ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 1, 2025
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

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

1. **The Dino Splash Bash will be on Friday July 11th from 6PM-8PM at Thomas Memorial Park**

2. **Water Aerobics are available Monday, Wednesday, and Friday from 10:30AM-11:30 AM and Tuesday and Thursday from 7:15PM-8:15PM at the Morris Memorial Pool**

3. **The 77th McDade Watermelon Festival and Parade is on Saturday July 12th**

4. **The Elgin VFW Post 6115 4th of July Celebration is on July 4th at 5PM at the Elgin VFW**

VII. PRESENTATION

1. **A PROCLAMATION RECOGNIZING JULY AS NATIONAL PARK AND RECREATION MONTH IN THE CITY OF ELGIN**

VIII. STAFF REPORT

1. **Financial Improvement Overview (Sanders/Lankford)**

2. **Library Grant Award Announcement**

IX. CITY MANAGERS REPORT

1. **Briefing from the Development Services Director on the Property for the Elgin Police Department (Perry)**

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 - June 17, 2025**

2. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $62,218.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT (Noble)**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 5 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING THE PAYMENT TERMS OF THE CREEKS CROSSING UTILITY LINE UPSIZING AGREEMENT WITH BRIGHTLAND HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

XI. NEW BUSINESS

1. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL**

JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE. (Perry)

2. **Appointment of Council Member Love as the Deputy Mayor Pro Tem**

3. **Update on the Charter Review Committee (Lundgren/Standifer)**

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.**

2. **In accordance with Chapter 551 of the Texas Government Code, the Council will convene into executive session, pursuant to Section 551.074 (Personnel Matters): Discuss executive recruitment for the City Manager**

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, June 26, 2025, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

A PROCLAMATION RECOGNIZING JULY AS NATIONAL PARK AND RECREATION MONTH IN THE CITY OF ELGIN

WHEREAS parks and recreation is an integral part of communities throughout this country, including the City of Elgin and surrounding Bastrop County; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining quality of life, ensuring the health of all citizens, and contributing to the economic and environmental well-being of our community and region; and

WHEREAS the City of Elgin has five city parks, the oldest established in 1913 by the Women's New Century Club; parkland and open space encompasses over 120 acres including sports courts, fields, playgrounds, walking paths, pond, concession stands, and picnic areas; and

WHEREAS the City of Elgin, Texas provides two key recreational facilities: the Elgin Recreation Center and Morris Memorial Pool; and

WHEREAS the City of Elgin Parks & Recreation Department supports the community by implementing award winning programs and events recognized at the State and Local levels; and

WHEREAS the City of Elgin Parks & Recreation Department partners with local non-profit organizations to support the health and wellbeing of all members of our community; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses; and

WHEREAS, parks and natural recreation areas are crucial for environmental health, improving water quality, protecting groundwater, preventing flooding, enhancing air quality, and providing vegetative buffers to development; and

WHEREAS, these green spaces also produce vital habitat for wildlife and offer invaluable opportunities for children and adults to connect with nature and recreate outdoors;

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, City of Elgin, Texas recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, THERESA Y. MCSHAN, Mayor of the City of Elgin, do proclaim July 2025 as National Park and Recreation Month, and call upon the people of Elgin to join their fellow citizens across the United States in recognizing and participating in this special observance.

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 1st day of July 2025.

_____

Theresa McShan, Mayor

City of Elgin, TX Update

Gradient Leadership Solutions, LLC

July 1, 2025

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General Comments and Observations

- As a reminder, Gradient is supporting the larger team's efforts to review current and past (as required) financial transactions. It takes a team!
- 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.

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Current Goals and Progress

- Progress of immediate goals identified at last meeting include:
  - All **Bank reconciliations** for FY 2023-2024 are complete.
  - **External Auditors** were on-site June 23 – June 24. The team continues to answer questions and provide information to the auditor as they perform their audit procedures.
    - The auditors have pulled approximately 300 transactions for review. More may follow.
    - The results of the audit will not be available for several more weeks. It is expected to that the City will see the same results from past years and possibly additional findings.
  - The team is developing the FY 2025-2026 budget, including the submission of departmental requests and **budget forecasting** processes within the City.

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Next Steps

- The team will continue work to address previous and/or current audit findings.
- Gradient will assist the City's team in the next phases of FY 2025-2026 budget and tax rate preparation and adoption.
- Gradient will assist the City' team in performing key departmental processes such as:
  - Bank reconciliations for the current fiscal year beginning in October 2024.
  - Assist in guiding the City's team as they build accounting and finance operations.
  - Support the review, evaluation, and management of the general ledger.
  - Work with the City's team to identify and prioritize key policies and procedures to review or create, such as cash handling, bank transfers, journal entry preparation.
  - Document known areas where internal controls need to be tightened or instituted based on the team's recent work.

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Concluding Comments

- In general, the goal of accounting is to record and report on all transactions accurately and in a timely manner. Continued growth and additional staffing will be needed to meet this goal.
- Accounting and financial functions should be supported by appropriate internal controls (i.e., checks and balances) going forward.
- Many of the issues discovered span many years if not a decade. Using a cost-benefit consideration, it is unlikely all of those issues will be addressed down to the detailed level.
- The Accounting Department is still short staffed. It will be difficult to keep up until an experienced governmental accountant is hired and brought up to speed. If not addressed, it is possible similar issues will recur in the future at some point.
- Gradient continues to support the City's immediate plan to identify and hire several appropriately experienced, trained, and compensated Finance Department personnel.

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Comments or Questions?

leadership@gogradient.com
(817) 795-1605
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.

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Financial Improvements Overview

July 1, 2025

Purpose

- ✓Provide Elgin City Council and Elgin Residents an overview of actions taken which are moving our financial systems and practices to Generally Acceptable Accounting Principles (GAAP).

Objectives

- Provide an update of efforts to reset City of Elgin's financial operations.
- Prepare for & respond to Auditor's review and prior findings.
- Share approach to the upcoming budget process.

Progress

- Conducted software budget preparation training for departmental staff.
- Continuously realigning accounting processes to align with GAAP.
- Closed out completed projects fund accounts.

Looking Ahead…

- Hire Finance Director and Senior Accountant.
- Continue working to clean up audit findings.
- Determining/creating Fund Balances.
- Designating accounts for “pool” funds.
- Apply for Government Finance Officers Association’s (GFOA) Budget and Financial Report (audit) awards, annually.

Thank you,

City Council, Residents, Finance Staff, Gradient Team Members and City Staff.

- Questions / Concerns?

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Briefing from the Development Services Director on the Property for the Elgin Police Department (Perry)

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary from the Council at this time.

BACKGROUND:
The City received Parcel Number 973746 from Clayton Properties Group INC (Brohn Homes) on April 22, 2024 as a public safety services site. The two acre lot is located in the Harvest Ridge subdivision. If the property is not developed as a public safety services site within five years of the date of the conveyance, the property will revert to the developer.

Section 7.02 from the Development Agreement with Clayton Properties Group INC "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."

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

RECOMMENDATION:
None.

ATTACHMENTS:
None

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

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - June 17, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approve the minutes as they are presented

BACKGROUND:
The City Council held a regularly scheduled meeting on June 17, 2025.

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - June 17, 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
June 17, 2025
6:30 PM

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

ROLL CALL
Mayor McShan called roll.

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
Tiffany St. Pierre, Council Member Ward 3
Al Rodriguez, Council Member Ward 3
Liston Crim, 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
Stacey Osborne, Acting Community Services Director
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Esmeralda Rangel, Assistant City Secretary
Mikhal Raehl, Police Officer
Amanda Eichorst, Admin Assistant
Michael De La Rosa, Police Sergeant

INVOCATION
Mayor Pro Tem Brashar 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 COMMENT
Aaron Diek, Old McDade Rd, expressed concerns about a BIPOC book club advertised on the city website, stating that it excludes white participants and uses language he considers racist. He questioned why his all-white book club is not also represented on the city's official platforms.

ANNOUNCEMENTS

1. **Elgin Farmers' Market every Thursday from 4PM-7PM at Veterans' Memorial Park**
   Stacey Osborne, Acting Community Services Director, provided the Council with information on this announcement.

2. **Dino-Lympics: A Family Field Night is on Friday June 20th from 6PM-8PM at Elgin Memorial Park**
   Stacey Osborne, Acting Community Services Director, provided the Council with information on this announcement.

3. **Drawing with Mr. Pitts is on Wednesday June 25th from 10:30AM-12:00PM at the Elgin Public Library**
   Stacey Osborne, Acting Community Services Director, provided the Council with information on this announcement.

4. **The 56th Annual Western Days events will be from June 26th to June 28th**
   Stacey Osborne, Acting Community Services Director, provided the Council with information on this announcement.

5. **The Plant and Seed Swap is on June 28th from 11AM-2PM at the Elgin Public Library**
   Stacey Osborne, Acting Community Services Director, provided the Council with information on this announcement.

STAFF REPORT

1. **PRESENT PROPOSED CIP FY 2026 - WILL NOT INCLUDE CERTIFIED TAX ROLLS (Gonzalez)**
   Isaac Turner, Interim City Manager, noted that no funding is currently allocated for capital improvement plans (CIP) for the upcoming year. Michael Gonzales, Public Works Director, presented a preliminary CIP, emphasizing it as a planning tool to align priorities. He also highlighted recently completed projects as evidence of ongoing progress. The CIP will be reviewed in more detail at a future meeting.

CITY MANAGERS REPORT

1. **Library Advisory Board Quarterly Report**
   Mr. Turner explained to the Council that the Library Quarterly Report is available for their review. There were no questions from the Council.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes - June 3, 2025**
   This item was approved on the consent agenda.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN ENGINEERING SERVICES CONTRACT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) PROGRAM FUNDED THROUGH THE TEXAS GENERAL**

LAND OFFICE CONTRACT NUMBER 22-085-029-D270; AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)
This item was approved on the consent agenda.

Council Member Rodriquez motioned to approve the items on the Consent Agenda as presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **Discussion of the Requirements for Expansion of Emergency Services District (ESD) Territory.**
   Mr. Turner informed the council that the Interlocal Agreement with Emergency Services District No. 3 (ESD 3) was signed earlier this month. He shared that staff are preparing a fact sheet outlining the city's relationship with ESD 3, including associated costs and impacts, as well as a press release summarizing council's actions. He clarified that the Council and staff are prohibited from formally promoting or voting on the matter. Instead, a petition must be submitted by qualified voters from the area proposed for expansion. ESD 3 is then required to hold a public hearing and wait 31 days before proceeding. Mr. Turner noted the community may consider forming a PAC to lead the effort.

   Mayor McShan encouraged community members to form a PAC and announced that Forest Dennis will serve as the chair for the PAC. She mentioned that he is actively speaking with individuals interested in joining to collect signatures. The Mayor also requested that other council members who know of interested individuals to let her know by Friday.

   There were no additional questions asked by the Council.

EXECUTIVE SESSION
Mayor McShan read the three item titles for Executive Session, and adjourned the meeting into closed session at 6:52 PM.

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

2. **The City Council will meet in executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following: Section 551.072 - Deliberation about real property and/or potential sales, acquisitions, exchanges, leases, dispositions, incentives, or values of real property**

3. **The City Council will convene into Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate confirming the decisions of the Elgin Economic Development Corporation to terminate the economic development director and appoint an interim economic development director position.**

RECONVENE
Mayor McShan reconvened the meeting at 8:05 PM. Mayor McShan stated they would be acting on Executive Session Item number 3 "E*xecutive session, pursuant to Section 551.074 of the Texas Government Code, to deliberate confirming the decision of the Elgin Economic Development Corporation to terminate the economic development director and appoint an interim economic development director position.*" Council Member Swain made a motion to confirm the EDC board's

decision regarding the Economic Developmet Drector and Interim Director. Mayor Pro Tem Brashar seconded the motion.

The vote was as follows:
Theresa Y. McShan, Mayor - Yes
Arthur Gibson III, Council Member Ward 1 - Yes
Joy Casnovsky, Council Member Ward 1 - Yes
Chuck Swain, Council Member Ward 2 - Yes
YaLecia Love, Council Member Ward 2 - Yes
Tiffany St. Pierre, Council Member Ward 3 - Abstain
Al Rodriguez, Council Member Ward 3 - Yes
Liston Crim, Council Member Ward 4 - Yes
Sue Brashar, Mayor Pro Tem, Ward 4 - Yes

The motion carried.

ADJOURNMENT
Mayor McShan adjourned the meeting at 8:07 PM.

_____
ATTEST: **Theresa Y. McShan, Mayor**

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $62,218.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT (Noble)

DEPARTMENT: Police

PROPOSED ACTION: Approval of Resolution

BACKGROUND:
In FY 23-24, the City of Elgin entered into an Interlocal Agreement with the Bastrop County Office of Emergency Communication to provide dispatch & emergency communications services to the Elgin Police Department. The agreement was to last 24 months unless modified or terminated. For FY25-26, the agreement will last 24 months and will be renewed on October 1 each year thereafter until modified or terminated by the parties. The costs for dispatch services to the City of Elgin will remain the same during the term of this renewed agreement. This Agreement shall be for two (2) years from the effective date thereof and will automatically renew on October 1 every year thereafter until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days' written notice of its desire and intention to terminate this Agreement.

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

ANNUAL COST	COST FOR THE LENGTH OF THE CONTRACT (2 YEARS)	QUARTERLY COST (Oct. 1st, Jan. 1st, Apr. 1st, & July 1st)
$62,218.00	$124,436.00	$31,109.00

The City agrees to pay the County the sum of $124,436.00 annually for two years, in quarterly installments of $31,109.00, for the term of this Agreement. There is no increase in cost from the last contract.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. Resolution Dispatch Agreement EPD and Bastrop County FY25-26
2. City of Elgin Dispatch Contract 2025-27

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

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

RESOLUTION NO. 2025-07-01-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $62,218.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the public health and safety of the citizens of Elgin depend, at least in part, on the constant availability of dispatching services for it's Police Department; and

WHEREAS, staffing for round-the-clock dispatching services is challenging due to Police Department building deficiencies; and

WHEREAS, Bastrop County is willing and able to provide and is currently providing dispatching services to the City; and

WHEREAS, both Bastrop County and the City of Elgin desire to maintain a fixed schedule for this arrangement by entering into an Agreement to formalize said arrangement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, 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 finalize negotiations and execute a two-year agreement with *Bastrop County* of Bastrop, Texas, in total amount of $124,436.00 for the Dispatching Services to the City of Elgin Police Department, details of the compensation provided in the Agreement; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget. The City Council does hereby acknowledge that this item was included within the *FY25-26 City of Elgin Annual Operating Budget*.

Section 5. 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 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 1st day of July 2025.

