acre tract conveyed from Philip Boghosian to Lund Farm Investment LLC, filed December 9, 2021 and recorded in Document No. 202126260 of the Official Public Records of Bastrop County, Texas, and marking the Northeast corner of the herein described tract, from which a 1/2 inch iron rod found for the Northeast corner of said 16.8 acre tract bears North 27°09'18" East, a distance of 524.27 feet;

**THENCE**, South 27°09'18" West, with the West line of said 569.717 acre tract, a distance of 221.46 feet, to a 1/2 inch iron rod found in the North line of said 117 acre tract, and marking the Southeast corner of the herein described tract;

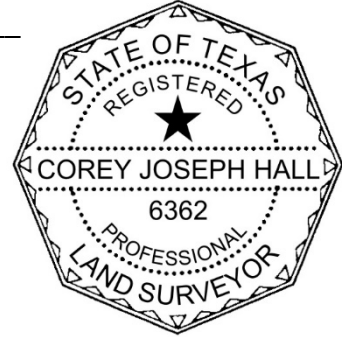


**THENCE**, North 62°28'49" West, with the North line of said 117 acre tract, a distance of 645.48 feet (called 645.92 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 3.295 acres (143,531 square feet) of land, more or less.



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Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



**EXHIBIT “B” TO WASTEWATER SERVICE AGREEMENT  
RATE ORDER**

B-1. Wastewater Rates.

The rate that the City charges the District for wastewater service will be the wastewater rate established by ordinance from time to time by the Elgin City Council, as modified by certain credits set forth in this Article X.1.

B-2. Cost of Service.

The District agrees that the wastewater rates charged to the District shall be based upon the Base Rate and Volume Rate established for City Residential Users. As consideration for the assessment of City Residential User rates, the City agrees that total volume charges billed by the City to the District shall be reduced by the credits set forth as follows. The City agrees that no costs for billing, collecting or customer meter reading shall be included in the calculations for Residential User rates to the District. The City agrees that such costs will not be included in the District's rates.

B-3. Initial Service Period.

From the date of commencement of wastewater service to the District by the City and the two years thereafter ("Initial Service Period"), the District shall pay a Base Charge of \$23.98 per month for each sanitary sewer connection in the District. Additionally, the District shall pay a Volume Charge of \$3.40 per thousand gallons of wastewater treated in the month, as metered during the City's normal billing cycle for the month. This Volume Charge is based on the following calculation: Total volume of wastewater metered divided by 1,000 multiplied by \$3.40.

By way of illustration, if there are 250 sanitary sewer connections in the District during the initial service period, the monthly Base Charge will be 250 multiplied by \$23.98 or \$5,995.00.

The monthly Volume Charge during the initial service period will be \$3.40 multiplied by the total volume of wastewater metered during the billing period divided by 1,000. Assuming an average volume of wastewater produced per connection of 5,500 gallons, the total volume of wastewater produced in the month for 250 connections would be 1,375,000 gallons divided by 1,000 times \$3.40 for a total Volume charge of \$4,675.00

B-4. Remaining Contract Years.

Beginning after the Initial Service Period and for the remaining Contract Term, the monthly Base Charge and Volume Rate will be calculated as follows:

Base Rate = Rate established by Ordinance for the fiscal year for City residential customers (Annual Wastewater related Debt Service / Number of Connections / 12 months.)

Volume Rate = Rate established by Ordinance for the fiscal year for each 1,000 gallons of wastewater generated by City residential customers minus a percentage of Utility Billing costs allocable to wastewater customers.

EXAMPLE:

Base Rate = \$23.98 per month per connection  
250 Connections = \$5,995 per month

Volume Rate = \$4.01 per 1,000 gallons  
(Utility Billing Costs allocable to Sewer Customers)  
(Total Annual Wastewater System O&M Costs)

$$\frac{(\$125,722)}{(\$825,975)} = 15.22\%$$

$$15.22\% \times \$3.98 = \$0.61 \text{ adjustment}$$

$$\$4.01 - \$0.61 = \mathbf{\$3.40 \text{ per 1,000 gallons of wastewater produced}}$$





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO AND ACKNOWLEDGING THE SCHOOL SITE DONATION AGREEMENT BETWEEN LUND FARM INVESTMENT, LLC, A TEXAS LIMITY LIABILITY COMPANY AND ELGIN INDEPENDENT SCHOOL DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Consideration of a Resolution consenting to and acknowledging the School Site Donation Agreement between Lund Farm Investment LLC , and Elgin Independent School District.

**BACKGROUND:**

Discussed at previous meetings; Lund Farm Investment LLC, through the Lund Farm Municipal Utility District (MUD). is developing 569+ acres of land within City's ETJ as "Lund Farm", a master-planned residential community with many amenities and park & recreational facilities. The City previously executed a Development and Consent Agreement with the developers and the Lund Farm MUD that stipulates various development standards and contributions required of the project. Section 3.02 of said agreement states, in part, the following relating to the provision of a school site:

***School Contribution. Developer agrees,..to dedicate a site to the City on which the...Elgin Independent School District (EISD) will construct and operate a public school campus...at no cost to the City.***

The developers and EISD have now reached agreement (Attachment #3) on a ±12-acre public school project to be built in Lund Farm to serve the Elgin community. To achieve that end, Lund Farm Investment LLC and the Lund Farm MUD are desirous of executing their option under the City's Development and Consent Agreement to donate said school site directly to the Elgin Independent School District rather than to the City as described.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution consenting to and acknowledging the School Site Donation Agreement between Lund Farm Investment LLC , Lund Farm MUD and Elgin Independent School District as described; and direction to staff, if any.

**ATTACHMENTS:**

1. Lund Farm School Site Resolution

## 2. EISD.Lund Farms School Site Signed Contract

- { } 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. 2025-04-15-\_\_**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING  
TO AND ACKNOWLEDGING THE SCHOOL SITE DONATION  
AGREEMENT BETWEEN LUND FARM INVESTMENT LLC, A  
TEXAS LIMITED LIABILITY COMPANY AND ELGIN  
INDEPENDENT SCHOOL DISTRICT AND MAKING CERTAIN  
FINDINGS RELATED THERETO**

**WHEREAS**, The Elgin City Council approved and authorized a Development and Consent Agreement (the “Agreement”) on August 15, 2023 with Lund Farm Investment LLC, a Texas limited liability company (the “Developer”) and Lund Farm Municipal Utility District, a conservation and reclamation district of the State of Texas; and,

**WHEREAS**, Section 3.02 of the Agreement requires the Developer to either convey an approximately 12-acre school site to the City to be used for construction and operation of an elementary school facility, or pay to the City a fee per single family residential lot located in the Project; and,

**WHEREAS**, the Elgin Independent School District desires to construct and operate an elementary school facility on the Property; and

**WHEREAS**, the Developer has elected to donate the Property to Elgin Independent School District in accordance with the terms and provisions of the School Site Donation Agreement (Exhibit “A”), and:

**WHEREAS**, the City desires to further the acquisition of certain real property by the Elgin Independent School District to construct and operate a public school campus within the Lund Farm Development,

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

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

**Section 2. Authorization.** The Mayor is hereby authorized to consent to the *School Site Donation Agreement between Lund Farm Investment LLC and Elgin Independent School District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

**PASSED AND ADOPTED** this 15th-day of April 2025.

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

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PEYTON STANDIFER, City Secretary



## **SCHOOL SITE DONATION AGREEMENT**

This **SCHOOL SITE DONATION AGREEMENT** (this “**Agreement**”) is between **LUND FARM INVESTMENT, LLC**, a Texas limited liability company (“**Lund**”) and **ELGIN INDEPENDENT SCHOOL DISTRICT**, an independent school district under the laws of the State of Texas (“**Elgin ISD**”), and is effective on the date (the “**Effective Date**”) that is the later to occur of: (i) the last of the signatures by Lund and Elgin ISD as parties to this Agreement and by Title Company to acknowledge receipt of this Agreement; and (ii) satisfaction of the Conditions Precedent (as defined below).

### **RECITALS**

**WHEREAS**, Lund owns and is currently developing approximately 569.717 acres of land that is more particularly described in **Exhibit A** attached hereto same being located in the extraterritorial jurisdiction of the City of Elgin, Texas (the “**City**”), as a master-planned mixed use residential community (the “**Project**”);

**WHEREAS**, Lund and the City have entered into a Development and Consent Agreement (as it has been and may be amended from time to time, the “**Development Agreement**”) that, among other things, requires Lund to either convey an approximately 12-acre school site to Elgin ISD to be used for construction and operation of an elementary school facility, or pay to the City a fee per single family residential lot located in the Project;

**WHEREAS**, the Development Agreement further provides for reversion of the school site to Lund in the event that the Elgin ISD has not constructed and commenced operation of the elementary school conveyance within four (4) years of the date of conveyance;

**WHEREAS**, Elgin ISD desires to construct and operate an elementary school facility on the Property (as defined below); and

**WHEREAS**, Lund has elected to donate the Property to Elgin ISD in accordance with the terms and provisions of this Agreement and thereby satisfy its obligations under the Development Agreement;

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties agree as follows:

### **AGREEMENT**

Lund: LUND FARM INVESTMENT, LLC  
Address: 40 East 94th Street, Apartment 26A  
New York, New York 10128  
Email: \_\_\_\_\_

Lund's Attorney: MCLEAN & HOWARD, LLP  
Address: Attn: \_\_\_\_\_  
4301 Bull Creek Road, Ste. 150  
Austin, Texas 78731  
Email: csimon@mcleanhowardlaw.com

Lund's Broker: None

Elgin ISD: ELGIN INDEPENDENT SCHOOL DISTRICT  
Address: Attn: Rainey Lann  
1002 N. Avenue C  
Elgin, Texas 78621  
Email: [rainey.lann@elginisd.net](mailto:rainey.lann@elginisd.net)

Elgin ISD's Attorney: THOMPSON & HORTON LLP  
Address: Attn: Mark D. Smith  
500 North Akard Street, Suite 3150  
Dallas, Texas 75201  
Email: [msmith@thompsonhorton.com](mailto:msmith@thompsonhorton.com)

Elgin ISD's Broker: None

Property: The 12-acre tract of land located within the Project in Bastrop County, Texas, as generally depicted on **Exhibit B** attached hereto and incorporated herein, with the final acreage and legal description determined by the Survey as described herein.

