



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 18, 2026
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. ANNOUNCEMENTS

1. Manage Your Blood Pressure Saturday, August 22nd 11:00AM at Elgin Public Library

2. **Mirror Painting for Teens Ages 15–19 Saturday, August 22nd 5:00PM-7:00PM at Elgin Recreation Center**
3. **Prime Timer Field Trip Craft & Tour Ages 55+ Monday, August 24th 2:00PM-4:00PM at Down Home Ranch**
4. **Prime Timer Social: What's Your Story? with David T. Ages 55+ Monday, August 31st 2:00PM-4:00PM at Elgin Recreation Center**
5. **Elgin Public Library and The Owl Present: Thriller Book Club 4th Saturday of the Month 2:00PM at The Owl, 106 N. Main St.**

VII. STAFF REPORT

1. **Introduction of New Employees (Pamela Sanders, Human Resources Director)**

VIII. CITY MANAGER'S REPORT

1. **Economic Development Corporation Project Announcement**

IX. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - April 21, 2026**
2. **City Council Regular Meeting Minutes - June 16, 2026**
3. **City Council Regular Meeting Minutes - July 21, 2026**
4. **City Council Work Session Agenda Minutes - July 28, 2026**
5. **City Council Regular Meeting Minutes - August 4, 2026**

X. NEW BUSINESS

1. **Discussion and Possible Action Regarding the Veterans Appreciation Day Parade and Dia De Los Muertos Parade and Festival in combination; Consider Request for Fee Waivers for Street Closures Along Parade Route on Main Street from 11th Street to Brenham Street, and on Depot Street from Avenue B to Main Street, Veterans Memorial Park 100 and 200 Block Park Rental Waiver, Open Container Waiver, and PD/PW Support as Needed. (Kristina Alvarez, Main Street Manager)**
2. **Consider Request for Permit to Allow Consumption of Alcohol on City Property (Sec. 8-22.) for the Hernandez Family Reunion Saturday, November 7th at Elgin Memorial Park, Main Pavilion from 10AM to 10PM**
3. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Beau Perry, Development Services Director)**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSTRUCTION SERVICES AT THE WATER TREATMENT PLANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Michael Gonzalez, Director of Public Works)**
5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE HAZARD MITIGATION ASSISTANCE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Michael Gonzalez, Public Works Director)**
6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, SUPPORTING MUNICIPAL LEGISLATIVE PRINCIPLES FOR THE 2027 TEXAS LEGISLATIVE SESSION.**

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. 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 Wednesday, August 12, 2026, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Peyton Standifer". The signature is stylized with a large, looped initial "P" and a cursive "Standifer".

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Introduction of New Employees (Pamela Sanders, Human Resources Director)

DEPARTMENT: Human Resources

PROPOSED ACTION: This item is for presentation only. No action is needed.

BACKGROUND:

The City continues to invest in its workforce to ensure the effective delivery of services and support of organizational goals. Through approved recruitment efforts conducted in accordance with City personnel policies, new hires are selected based on qualifications, professional experience, and commitment to public service. HR is pleased to introduce our new employees who have recently joined the City team. We are excited to welcome them and look forward to the contributions they will make in support of the city's priorities and the community we serve.

Name	Department	Position
Paul Gonzales	Public Works	Streets Maint. Tech.
Jimmy Navarro	Rec Center	PT Rec Assistant
Layla Zaky	Rec Center	PT Rec Assistant (Transfer)
Anjel Aguilar	Rec Center	PT Rec Assistant (Transfer)
Faith Poirier	Library	PT Circulation Clerk

City Council will have the opportunity to formally welcome these employees during the meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

This item is for presentation only. No action is needed.

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: Economic Development Corporation Project Announcement

DEPARTMENT: EDC

PROPOSED ACTION: No Council action is requested at this time.

BACKGROUND:

The Elgin Economic Development Corporation is pleased to announce the acquisition of properties located at 412 and 416 Depot Street in Downtown Elgin. This strategic investment creates new opportunities to support economic growth, encourage investment, and strengthen the continued vitality of Downtown Elgin.

The acquisition reflects the Elgin EDC's commitment to fostering a vibrant downtown and creating long-term positive economic and community impact for Elgin.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

None

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - April 21, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the meeting minutes for the April 21st meeting.

BACKGROUND:

The City Council held a regularly scheduled meeting on April 21, 2026.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the meeting minutes.

ATTACHMENTS:

1. City Council Regular Meeting _Minutes - April 21, 2026

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

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

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

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



ELGIN CITY COUNCIL MINUTES
April 21, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. All members were present.