_____
Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

_____
Peyton Standifer, City Secretary

AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF ELGIN

This Agreement ("Agreement"), effective on October 1, 2025 by and between Bastrop County (the "County"), and the City of Elgin, Texas (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the "Parties," and individually as "Party").

WHEREAS, the County of Bastrop and the City of Elgin agree that the availability of police dispatching services to the citizens of Bastrop County and the City of Elgin beneficial to the health and welfare of the citizens of Bastrop County and the City of Elgin; and

WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Elgin Police Department to serve the residents of the City as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police department assistance requests made by the citizens of the City of Elgin and Bastrop County, and further has the ability to then dispatch City of Elgin Police personnel to respond to such requests; and

WHEREAS, Bastrop County and the City of Elgin have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement related to the provision of police dispatching services to the City of Elgin Police Department by the County.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

As used in the Agreement, the following terms will be defined as follows:

AGREEMENT means this contract between the City and the County related to provisions of dispatching services to the City of Elgin Police Department.
EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the City of Elgin Police Departments, under this Agreement.
BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch City of Elgin Police Department personnel, pursuant to this Agreement.

ARTICLE II
MUTUAL AGREEMENT OF THE PARTIES

The parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Elgin Police Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.

The Parties agree that at least once a quarter throughout the duration of the Agreement, beginning three (3) months after the effective date of this Agreement, the City of Elgin Chief of Police will meet or otherwise communicate with the County Emergency Communications Management to discuss and determine whether the emergency communications services provided under this Agreement to the City have been sufficient and satisfactory. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the City of Elgin Police Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.

The Parties agree that the scheduling and assignment of the Bastrop County Telecommunicator(s) shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Elgin Police Department on a continuous, twenty-four (24) hour per day, seven (7) days per week, basis.

ARTICLE III
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Elgin Police Department in response to requests placed by the citizens of Bastrop County, and the City of Elgin, as follows:

1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide emergency communications services for the City of Elgin Police Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 Telecommunicators at all times. Bastrop County will train its Telecommunicators in basic emergency communications operations and services, and will further train its Telecommunicators in procedures related to emergency communications requirements and procedures concerning police dispatching and record keeping for same;

2) The parties acknowledge and agree that the Bastrop County Telecommunicator(s) have employment responsibilities and duties to address citizens requests for the County in addition

to those required for emergency communications services to the City of Elgin Police Departments;

3) The Bastrop County Telecommunicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Elgin;

4) The Bastrop County Telecommunicator(s) will dispatch City of Elgin Police Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Elgin Chief of Police and Bastrop County, in accordance with generally excepted industry standards;

5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Elgin Police Department personnel to respond to service request, at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the agreement;

6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Elgin Police Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement;

7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Elgin Police Department;

8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing needs and necessity of the citizens of Bastrop County and the City of Elgin, and that if such demands change in the future, amendments to this Agreement may be required;

9) At the discretion of the Elgin City Manager, the City of Elgin Chief of Police will act as the City's contact and contract administrator concerning this Agreement;

10) Bastrop County agrees to provide the City of Elgin Police Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements;

11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances;

12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Telecommunicator(s) pursuant to this Agreement;

13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines;

14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV
OBLIGATIONS OF THE CITY

The City of Elgin, through its Police Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Elgin, as follows:

1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.

2) The City shall be responsible for purchasing, maintaining, and repairing the City of Elgin Police Department's base, mobile, and portable communications equipment including pagers and computers.

3) The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claims as a result of incorrect or improper information provided by the City regarding warrants being entered into TCIC/NCIC.

ARTICLE V
COMPENSATION

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

1) The City agrees to pay the County the sum of **One Hundred Twenty-Four Thousand, Four hundred and Thirty-Six Dollars ($124,436.00)** per year, in quarterly installments of **Thirty-One Thousand, One Hundred and Nine Dollars ($31,109.00),** for the term of this Agreement. The installment of quarterly payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the term of the Agreement.

2) In the event this Agreement is extended by the mutual consent of the Parties on a month-to-month basis payments shall continue to be made by the City to the County on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensations for the month-to-month extension of services.

3) The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Management and the City of Elgin Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. This Agreement shall be for **Two (2) years** from the effective date hereof and will automatically renew on **October 1 each year thereafter** until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.

Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer Period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics,

landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Severability. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.

Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the city and the county. All modifications shall be memorialized in writing between the Parties.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County
Bastrop County
Attn: Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Bastrop County Sheriff's Office
Communications Division
1501 Business Park Dr.
Bastrop, Texas 78602

With copy to: District Attorney
804 Pecan Street
Bastrop, Texas 78602

The City of Elgin
Attn: Mayor

With copy to:
City Attorney of the City of Elgin

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be

obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.

Successor Rights and Responsibilities. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Release By County. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, the city, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The County agrees to release the City from any and all liability including, but not limited to, the following:

(1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, it's employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, it's employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement, except that which is caused in the majority by the acts and/or omissions of the City.

(2) Liability for such injuries to the County, it's employees, contractors, subcontractors or third parties, or for damages to the County, it's employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City.

(3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City.

(5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

Release By City. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses, and forever discharges the County, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the city, which the city may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The City agrees to release the County from any and all liability including, but not limited to, the following:

(1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, it's employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, it's employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County.

(2) Liability for such injuries to the City, it's employees, contractors, subcontractors or third parties, or for damages to the City, it's employees, contractors, subcontractors, or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County.

(3) Liability for any damages to any of the City's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County.

(5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

GOVERNING LAW AND JURISDICTION: The parties agree that this agreement is construed under Texas law and that jurisdiction and venue are proper in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin Division.

Construction of Agreement. The Parties acknowledge that each, and if it so chooses, it's legal counsel has reviewed the Agreement and that the normal rule of construction, to the effect that

ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

THE CITY OF ELGIN

By:_____
Theresa Y. McShan, Mayor

Date:_____

ATTEST:

By:_____
Peyton Standifer, City Secretary

BASTROP COUNTY

By:_____
, County Judge

Date:_____

ATTEST:

By:_____
County Clerk

BASTROP COUNTY SHERIFF

By:_____
Maurice Cook, Bastrop County Sheriff
Date:_____

Approved as to form:

_____
Bastrop County Attorney
Bastrop County, Texas

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. 5 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the final payment on the Well 17 project.

BACKGROUND:
The installation of a new well for drinking water purposes was installed and has been in use for some time now. The vendor that installed the well has now completed all necessary work and changes according to the specifications and the request made by the owner. Staff is now recommending executing the pay request. These funds were from the 2021 Certificates of Obligation. This will be the 5th and final payment.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {x} included {} not included in the current-year budget {} N/A

CONTRACT SUM	PAID TO DATE	RETAINAGE & PAYMENT DUE
$1,869,693.00	$1,806,489.69	$63,203.31

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. ResstreetPayappNo5well17
2. Pay Request No. 5 Final Retainage - Letter to City

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

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

RESOLUTION NO. 2025-07-01- XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 5 FOR THE WELL 17 PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin Municipal Water System has been well underway in executing the capital project known as the Well No. 17 Project and;

WHEREAS, City staff and the City Engineer have submitted a recommendation for final payment as all quantities of work have been reviewed by TRC Engineers and are satisfactory for payment,

WHEREAS, this routine payment is the last of such payments for the installation of equipment and includes retainage and an affidavit of all bills paid by the contractor to other subcontractors.

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. 5 with Hydro Resources, a recommendation letter of payment 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 1st day of July, 2025

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
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

June 9, 2025

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

Re: Elgin Water Well 17
Pay Request No. 5 Final Retainage

Dear Mr. Gonzalez:

Enclosed for consideration by the City is the 5th and final pay request for the above referenced project in the amount of $63,203.31. It is recommended that the payment be made at the City's earliest convenience. The quantities have been reviewed by City staff and this office. An affidavit of bills paid has been provided by the contractor and is included as an attachment herein. Please sign and forward a digital copy to Hydro Resources Mid Continent at jbuse@HydroResources.com and TRC at wwachel@trccompanies.com.

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

Sincerely,

William Wachel, P.E.
Vice President
Design Management Services – Central

Enclosure

cc: Karol Jarmon, City of Elgin

Hydro Resources Mid Cont

11536 Old Lockhart Rd
Creedmoor, TX 78610

City of Elgin Parent
Project MDC-R-25643
PO Number :

Application Number 000005
Application Date 4/22/2025

Period From 6/25/2024
Period To 4/22/2025

Architect's Projec
Invoice Number 902045

Company MDC

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Item Description	Bid Qty	Bid Unit	Bid Unit Price	Bid Amt	Prior Billing Qty	Prior Billing Amt	Current Billing Qty	Current Billing Amt	Total Billing Qty (G + I)	Total Billing Amt (H + J)
1	Bonds	1.00	EA	46,149.00	46,149.00	1.00	46,149.00	0.00	0.00	1.00	46,149.00
2	Mobilization/De-mobiliza tion	1.00	EA	68,377.00	68,377.00	1.00	68,377.00	0.00	0.00	1.00	68,377.00
3	Pilot Hole	1.00	EA	126,228.00	126,228.00	1.00	126,228.00	0.00	0.00	1.00	126,228.00
4	Water Well Complete to Pump Foundation	1.00	EA	801,950.00	801,950.00	1.00	801,950.00	0.00	0.00	1.00	801,950.00
5	Pumping Equipment & Site Work	1.00	EA	399,978.00	399,978.00	0.95	379,979.10	0.05	19,998.90	1.00	399,978.00
6	Install Scada	1.00	EA	83,852.00	83,852.00	1.00	83,852.00	0.00	0.00	1.00	83,852.00
7	Pump Control Panel,MTS, Gen Tap & Others	1.00	EA	170,872.00	170,872.00	1.00	170,872.00	0.00	0.00	1.00	170,872.00
8	Trench Safety Plan	1.00	EA	366.00	366.00	1.00	366.00	0.00	0.00	1.00	366.00
9	Plug Well 10 & Demo	1.00	EA	56,027.00	56,027.00	1.00	56,027.00	0.00	0.00	1.00	56,027.00
10	SWPPP Plan	1.00	EA	2,580.00	2,580.00	1.00	2,580.00	0.00	0.00	1.00	2,580.00
11	P.A.1 ATS & Generator Install	1.00	EA	165,188.00	165,188.00	1.00	165,188.00	0.00	0.00	1.00	165,188.00
12	Add/Deducts & Culvert Addition	1.00	EA	-60,999.00	-60,999.00	0.00	0.00	1.00	-60,999.00	1.00	-60,999.00
13	ARV/Gate/ Solenoid	1.00	EA	9,125.00	9,125.00	0.00	0.00	1.00	9,125.00	1.00	9,125.00
14	Release of Retainage	0.00		0.00	0.00	1.00	-95,078.41	1.00	95,078.41	2.00	0.00
	** Total				1,869,693.00		1,806,489.69		63,203.31		1,869,693.00
	*** Total Tax				0.00		0.00		0.00		0.00
	*** Total Project						1,806,489.69		63,203.31		63,203.31
	*** Total Deposit Appli				0.00		0.00		0.00		0.00

Hydro Resources Mid Cont

11536 Old Lockhart Rd
Creedmoor, TX 78610

Project	City of Elgin Parent	**Contractor**	Hydro Resources Mid Cont 11536 Old Lockhart Rd Creedmoor, TX 78610	**Application Number**	000005
				Invoice Number	902045
				Period From	6/25/2024
				Contract	
				Contract Date	
Application Date	4/22/2025				
Period To	4/22/2025				
Project	MDC-R-25643				
Owner	ELGIN, CITY OF 310 Main Street Elgin, TX 78621	**Engineer**		**Engineer's Projec**	
Company ID	MDC				

Distribute To ☐ Owner ☐ Engineer ☐ ☐ Funding Agency ☐ ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary

Change Orders Approved in previous months by		Additions $	Deductions $
CO#1	9/1/2023	165,188.00	
	Total	165,188.00	0.00
Subsequent Change Order	**Date Approved**		
CO#2	6/20/2024		-60,999.00
CO#3	4/2/2025	9,125.00	
	Total	9,125.00	-60,999.00
Net change by Change Order			113,314.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, 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.

Contractor: Hydro Resources

By: Josh B Date: 4/22/2025

ALICIA BODONY
Notary Public, State of Texas
Comm. Expires 11-03-2025
Notary ID 131339915

The present status of the account for this contract is as foll

Original Contract Sum	1,756,379.00
Net Change Orders	113,314.00
Contract Sum To Date	1,869,693.00
Total Completed and Stored To Date	1,869,693.00
Retainage 0 %	0.00
Total Earned Less Retainage	1,869,693.00
Less Previous Certificates For Payment	1,806,489.69
Current Contract Amount Due	63,203.31
Current Sales Tax	0.00
Current Deposit Applied	0.00
Current Payment Due	63,203.31
Balance To Finish, Plus Retainage	0.00

State of: Texas County of: Hays
Subscribed and sworn to before me this 5th day of June, 2025
Notary Public: Alicia Bodony
My Commission expires 11-03-2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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, 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.

AMOUNT CERTIFIED .....$
(Attach explanation if amount certified differs from the amount applied for.)

Engineer: William Wachel

By: William A Wachel Date: 6/5/2025

Hydro Resources Mid Cont

11536 Old Lockhart Rd
Creedmoor, TX 78610

Project	City of Elgin Parent	Contractor	Hydro Resources Mid Cont 11536 Old Lockhart Rd Creedmoor, TX 78610	Application Number Invoice Number Period From Contract Contract Date	000005 902045 6/25/2024	Application Date 4/22/2025 Period To 4/22/2025 Project MDC-R-25643
Owner	ELGIN, CITY OF 310 Main Street Elgin, TX 78621	Engineer		Engineer's Projec		Company ID MDC

Distribute To ☐ Owner ☐ Engineer ☐
☐ Funding Agency ☐ ☐

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BILLS PAID AFFIDAVIT

STATE OF TEXAS City of Elgin Water Well No.17

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Joshua C. Buse, known to me to be a credible person and officer of Hydro Resources, a Limited Liability Company, (hereinafter called "Contractor"), and who, being duly sworn, upon his oath declares and acknowledges as follows:

I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, and all the recitations herein are true and correct.

Pursuant to an agreement dated 05-6-2025 between Hydro Resources and City of Elgin, Contractor has supplied materials and performed labor in connection with the construction of Improvements upon certain real property owned by the Owner in Denton County, Texas. Said Improvements are more particularly described as City of Elgin Water Well No. 17.

Contractor has actual knowledge that all bills owed by Contractor to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied except for contractual retainage as set out below. Contractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Contractor's participation in the construction of said Improvements, Contractor will immediately furnish a bond pursuant to Texas Property Code, Sections 53.236 through 53.238, for release of each such lien, and obtain settlement of any such liens and furnish Owner written full release of such liens. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold harmless the Owner for all costs they may incur by reason of such liens.