Title Company: FIRST AMERICAN TITLE INSURANCE COMPANY  
Address: Attn: April Welch, CESP  
10900 Stonelake Blvd.  
Suite 102, Quarry Oak II  
Austin, Texas 78759  
Email: [awelch@firstam.com](mailto:awelch@firstam.com)

Purchase Price: Elgin ISD and Lund acknowledge and agree that the aggregate fair market value of the Property is estimated to be \$1,200,000.00 (the "**Estimated Property Value**"). Lund will obtain an appraisal of the Property prior to the Closing (as defined in Section K. of this Agreement) using a third-party appraiser selected by Lund in its commercially reasonable discretion. The appraiser will be contracted by Lund, and any fees for said appraiser will be at the sole cost of Lund. Upon receipt of the determination of the value of the Property by the third-party appraiser, Lund and Elgin ISD acknowledge and agree that the Estimated Property Value will be deemed to be automatically amended to the appraised value of the property ("**Appraised Property Value**"), without the need to execute a written amendment to this Agreement.

Elgin ISD acknowledges that Lund intends to claim a charitable deduction for federal income tax purposes in the amount of the Appraised Property Value to the extent permitted by applicable law. Elgin ISD agrees to cooperate with Lund in promptly executing documents and providing any additional documentation or information as may be reasonably requested by Lund to accomplish such charitable deduction for federal income tax purposes.

Earnest Money: None.

Independent Consideration: Within five (5) business days after the Effective Date, Elgin ISD will deliver to the Title Company the sum of One Hundred and No/100 Dollars (\$100.00) (the “**Independent Consideration**”) as consideration for Elgin ISD’s option to accept the Property and for Lund providing the Inspection Period to Elgin ISD, and, notwithstanding any provision in this Agreement to the contrary, the Independent Consideration will be nonrefundable to Elgin ISD in all circumstances, and, if this Agreement is terminated for any reason, the Independent Consideration will be delivered to Lund promptly upon such termination. At the Closing, the Independent Consideration will be released and paid to Lund.

County for Performance: Bastrop County, Texas

#### **A. Deadlines and Other Dates**

All deadlines in this Agreement expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this Agreement.

1. Earnest Money Deadline: Not Applicable.
2. Delivery of Title Commitment: Within seven (7) days following the Effective Date.
3. Delivery of Survey: Within forty-five (45) days following the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment: Within seven (7) days following the Effective Date.
6. Delivery of Title Objections: Twenty (20) business days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Lund’s records as specified in **Exhibit D**: Within seven (7) days following the Effective Date.
8. End of Inspection Period: One ninety (90) days after the Effective Date.
9. Closing Date: On or before Thirty (30) days after the End of the Inspection Period.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Lund and Elgin ISD.
11. Reversion Date: means the date that is four (4) years after Closing.

#### **B. Closing Documents**

1. At the Closing, Lund will deliver the following items:  
  
Special Warranty Deed

Post-Closing Development Agreement

IRS Non-foreign Person Affidavit

Evidence of Lund's authority to close this transaction

Lien release, if any

Notice to Purchaser as required by Texas Water Code Section 49.452

Any additional documents as may be reasonably required by the Title Company or Elgin ISD in order to close this transaction

2. At the Closing, Elgin ISD will deliver the following items:

Special Warranty Deed

Post-Closing Development Agreement

Evidence of Elgin ISD's authority to close this transaction

Notice to Purchaser as required by Texas Water Code Section 49.452

Any additional documents as may be reasonably required by the Title Company or Lund in order to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents." The Special Warranty Deed will be prepared substantially on the form attached as Exhibit F.

**C. Exhibits**

The following are attached to and are a part of this Agreement:

Exhibit A – Description of the land which comprises the Project

Exhibit B – Depiction of the Property

Exhibit C – Representations; As is, Where is

Exhibit D – Lund's Records

Exhibit E – Applicable Statutory Notices, Statements, and Certificates

Exhibit F – Form of Special Warranty Deed

Exhibit G – Form of Memorandum of Donation Agreement

**D. Donation of Property**

1. *Donation; Conditions Precedent.* Lund agrees to donate and convey the Property to Elgin ISD, subject to Lund's right of reversion as hereinafter provided (and specified in the Special Warranty Deed), and Elgin ISD agrees to accept the donation of the Property subject to such reversionary rights. The promises by Elgin ISD and Lund stated in this Agreement are the consideration for the formation of this Agreement. **Lund and Elgin ISD covenant and agree that the effectiveness of this Agreement is contingent upon: (i) the City of Elgin City Council's approval of this Agreement as satisfying Lund's obligations under the Development Agreement relating to the donation of a school site in a form acceptable to Lund in a properly noticed open meeting, execution of same by an authorized representative of the City of Elgin, and delivery of same to Lund; and (ii) the School Board of Elgin ISD's approval of this Agreement in a properly noticed open meeting (together, the "Conditions Precedent").** If the Conditions Precedent are not secured within sixty (60) days of the Effective Date, either Party may terminate this Agreement by written notice of termination to the other Party.

2. *Use of Property.* The Property will be used by Elgin ISD only for the construction and operation of an elementary school facility for the purpose of providing primary education of students and uses ancillary thereto (the "School") for the residents of Elgin ISD, and for no other purpose. The term "elementary school facility" will mean one or more permanent structures intended primarily for the purpose of classroom instruction of students during the early primary education grade levels.

3. *Development of the Property.* In connection with Elgin ISD's intended use and development of the Property, the parties during the Inspection Period shall negotiate in good faith the specific terms of a "**Post-Closing Development Agreement**" to be executed at Closing which among other things shall include the following:

*Easements.* The conveyance and execution of easements to be recorded in the Official Public Records of Bastrop County, Texas (in form and location reasonably acceptable to Lund and Elgin ISD) reasonably required for the development, use, and enjoyment of the Property as well as the remainder of the Project, including, but not limited to, right of way easements and utility easements, provided that any such easements shall not unreasonably interfere with either party's development and/or use of such party's property; and in the event that the Property does not have fee simple frontage on a public right-of-way providing access to the Property acceptable by applicable governmental authorities as of the Closing Date, Lund will grant to Elgin ISD, at Closing, a temporary access easement located as Lund and Elgin ISD may reasonably determine, for ingress and egress between the Property and a public right-of-way on a form reasonably acceptable to Lund and Elgin ISD. Any such temporary access easement shall provide that the temporary access easement shall not unreasonably interfere with Lund's development of the Project, and Lund shall have the right to relocate the temporary access easement area as may be reasonably necessary in connection with Lund's development of the Project.

*Roadway Infrastructure & Utility Infrastructure.* In developing the Project encompassing the Property, the Post-Closing Development Agreement shall provide for Lund at its sole cost and expense to install or arrange for the installation of certain roadway infrastructure and utility infrastructure to the perimeter of the Property and as otherwise agreed upon by the parties, sufficient to accommodate the use of the Property as a site for the School. The Post-Closing Development Agreement shall provide for Lund to install or arrange for installation of all-weather construction roadway access to the Property on or before a to be agreed upon date certain to be included in the Post-Closing Development Agreement. The Post-Closing Development Agreement shall specify Lund's specific obligations with respect to the utility infrastructure and roadway infrastructure.



Lund shall have no obligation to provide any roadway infrastructure or utility infrastructure within the boundary lines of the Property. Similarly, Lund shall have no obligation to deliver actual utilities services to the Property, or guarantee delivery of such services by any third party service providers, or provide any payments to any such third party service providers, including but not limited to connection fees, impact fees, capital recovery fees, inspection fees, or any other fees or costs of any kind or nature that must be paid as a condition of or in connection with the delivery of actual utilities services to the Property.

*Drainage Facilities.* The Post-Closing Development Agreement shall specify the location and construction of a detention pond and related facilities to serve the Property and all other drainage facilities necessary to serve the Property.

*Post Closing Cooperation.* The Post-Closing Development Agreement shall provide for Lund to reasonably cooperate with Elgin ISD, at no cost or expense to Lund, to transfer the applications, permits, and licenses, excluding any rights to reimbursement from the MUD or other rights related to the MUD, held by Lund, and used in the operation of the Property and to obtain any consents necessary for Elgin ISD to operate the Property after the Closing.

*Commencement of School Operations.* The Post-Closing Development Agreement shall provide for Elgin ISD to commence elementary school operations on the Property prior to August 1, 2028 (provided Lund has met its obligations thereunder to timely complete construction of roadway infrastructure and utility infrastructure).

4. *Pre-Closing Cooperation.* Prior to Closing, Lund will reasonably cooperate with Elgin ISD, at no cost or expense to Lund, (a) to transfer any existing permits and licenses held by Lund necessary for operation of the Property by Elgin ISD, which transfers shall be contingent upon Closing; (b) to assist Elgin ISD in securing any approvals necessary for Elgin ISD to operate the Property as an elementary school after Closing; and (c) with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for or at the request of Elgin ISD.

5. *Memorandum of Agreement.* At the Closing, a Memorandum of Donation Agreement substantially in the form attached as **Exhibit G** will be recorded on the Property in the Official Public Records of Bastrop County.

6. *Development of The Project.* Elgin ISD agrees that (i) it will not interfere with or object to Lund's development of the land adjacent to the Property or the Project for any reason related to the School, and will promptly execute and deliver any documents reasonably requested by Lund in connection with Lund's development of the Project, and (ii) the development of the Property as an elementary school facility and the construction of the School will not interfere with the development of the land adjacent to the Property or the Project.

If the parties are unable to reach an agreement regarding the form of the Post-Closing Development Agreement prior to the End of the Inspection Period, then this Agreement shall terminate for all purposes, and the parties shall be without further rights or obligations to each other under this Agreement except for those that expressly survive a termination.

E. **Interest on Earnest Money** - Not Applicable.

F. **Title and Survey**

1. *Review of Title.* The following statutory notice is provided to Elgin ISD on behalf of the real estate licensees, if any, involved in this transaction: Elgin ISD is advised that it should either have the abstract covering the Property examined by an attorney of Elgin ISD's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* **"Title Commitment"** means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for the underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement. **"Title Policy"** means an Owner Policy of Title Insurance issued by Title Company, as agent for the underwriter, in conformity with the last Title Commitment delivered to and approved by Elgin ISD.