EXCEPTIONS. The Contractor specifically excepts from this affidavit its right entitlement to payment of retainage, said retainage to be due and payable to Contractor upon City's acceptance of the Improvements and retainage to subcontractors to be paid by Contractor upon receipt from Owner.

EXECUTED this 6th day of May 2025.

SUBSCRIBED AND SWORN TO BEFORE ME by the said Joshua C. Buse on this the 7th day of May 2025, to certify which witness my hand and seal of office.

ALICIA BODONY
Notary Public, State of Texas
Comm. Expires 11-03-2025
Notary ID 131339915

Notary Public in and for the State of Texas My Commission Expires: 11-03-2025

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING THE PAYMENT TERMS OF THE CREEKS CROSSING UTILITY LINE UPSIZING AGREEMENT WITH BRIGHTLAND HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve the item as presented

BACKGROUND:
In April 2023, the Council approved an agreement to enhance utility lines in this area. Joining in cost participation with a developer is the best way to improve utility systems for the City. While the trench is still open, the City can make changes that improve the system as a whole. The infrastructure has now been installed, and the developer has requested payment for the upgrades from the City. While the item was previously passed and the City endured this obligation to participate, the staff have written a resolution and a letter recommending payment to advise the council once again on all items related to growth and infrastructure within the utility system.
Below is an email displaying the reasoning for the participation agreement.

"Please find attached the two 380 agreements for City Council approval related to the Creeks Crossing project for up-sizing of required utility lines for the City's master planning of infrastructure. As you are aware, Creeks Crossing has executed an agreement for the City to obtained the CCN from Aqua and has already paid the City (and the City Aqua) for this Phase of construction. The larger water line will allow the City to provide its high level of service to this development and provide for potential future developments in the area.

In addition, the up-sizing of the sewer line is meant to create another trunk sewer line in an adjacent watershed area to Elm Creek to service this development and future development anticipated to the North (Briarwood, Northside Meadows, Homestead Phase 2 and Eagles Landing Phase 5).

It would be recommended that the costs of these up-sizing be funded through the impact fees the City has set aside and will ultimately collect for this development.

Anticipated Impact Fees collected are as follows:

- Water 284 Homes X $3,790 = $1,076,360.00
- Sewer 284 Homes X $2,348 = $666,832.00"

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. RessCreeks crossing upsizing
2. Cost Participation Agreement for 12 inch Water Lines in Creeks Crossing
3. Cost Participation Agreement for 24 inch Sewer Line in Creeks Crossing

{} 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. 2025-07-01-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING THE PAYMENT TERMS OF THE CREEKS CROSSING UTILITY LINE UPSIZING AGREEMENT WITH BRIGHTLAND HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, in April of 2023, the City of Elgin and Brightland Homes entered into a cost participation agreement to up-size certain utility lines that specifically enhances the City's utility needs in the area; and

WHEREAS, the facilities stated in the agreement have now been installed to the satisfaction of the City and the City Engineer; and

WHEREAS, the City staff is now recommending payment be made to Brightland Homes in accordance with the terms of the agreements executed in April of 2023 and attached to this resolution.

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. Acknowledgment. The City Council ratifies the payment from the City to the Developer, as was agreed upon in the Cost Participation Agreement for 12" Water Lines in Creeks Crossing (Exhibit A), and the Cost Participation Agreement for 24" Sewer Lines in Creeks Crossing (Exhibit B).

Section 3. Project Change Orders. This Project has no change orders.

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 1st day of July, 2025

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

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

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 $222,933.00 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

_____
Jennifer Stubbs, 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: _____

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2023, 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 §

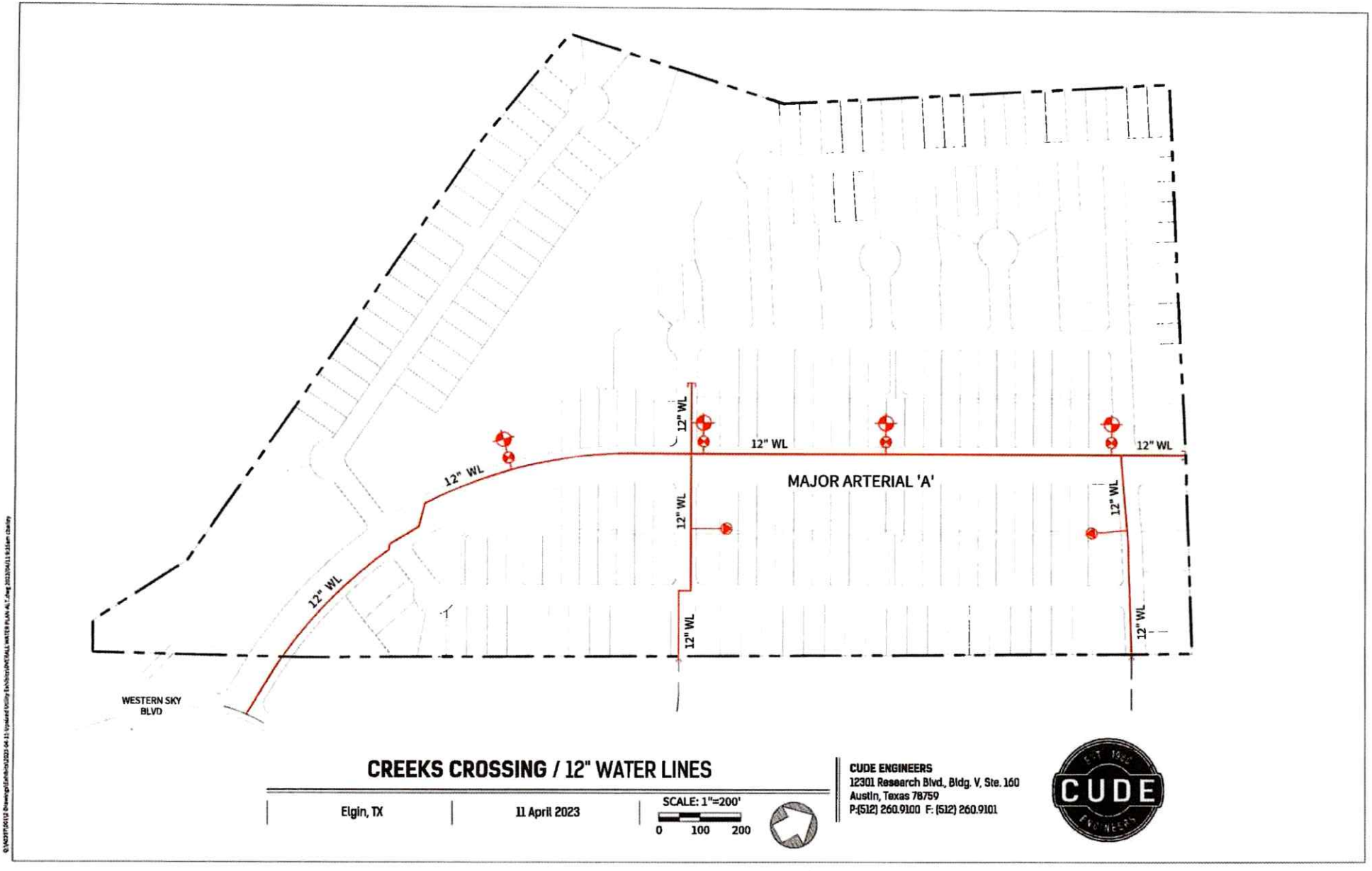
On this 11th day of April, 2023, before me, the undersigned notary public, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Laura Mei Dillon
My Commission Expires
1/5/2026
Notary ID
133518031

_____
Notary Public, State of Texas

EXHIBIT "A"

The Project



CREEKS CROSSING / 12" WATER LINES

Elgin, TX | 11 April 2023 | SCALE: 1"=200' (0 100 200)

CUDE ENGINEERS
12301 Research Blvd., Bldg. V, Ste. 160
Austin, Texas 78759
P:(512) 260.9100 F: (512) 260.9101

EXHIBIT "B"

City Reimbursement Exhibit

BID SUMMARY
CREEKS CROSSING SECTION 1 - CONSTRUCTION BID OF WATER, WASTEWATER, DRAINAGE & STREET IMPROVEMENTS

DNT

WATER IMPROVEMENTS (PLAN SHEETS 9-17)

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.	6,002	$ 51.00	$ 306,102.00
2	8-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place	E.A.	14	$2,640.00	$ 36,960.00
3	Bore & Encasement (For 8" Water Main: 16-inch minimum Coated Steel casing)	L.F.	86	$ 535.00	$ 46,010.00
4	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.	9	$7,270.00	$ 65,430.00
5	Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	59	$2,500.00	$ 147,500.00
6	Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	17	$1,415.00	$ 24,055.00
7	4-inch Schedule 40, Polyvinyl Chloride (PVC) Irrigation Crossing Sleeves *(May require SCH80)	L.F.	2,320	$ 16.00	$ 37,120.00
8	2-inch, Automatic Air Release Valve, Including Access Manhole & Lid, Final Grade Adjustment, All Bends and Fittings, All Depths, Complete In Place	E.A.	2	$6,825.00	$ 13,650.00
9	2-inch, Irrigation Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	5	$4,115.00	$ 20,575.00
10	2-inch, Flushing Assembly	E.A.	2	$3,270.00	$ - 6,540.00
11	Connect to Existing City Water Main (up to 12-inch Nominal Water Main), Includes Surface Restoration and Trench Backfill, Complete In Place	E.A.	2	$1,415.00	$ 2,830.00
12	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
13	Trench Safety, All Depths	L.S.	1	$2,940.00	$ 2,940.00
	BID SUBTOTAL - WATER IMPROVEMENTS				**$ 710,767.00**

WATER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)(PLAN SHEETS 26-35)

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.	3,781	$ 86.00	$ 325,166.00
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.	11	$4,065.00	$ 44,715.00
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.	2,221	$ 51.00	$ 113,271.00
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.	6	$2,640.00	$ 15,840.00
5-A	Bore & Encasement (For 12" Water Main: 24-inch minimum Coated Steel casing)	L.F.	120	$ 640.00	$ 76,800.00
6-A	Bore & Encasement (For 8" Water Main: 16-inch minimum Coated Steel casing)	L.F.	46	$ 535.00	$ 24,610.00
7-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.	9	$7,435.00	$ 66,915.00
8-A	Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	59	$2,540.00	$ 149,860.00
9-A	Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	17	$1,440.00	$ 24,480.00
10-A	4-inch Schedule 40, Polyvinyl Chloride (PVC) Irrigation Crossing Sleeves *(May require SCH80)	L.F.	2,320	$ 16.00	$ 37,120.00
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.	2	$6,825.00	$ 13,650.00
12-A	2-inch, Irrigation Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A.	5	$4,115.00	$ 20,575.00
13-A	2-inch, Flushing Assembly	E.A.	2	$3,270.00	$ 6,540.00
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.	2	$2,190.00	$ 4,380.00
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
BID SUBTOTAL - WATER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)					**$ 928,450.00**

DNT

BID ALTERNATE - WATER (CITY UPSIZE)(PLAN SHEETS 26-35)

ITEM	DESCRIPTION		SUM
1	ALTERNATE BID - WATER IMPROVEMENTS(CITY UPSIZE)(PLAN SHEETS 26-	$	928,450.00
2	SUBTRACT BASE BID - WATER IMPROVEMENTS (9-17)	$	(710,767.00)
	CONSTRUCTION COST - SUBTOTAL	**$**	**217,683.00**
	ENGINEERING	**$**	**5,250.00**
	CITY UPSIZING COST - WATER IMPROVEMENTS TOTAL	***$***	***222,933.00***

COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF A 24" SEWER LINE IN THE CREEKS CROSSING SUBDIVISION

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 24" 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 $626,397.50 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 Y. McShan
Theresa McShan, Mayor

Jennifer Stubbs, City Secretary

Date: May 2, 2023

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: 4/11/23

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2023, 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 §

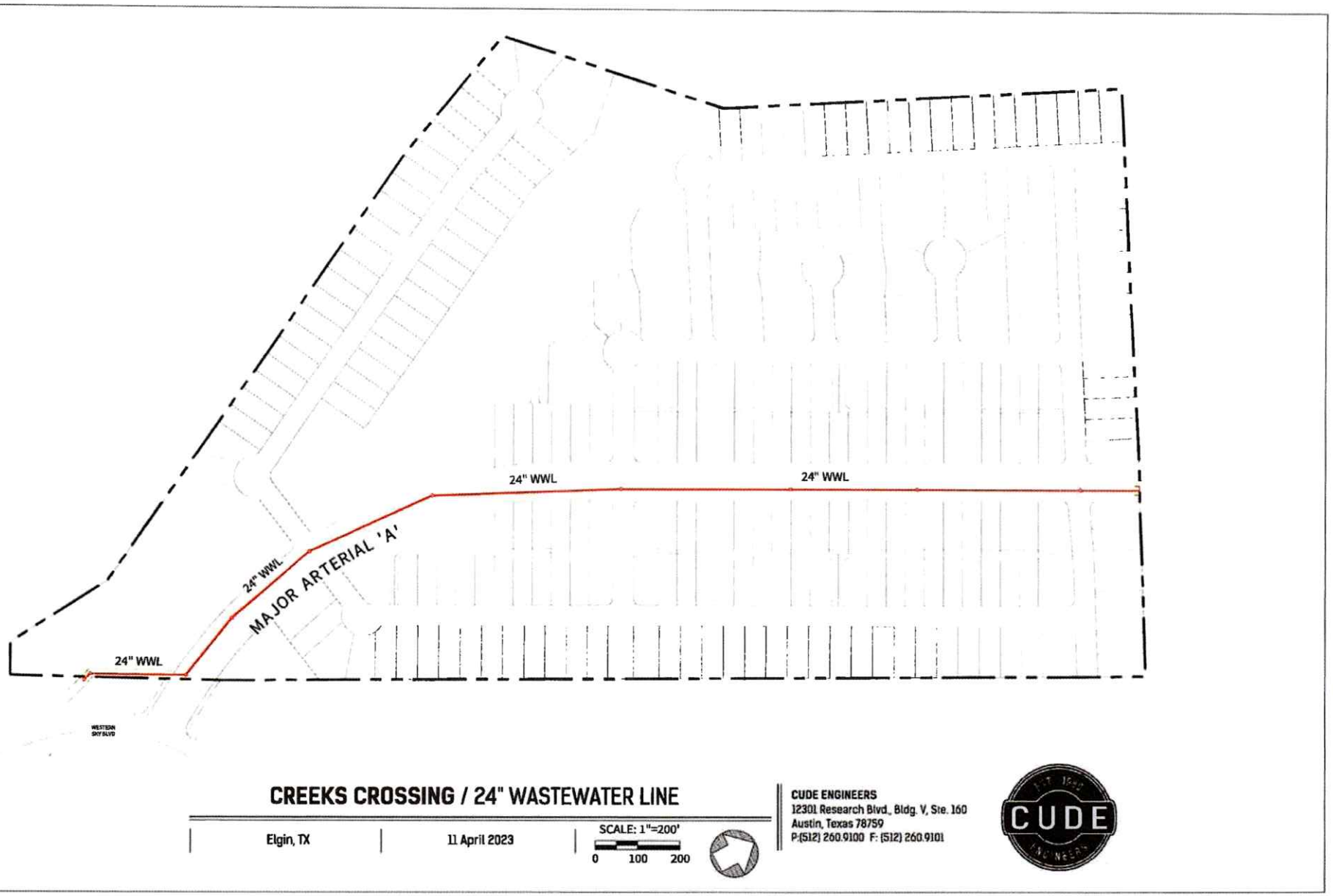
On this 11th day of April, 2023, before me, the undersigned notary public, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Laura Mei Dillon
My Commission Expires
1/5/2026
Notary ID
133518031

_____
Notary Public, State of Texas

EXHIBIT "A"

The Project



CREEKS CROSSING / 24" WASTEWATER LINE

Elgin, TX | 11 April 2023 | SCALE: 1"=200' (0 100 200)

CUDE ENGINEERS
12301 Research Blvd., Bldg. V, Ste. 160
Austin, Texas 78759
P:(512) 260.9100 F: (512) 260.9101

EXHIBIT "B"

City Reimbursement Exhibit

BID SUMMARY
CREEKS CROSSING SECTION 1 - CONSTRUCTION BID OF WATER, WASTEWATER, DRAINAGE & STREET IMPROVEMENTS

DNT

SEWER IMPROVEMENTS (PLAN SHEETS 18-25)

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.	5,105	$ 41.50	$ 211,857.50
2	8-inch Polyvinyl Chloride (PVC) Pressure Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F.	103	$ 60.00	$ 6,180.00
3	Bore & Encasement (For 8" Sewer Main: 16-inch minimum Coated Steel casing)	L.F.	176	$ 535.00	$ 94,160.00
4	4-ft Diameter Standard Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place	E.A.	17	$6,465.00	$ 109,905.00
5	4-ft Diameter Modified (Doghouse) Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place	E.A.	1	$7,435.00	$ 7,435.00
6	4-ft Diameter Drop Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place	E.A.	1	$ 10,395.00	$ 10,395.00
7	Single Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place	E.A.	5	$1,115.00	$ 5,575.00
8	Double Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place	E.A.	64	$2,255.00	$ 144,320.00
9	Sewer Main Cleanout - End of Line, Complete In Place	E.A.	1	$ 740.00	$ 740.00
10	Trench Safety, All Depths	L.S.	1	$5,820.00	$ 5,820.00
	BID SUBTOTAL - SEWER IMPROVEMENTS				**$ 596,387.50**

DNT

SEWER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)(PLAN SHEETS 36-43)

ITEM	DESCRIPTION	QUANTITY		UNIT	SUM
1-A	24-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (ASTM F-679, PS 115 minimum), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F.	2,653	$ 180.00	$ 477,540.00
2-A	12-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F.	234	$ 66.00	$ 15,444.00
3-A	8-inch Polyvinyl Chloride (PVC) Gravity Sewer Main (AWWA SDR26), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F.	2,364	$ 41.50	$ 98,106.00
4-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.	103	$ 60.00	$ 6,180.00
5-A	Bore & Encasement (For 24-inch Sewer Main: 36-inch minimum Coated Steel casing)	L.F.	130	$ 925.00	$ 120,250.00
6-A	Bore & Encasement (For 8" Sewer Main: 16-inch minimum Coated Steel casing)	L.F.	46	$ 535.00	$ 24,610.00
7-A	6-ft Diameter Standard Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place	E.A.	9	$ 12,640.00	$ 113,760.00
8-A	4-ft Diameter Standard Sewer Manhole (All Depths), Including Final Grade Adjustment, Complete In Place	E.A.	9	$6,350.00	$ 57,150.00
9-A	6-ft Diameter Modified (Doghouse) Sewer Manhole (All Depths), Complete In Place	E.A.	1	$ 12,785.00	$ 12,785.00
10-A	Single Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place	E.A.	5	$1,115.00	$ 5,575.00
11-A	Double Sewer Service, Including Service Line and Cleanout, All Bends and Fittings, All Depths, Complete In Place	E.A.	64	$4,205.00	$ 269,120.00
12-A	Sewer Main Cleanout - End of Line, Complete In Place	E.A.	1	$1,530.00	$ 1,530.00
13-A	Trench Safety, All Depths	L.S.	1	$5,985.00	$ 5,985.00
BID SUBTOTAL - SEWER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)					**$ 1,208,035.00**

DNT

BID ALTERNATE - SEWER (CITY UPSIZE)(PLAN SHEETS 36-43)

ITEM	DESCRIPTION		SUM
1	ALTERNATE BID - SEWER IMPROVEMENTS(CITY UPSIZE)(PLAN SHEETS 36-	$	1,208,035.00
2	SUBTRACT BASE BID - SEWER IMPROVEMENTS (18-25)	$	(596,387.50)
	CITY COST FOR UPSIZING	**$**	**611,647.50**
	ENGINEERING	**$**	**14,750.00**
	CITY UPSIZING COST - SEWER IMPROVEMENTS TOTAL	***$***	***626,397.50***

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE. (Perry)

DEPARTMENT: Development Services

PROPOSED ACTION: Discuss and consider action on a petition to annex 38.570 acres of land located in Travis County into the City of Elgin Extraterritorial Jurisdiction (ETJ).

BACKGROUND:
The City of Elgin has purchased 38.570 acres of land in Travis County for the purpose of constructing a wastewater treatment facility. The land is currently located in an unincorporated area of Travis County. Public Works Director, Michael Gonzalez, is requesting that the property be annexed in to the City of Elgin ETJ.

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. ETJ Ordinance WWTP No 2
2. Parcel No. 227351 ETJ Petition & Exhibit "A"

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

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

ORDINANCE NO. 2025-07-01-__

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Elgin, Texas (the "City"), pursuant to Section 42.022 of the Texas Local Government Code, as amended, desires to annex into its extraterritorial jurisdiction additional territory lying adjacent and contiguous to the existing extraterritorial jurisdiction of the City, which territory is described in Exhibit "A" (the "Annexed Territory"), which exhibit is attached hereto and incorporated herein for all purposes; and,

WHEREAS, the City is a duly constituted Home Rule City pursuant to Article XI, Section 5 of the Texas Constitution, as amended; and,

WHEREAS, the Annexed Territory lies completely within Travis County, Texas, outside of the municipal limits or extraterritorial jurisdiction of any other municipality;

WHEREAS, a petition of 100% percent of the real property owners in the Annexed Territory requested that the City annex said area into its extraterritorial jurisdiction.

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

I.

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

II.

That, pursuant to and under the authority granted in Section 42.022(b) of the Texas Local Government Code the Annexed Territory of 38.570 acres described in Exhibit "A", which exhibit is attached hereto and incorporated herein for all purposes, shall be and is hereby annexed and brought within the extraterritorial jurisdiction of the City of Elgin, Texas, and the same is hereby made an integral part hereof.

III.

That the owners and inhabitants of the Annexed Territory shall be entitled to all of the rights and privileges of other owners and inhabitants of the extraterritorial jurisdiction of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

IV.

That this Ordinance shall become effective immediately after its passage.

V.

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

VI.

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

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

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

READ, PASSED, AND ADOPTED this 1st day of July, 2025.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

REQUEST FOR EXPANSION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS

TO: The Mayor and Members of the City Council of the City of Elgin, Texas

Dear Mayor and Members of the City Council:

I, Michael Gonzalez, on behalf of the City of Elgin, the undersigned owner of the territory described below which is contiguous to the existing extraterritorial jurisdiction of the City of Elgin, Texas, do hereby request that the extraterritorial jurisdiction of the City of Elgin, Texas, be expanded to include the following described territory attached as Exhibit "A".

I and/or we understand that the City of Elgin is not obligated to accept this request.

Date: 6/12/25

Owner Signature

Printed Name: Michael Gonzalez, Director of Public Works

State of Texas §
County of Bastrop §

This instrument was acknowledged before me on the 12 day of June 2025, by Michael Gonzalez, Public Works Director of the City of Elgin, Texas.

MELISSA LIPIEC
Notary Public, State of Texas
Comm. Expires 08-02-2027
Notary ID 124244585

Melissa Lipiec

Signature of Notary Public

Printed Name: MELISSA LIPIEC

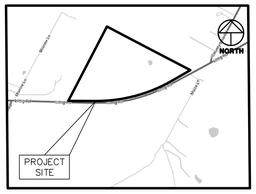
Notary ID # 124244585

My Commission Expires: AUG. 2, 2027

[Notary Seal]

EXHIBIT "A"

SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS



ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP
NOT TO SCALE

DESCRIPTION

A TRACT OR PARCEL CONTAINING 38.570 ACRES OR 1,680,111 SQUARE FEET OF LAND, SITUATED IN THE ALEXANDER AMOS SURVEY, ABSTRACT NO. 1, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 38.570 ACRE TRACT OF LAND DESCRIBED IN DEED TO FILMON SAUCEDO, AS RECORDED IN DOCUMENT (DOC.) NUMBER (NO.) 2014194317 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); WITH SAID 38.570 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203):

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF THE T.&O. RAILROAD (CITY OF AUSTIN) (100' WIDE), BEING THE MOST SOUTHERLY CORNER OF A CALLED 324.310 ACRE TRACT, DESCRIBED AS TRACT 5 TO THE ESTATE OF HENRY J. SCHOVAJSA, AS RECORDED IN DOC. NO. 2000078050, O.P.R.T.C.T., AND BEING THE MOST EASTERLY CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS SOUTH 17 DEG. 21 MIN. 08 SEC. EAST, A DISTANCE OF 0.81 FEET;

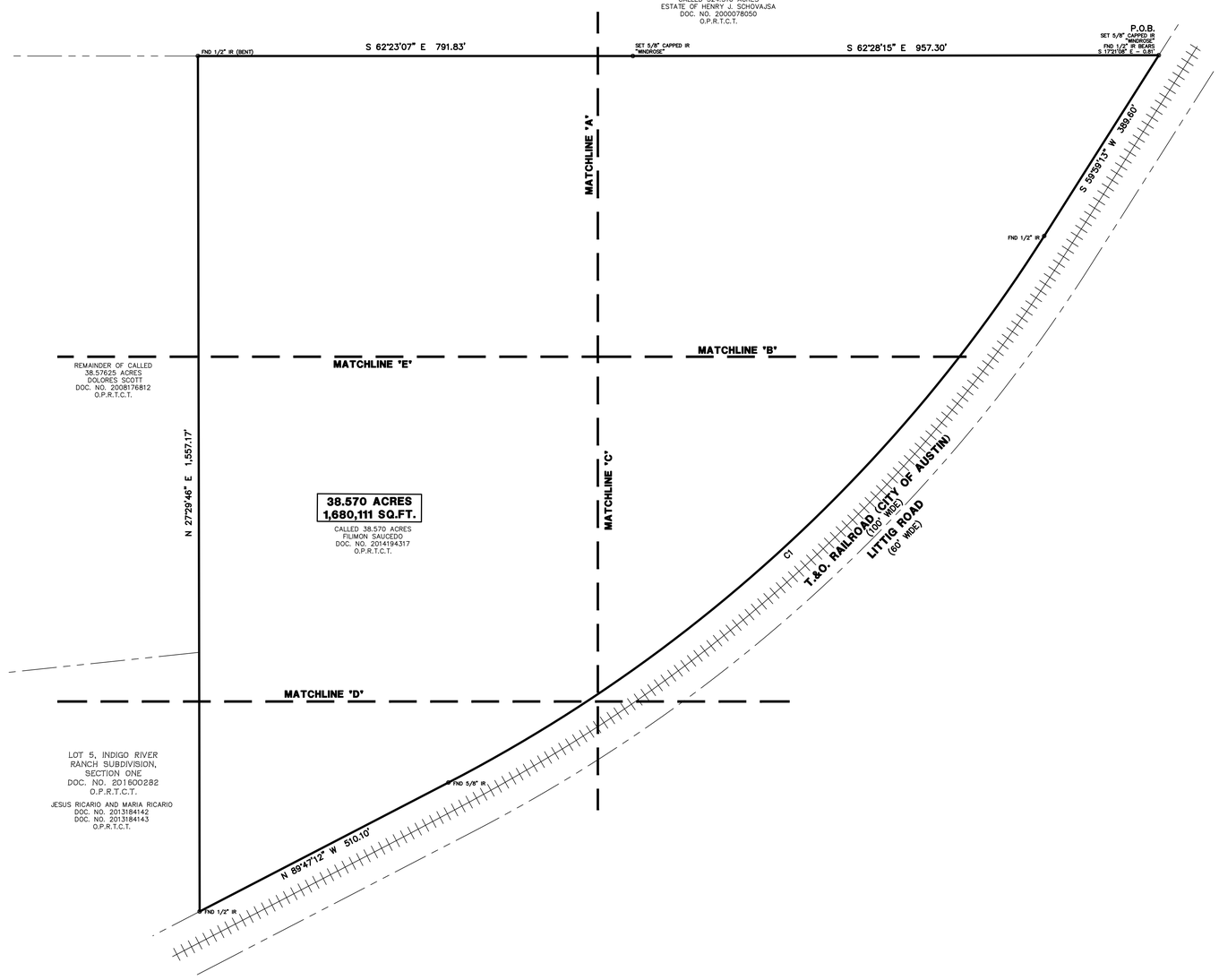
THENCE, WITH THE COMMON LINE OF SAID 38.570 ACRE TRACT AND THE NORTHWEST R.O.W. LINE OF SAID T.&O. RAILROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 59 DEG. 59 MIN. 13 SEC. WEST, A DISTANCE OF 389.60 FEET TO A 1/2 IRON ROD FOUND FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,819.62 FEET, AN ARC LENGTH OF 1,488.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 75° 05' 01" WEST – 1,471.59 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
3. NORTH 89 DEG. 47 MIN. 12 SEC. WEST, A DISTANCE OF 510.10 FEET TO A 1/2 IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEAST CORNER OF LOT 5 OF THE INDIGO RIVER RANCH SUBDIVISION, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 201600282, O.P.R.T.C.T.;

THENCE, NORTH 27 DEG. 29 MIN. 46 SEC. EAST, WITH THE COMMON LINE OF SAID CALLED 38.570 ACRE TRACT, SAID LOT 5, AND THE REMAINDER OF A CALLED 38.57625 ACRE TRACT DESCRIBED TO DOLORES SCOTT, AS RECORDED IN DOC. NO. 2008176812, O.P.R.T.C.T., A DISTANCE OF 1,557.17 FEET TO A 1/2 INCH IRON ROD (BENT) FOUND FOR THE MOST NORTHERLY CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 38.57625 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF THE AFORESAID 324.310 ACRE TRACT;

THENCE, WITH THE COMMON LINE OF SAID 38.570 ACRE TRACT AND OF SAID 324.310 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. SOUTH 62 DEG. 23 MIN. 07 SEC. EAST, A DISTANCE OF 791.83 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
2. SOUTH 62 DEG. 28 MIN. 15 SEC. EAST, A DISTANCE OF 957.30 FEET TO THE TO THE PLACE OF BEGINNING AND CONTAINING 38.570 ACRES OR 1,680,111 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60410-38.570ac, PREPARED BY WINDROSE LAND SERVICES.