3. *Survey.* Lund, at Lund's expense, shall cause to be prepared and delivered to the Lund, Elgin ISD, and the Title Company a current survey that meets the requirements of this Section F. 3. (**"Survey"**). The exact size, number of acres, location and legal description of the Property provided by the final approved Survey, including, the metes and bounds description from the surveyor's signed and sealed field notes, shall be incorporated herein by reference as the legal description of the Property for all purposes, including the delivery of the Deed from the Lund to the Elgin ISD conveying title to the Property. In general, the Survey shall (i) be made and staked on the ground; (ii) show the location of all Improvements (subsurface improvements only if there is evidence of such on or above surface or in recorded instruments), highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (iii) show all visible discrepancies, conflicts, or encroachments; (iv) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (v) be a true, correct, and accurate representation of the Property; (vi) set forth the number of total acres, gross square feet, and Net Square Feet comprising the Property; (vi) include references to the recording information applicable to the documents creating all easements, rights-of-way, or other encumbrances, including the county in which such information is recorded; (vii) reference the Title Company and Title Commitment date and file number; (viii) indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply; (ix) contain a certification specifically to Elgin ISD, Lund and Title Company in a form reasonably satisfactory to Elgin ISD and approved by the surveyor prior to commencement of the survey; and (x) in general, comply with the Texas Society of Professional Surveyors requirements for a Category 1A Condition II survey. The surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. Elgin ISD shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section F. 6.

4. *UCC Search.* Not Applicable

5. *Delivery of Title Commitment, Existing Survey, and Legible Copies.* Lund will use commercially reasonable efforts to deliver: (i) the Title Commitment to Elgin ISD by the deadline stated in section A.2; (ii) legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.5; and (iii) the Survey to Elgin ISD by the deadline stated in section A.3.

6. *Title Objections.* Elgin ISD has until the deadline stated in section A.6 (**"Title Objection Deadline"**) to review the Survey, the Title Commitment, and legible copies of the title instruments referenced in them and notify Lund of Elgin ISD's objections to any of them (**"Title Objections"**). Elgin ISD will be deemed to have approved all matters reflected by the Survey, if any, and Title Commitment to

which Elgin ISD has made no Title Objection by the Title Objection Deadline. The matters that Elgin ISD either approves or is deemed to have approved are “**Permitted Exceptions.**” If Elgin ISD notifies Lund of any Title Objections, Lund has five (5) days from receipt of Elgin ISD’s notice to notify Elgin ISD whether Lund agrees to cure the Title Objections before the Closing (“**Cure Notice**”), it being expressly acknowledged and agreed by Elgin ISD that Lund shall have no obligation to cure any of the Title Objections. If Lund does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before the Closing, Elgin ISD may, within five (5) days after the deadline for the giving of Lund’s Cure Notice, notify Lund that either this Agreement is terminated or Elgin ISD will proceed to close, subject to Lund’s obligations to resolve the items listed in Schedule C of the Title Commitment that pertain to Lund, remove all exceptions that arise by, through or under Lund after the Effective Date and are not approved or consented to by Elgin ISD (such approval or consent not to be unreasonably withheld, conditioned or delayed) or otherwise expressly contemplated in this Agreement, and cure only the Title Objections that Lund has agreed to cure in the Cure Notice, if any. At or before the Closing, Lund must resolve the items that are listed on Schedule C of the Title Commitment that pertain to Lund, remove all exceptions that arise by, through or under Lund after the Effective Date of this Agreement and are not approved or consented to by Elgin ISD (such approval or consent not to be unreasonably withheld, conditioned or delayed), and cure the Title Objections that Lund has agreed in the Cure Notice to cure, if any.

#### **G. Inspection Period**

1. *Review of Lund’s Records.* Lund will deliver to Elgin ISD copies of Lund’s records specified in **Exhibit D**, or otherwise make those records available for Elgin ISD’s review either via physical copies or Dropbox or other similar online data room, by the deadline stated in section A.7, to the extent that such records are in Lund’s current, actual possession or reasonable control as of the Effective Date. Delivery of any such records to Elgin ISD shall be on an “as-is, where-is, with all faults” basis without any representation or warranty whatsoever. Lund shall not be obligated to obtain or provide any such records that are not in existence as of the Effective Date. Lund shall not be obligated to provide any records to Elgin ISD that are work product, proprietary, privileged or otherwise confidential in nature.

2. *Entry onto the Property.* Elgin ISD may enter the Property before the Closing to inspect it, subject to the following:

- a. Elgin ISD may not unreasonably interfere with existing operations or occupants of the Property;
- b. Elgin ISD must notify Lund in writing not less than 24 hours in advance of Elgin ISD’s plans to conduct tests so that Lund may be present or arrange to have a representative present during the tests;
- c. If the Property is altered or damaged because of Elgin ISD’s inspections, Elgin ISD must return the Property to its pre-inspection condition promptly after the alteration or damage occurs;
- d. Elgin ISD must deliver to Lund copies of all inspection reports that Elgin ISD prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- e. Elgin ISD must abide by any other reasonable entry rules imposed by Lund.

3. *Elgin ISD's Right to Terminate.* Elgin ISD may terminate this Agreement for any reason by notifying Lund in writing before the end of the Inspection Period.

4. *Insurance.* Prior to any entry by Elgin ISD or any of Elgin ISD's designees onto the Property, Elgin ISD will (i) if Elgin ISD does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Lund, covering all work during the Inspection Period, with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00; and (ii) deliver to Lund a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Lund and any mortgagee of Lund herein have been named as additional insureds thereunder with respect to such work. Such insurance will be written on an "occurrence" basis, and will be maintained in force until the expiration or earlier termination of this Agreement and the conclusion of the Inspection Period.

5. *Inspection Obligations; Indemnity.* All inspection expenses incurred by the Elgin ISD, at any time, will be at the expense of Elgin ISD. Elgin ISD agrees to repair any damage to the Property and, subject to any applicable waiver of subrogation under insurance maintained by Lund, to the extent allowed by Texas law to indemnify and hold Lund harmless from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages, or injuries, caused by activities of Elgin ISD or its agents in connection with entering the Property or conducting the inspections thereof, except to the extent any such damage, liability, costs, expenses or injuries are caused by the gross negligence, reckless or willful misconduct of Lund or its agents, and except to the extent arising or resulting from matters merely discovered by Elgin ISD, or any pre-existing conditions. The obligations set forth in the preceding sentence will survive the Closing or any termination of this Agreement.

## **H. Representations**

Lund's representations stated in **Exhibit C** are true and correct as of the Effective Date and must be true and correct on the Closing Date, but will not survive the Closing.

## **I. Condition of the Property until Closing; Cooperation**

1. *Maintenance and Operation.* Until the Closing, Lund will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Lund will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Elgin ISD of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Elgin ISD may consider the new information before the end of the Inspection Period. If Lund's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Elgin ISD may terminate this Agreement if Lund enters into, amends, or terminates any contract that affects the Property, with the exception of the Permitted Amendments (as defined in Section M of this Agreement), without first obtaining Elgin ISD's written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Notwithstanding the foregoing, Elgin ISD hereby acknowledges that Lund is in the process of amending the Development Agreement, a wholesale water service agreement, and a wholesale wastewater service

agreement, to secure the City of Elgin's consent to annexation of additional lands being acquired by Lund into the municipal utility district that encompasses the Project, to secure City approval for development of such additional lands, and to secure additional wholesale water and wastewater services from the City for such additional lands, and Elgin ISD consents thereto for all purposes provided the amendments do not impact the Property.

2. *Casualty Damage.* Not Applicable.

3. *Condemnation.* Lund will notify Elgin ISD promptly after Lund receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Elgin ISD may terminate this Agreement if the condemnation would materially affect Elgin ISD's intended use of the Property by giving notice to Lund within fifteen (15) days after receipt of Lund's notice to Elgin ISD (or before the Closing if Lund's notice is received less than fifteen (15) days before the Closing). If Elgin ISD does not terminate this Agreement, (a) Elgin ISD and Lund will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Lund, and (c) if the taking occurs before the Closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Lund will notify Elgin ISD promptly of any claim or administrative hearing that is threatened, filed, or initiated before the Closing that affects the Property.

#### **J. Termination**

1. *Disposition of Earnest Money after Termination* – Not Applicable.

2. *Duties after Termination.* If this Agreement is terminated, Elgin ISD will promptly return to Lund all documents relating to the Property that Lund has delivered to Elgin ISD, all copies that Elgin ISD has made of the documents, and all of Elgin ISD's due diligence materials pertaining to the Property. Elgin ISD will also promptly repair any alteration or damage caused to the Property by Elgin ISD's entry onto the Property and/or conducting of its due diligence investigations. After return of the documents and copies, neither party will have further duties or obligations to the other under this Agreement, except for those obligations that cannot be or were not performed before termination of this Agreement. Elgin ISD's obligations set forth in this paragraph will survive a termination of this Agreement.

#### **K. Closing**

1. *Closing.* This transaction will close (the "**Closing**") at Title Company's offices on the Closing Date at the Closing Time. At the Closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Closing Costs.* Elgin ISD will deliver amounts that Elgin ISD is obligated to pay under this Agreement to Title Company.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse funds in accordance with this Agreement, record the Special Warranty Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.



d. *Possession.* Lund will deliver possession of the Property to Elgin ISD, subject to the Permitted Exceptions existing at the Closing.