NORTH

GRAPHIC SCALE: 1" = 100'

100 0 100 200 300 Feet

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE SEARCH REPORT ORDER NO. HA327557 OF HOLLERBACH AND ASSOCIATES, INC., ORDER DATE OF 03/27/2025, CERTIFICATION DATE OF 03/06/2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT REPORT.
2. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL (4203). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999933160.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, MAP NO. 48453C0505H AND 48453C0510H REVISED/DATED SEPTEMBER 26, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY. NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. NO UTILITY PLANS WERE PROVIDED AT THE TIME OF SURVEY.

SCHEDULE 'B' NOTES

NO EXCEPTION DOCUMENTS AFFECTING SUBJECT PROPERTY FOUND FILED OF RECORD

SURVEYOR'S CERTIFICATION

TO:
HOLLERBACH & ASSOCIATES, INC.
FILMON SAUCEDO
WARD, GETZ & ASSOCIATES, LLC

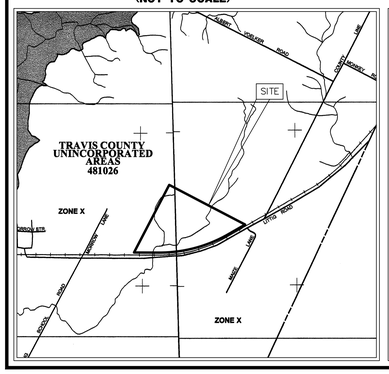
I DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION. THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY, TO THE BEST OF MY KNOWLEDGE.

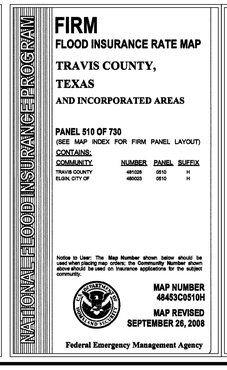
STATE OF TEXAS
REGISTERED
C. PAUL JONES SR.
6461
PROFESSIONAL
LAND SURVEYOR

C. PAUL JONES SR.
Registered Professional Land Surveyor
Texas Registration No. 7076

04/15/2025
DATE

FLOOD INFORMATION
(NOT TO SCALE)




NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
TRAVIS COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 510 OF 730
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

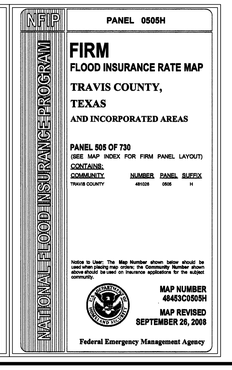
CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
TRAVIS COUNTY	481026	0510	H
ELGIN, CITY OF	480623	0510	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48453C0510H
MAP REVISED
SEPTEMBER 26, 2008

Federal Emergency Management Agency


NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0505H

FIRM
FLOOD INSURANCE RATE MAP
TRAVIS COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 505 OF 730
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
TRAVIS COUNTY	481026	0505	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48453C0505H
MAP REVISED
SEPTEMBER 26, 2008

Federal Emergency Management Agency

CURVE CHART

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,819.62'	30°15'13"	1,488.83'	S 75°05'01" W	1,471.59'

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PP	– POWER POLE	UCS	– UNDERGROUND CABLE SIGN
HC	– HANDICAP	PP/T	– POWER POLE W/TRANSFORMER	CTL	– CATHODIC TEST LEAD
GM	– GAS METER	PP/LT	– POWER POLE W/LIGHT	MW	– MONITORING WELL
GV	– GAS VALVE	PP/CT	– POWER POLE W/CONDUIT	P	– PIN FLAG/PAINT MARK
FH	– FIRE HYDRANT	MP	– METER POLE	TC	– TOP OF CURB
WM	– WATER METER	SP	– SERVICE POLE	G	– GUTTER
WV	– WATER VALVE	GAC	– GUY ANCHOR	TG	– TOP OF GRATE
ICV	– IRRIGATION CONTROL VALVE	OHP	– OVERHEAD POWER LINE	FL	– FLOW LINE
	– GRATE INLET	BWF	– BARBED WIRE FENCE	HB	– HIGHBANK
	– GRATE INLET	WIF	– WROUGHT IRON FENCE	SAN	– SANITARY SEWER
	– MANHOLE	WDF	– WOOD FENCE	STM	– STORM SEWER
CO	– CLEANOUT	CLF	– CHAINLINK FENCE	CMP	– CORRUGATED METAL PIPE
TP	– TELEPHONE PEDESTAL	GR	– GUARD RAIL	CPP	– CORRUGATED PLASTIC PIPE
EB	– ELECTRIC BOX	GP	– GATE POST	RCP	– REINFORCED CONCRETE PIPE
EM	– ELECTRIC METER	(P)	– PER PLANS	TEL	– TELEPHONE
TSB	– TRAFFIC SIGNAL BOX	APPROX.	– APPROXIMATE	ELC	– ELECTRIC
LP	– LIGHT POLE		– HIGHBANK	WTR	– WATER
TLP	– TRAFFIC LIGHT POLE		– SIGN	UG	– UNDERGROUND
GL	– GROUND/SPOT LIGHT	PLM	– PIPELINE MARKER		

FND	– FOUND
D.P.R.T.C.T.	– OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	– DEED RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T.	– PLAT RECORDS TRAVIS COUNTY, TEXAS
D.P.R.T.C.T.	– DEED AND PLAT RECORDS TRAVIS COUNTY, TEXAS
IP	– IRON PIPE
IR	– IRON ROD
NO.	– NUMBER
PG.	– PAGE
R.O.W.	– RIGHT-OF-WAY
SQ. FT.	– SQUARE FEET
VOL.	– VOLUME
F.C.	– FILM CODE
B.L.	– BUILDING LINE
U.E.	– UTILITY EASEMENT
P.O.B.	– POINT OF BEGINNING
P.O.C.	– POINT OF COMMENCEMENT
N.T.S.	– NOT TO SCALE
	– TREE/SHRUB

REVISIONS

DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

STANDARD LAND TITLE SURVEY OF
38.570 ACRES/ 1,680,111 SQUARE FEET
SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS

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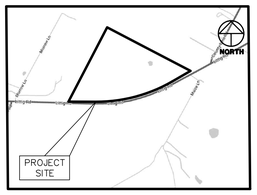
FIELDED BY:	TB/SO	CHECKED BY: CJ	JOB NO. 60410
DRAWN BY:	CL	DATE: APRIL 2025	SHEET NO. 1 OF 7



ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP

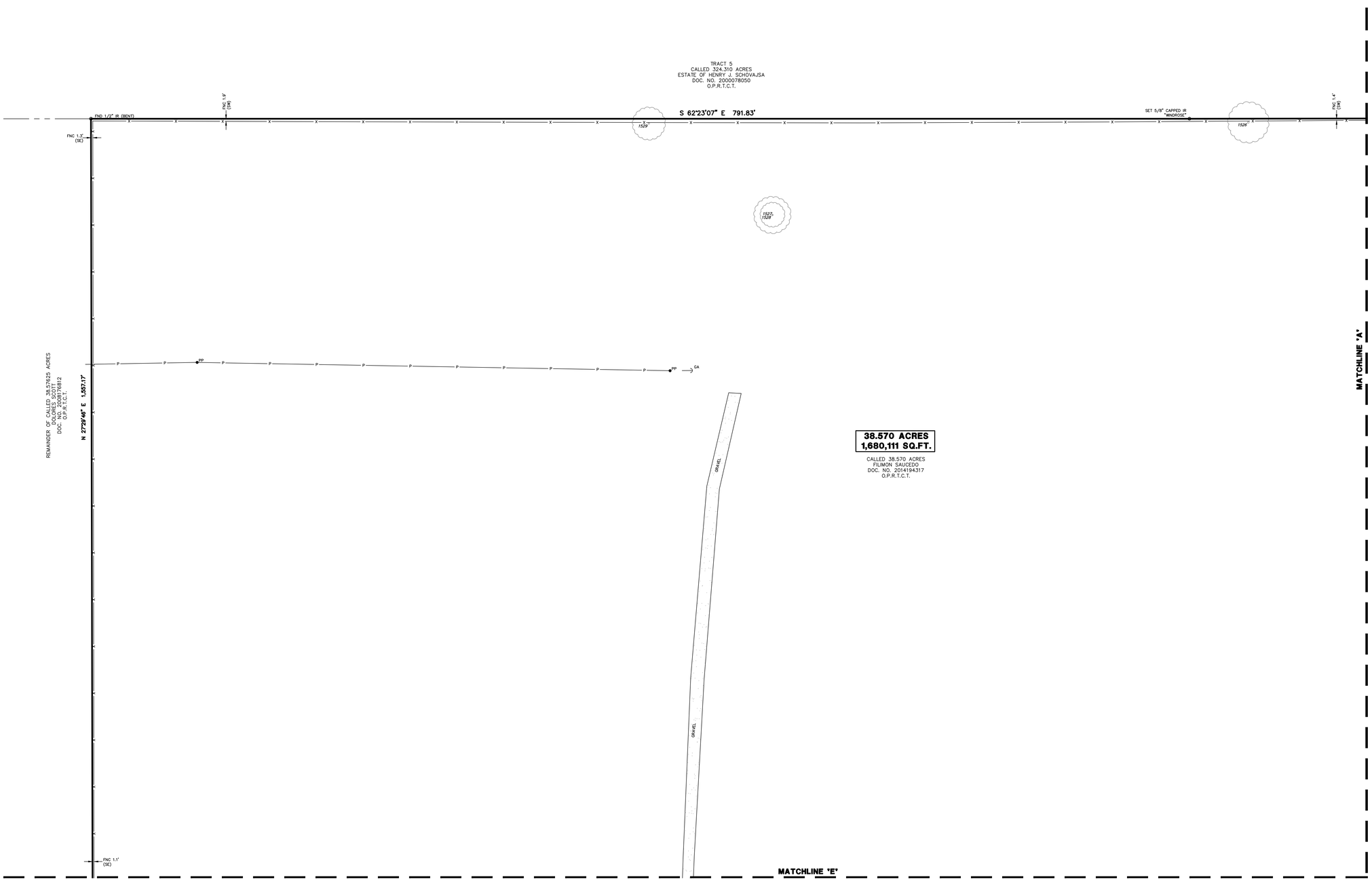
NOT TO SCALE

SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS

LEGEND

*** SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY**

BO	– BOLLARD	PP	– POWER POLE	UCS	– UNDERGROUND CABLE SIGN	FND	– FOUND
HC	– HANDICAP	PP/T	– POWER POLE W/TRANSFORMER	CTL	– CATHODIC TEST LEAD	O.P.R.T.C.T.	– OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
GM	– GAS METER	PP/LT	– POWER POLE W/LIGHT	MW	– MONITORING WELL	D.R.T.C.T.	– DEED RECORDS TRAVIS COUNTY, TEXAS
GV	– GAS VALVE	PP/CT	– POWER POLE W/CONDUIT	P	– PIN FLAG/PAINT MARK	P.R.T.C.T.	– PLAT RECORDS TRAVIS COUNTY, TEXAS
FH	– FIRE HYDRANT	MP	– METER POLE	TC	– TOP OF CURB	D.P.R.T.C.T.	– DEED AND PLAT RECORDS TRAVIS COUNTY, TEXAS
WM	– WATER METER	SP	– SERVICE POLE	G	– GUTTER	IP	– IRON PIPE
WV	– WATER VALVE	GA	– GUY ANCHOR	TG	– TOP OF GRATE	IR	– IRON ROD
ICV	– IRRIGATION CONTROL VALVE	P	– OVERHEAD POWER LINE	FL	– FLOW LINE	NO.	– NUMBER
	– GRATE INLET	*	– BARBED WIRE FENCE	HB	– HIGHBANK	PG.	– PAGE
	– GRATE INLET	C	– WROUGHT IRON FENCE	SAN	– SANITARY SEWER	R.O.W.	– RIGHT-OF-WAY
	– MANHOLE	W	– WOOD FENCE	STM	– STORM SEWER	SQ. FT.	– SQUARE FEET
CO	– CLEANOUT	O	– CHAINLINK FENCE	CMP	– CORRUGATED METAL PIPE	VOL.	– VOLUME
TP	– TELEPHONE PEDESTAL	* G *	– GUARD RAIL	CPP	– CORRUGATED PLASTIC PIPE	F.C.	– FILM CODE
EB	– ELECTRIC BOX	GP	– GATE POST	RCP	– REINFORCED CONCRETE PIPE	B.L.	– BUILDING LINE
EM	– ELECTRIC METER	(P)	– PER PLANS	TEL	– TELEPHONE	U.E.	– UTILITY EASEMENT
TSB	– TRAFFIC SIGNAL BOX	APPROX.	– APPROXIMATE	ELC	– ELECTRIC	P.O.B.	– POINT OF BEGINNING
LP	– LIGHT POLE	^	– HIGHBANK	WTR	– WATER	P.O.C.	– POINT OF COMMENCEMENT
TLP	– TRAFFIC LIGHT POLE		– SIGN	UG	– UNDERGROUND	N.T.S.	– NOT TO SCALE
GL	– GROUND/SPOT LIGHT	PLM	– PIPELINE MARKER				– TREE/SHRUB



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STANDARD LAND TITLE SURVEY OF
38.570 ACRES/ 1,680,111 SQUARE FEET
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TRAVIS COUNTY, TEXAS

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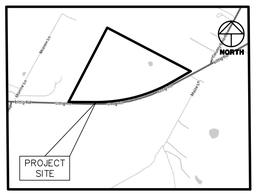

ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP

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BO	– BOLLARD	PP	– POWER POLE	UCS	– UNDERGROUND CABLE SIGN	FND	– FOUND
	– HANDICAP	PP/T	– POWER POLE W/TRANSFORMER	CTL	– CATHODIC TEST LEAD	O.P.R.T.C.T.	– OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
GM	– GAS METER	PP/L1	– POWER POLE W/LIGHT	MW	– MONITORING WELL	D.R.T.C.T.	– DEED RECORDS TRAVIS COUNTY, TEXAS
GV	– GAS VALVE	PP/CT	– POWER POLE W/CONDUIT	P	– PIN FLAG/PAINT MARK	P.R.T.C.T.	– PLAT RECORDS TRAVIS COUNTY, TEXAS
FH	– FIRE HYDRANT	MP	– METER POLE	TC	– TOP OF CURB	D.P.R.T.C.T.	– DEED AND PLAT RECORDS TRAVIS COUNTY, TEXAS
MM	– WATER METER	SP	– SERVICE POLE	G	– GUTTER	IP	– IRON PIPE
WV	– WATER VALVE	GAC	– GUY ANCHOR	TG	– TOP OF GRATE	IR	– IRON ROD
ICV	– IRRIGATION CONTROL VALVE	OHP	– OVERHEAD POWER LINE	FL	– FLOW LINE	NO.	– NUMBER
	– GRATE INLET	BWF	– BARBED WIRE FENCE	HB	– HIGHBANK	PG.	– PAGE
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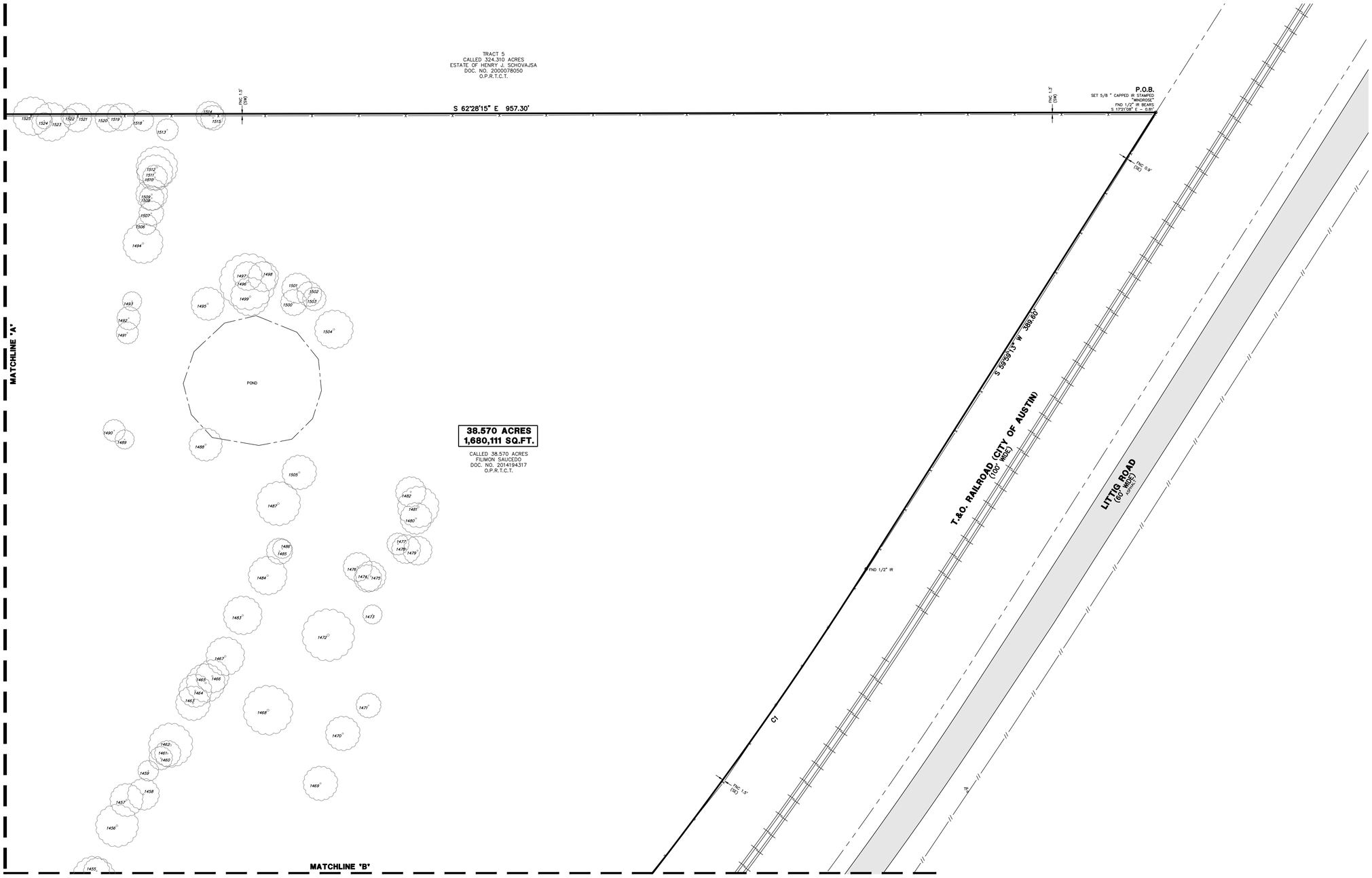

NORTH

GRAPHIC SCALE: 1" = 30'

30 0 30 60 90 Feet

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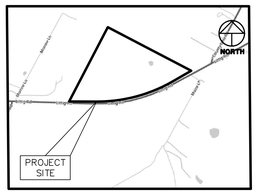
DRAWN BY: CL	DATE: APRIL 2025	SHEET NO. 3 OF 7	



ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP

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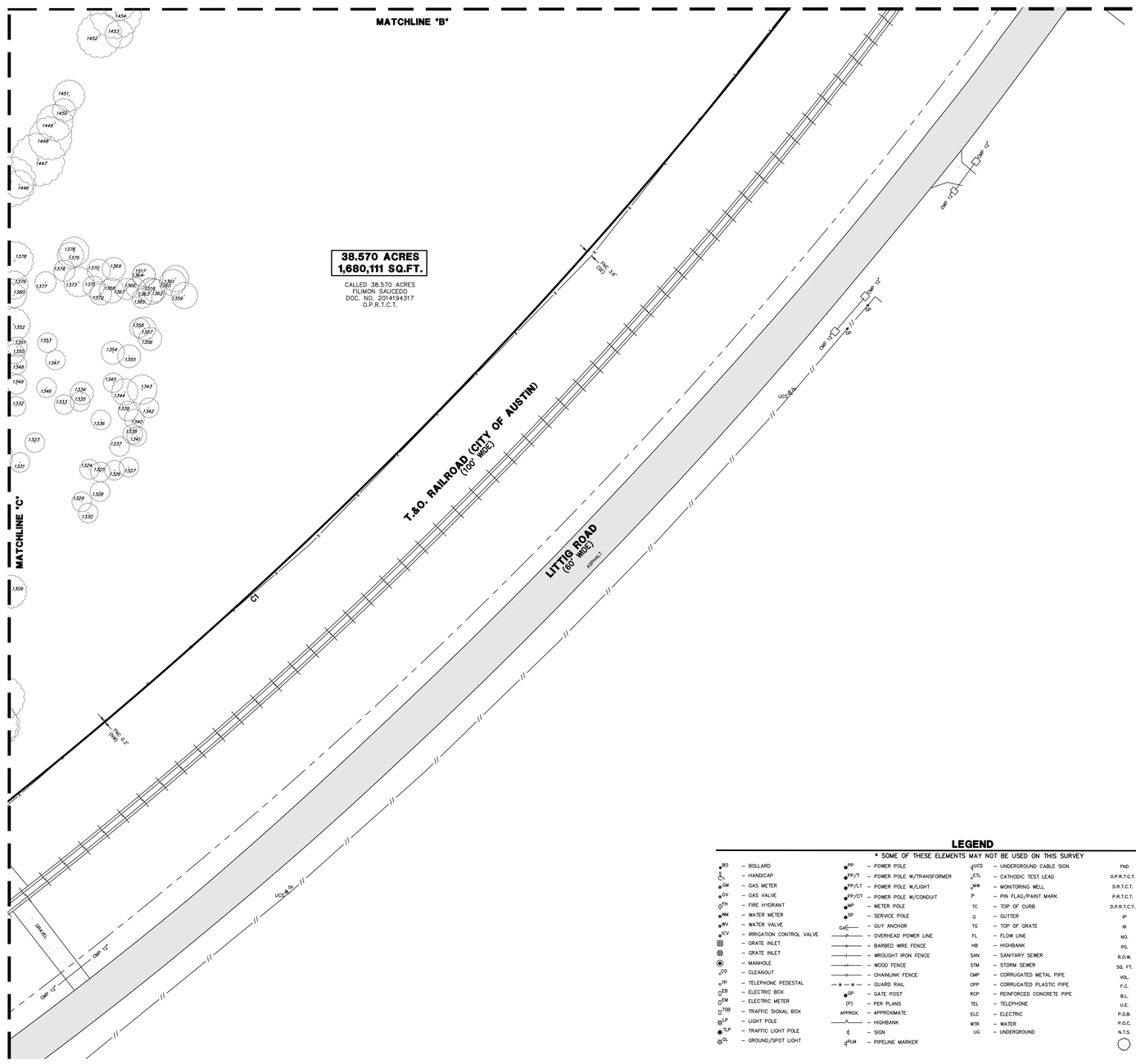

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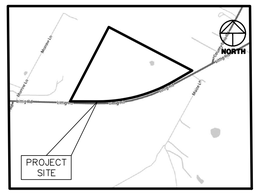

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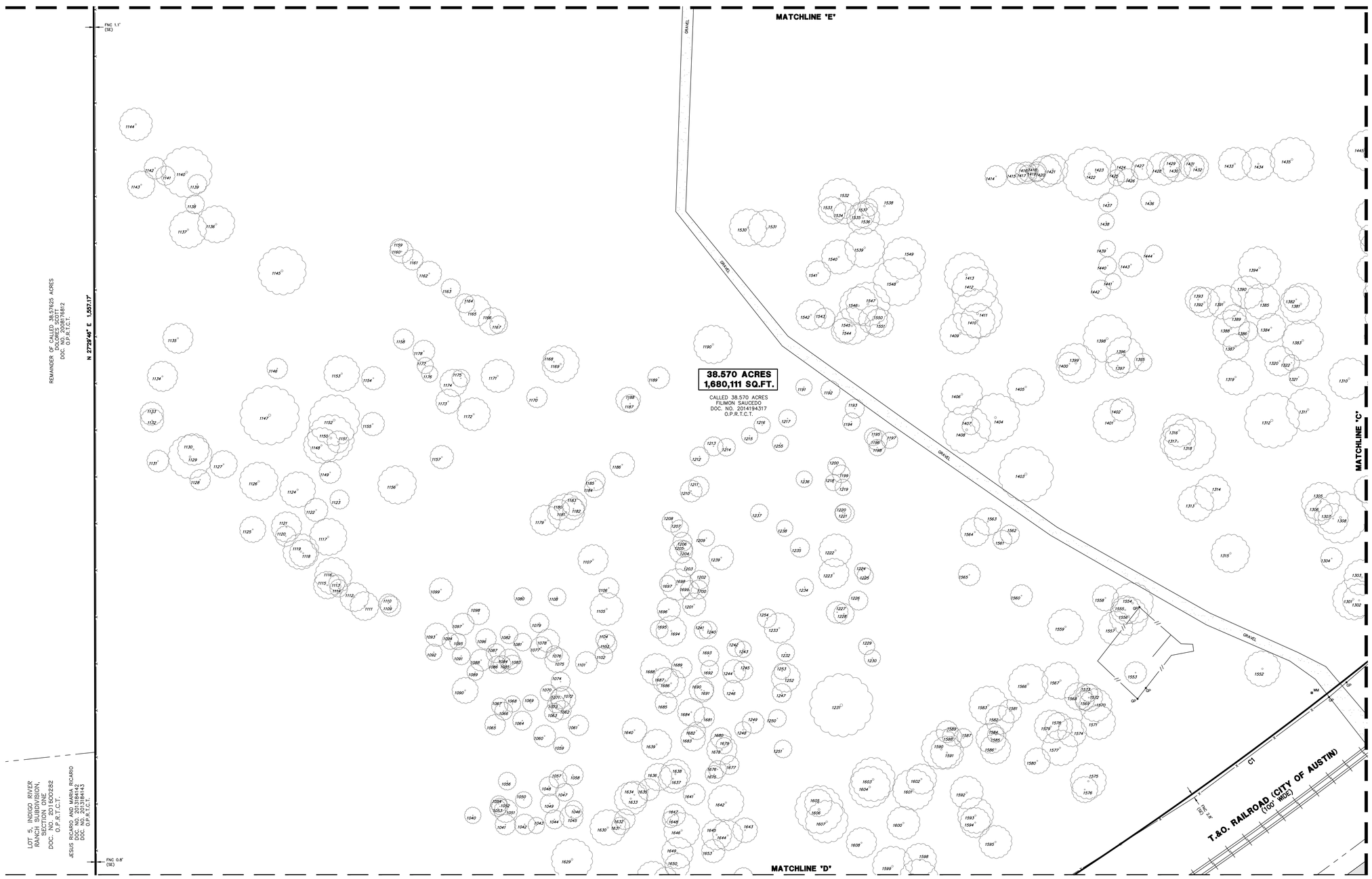

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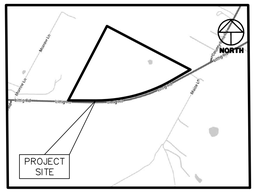
FIELDED BY: TB/SO	CHECKED BY: CJ	JOB NO. 60410	
DRAWN BY: CL	DATE: APRIL 2025	SHEET NO. 5 OF 7	



ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE

SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS

NORTH

GRAPHIC SCALE: 1" = 30'