2. *Transaction Costs.*

a. *Lund's Costs.* Lund will pay its own attorney's fees in connection with the transaction evidenced by this Agreement.

b. *Elgin ISD's Costs.* Elgin ISD will pay all costs associated with the transfer of the Property, including the basic charge for the Title Policy; any endorsements, modifications or amendments to the Title Policy; the entire escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents; the costs to obtain, deliver, and record releases of all liens to be released at the Closing; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Elgin ISD; the costs to record all documents to cure Title Objections agreed to be cured by Lund, if any; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.5.; and Elgin ISD's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of the Closing will be prorated between Elgin ISD and Lund as of the Closing Date. Lund's portion of the prorated taxes will be paid to Elgin ISD at the Closing as an adjustment to the Purchase Price. If the assessment for the calendar year of the Closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Elgin ISD and Lund will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Lund will promptly notify Elgin ISD of all notices of proposed or final tax valuations and assessments that Lund receives after the Effective Date and after the Closing. All taxes due as of the Closing will be paid at the Closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the Closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If Lund changes the use of the Property before the Closing, resulting in the assessment of additional taxes for periods before the Closing, Lund will pay the additional taxes.
- (2) If this sale or Elgin ISD's use of the Property results in the assessment of additional taxes for periods before the Closing, Elgin ISD will pay the additional taxes.

d. *Income and Expenses.* Not Applicable.

e. *Post-Closing Adjustments.* If errors in the prorations made at the Closing are identified within ninety (90) days after the Closing, Lund and Elgin ISD will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.* Elgin ISD, to the extent permitted by the laws and Constitution of the State of Texas, and Lund each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any

person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Agreement, whether the claimant is disclosed to the indemnitee or not. At the Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Lund will use commercially reasonable efforts to cause Title Company to issue the Title Policy to Elgin ISD as soon as practicable after the Closing.

#### **L. Default and Remedies**

1. *Lund's Default.* If, prior to the Closing, Lund fails to perform any of its material obligations under this Agreement or if any of Lund's material representations are not true and correct as of the Effective Date or on the Closing Date, Elgin ISD may as its sole and exclusive remedy terminate this Agreement by giving notice to Lund on or before the Closing Date and Closing Time, and the parties will have no further rights or obligations under this Agreement except for those that expressly survive a termination.

2. *Elgin ISD's Default.* If, prior to the Closing, Elgin ISD fails to perform any of its material obligations under this Agreement or if any of Elgin ISD's material representations are not true and correct as of the Effective Date or on the Closing Date, Lund may as its sole and exclusive remedy terminate this Agreement by giving notice to Elgin ISD on or before the Closing Date and Closing Time, and the parties will have no further rights or obligations under this Agreement except for those that expressly survive a termination.

3. *Damages.* The Parties agree that just compensation for the harm that would be caused by a default by either Party cannot be accurately estimated or would be very difficult to accurately estimate and that the Independent Consideration is a reasonable forecast of just compensation to the non-defaulting Party for the harm that would be caused by a default.

4. *Post Closing / Termination Remedies.* Each Party will have all rights and remedies available to it at law or in equity for enforcement of the covenants and obligations of the other Party set forth in this Agreement that survive the Closing or any termination of this Agreement; however, in no event will either Party be liable to the other Party for any speculative, consequential, or punitive damages.

5. *Cure Period.* Except as otherwise expressly provided in this Agreement, neither Party may exercise any remedy available as a result of the other Party's default until it has given written notice to the defaulting Party of the default, and unless the defaulting Party has failed to cure the default within ten (10) days after the receipt of the written notice.

#### **M. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of

these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.

2. *Entire Agreement.* This Agreement, together with its exhibits, and any Closing Documents delivered at the Closing constitute the entire agreement of the parties concerning the donation of the Property by Lund to Elgin ISD. There are no oral representations, warranties, agreements, or promises pertaining to the donation of the Property by Lund to Elgin ISD not incorporated in writing in this Agreement.

3. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the parties.

4. *Assignment.* Elgin ISD may not assign this Agreement or any of Elgin ISD's rights under it without Lund's prior written consent, and any such attempted assignment is void. This Agreement binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns.

5. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement or before the Closing will survive termination of this Agreement or the Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Agreement, the Closing Documents will control.

6. *Choice of Law; Venue.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bastrop County, Texas.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.

9. *Severability.* The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Agreement.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* Each party hereto, and their respective successors and assigns will be authorized to rely upon the signatures of all of the parties hereto on this Agreement which are delivered by facsimile or by email as a .PDF copy or by other electronic means (such as DocuSign) as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement by such person and entity. This Agreement may be executed in counterparts, each of which will be deemed an original part and all of which together will constitute a single agreement

[SIGNATURE PAGE FOLLOWS]

**LUND:**

**LUND FARM INVESTMENT, LLC,**  
a Texas limited liability company

By: Jinsong Liu., CEO

Date: 01/31/25

**ELGIN ISD:**

**ELGIN INDEPENDENT SCHOOL DISTRICT,**  
an independent school district under the laws of the State  
of Texas

By: Jana Rueter  
Name: Jana Rueter  
Title: Superintendent

Date: 1/29/2025

Title Company acknowledges receipt of this Agreement executed by both Elgin ISD and Lund.

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF THE PROJECT**

**THE STATE OF TEXAS  
COUNTIES OF BASTROP & TRAVIS**

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

**THENCE**, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

**THENCE**, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

**THENCE**, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;



5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

**THENCE**, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

**THENCE**, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

**THENCE**, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

**THENCE**, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

**THENCE**, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.883 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

**THENCE**, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

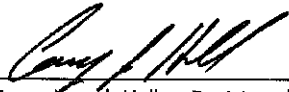
**THENCE**, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 inch iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

**THENCE**, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

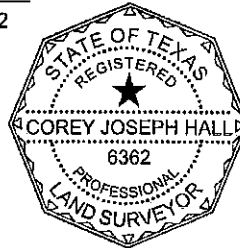
**THENCE**, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

THENCE, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

THENCE, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.

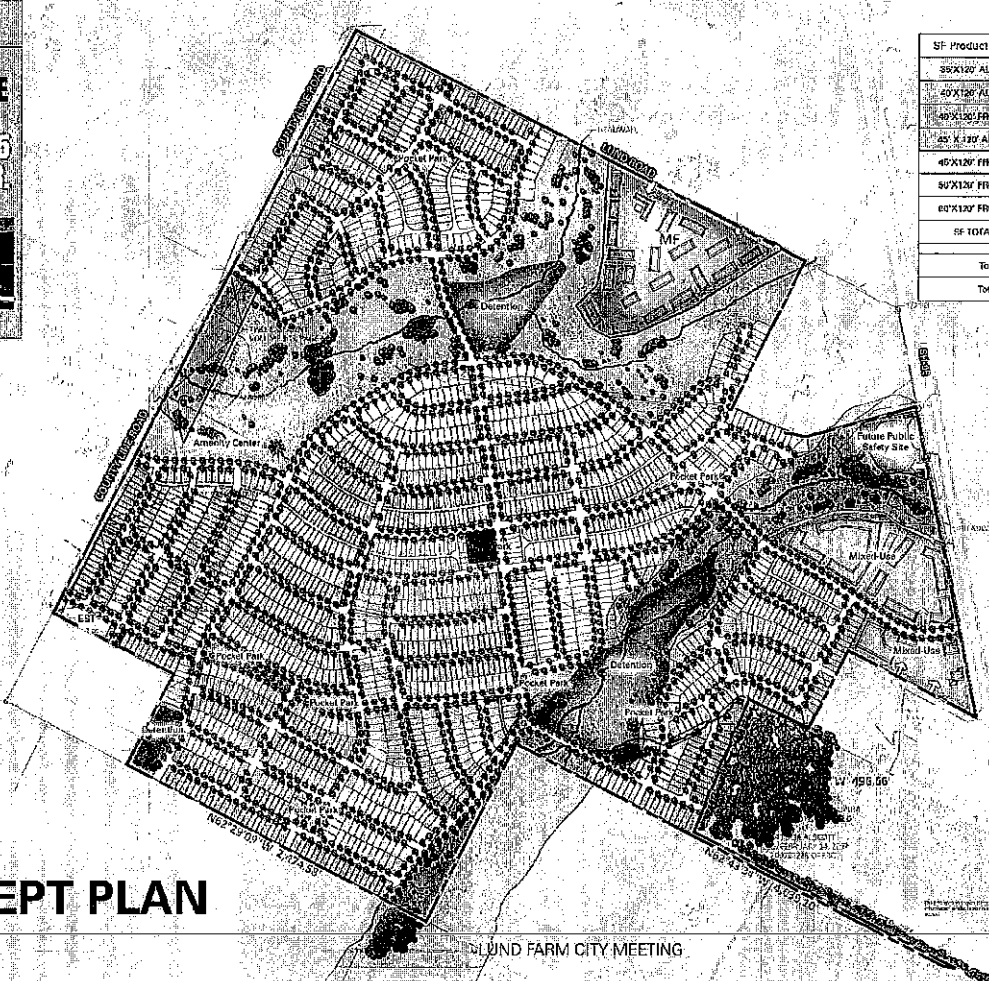
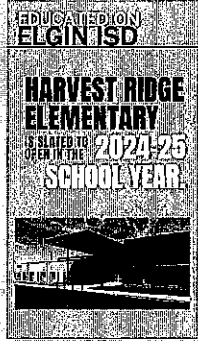


Corey Joseph Hall Registered Professional Land Surveyor No. 6362  
TBPLS Firm No. 10194591



## EXHIBIT B

### DEPICTION OF THE PROPERTY



| SF Product Type        | Approx. Yield | Percentage |
|------------------------|---------------|------------|
| 36'X120' ALLEY         | 50            | 4.8%       |
| 40'X120' ALLEY         | 118           | 6.4%       |
| 40'X120' FRONT         | 700           | 93.0%      |
| 40'X120' ALLEY         | 14            | 0.8%       |
| 40'X120' FRONT         | 618           | 32.0%      |
| 50'X120' FRONT         | 200           | 10.9%      |
| 60'X120' FRONT         | 27            | 1.0%       |
| SF TOTAL               | + 1,858       | + 1,856    |
| Total Proposed Blocks  | 85            |            |
| Total Proposed Streets | 72710 LF      |            |

|                    |             |
|--------------------|-------------|
| Total Site/Acreage | 565.7 acres |
| ± 23.1 ac          | ± 640 ac    |
| ± 23.1 ac          | ± 640 ac    |
| ± 62.9 ac          | ± 640 ac    |
| ± 55.0 ac          | ± 640 ac    |
| ± 22.2 ac          | ± 640 ac    |

#### LEGEND

- Site Boundary
- Amenity

## VISION CONCEPT PLAN

15 AUGUST 2023

LUND FARM CITY MEETING

TBG

## **EXHIBIT C**

### **REPRESENTATIONS; AS IS, WHERE IS**

#### **A. Lund's Representations to Elgin ISD**

Lund represents to Elgin ISD that to Lund's current, actual knowledge, with no duty of inquiry or investigation, the following are true and correct as of the Effective Date and will be true and correct on the Closing Date; provided, however, that the following representations and warranties will not survive the Closing:

1. *Authority.* Lund has authority to convey the Property to Elgin ISD. This Agreement is, and all documents required by this Agreement to be executed and delivered by Lund to Elgin ISD at the Closing will be, duly authorized, executed, and delivered by Lund.
2. *Litigation.* Lund has not received any written notice of any litigation pending or threatened against Lund that might affect the Property or Lund's ability to perform its obligations under this Agreement.
3. *Violation of Laws.* Lund has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Lund's use of the Property.
8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.

#### **B. "As Is, Where Is"**

**THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE AGREEMENT WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE STATED IN THE DEED TO BE SIGNED AND DELIVERED BY LUND AT THE CLOSING AND LUND'S EXPRESS REPRESENTATIONS TO ELGIN ISD SET FORTH IN SECTION A OF THIS EXHIBIT B.**

**THE PROPERTY WILL BE CONVEYED TO ELGIN ISD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED TO BE SIGNED AND DELIVERED BY LUND AT THE CLOSING, ARE DISCLAIMED.**

#### **C. Release of Lund**

**ELGIN ISD FULLY RELEASES AND DISCHARGES LUND FROM AND RELINQUISHES ALL RIGHTS, CLAIMS, AND ACTIONS THAT ELGIN ISD MAY HAVE OR ACQUIRE AGAINST LUND WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ELGIN ISD'S USE OF THE PROPERTY, ANY THIRD PARTY'S USE OF THE PROPERTY, THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER, OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS**



MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS, AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE. THE PROVISIONS OF THIS SECTION WILL BE EFFECTIVE AS OF THE CLOSING DATE AND WILL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.

## **EXHIBIT D**

### **LUND'S RECORDS**

To the extent that Lund has current, actual possession or reasonable control of the following items pertaining to the Property, Lund will deliver or make the items or copies of them available to Elgin ISD by the deadline stated in section A.7:

#### **Governmental**

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of assessed value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

#### **Land**

soil reports

environmental reports

engineering reports

prior surveys

site plans

**EXHIBIT E**

**APPLICABLE STATUTORY NOTICES, STATEMENTS, AND CERTIFICATES**

**EXHIBIT F**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**Date:** \_\_\_\_\_

**Grantor:** **LUND FARM INVESTMENT, LLC**, a Texas limited liability company

**Grantor's Mailing Address:** Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantee:** **ELGIN INDEPENDENT SCHOOL DISTRICT**, an independent school district under the laws of the State of Texas

**Grantee's Mailing Address:** Attn: \_\_\_\_\_  
1002 N. Avenue C  
Elgin, Texas 78621

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

**Property (including improvements):**

[INSERT DESCRIPTION]

**Reservations from Conveyance:** [RESERVATIONS]

**Exceptions to Conveyance and Warranty:** See Exhibit A attached hereto and incorporated herein.  
[PERMITTED EXCEPTIONS]

Grantor, for the consideration and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, the Restriction (as defined below) and the Reversion as set forth below, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and it does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto the said Grantee, the successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, and the Restriction.

The Property is conveyed for the purpose of, and is hereby restricted to use by Grantee for, the construction and operation of a school facility for the purpose of providing public education of students and uses ancillary thereto for the residents of the Elgin Independent School District, and for no other purpose ("Restriction"). The Restriction will expire on the date that is fifty (50) years after the date of this Deed and thereafter will be of no further force or effect. In the event Grantor, or Grantor's successors and assigns, files a lawsuit to enforce this Restriction, Grantor (or its successors and assigns) will be entitled to recover its reasonable costs and attorneys' fees. The foregoing notwithstanding, in the event that a third party, arms-length lender with a deed of trust lien on the Property exercises its remedy to foreclose such deed of trust lien, then such lender's acquisition of the Property at such foreclosure will not be in violation of the Restriction so long as such lender's re-sale of the Property is to a user that operates the Property in compliance with the Restriction.

**GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS PURCHASED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN.**

**WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS OR TOXIC MATERIALS, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (H) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. GRANTOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.**

**REVERSION:** In the event that GRANTEE has not completed construction and commenced operation of the school facility on the Property within four (4) years from the effective date of this conveyance, then ownership of the Property shall automatically revert to GRANTOR. GRANTEE agrees to fully cooperate



with GRANTOR for purposes of such reversion, including executing any deed upon request by GRANTOR.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**

[Name of Grantor]

THE STATE OF TEXAS        }  
                                      }  
COUNTY OF \_\_\_\_\_ }      ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she is the \_\_\_\_\_ of \_\_\_\_\_; that he/she was authorized to execute such instrument; and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**EXHIBIT ONLY - NOT FOR SIGNATURE**

Notary Public, State of Texas

GRANTEE:

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**

[Name of Grantee]

THE STATE OF TEXAS        }  
                                      }  
COUNTY OF \_\_\_\_\_ }      ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she is the \_\_\_\_\_ of \_\_\_\_\_; that he/she was authorized to execute such instrument; and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**EXHIBIT ONLY - NOT FOR SIGNATURE**

Notary Public, State of Texas

Return to Grantee's Address:

Elgin Independent School District

Attn: \_\_\_\_\_

1002 N. Avenue C

Elgin, Texas 78621

Exhibit A to Exhibit E  
Permitted Exceptions

**EXHIBIT G**

**FORM OF MEMORANDUM OF DONATION AGREEMENT**

**MEMORANDUM OF DONATION AGREEMENT**

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF BASTROP

§

Notice is hereby given that, pursuant to the terms of the School Site Donation Agreement dated effective \_\_\_\_\_, 2025 (the “**Donation Agreement**”) between **LUND FARM INVESTMENT, LLC**, a Texas limited liability company (“**Lund**”), and **ELGIN INDEPENDENT SCHOOL DISTRICT**, an independent school district under the laws of the State of Texas (“**Elgin ISD**”), Lund has agreed to donate to Elgin ISD and Elgin ISD has agreed to accept from Lund the approximately 13-acre tract of land located in Bastrop County, Texas, all as more particularly described on Exhibit “A” attached hereto and incorporated herein (the “**Property**”).

This instrument is executed solely for the purpose of recording notice of the Donation Agreement in the Official Public Records of Bastrop County, Texas. This instrument does not alter, amend, or modify the express terms and conditions of the Donation Agreement.

Executed by the undersigned to be effective as of \_\_\_\_\_, 2025.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO  
MEMORANDUM OF DONATION AGREEMENT

**LUND:**

**LUND FARM INVESTMENT, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_   §

      This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
\_\_\_\_\_ of Lund Farm Investment, LLC, a Texas limited liability company, on behalf of  
said company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



COUNTERPART SIGNATURE PAGE TO  
MEMORANDUM OF DONATION AGREEMENT

**ELGIN ISD:**

**ELGIN INDEPENDENT SCHOOL DISTRICT,**  
an independent school district under the laws of the  
State of Texas

By:   
Name: Jana Rueter  
Title: Superintendent  
Date: 1/29/2025

STATE OF TEXAS

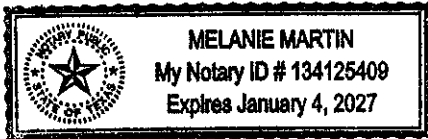
COUNTY OF BASTROP

§  
§  
§

This instrument was acknowledged before me on January 29, 2025, by  
Jana Rueter, Superintendent of Elgin Independent School District, an  
independent school district under the laws of the State of Texas, on behalf thereof and in the capacity herein  
stated.

(SEAL)

  
Notary Public, State of Texas



**EXHIBIT "A" to EXHIBIT I**

**PROPERTY**

[insert]



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES TO AMEND THE BOUNDARY FOR CITY OF ELGIN WATER CERTIFICATE OF CONVENIENCE AND NECESSITY AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and Approve

**BACKGROUND:**

Through previous approved development agreements, the City of Elgin has transferred water service from Aqua water to the City of Elgin in 4 key areas.

1. The Elgin Business Park
2. Homestead Estates
3. Creeks Crossing and
4. Stone Creek Ranch.

The proposal to you now is to update these transfers to the Public Utility Commission by updating maps, publishing public notices and paying transfer fees. WGA and their team will submit all necessary paperwork and respond to comments from the Public Utility Commission. These agreements have already been approved by Aqua's board of directors. The proposal before you will update boundary maps and provide those electronically to all parties as well.

**BUDGET/FINANCIAL IMPACT:**

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

Total Cost for WGA engineering services \$35,800.

**RECOMMENDATION:**

Review and Approve

**ATTACHMENTS:**

1. RESRCCN transfer
2. Engineering Proposal- Elgin Aqua CCN Transfer
3. The Elgin Business Park

{ } 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.2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES TO AMEND THE BOUNDARY FOR CITY OF ELGIN WATER CERTIFICATE OF CONVENIENCE AND NECESSITY AND MAKING CERTAIN FINDINGS RELATED THERTO.**

**WHEREAS**, through strategic partnership the City of Elgin has become the water retail provider for certain developments in and around the Elgin City limits and;

**WHEREAS**, staff have a need to update and consolidate the known boundary maps for water service and;

**WHEREAS**, staff now recommend approval of these agreements for engineering services to meet those objectives of producing a current and consolidated boundary map and provide such information to the Public Utilities Commission and the public at large,

**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 Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2025.

ATTEST:

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

PEYTON STANDIFER, City Secretary





March 27, 2025

Mr. Issac D. Turner, Interim City Manager  
City of Elgin  
310 N. Main Street  
Elgin, Texas 78621

**RE: Aqua Water CCN STM Application  
Engineering Services Proposal**

Dear Mr. Turner,

Ward, Getz, and Associates, LLC (WGA) has prepared this proposal for professional engineering services related to the proposed amending of the City of Elgin Water Certificate of Convenience and Necessity (CCN) boundary. The attached exhibit shows the areas to be transferred between Elgin and Aqua WSC (Aqua) CCN. All services will be provided as stated herein, with individual Tasks itemized below.