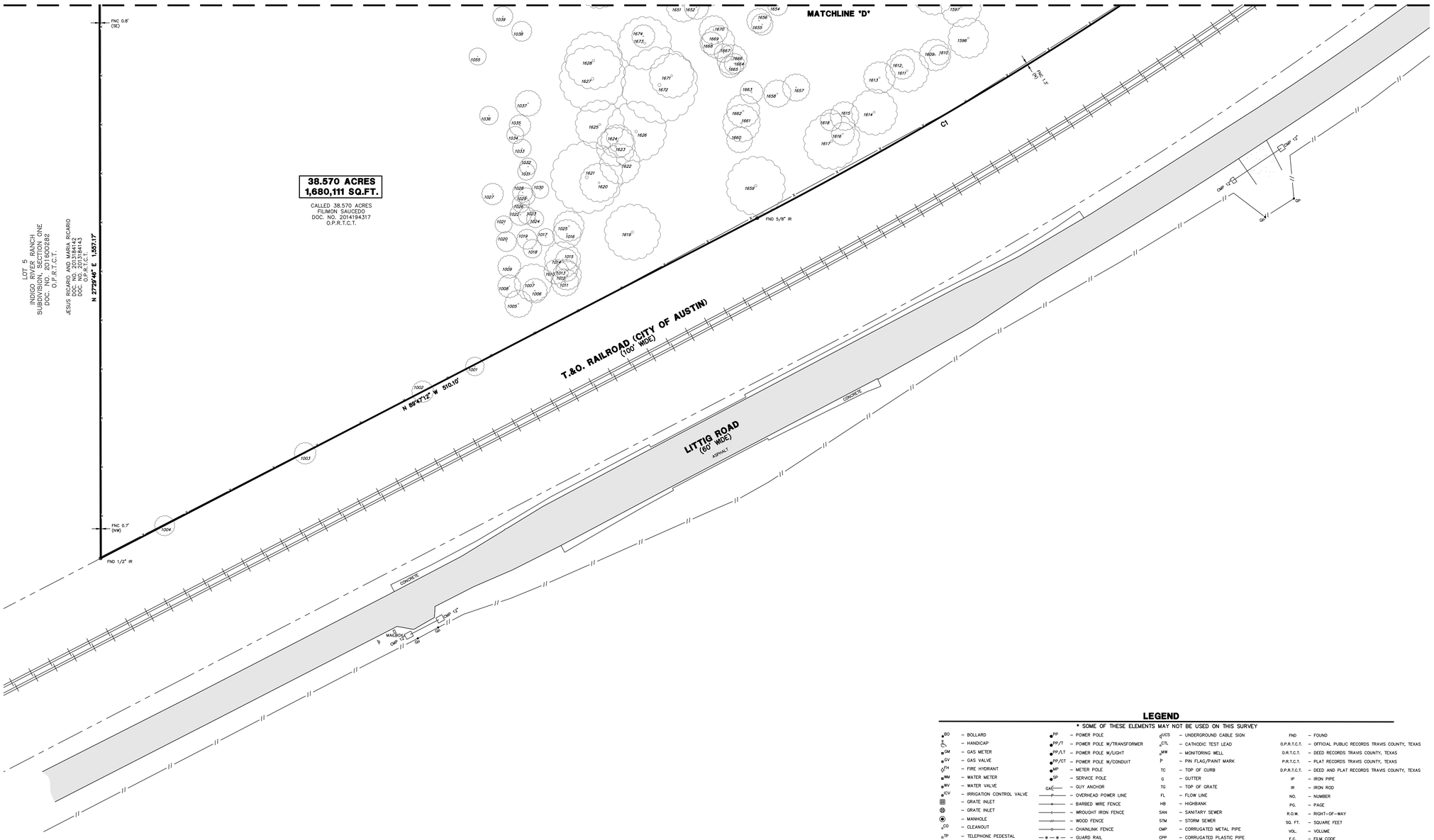
30 0 30 60 90 Feet

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE SEARCH REPORT ORDER NO. HA327557 OF HOLLERBACH AND ASSOCIATES, INC.; ORDER DATE OF 03/27/2025, CERTIFICATION DATE OF 03/06/2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT REPORT.
2. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL (4203). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999933160.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, MAP NO. 48453C0505H AND 48453C0510H REVISED/DATED SEPTEMBER 26, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X", THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY. NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. NO UTILITY PLANS WERE PROVIDED AT THE TIME OF SURVEY.

SCHEDULE 'B' NOTES

NO EXCEPTION DOCUMENTS AFFECTING SUBJECT PROPERTY FOUND FILED OF RECORD



LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PP	– POWER POLE	UCS	– UNDERGROUND CABLE SIGN
HC	– HANDICAP	PP/T	– POWER POLE W/TRANSFORMER	CTL	– CATHODIC TEST LEAD
GM	– GAS METER	PP/LT	– POWER POLE W/LIGHT	MW	– MONITORING WELL
GV	– GAS VALVE	PP/CT	– POWER POLE W/CONDUIT	PK	– PIN FLAG/PAINT MARK
FH	– FIRE HYDRANT	MP	– METER POLE	TC	– TOP OF CURB
WM	– WATER METER	SP	– SERVICE POLE	G	– GUTTER
WV	– WATER VALVE	GAC	– GUY ANCHOR	TG	– TOP OF GRATE
ICV	– IRRIGATION CONTROL VALVE	OHP	– OVERHEAD POWER LINE	FL	– FLOW LINE
	– GRATE INLET		– BARBED WIRE FENCE	HB	– HIGHBANK
	– GRATE INLET		– WROUGHT IRON FENCE	SAN	– SANITARY SEWER
	– MANHOLE		– WOOD FENCE	STM	– STORM SEWER
CO	– CLEANOUT		– CHAINLINK FENCE	CMP	– CORRUGATED METAL PIPE
TP	– TELEPHONE PEDESTAL		– GUARD RAIL	CPP	– CORRUGATED PLASTIC PIPE
EB	– ELECTRIC BOX	GP	– GATE POST	RCP	– REINFORCED CONCRETE PIPE
EM	– ELECTRIC METER	(P)	– PER PLANS	TEL	– TELEPHONE
TSB	– TRAFFIC SIGNAL BOX	APPROX.	– APPROXIMATE	ELC	– ELECTRIC
LP	– LIGHT POLE		– HIGHBANK	WTR	– WATER
TLP	– TRAFFIC LIGHT POLE		– SIGN	UG	– UNDERGROUND
GL	– GROUND/SPOT LIGHT	PLM	– PIPELINE MARKER		

FND	– FOUND
O.P.R.T.C.T.	– OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	– DEED RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T.	– PLAT RECORDS TRAVIS COUNTY, TEXAS
D.P.R.T.C.T.	– DEED AND PLAT RECORDS TRAVIS COUNTY, TEXAS
IP	– IRON PIPE
IR	– IRON ROD
NO.	– NUMBER
PG.	– PAGE
R.O.W.	– RIGHT-OF-WAY
SQ. FT.	– SQUARE FEET
VOL.	– VOLUME
F.C.	– FILM CODE
B.L.	– BUILDING LINE
U.E.	– UTILITY EASEMENT
P.O.B.	– POINT OF BEGINNING
P.O.C.	– POINT OF COMMENCEMENT
N.T.S.	– NOT TO SCALE
	– TREE/SHRUB

WINDROSE
LAND SURVEYING | PLATTING
9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
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STANDARD LAND TITLE SURVEY OF
38.570 ACRES/ 1,680,111 SQUARE FEET
SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS

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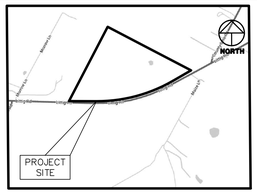
FIELDED BY: TB/SO	CHECKED BY: CJ	JOB NO. 60410	
DRAWN BY: CL	DATE: APRIL 2025	SHEET NO. 6 OF 7	

SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS



ELGIN, TRAVIS COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE

DESCRIPTION

A TRACT OR PARCEL CONTAINING 38.570 ACRES OR 1,680,111 SQUARE FEET OF LAND, SITUATED IN THE ALEXANDER AMOS SURVEY, ABSTRACT NO. 1, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 38.570 ACRE TRACT OF LAND DESCRIBED IN DEED TO FILIMON SAUCEDO, AS RECORDED IN DOCUMENT (DOC.) NUMBER (NO.) 2014194317 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), WITH SAID 38.570 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203):

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF THE T.&O. RAILROAD (CITY OF AUSTIN) (100' WIDE), BEING THE MOST SOUTHERLY CORNER OF A CALLED 324.310 ACRE TRACT, DESCRIBED AS TRACT 5 TO THE ESTATE OF HENRY J. SCHOVAJSA, AS RECORDED IN DOC. NO. 2000078050, O.P.R.T.C.T., AND BEING THE MOST EASTERLY CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS SOUTH 17 DEG. 21 MIN. 08 SEC. EAST, A DISTANCE OF 0.81 FEET;

THENCE, WITH THE COMMON LINE OF SAID 38.570 ACRE TRACT AND THE NORTHWEST R.O.W. LINE OF SAID T.&O. RAILROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 59 DEG. 59 MIN. 13 SEC. WEST, A DISTANCE OF 389.60 FEET TO A 1/2 IRON ROD FOUND FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,819.62 FEET, AN ARC LENGTH OF 1,488.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 75° 05' 01" WEST – 1,471.59 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
3. NORTH 89 DEG. 47 MIN. 12 SEC. WEST, A DISTANCE OF 510.10 FEET TO A 1/2 IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEAST CORNER OF LOT 5 OF THE INDIGO RIVER RANCH SUBDIVISION, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 201600282, O.P.R.T.C.T.;

THENCE, NORTH 27 DEG. 29 MIN. 46 SEC. EAST, WITH THE COMMON LINE OF SAID CALLED 38.570 ACRE TRACT, SAID LOT 5, AND THE REMAINDER OF A CALLED 38.57625 ACRE TRACT DESCRIBED TO DOLORES SCOTT, AS RECORDED IN DOC. NO. 2008176812, O.P.R.T.C.T., A DISTANCE OF 1,557.17 FEET TO A 1/2 INCH IRON ROD (BENT) FOUND FOR THE MOST NORTHERLY CORNER OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 38.57625 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF THE AFORESAID 324.310 ACRE TRACT;

THENCE, WITH THE COMMON LINE OF SAID 38.570 ACRE TRACT AND OF SAID 324.310 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. SOUTH 62 DEG. 23 MIN. 07 SEC. EAST, A DISTANCE OF 791.83 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF SAID 38.570 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
2. SOUTH 62 DEG. 28 MIN. 15 SEC. EAST, A DISTANCE OF 957.30 FEET TO THE TO THE PLACE OF BEGINNING AND CONTAINING 38.570 ACRES OR 1,680,111 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60410-38.570ac, PREPARED BY WINDROSE LAND SERVICES.

TREE TABLE		
TAG	SIZE	TYPE
1202	7"	ELM
1203	8"	ELM
1204	9"	ELM
1205	6"	ELM
1206	7"	ELM
1207	7"	ELM
1208	8"	ELM
1209	6"	ELM
1210	8"	ELM
1211	8"	ELM
1212	7"	ELM
1213	7"	ELM
1214	7"	ELM
1215	6"	ELM
1216	6"	ELM
1217	7"	ELM
1218	6"	ELM
1219	6"	ELM
1220	6"	ELM
1221	7"	ELM
1222	12"	HACKBERRY
1223	11"	HACKBERRY
1224	6"	ELM
1225	6"	ELM
1226	7"	ELM
1227	8"	HACKBERRY
1228	8"	ELM
1229	6"	ELM
1230	6"	ELM
1231	23"	ELM
1232	7"	ELM
1233	11"	HACKBERRY
1234	7"	ELM
1235	7"	ELM
1236	6"	ELM
1237	7"	ELM
1238	6"	ELM
1239	9"	ELM
1240	7"	ELM
1241	7"	ELM
1242	7"	ELM
1243	6"	ELM
1244	9"	ELM
1245	7"	ELM
1246	8"	ELM
1247	7"	ELM
1248	6"	ELM
1249	8"	ELM
1250	7"	ELM
1251	7"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1252	11"	ELM
1253	6"	ELM
1254	7"	ELM
1255	6"	ELM
1301	15"	ELM
1302	12"	ELM
1303	113"	ELM
1304	8"	ELM
1305	14"	ELM
1306	10"	ELM
1307	11"	ELM
1308	19"	ELM
1309	10"	GUM BUMELIA
1310	15"	ELM
1311	16"	ELM
1312	20"	ELM
1313	13"	ELM
1314	13"	ELM
1315	14"	ELM
1316	12"	ELM
1317	13"	ELM
1318	19"	ELM IN DELGLINE
1319	13"	ELM
1320	11"	ELM
1321	7"	ELM
1322	6"	ELM
1323	6"	ELM
1324	6"	ELM
1325	6"	ELM
1326	6"	ELM
1327	6"	ELM
1328	6"	ELM
1329	6"	ELM
1330	6"	ELM
1331	6"	ELM
1332	6"	ELM
1333	6"	ELM
1334	7"	ELM
1335	6"	ELM
1336	6"	ELM
1337	6"	ELM
1338	6"	ELM
1339	6"	ELM
1340	6"	ELM
1341	6"	ELM
1342	6"	ELM
1343	9"	ELM
1344	8"	ELM
1345	6"	ELM
1346	6"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1347	6"	ELM
1348	6"	ELM
1349	6"	ELM
1350	6"	ELM
1351	6"	ELM
1352	10"	HACKBERRY
1353	6"	ELM
1354	7"	ELM
1355	7"	ELM
1356	7"	ELM
1357	7"	ELM
1358	6"	ELM
1359	8"	ELM
1360	8"	ELM
1361	8"	ELM
1362	7"	ELM
1363	8"	ELM
1364	7"	ELM
1365	6"	ELM
1366	6"	ELM
1367	7"	ELM
1368	8"	ELM
1369	7"	ELM
1370	7"	ELM
1371	7"	ELM
1372	7"	ELM
1373	9"	ELM
1374	7"	ELM
1375	8"	ELM
1376	9"	ELM
1377	7"	ELM
1378	12"	ELM
1379	9"	ELM
1380	8"	ELM
1381	15"	ELM
1382	10"	ELM
1383	15"	ELM
1384	11"	ELM
1385	13"	ELM
1386	7"	ELM
1387	10"	ELM
1388	14"	ELM
1389	9"	ELM
1390	12"	ELM
1391	13"	ELM
1392	11"	ELM
1393	10"	ELM
1394	16"	ELM
1395	7"	ELM
1396	14"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1397	9"	ELM
1398	18"	ELM
1399	15"	ELM
1400	9"	ELM
1401	16"	ELM
1402	9"	ELM
1403	20"	ELM
1404	18"	ELM
1405	14"	ELM
1406	15"	ELM
1407	7"	ELM
1408	18"	ELM
1409	15"	ELM
1410	13"	ELM
1411	18"	ELM
1412	17"	ELM
1413	16"	ELM
1414	8"	ELM
1415	8"	HACKBERRY
1416	8"	HACKBERRY
1417	6"	ELM
1418	7"	ELM
1419	7"	HACKBERRY
1420	12"	HACKBERRY
1421	11"	HACKBERRY
1422	20"	HACKBERRY
1423	9"	HACKBERRY
1424	9"	HACKBERRY
1425	6"	ELM
1426	8"	ELM
1427	8"	HACKBERRY
1428	12"	HACKBERRY
1429	8"	HACKBERRY
1430	10"	HACKBERRY
1431	9"	HACKBERRY
1432	9"	HACKBERRY
1433	12"	HACKBERRY
1434	12"	HACKBERRY
1435	16"	HACKBERRY
1436	7"	ELM
1437	7"	ELM
1438	6"	ELM
1439	6"	ELM
1440	7"	ELM
1441	6"	ELM
1442	7"	ELM
1443	9"	ELM
1444	7"	ELM
1445	15"	HACKBERRY
1446	9"	HACKBERRY