**CCN Transfer**

Preparation and submittal to amend the City's Water CCN boundary to transfer the following tracts of land from Aqua to City of Elgin:

- a. Elgin Business Park Phase 3
- b. Creek's Crossing Subdivision
- c. Stone Creek Ranch Subdivision
- d. Homestead Phase 1 Subdivision

**DELIVERABLES:**

WGA will prepare and submit one (1) CCN STM (Sale, Transfer or Merger) Application to the Public Utility Commission (PUC) for the City to amend its CCN boundaries, to include:

- a) Completion of PUC Forms – Application for Sale, Transfer, of Merger of a Retail Public Utility (STM), including preparation of all required maps and attachments.
- b) Production of one original and seven copies for submittal to PUC, with electronic digital map.
- c) Attendance at coordination/hearing meetings anticipated at two (2), if required.



### **ASSUMPTIONS / EXCLUSIONS:**

1. The proposal is based on the following assumptions:
  - a) The City and Aqua will furnish the various information required by the application.
  - b) Both the City and Aqua have an agreement to the areas to be modified by the application and letters stating this agreement will be provided to include with the application.
2. The following items are specifically excluded from the scope of work:
  - a) Mailing or publishing of public notices and any associated fees required.
  - b) Payment of PUC fees associated with the application, if any.

### **Compensation for Services:**

WGA will provide the professional engineering services as outlined in this Scope of Work, on a Lump Sum fee basis, as shown below:

|                              |                 |
|------------------------------|-----------------|
| <b>Total Cost (Lump Sum)</b> | <b>\$35,800</b> |
|------------------------------|-----------------|

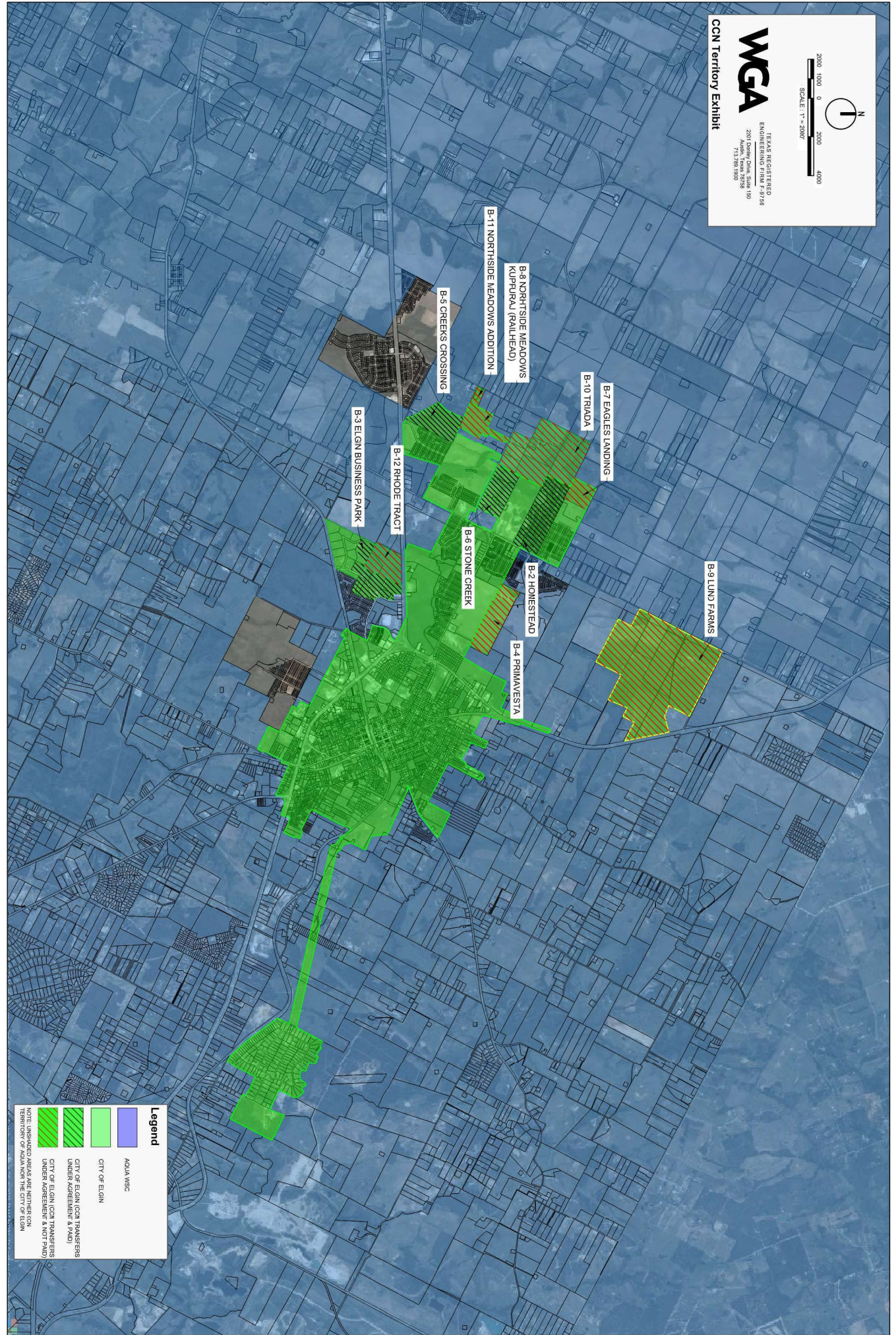
WGA's Lump Sum fee above is based on a continuous flow of work. Any delays or restrictions caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via monthly progress billing.

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 Services LLC 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.









**TASK ORDER No. 13**  
Task Order Effective Date: March 27, 2025  
**pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT**  
**dated February 6, 2024 between Client and WGA ("Agreement")**

Pursuant and subject to the above-referenced Agreement, WGA will perform the Work described below.

|                                                                                                  |                                       |                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------|
| Name of the Project:                                                                             | Aqua Water CCN STM Application        |                       |
| Location of the Project Site:                                                                    | City of Elgin                         |                       |
| Work and Deliverables:                                                                           | Per Scope of Services                 |                       |
| Materials to be procured:                                                                        | NA                                    |                       |
| Commencement Date:                                                                               | March 27, 2025                        |                       |
| Contract Time:                                                                                   | Per Scope of Services                 |                       |
| The Work will be performed for the following price ("Contract Price"):<br>[check all that apply] | <input type="checkbox"/>              | Per Attached Proposal |
|                                                                                                  | <input type="checkbox"/>              | Other (describe):     |
| Client's Representative                                                                          | Issac D. Turner                       |                       |
| WGA's Representative:                                                                            | Beau Perry                            |                       |
| Invoicing Instructions:                                                                          | Per MSA and defined Scope of Services |                       |
| Acceptance Criteria:                                                                             | NA                                    |                       |
| Any other clarifications, information, or requirements applicable to such Work:                  | Per Scope of Services                 |                       |

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

**Client:**  
**City of Elgin**

**WGA:**  
**Ward, Getz & Associates, LLC**

By: \_\_\_\_\_

Printed name: Issac D. Turner

Title: Interim City Manager

By:  \_\_\_\_\_

Printed name: Beau Perry

Title: Regional Practice Leader

1. The Elgin Business Park:

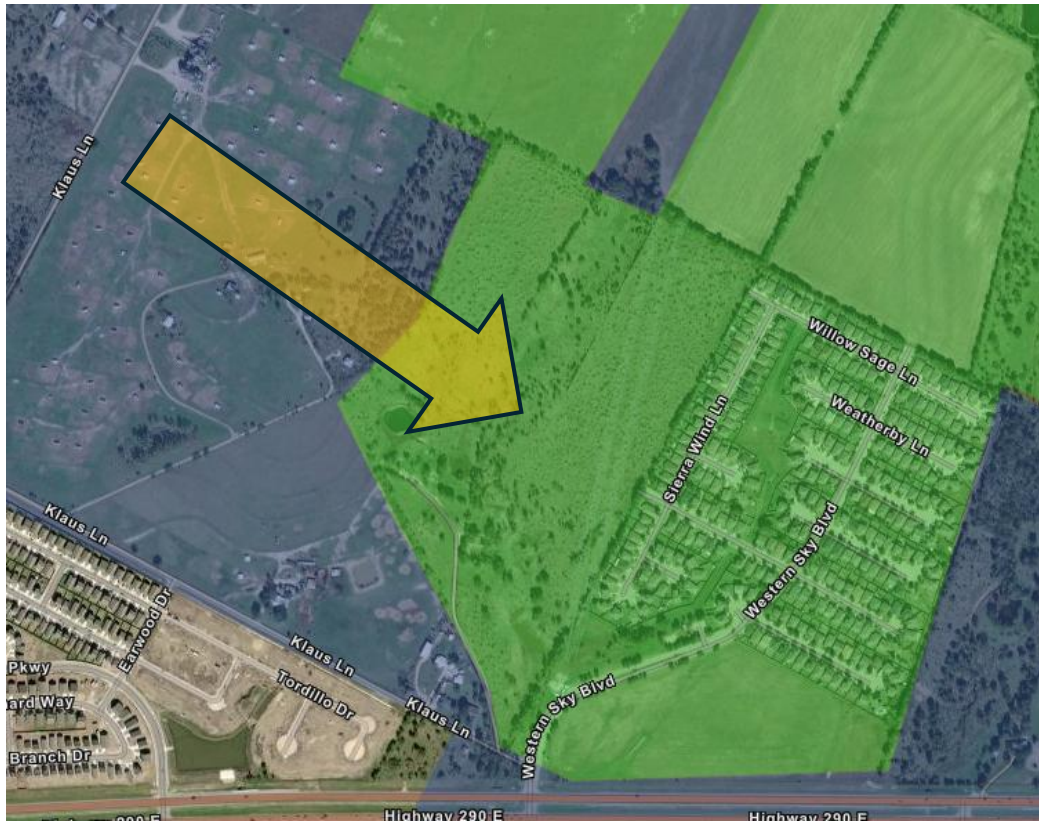




## 2. Homestead Estates:



## 3. Creeks Crossing



#### 4. Stone Creek Ranch







## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS FEE AGREEMENT REGARDING THE CONSTRUCTION OF COUNTY LINE ROAD WITH CGA MF INVESTMENT, LP, A TEXAS LIMITED PARTNERSHIP AND MAKING CERTAIN FINDINGS RELATED THERETO (PERRY)

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Consideration and approval of a Resolution authorizing an Access Fee Agreement between the City and CGA MF Investment, LP, a Texas limited partnership.