TREE TABLE		
TAG	SIZE	TYPE
1447	16"	HACKBERRY
1448	13"	HACKBERRY
1449	11"	HACKBERRY
1450	7"	HACKBERRY
1451	10"	HACKBERRY
1452	14"	HACKBERRY
1453	9"	HACKBERRY
1454	16"	HACKBERRY
1455	10"	HACKBERRY
1456	16"	HACKBERRY
1457	12"	HACKBERRY
1458	12"	HACKBERRY
1459	8"	HACKBERRY
1460	9"	HACKBERRY
1461	10"	HACKBERRY
1462	16"	HACKBERRY
1463	13"	HACKBERRY
1464	12"	HACKBERRY
1465	14"	HACKBERRY
1466	12"	HACKBERRY
1467	14"	HACKBERRY
1468	18"	HACKBERRY
1469	13"	ELM
1470	13"	ELM
1471	9"	ELM
1472	19"	HACKBERRY
1473	7"	ELM
1474	10"	ELM
1475	11"	ELM
1476	11"	ELM
1477	8"	ELM
1478	11"	ELM
1479	11"	ELM
1480	12"	ELM
1481	15"	ELM
1482	11"	ELM
1483	14"	HACKBERRY
1484	14"	HACKBERRY
1485	10"	HACKBERRY
1486	7"	ELM
1487	16"	ELM
1488	12"	WILLOW
1489	7"	ELM
1490	8"	ELM
1491	8"	HACKBERRY
1492	9"	HACKBERRY
1493	7"	HACKBERRY
1494	15"	HACKBERRY
1495	12"	HACKBERRY
1496	21"	HACKBERRY

TREE TABLE		
TAG	SIZE	TYPE
1497	11"	HACKBERRY
1498	11"	HACKBERRY
1499	14"	HACKBERRY
1500	10"	HACKBERRY
1501	11"	HACKBERRY
1502	9"	HACKBERRY
1503	9"	HACKBERRY
1504	14"	HACKBERRY
1505	13"	ELM
1506	8"	HACKBERRY
1507	9"	HACKBERRY
1508	9"	HACKBERRY
1509	12"	HACKBERRY
1510	9"	HACKBERRY
1511	13"	HACKBERRY
1512	15"	HACKBERRY
1513	8"	HACKBERRY
1514	10"	HACKBERRY
1515	9"	HACKBERRY
1516	8"	ELM
1517	7"	ELM
1518	8"	HACKBERRY
1519	10"	ELM
1520	10"	HACKBERRY
1521	11"	HACKBERRY
1522	6"	ELM
1523	14"	HACKBERRY
1524	6"	ELM
1525	14"	HACKBERRY
1526	15"	HACKBERRY
1527	9"	HACKBERRY
1528	14"	HACKBERRY
1529	12"	ELM
1530	14"	ELM
1531	14"	ELM
1532	15"	ELM
1533	10"	ELM
1534	8"	ELM
1535	9"	ELM
1536	12"	ELM
1537	7"	ELM
1538	14"	ELM
1539	15"	ELM
1540	13"	ELM
1541	9"	ELM
1542	11"	ELM
1543	8"	ELM
1544	9"	ELM
1545	14"	ELM
1546	14"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1547	16"	ELM
1548	18"	ELM
1549	16"	ELM
1550	11"	ELM
1551	11"	ELM
1552	113"	ELM
1553	8"	ELM
1554	15"	ELM
1555	111"	ELM
1556	14"	ELM
1557	13"	ELM
1558	10"	ELM
1559	13"	ELM
1560	8"	ELM
1561	7"	ELM
1562	7"	ELM
1563	10"	ELM
1564	111"	ELM
1565	8"	OAK
1566	15"	ELM
1567	14"	ELM
1568	10"	ELM
1569	7"	ELM
1570	12"	ELM
1571	13"	ELM
1572	10"	ELM
1573	7"	OAK
1574	11"	ELM
1575	13"	ELM
1576	10"	ELM
1577	13"	ELM
1578	10"	ELM
1579	12"	ELM
1580	10"	ELM
1581	9"	ELM
1582	111"	ELM
1583	14"	ELM
1584	6"	ELM
1585	11"	ELM
1586	11"	ELM
1587	9"	ELM
1588	7"	ELM
1589	8"	ELM
1590	15"	ELM
1591	12"	ELM
1592	12"	ELM
1593	13"	ELM
1594	11"	ELM
1595	12"	ELM
1596	14"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1597	14"	ELM
1598	12"	ELM
1599	15"	ELM
1600	12"	ELM
1601	15"	ELM
1602	11"	ELM
1603	16"	ELM
1604	15"	ELM
1605	10"	ELM
1606	18"	ELM
1607	16"	ELM
1608	11"	ELM
1609	11"	ELM
1610	7"	OAK
1611	15"	ELM
1612	9"	ELM
1613	11"	ELM
1614	16"	ELM
1615	10"	ELM
1616	8"	ELM
1617	20"	ELM
1618	8"	ELM
1619	20"	ELM
1620	14"	ELM
1621	25"	ELM
1622	14"	ELM
1623	14"	ELM
1624	12"	ELM
1625	17"	ELM
1626	21"	ELM
1627	23"	ELM
1628	20"	ELM
1629	15"	ELM
1630	13"	HACKBERRY
1631	7"	HACKBERRY
1632	8"	HACKBERRY
1633	12"	HACKBERRY
1634	10"	HACKBERRY
1635	8"	HACKBERRY
1636	10"	HACKBERRY
1637	11"	HACKBERRY
1638	11"	HACKBERRY
1639	11"	ELM
1640	9"	ELM
1641	8"	HACKBERRY
1642	13"	HACKBERRY
1643	9"	HACKBERRY
1644	11"	HACKBERRY
1645	11"	HACKBERRY
1646	13"	HACKBERRY

TREE TABLE		
TAG	SIZE	TYPE
1647	8"	HACKBERRY
1648	6"	HACKBERRY
1649	12"	HACKBERRY
1650	9"	HACKBERRY
1651	12"	HACKBERRY
1652	9"	HACKBERRY
1653	9"	HACKBERRY
1654	7"	ELM
1655	8"	ELM
1656	9"	HACKBERRY
1657	10"	HACKBERRY
1658	10"	HACKBERRY
1659	21"	ELM
1660	9"	HACKBERRY
1661	13"	HACKBERRY
1662	12"	HACKBERRY
1663	8"	HACKBERRY
1664	7"	HACKBERRY
1665	8"	HACKBERRY
1666	11"	HACKBERRY
1667	7"	HACKBERRY
1668	8"	HACKBERRY
1669	12"	HACKBERRY
1670	10"	HACKBERRY
1671	16"	ELM
1672	27"	ELM
1673	19"	ELM
1674	8"	ELM
1675	7"	ELM
1676	7"	ELM
1677	7"	ELM
1678	11"	HACKBERRY
1679	6"	ELM
1680	8"	ELM
1681	8"	ELM
1682	7"	ELM
1683	9"	ELM
1684	10"	ELM
1685	8"	ELM
1686	11"	ELM
1687	10"	ELM
1688	12"	ELM
1689	8"	ELM
1690	9"	ELM
1691	7"	ELM
1692	7"	ELM
1693	8"	ELM
1694	11"	ELM
1695	7"	ELM
1696	9"	ELM

TREE TABLE		
TAG	SIZE	TYPE
1697	6"	ELM
1698	12"	ELM
1699	7"	ELM
1700	7"	ELM

GENERAL NOTES

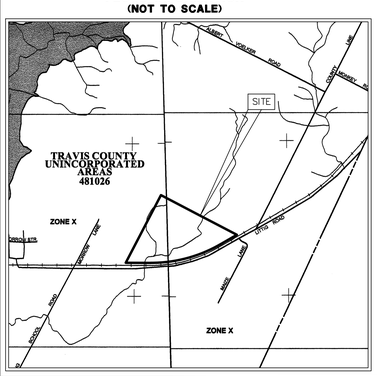
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE SEARCH REPORT ORDER NO. HA32557 OF HOLLERBACH AND ASSOCIATES, INC.; ORDER DATE OF 03/27/2025, CERTIFICATION DATE OF 03/06/2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT REPORT.
2. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL (4203). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999933160.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR TRAVIS COUNTY, TEXAS, MAP NO. 48453C0505H AND 48453C0510H REVISED/DATED SEPTEMBER 26, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY. NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. NO UTILITY PLANS WERE PROVIDED AT THE TIME OF SURVEY.

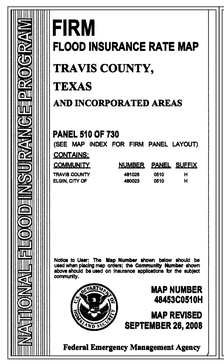
SCHEDULE 'B' NOTES

NO EXCEPTION DOCUMENTS AFFECTING SUBJECT PROPERTY FOUND FILED OF RECORD

FLOOD INFORMATION

(NOT TO SCALE)





NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 510 OF 730

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

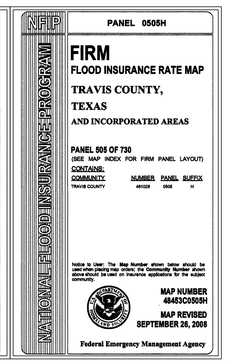
COMMUNITY	NUMBER	PANEL	SUFFIX
TRAVIS COUNTY	481026	0510	H
ELGIN, CITY OF	480023	0510	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 48453C0510H

MAP REVISED SEPTEMBER 26, 2008

Federal Emergency Management Agency



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0505H

FIRM

FLOOD INSURANCE RATE MAP

TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 505 OF 730

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
TRAVIS COUNTY	481026	0505	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 48453C0505H

MAP REVISED SEPTEMBER 26, 2008

Federal Emergency Management Agency

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO – BOLLARD
HC – HANDICAP
GM – GAS METER
GV – GAS VALVE
FH – FIRE HYDRANT
WM – WATER METER
WV – WATER VALVE
ICV – IRRIGATION CONTROL VALVE
GI – GRATE INLET
GI – GRATE INLET
MH – MANHOLE
CO – CLEANOUT
TP – TELEPHONE PEDESTAL
EB – ELECTRIC BOX
EM – ELECTRIC METER
TSB – TRAFFIC SIGNAL BOX
LP – LIGHT POLE
TLP – TRAFFIC LIGHT POLE
GL – GROUND/SPOT LIGHT
PP – POWER POLE
PP/T – POWER POLE W/TRANSFORMER
PP/LT – POWER POLE W/LIGHT
PP/CT – POWER POLE W/CONDUIT
MP – METER POLE
SP – SERVICE POLE
GAC – GUY ANCHOR
OHP – OVERHEAD POWER LINE
BWF – BARBED WIRE FENCE
WIF – WROUGHT IRON FENCE
WF – WOOD FENCE
CLF – CHAINLINK FENCE
GR – GUARD RAIL
GP – GATE POST
(P) – PER PLANS
APPROX. – APPROXIMATE
HB – HIGHBANK
SI – SIGN
PLM – PIPELINE MARKER
UGCS – UNDERGROUND CABLE SIGN
CTL – CATHODIC TEST LEAD
MW – MONITORING WELL
PK – PIN FLAG/PAINT MARK
TC – TOP OF CURB
G – GUTTER
TG – TOP OF GRATE
FL – FLOW LINE
HB – HIGHBANK
SAN – SANITARY SEWER
STM – STORM SEWER
CMP – CORRUGATED METAL PIPE
CPP – CORRUGATED PLASTIC PIPE
RCP – REINFORCED CONCRETE PIPE
TEL – TELEPHONE
ELC – ELECTRIC
WTR – WATER
UG – UNDERGROUND
FND. – FOUND
O.P.R.T.C.T. – OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T. – DEED RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T. – PLAT RECORDS TRAVIS COUNTY, TEXAS
D.P.R.T.C.T. – DEED AND PLAT RECORDS TRAVIS COUNTY, TEXAS
IP – IRON PIPE
IR – IRON ROD
NO. – NUMBER
PG. – PAGE
R.O.W. – RIGHT-OF-WAY
SQ. FT. – SQUARE FEET
VOL. – VOLUME
F.C. – FILM CODE
B.L. – BUILDING LINE
U.E. – UTILITY EASEMENT
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
N.T.S. – NOT TO SCALE
– TREE/SHRUB

REVISIONS

DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

STANDARD LAND TITLE SURVEY OF
38.570 ACRES/ 1,680,111 SQUARE FEET
SITUATED IN THE
ALEXANDER AMOS SURVEY
ABSTRACT NO. 1
TRAVIS COUNTY, TEXAS

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FIELDED BY:	TB/SO	CHECKED BY: CJ	JOB NO. 60410
DRAWN BY:	CL	DATE: APRIL 2025	SHEET NO. 7 OF 7

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Appointment of Council Member Love as the Deputy Mayor Pro Tem

DEPARTMENT: Executive

PROPOSED ACTION: Affirm the decision of the Mayor to appoint Council Member Love as the Deputy Mayor Pro Tem

BACKGROUND:
Previously, the City of Elgin had a Deputy Mayor Pro Tem in 2007. Mayor McShan would like to reinstate the ceremonial position of Deputy Mayor Pro Tem to allow for mentorship and growth on the Council to implement a succession plan for the Mayor Pro Tem position. The position will allow the growth of a current Council Member in a ceremonial role.

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.
{X} Council Members will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Update on the Charter Review Committee (Lundgren/Standifer)

DEPARTMENT: Executive

PROPOSED ACTION: Discussion and possible direction to staff and committee Chair

BACKGROUND:
The Charter Review Committee was charged by the City Council to act as an advisory board, and review the entire City Charter to provide the Council with their recommendations for Charter amendments. The committee met on March 24, 2025, April 11, 2025, May 16, 2025, and June 4, 2025. Two meetings were canceled for lack of a quorum, on May 22, 2025, and June 19, 2025. The Committee Chair is Brian Lundgren, and the Co-Chair is Jessica Jaimes. Mr. Lundgren will be presenting what the committee is recommending to the City Council as of present. The City Council will vote on which amendments to place on the November ballot at a later meeting.

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

RECOMMENDATION:
Possible direction to staff and committee

ATTACHMENTS:
None

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

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