**BACKGROUND:**

CGA MF Investment, LP, A Texas limited partnership, is the developer of an 8.262-acre tract of land located in the western portion of the City at the intersection of County Line Road and FM 1100 and adjacent to Crescent Village Apartment Homes. This development is called Cedar Grove Multifamily and will consist of seven three-story apartment buildings with associated parking for a total of 175,161 square feet of buildings, 231 total units and 431 parking spaces. Traffic from this development will use County Line Road and will have significant impact on this already-overloaded roadway. Recognizing their obligation to help lessen the negative impact of their development on this roadway, the Developer has agreed to provide funding of a pro-rata share of the costs associated with future upgrading and expansion of County Line Road. Under the terms of the proposed Agreement, the Developer agrees to deposit \$268,220.00 into an Escrow Account.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution authorizing an Access Fee Agreement between the City and CGA MF Investment, LP, a Texas limited partnership, regarding the construction of County Line Road; and routine direction to staff, If any.

**ATTACHMENTS:**

1. Cedar Grove Resolution
2. Cedar Grove Access Fee Agreement- Final 4-7-25

{ } 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. 2025-04-15-\_\_

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING  
THE MAYOR TO EXECUTE AN ACCESS FEE AGREEMENT  
REGARDING THE CONSTRUCTION OF COUNTY LINE ROAD WITH  
CGA MF INVESTMENT, LP, A TEXAS LIMITED PARTNERSHIP AND  
MAKING CERTAIN FINDINGS RELATED THERETO**

**WHEREAS**, The City of Elgin (“City”) and CGA MF Investment, LP, a Texas limited partnership (“Developer”) desire to co-operate in the improvement of County Line Road within the City’s territorial limits which will be mutually beneficial to the Parties; and,

**WHEREAS**, the City desires to fund and later re-construct County Line Road from south of Raymond Johnson Road to Neidig Elementary (the “Project”); and,

**WHEREAS**, the Developer is in the process of developing “Cedar Grove Multifamily”, a seven building, three-story apartment complex with associated parking on 8.262 acres of land which will directly access County Line Road; and,

**WHEREAS**, as consideration for the City funding and constructing the Project that will benefit “Cedar Gove Multifamily”, Developer agrees to pay an appropriate share of costs for the Project.

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

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

**Section 2. Authorization.** The Mayor is hereby authorized to execute the *Access Fee Agreement regarding the Construction of County Line Road*, 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 15th-day of April 2025.

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
PEYTON STANDIFER, City Secretary



**ACCESS FEE AGREEMENT REGARDING THE  
CONSTRUCTION OF COUNTY LINE ROAD**

**ACCESS FEE AGREEMENT REGARDING THE CONSTRUCTION OF COUNTY  
LINE ROAD**

|                           |   |                                    |
|---------------------------|---|------------------------------------|
| <b>THE STATE OF TEXAS</b> | § |                                    |
|                           | § | <b>KNOW ALL BY THESE PRESENTS:</b> |
| <b>COUNTY OF TRAVIS</b>   | § |                                    |

This **ACCESS FEE AGREEMENT** (this “**Agreement**”) is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the “**City**”) and **CGA MF INVESTMENT, LP**, a Texas limited partnership, its successors and assigns, (the “**Developer**”). In this Agreement, the City and Developer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**RECITALS**

**WHEREAS**, the City desires to construct the widening and improvement of County Line Road to be located as shown on **Exhibit “A”**, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

**WHEREAS**, the Developer agrees to pay a fee for access to County Line Road with payment for a pro-rata share of the costs to construct the Project as outlined in **Exhibit “B”**; attached hereto and incorporated herein (the “**Developer Access Fee**); and

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations of this fee with respect to the Project;

**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:

**I.**

**TERMS**

**A. Recitals.** The Recitals above are incorporated herein.

**B. City Participation.** The City agrees to pay for all costs related to the construction of the Project (“**Project Costs**”) in accordance with the design plans as approved by the City, which shall include the design for a curbed and guttered roadway, public sidewalks, approaches and associated storm sewer. The City shall award a contract fully complying with the Texas Competitive Bidding Act as soon as funding is available.

**C. Developer Fee.** Developer Fee shall be remitted as follows: \$268,220.00 shall be deposited into an Escrow Account by Developer before recordation of the final plat. Developer, their successors and assigns agree that no plat recordation on any portion of the Property without compliance with this Agreement.

**D. Escrow Account.** On or before recordation of the first plat and Developer making the initial fee payment into the Escrow Account, Developer and City shall execute an Escrow Agreement outlining the terms and conditions of the release of the escrow funds to be used for the construction of County Line Road.

## **II.**

### **GENERAL PROVISIONS**

**A. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be 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.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the costs for the County Line Road project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Travis County, Texas.

**F. Force Majeure.** 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.

**G. Exhibits.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" - The Property

**H. Counterparts. Effect of Partial Execution.** 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.

**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. 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 OF ELGIN, TEXAS:

City of Elgin, Texas  
P.O. Box 591  
Elgin, Texas 78621  
Attn: City Manager

With Required Copy to:  
Mark Schroeder  
Hejl & Schroeder, P.C.  
P.O. Box 192  
311 Talbot Street  
Taylor, TX 76574

DEVELOPER:

CGA MF Investments, LP  
Attn Bruce Myers  
2150 S Central Expressway, Ste 200  
McKinney, Texas 75070

**K. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

**L. Recordation.** This Agreement will be filed in the Official Records of Travis County, Texas.

**M. Binding Agreement.** This Agreement shall run with the land, and the terms and provisions as stated herein shall be binding on City and Developer and their respective heirs, administrators and executors or successors and assigns, as applicable. Developer, their successors and assigns agree that no plat recordation or sale of any portion of the Property will occur with compliance with this Agreement.

*(signatures on following page)*

**CITY OF ELGIN:**

ATTEST:

By: \_\_\_\_\_  
Theresa McShan, Mayor

\_\_\_\_\_  
Peyton Standifer, City Secretary

Date: \_\_\_\_\_

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

On this \_\_\_\_the day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally appeared Theresa Y. McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of Texas



**CGA MF INVESTMENTS, LP**

By: \_\_\_\_\_  
George Kostohyrz III, Title

Date: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

On this \_\_\_\_ the day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally appeared George Kostohyrz III, \_\_\_\_\_ of the CGA MF Investments, LP, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording, please return to:

City of Elgin  
Attn: City Manager  
310 N. Main St.  
Elgin, Texas 78621

**EXHIBIT “A”**  
**(the Project)**

**EXHIBIT “B”**  
(Developer Access Fee)



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGMENT AND APPROVAL OF CITY STAFF TO EXECUTE REPAIRS TO WELL 15 AND MAKING CERTAIN FINDINGS RELATED THERETO.(GONZALEZ)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and Approve

**BACKGROUND:**

Staff reviewed the well production numbers on well 15 and recently noticed a dip in production from 1,000 mpg (gallons per minute), to 600 gpm. As is typical, we called for a video inspection and to pull the column of pipe from well 15. During this time, the well is inactive to serve the city. The staff feels that these repairs are imminent and need to be acted on quickly.

While funding for the specific items is not in day-to-day operations we are recommending that a mid-year budget amendment be made for this item and future budget workshops include pulling the other 3 wells in sequence over 3-5 years.

As a reminder, the Utility Fund is an enterprise fund. This well is essential for operations, including selling water to Aqua Water supply.

A short summary of what was found by the well technician is as follows:

"Joey,

Thank you for taking my call this morning. Please find attached the Buy Board quote # 672-22 for the rehabilitation and installation of the equipment for Well #15. Please review the quote and let me know if you have any additional questions.

After conversation with the project manager, we are only quoting to replace 9 sections of column pipe. There will be (8) 20-foot sections and (1) 10-foot section at the bowls. Based on the inspection of the existing column pipe, the damage appears to be from water quality and general wear and tear."

**BUDGET/FINANCIAL IMPACT:**

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

Cost Estimate is \$85,994.66

**RECOMMENDATION:**

Review and Approve

**ATTACHMENTS:**

1. RESWELL15REPAIRS25
2. Elgin well #15 Quote for Rehab, Install, and Parts PDF

{ } 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. 2025-04-15-XX**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,  
ACKNOWLEDGMENT AND APPROVAL OF CITY STAFF TO  
EXECUTE REPAIRS TO WELL 15 AND MAKING  
CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, The City of Elgin has certain obligations to provide Water to the Utility system and;

**WHEREAS**, Staff have worked with a contractor and City Engineer to video, inspect and pull casings of Well 15 and have determined repairs need to be made and;

**WHEREAS**, Staff now recommend approval of this agreement listed in the attachments to preserve and operate Well 15 as it is intended to be operated,

**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 Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2025.

ATTEST:

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

PEYTON STANDIFER, City Secretary



14394 E INTERSTATE HWY 10  
CONVERSE, TX 78109  
OFFICE: (830) 865-2362

## QUOTATION

PROJECT NAME / NUMBER: WELL 15  
QUOTATION NUMBER: 20250403-BN1  
DATE: 4/3/2025  
CUSTOMER P.O. NUMBER:  
CUSTOMER NAME: CITY OF ELGIN  
ADDRESS (LINE 1):  
ADDRESS (LINE 2):  
PHONE NUMBER:  
EMAIL ADDRESS:

| PRIMARY SCOPE OF WORK: REHAB, NEW PARTS, AND INSTALLATION |                                                                                                                                                                                                                                                                                                                                                                                                                                        | SALES REP: Billy Jenkins |              |              |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------|--------------|
| No.                                                       | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                            | Unit                     | Price        | Line Total   |
| 1                                                         | FIELD LABOR HOURS TO MOBILIZE RIG AND CREW WITH TRUCK AND TRAILER TO THE LOCATION. TAKE DOWN THE FENCE AND SET UP THE LOCATION. RUN COTY BRUSH TO THE BOTTOM OF THE WELL SCREENS. PRESSURE PUMP CHLORINE THROUGH SCREENED SECTIONS FROM BOTTOM TO TOP. ALLOW CHLORINE TO SET OVERNIGHT. TRIP BRUSH TO THE BOTTOM OF SCREENS AND SCRATCH ALL SCREENED SECTIONS THOROUGHLY FROM BOTTOM TO TOP. FINISH PULLING PIPE.                      | 38                       | \$325.00     | \$ 12,350.00 |
| 2                                                         | FIELD LABOR HOURS TO MOBILIZE CREW WITH COMPRESSOR TO THE LOCATION. TRIP IN JET PIPE TO THE TOP OF THE FILL. HOOK UP JET HEAD AND HOSES. JET WELL TO A SOLID BOTTOM. TRIP THE JET PIPE BACK TO SURFACE.                                                                                                                                                                                                                                | 20                       | \$ 375.00    | \$ 7,500.00  |
| 3                                                         | FIELD LABOR HOURS TO MOBILIZE CRANE WITH DRIVER TO LOCATION. UNLOAD AND SET UP THE LOCATION FOR REHAB. LOAD ALL JETTING EQUIPMENT UPON COMPLETION OF REHAB. DEMOBILIZE BACK TO SHOP.                                                                                                                                                                                                                                                   | 10                       | \$ 325.00    | \$ 3,250.00  |
| 4                                                         | LABOR AND MATERIALS FOR 12" COTY BRUSH.                                                                                                                                                                                                                                                                                                                                                                                                | 1                        | \$ 1,140.00  | \$ 1,140.00  |
| 5                                                         | SHOP LABOR HOURS TO LOAD THE PIPE, AIRLINE, HOSES, CHLORINE PUMP, COTY BRUSH TOOL, AND ALL OTHER MATERIALS NEEDED TO COMPLETE THE WELL REHAB.                                                                                                                                                                                                                                                                                          | 4                        | \$ 225.00    | \$ 900.00    |
| 6                                                         | 151-WCPLUS-5: WEL-CHLOR PLUS 5 GAL. PLASTIC PAIL                                                                                                                                                                                                                                                                                                                                                                                       | 3                        | \$ 612.00    | \$ 1,836.00  |
| 7                                                         | DOWNHOLE VIDEO ANALYSIS POST REHAB.                                                                                                                                                                                                                                                                                                                                                                                                    | 1                        | \$ 3,250.00  | \$ 3,250.00  |
| 8                                                         | FIELD LABOR HOURS TO MOBILIZE RIG AND CREW WITH TRUCK AND TRAILER TO LOCATION. RIG UP. SET PUMP. HOOK UP THE DISCHARGE, AND TAKE STRECH ON THE TUBES. SET THE MOTOR. MAKE THE WIRE SPICE AND HOOK UP THE DRIPPER AND SOLENOID VALVE. CHECK ROTATION. ADJUST THE IMPELLERS. GROUT AROUND THE DISCHARGE HEAD. RUN A ONE-HOUR PERFORMANCE TEST. RIG DOWN. CLEAN UP THE LOCATION AND PUT THE FENCING BACK UP. DEMOBILIZE BACK TO THE SHOP. | 24                       | \$ 325.00    | \$ 7,800.00  |
| 9                                                         | FIELD LABOR HOURS TO MOBILIZE CRANE AND DRIVER TO THE LOCATION. UNLOAD THE TRAILER AND SET UP THE LOCATION. DEMOBILIZE BACK TO THE SHOP.                                                                                                                                                                                                                                                                                               | 8                        | \$ 325.00    | \$ 2,600.00  |
| 10                                                        | SHOP LABOR HOURS TO ASSEMBLE THE TUBES, CLEAN AND OIL THE SHAFTS, INSERT SHAFTS BACK INTO THE TUBES, AND INSERT TUBES BACK INTO THE COLUMN PIPE.                                                                                                                                                                                                                                                                                       | 8                        | \$ 225.00    | \$ 1,800.00  |
| 11                                                        | SHOP LABOR HOURS TO LOAD THE HEAD, THE PUMP, THE AIRLINE, AND THE COLUMN PIPE WITH TUBES AND SHAFTS ONTO THE TRAILER. SECURE LOAD.                                                                                                                                                                                                                                                                                                     | 4                        | \$ 225.00    | \$ 900.00    |
| 12                                                        | MACHINE LABOR HOURS TO MACHINE TOP SPECIAL TUBE AND SHAFT.                                                                                                                                                                                                                                                                                                                                                                             | 4                        | \$ 300.00    | \$ 1,200.00  |
| 13                                                        | NEW OIL-LUBE 5M10H LINE SHAFT TURBINE PUMP.                                                                                                                                                                                                                                                                                                                                                                                            | 1                        | \$ 18,306.00 | \$ 18,306.00 |
| 14                                                        | NEW PARTS CONSISTING OF (15) 8" BLACKWIDOW SPIDERS, (16) 1.5"X10TPI CARBON STEEL COUPLING, (3) 1.5"X20"X10 TPI CARBON STEEL LINE SHAFTS, (3) 5-GALLON BUCKETS OF ISO 32 DRIP OIL, AND (1) 8"X150 LBS FLANGE ISOLATION KIT.                                                                                                                                                                                                             | 1                        | \$ 3,896.66  | \$ 3,896.66  |
| 15                                                        | 510-150X100010TC1045: 1.50"X10' 10THRD C1045, LINE SHAFT                                                                                                                                                                                                                                                                                                                                                                               | 1                        | \$ 147.00    | \$ 147.00    |
| 16                                                        | 510-250287X05FLO6518: 2.50"X5' FLOWAY S80 TUBE                                                                                                                                                                                                                                                                                                                                                                                         | 13                       | \$ 73.00     | \$ 949.00    |
| 17                                                        | 510-LSB01E2EFL: 2.5"X1.5" Floway, Oil Tube Bearing                                                                                                                                                                                                                                                                                                                                                                                     | 8                        | \$ 99.75     | \$ 798.00    |
| 18                                                        | 510-08B25020BLKOL: 8" X 20' OL TC COLUMN PIPE                                                                                                                                                                                                                                                                                                                                                                                          | 8                        | \$ 793.00    | \$ 6,344.00  |
| 19                                                        | 510-08B27710BLKOL: 8" X 277 X 10' OL TC COLUMN PIPE                                                                                                                                                                                                                                                                                                                                                                                    | 1                        | \$ 516.00    | \$ 516.00    |
| 20                                                        | 302-125540B: 1 1/4" S40B PVC                                                                                                                                                                                                                                                                                                                                                                                                           | 320                      | \$ 1.60      | \$ 512.00    |
| 21                                                        | MISC PARTS INCLUDING TAPE, SPLICE KIT, BANDING, GROUT, AND BOLTS.                                                                                                                                                                                                                                                                                                                                                                      | 1                        | \$ 1,500.00  | \$ 1,500.00  |
| 22                                                        | PER DIEM                                                                                                                                                                                                                                                                                                                                                                                                                               | 6                        | \$ 550.00    | \$ 3,300.00  |
| 23                                                        | SUPERVISOR DAY RATE                                                                                                                                                                                                                                                                                                                                                                                                                    | 8                        | \$ 650.00    | \$ 5,200.00  |
| 24                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                        |              | \$ -         |
| 25                                                        | ALL FIELD LABOR HOURS ARE ESTIMATES. ACTUAL HOURS WILL BE BILLED ON THE FINAL INVOICE.                                                                                                                                                                                                                                                                                                                                                 | 1                        |              | \$ -         |
| 26                                                        | IF THE WELL CANNOT BE JETTED OUT SOMEWHERE ON LOCATION. THERE WILL BE ADDITIONAL COST ADDED FOR A TANK TO BE BROUGHT TO LOCATION TO JET IN.                                                                                                                                                                                                                                                                                            | 1                        |              | \$ -         |
| 27                                                        | NEW PUMP IS SIZED BASED ON CUSTOMER-PROVIDED PUMP TAG AND PUMPING INFORMATION. IF THE CURRENT CONDITIONS DO NOT MEET THE INFORMATION PROVIDED, AWWT IS NOT RESPONSIBLE FOR COST ASSOCIATED WITH PULLING AND RESIZING PUMP BOWLS.                                                                                                                                                                                                       | 1                        |              | \$ -         |
| 28                                                        | BUYBOARD 672-22                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                        |              | \$ -         |

Taxable (Yes/No) : TBD Tax Rate: TBD % Applicable sales tax will be charged when invoiced.

Subtotal: \$ 85,994.66  
Sales Tax: \$ -  
Total: \$ 85,994.66

#### ALTERNATES:

|        |      |      |
|--------|------|------|
| Alt. 1 | \$ - | \$ - |
| Alt. 2 | \$ - | \$ - |

Regulated by:  
Texas Department of Licensing and Regulation  
PO Box 12157 Austin, TX 78157 1-800-803-9202

Subtotal with Alternate: \$ 85,994.66  
Sales Tax with Alternate: \$ -  
Total with Alternate: \$ 85,994.66

#### SHIPMENT:

SHIPPING DETAILS:  
Proposed Start Date:  
All prices above are subject to Federal, State and Local Sales Taxes.  
This quotation will automatically expire if Purchaser does not deliver a written acceptance to this contract by: 30 DAYS

Advanced Water Well Technologies  
14394 E INTERSTATE HIGHWAY 10  
CONVERSE, TX 78109  
(Contractor)

ACCEPTANCE OF THIS CONTRACT: The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal confirmation. Purchaser authorizes Advanced Water Well Technologies (AWWT) and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warrant our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warranted or not on a case by case basis. Payment is due upon receipt of invoice and balances past due after 30 days are subject to 15% interest per annum.

PURCHASER: \_\_\_\_\_

ADDRESS (LINE 1): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS (LINE 2): \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

**DEPARTMENT:** Executive

**PROPOSED ACTION:**

**BACKGROUND:**

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

**ATTACHMENTS:**

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.*