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, Deputy Mayor Pro Tem Ward 2
Al Rodriguez, Council Member Ward 3
Tiffany St. Pierre, Council Member Ward 3
Liston Crim, Council Member Ward 4
Sue Brashar, Mayor Pro Tem Ward 4

Staff:

Robert Eads, City Manager
Mark Schoreder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Esmeralda Rangel, Assistant City Secretary
Uriel Campos, Administrative Assistant
Riggin Anderson, Parks and Recreation Manager
Michael De La Rosa, Police Lieutenant
Mary Majefski, Police Detective

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Veronica Seever, E. 8th Street, addressed the Council regarding a fee waiver for an event on Down Home Ranch. Ms. Seever currently sits on the Down Home Ranch Board, and the consent agenda item on the agenda was to shut down 1st Street for two hours for a fashion show. She noted that the stage would not be an actual physical stage, but more like a chalk outline to help guide the participants. Ms. Seever also invited the Council to attend the fashion show.

ANNOUNCEMENTS

1. **Passed by City Council on February 17th: Relay For Life on Saturday, April 25th at Veterans Memorial Park 6pm-10pm.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.
2. **Celebrating Dia Del Niños y Del Libros Saturday, April 25th at Elgin Public Library 10AM-1PM.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.
3. **Space Night Saturday, May 2nd at Elgin Recreation Center 7pm-10pm.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.
4. **Music in the Park Fridays in April and May at Veterans Memorial Park 7pm-9pm.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.
5. **Steve Schroeder's Guide to Financial Planning — Life Insurance 101 Saturday, May 2nd at Elgin Public Library 11am-12pm.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.
6. **Friends of Elgin Library Presents Meet the Authors Event on Saturday, May 2nd, at Elgin Public Library 2pm-4pm.**
Kristina Alvarez, Main Street Manager, provided this announcement to the Council.

PRESENTATION

1. **Autism Awareness Month Proclamation 2026**
Mayor McShan read the proclamation and had Nick Lealos, Autism Society Texas Vice President, to accept the proclamation.

STAFF REPORT

1. **Update to Council about The Texas Department of Transportation's Green Ribbon Project here in town. (MICHAEL GONZALEZ, PUBLIC WORKS DIRECTOR)**
Mayor McShan read the title of the item and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez stated that this was the Texas Department of Transportation's (TxDOT) Green Ribbon Project. The landscaping division of TxDOT receives a certain amount of funds to go around the state and beautify TxDOT right-of-ways. He informed the Council that there was no action items associated with this, but served as a notification to the Council. TxDOT had identified three areas in Elgin where native plants could be added. These areas were: the triangle-shaped area located at Taylor Road and Main Street, the intersection of Harris and Main Street where it connects with FM 1704, and the intersection of Harris Street and Highway 290. TxDOT anticipates installing these plants during August or September 2026. There is no commitment required of the City for the first year, but the Interlocal agreement would require the City to assume maintenance after the first year. There were no questions from the Council.

2. Update on Kennedy Street/ County Line Road Project community engagement event, with possible action. (BEAU PERRY P.E., CITY ENGINEER)

Mayor McShan read the title of the item and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez stated that a public engagement meeting had taken place on the previous Tuesday to give the community a general overview of both the Kennedy Street Project and the County Line Road Project. Staff was able to deliver information to the citizens in a more individualized setting. Mr. Gonzalez stated that there is a landing page on the City website that provides frequently asked questions and answers in addition to maps that can be helpful to the public.

CITY MANAGER'S REPORT

1. Quarterly Finance and Investment Reports

Robert Eads, City Manager, stated the Quarterly Finance and Investment Reports are available for the Council's review, and invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders stated these are the reports for January 2026 to March 2026. Ms. Sanders went into detail explaining how to read the reports presented. Ms. Sanders reviewed the Budget Variance Report, General Fund Summary, Budget Summary Report, Sales Tax Report, CIP Quarterly Report, Cash Fund Balance Report, and Transparency Stars Program. Ms. Sanders answered questions from the Council.

2. Update to City Council on the General Obligation Refunding Bonds, Series 2026

Robert Eads, City Manager, provided an update on the General Obligation Bonds refunding for 2026. The City Council had authorized the bond counsel to review refunding the City's bonds. Bond counsel is recommending the City wait to refund depending on the market. Mr. Eads answered questions from the Council.

CONSENT AGENDA

1. Elgin Juneteenth Organization 27th Year Celebration Special Event Application Waiver, Park Rental Waivers, Street Closures on Friday, June 12th Depot Street between N Main St and N Ave C for Friday Night Street Dance and Saturday, June 13th along Parade Route and, Public Works and Police Department Support, Sound Ordinance Waiver. \$8,700.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

This item was approved on the consent agenda.

2. Elgin Chamber of Commerce 57th Western Days Festival Special event application waiver, Street Closures Waiver Saturday, June 27th along Parade Route, Park Rental Waiver, Open Container Waiver, Public Works Support, and Police Department Support. \$13,475.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

This item was approved on the consent agenda.

3. SHE is Down For Style Fashion Show Special Event Application Waiver, Street Closure Waiver on W 1st St between N Ave C and N Main St for Thursday, May 14th from 5:30pm-7:30pm. \$175.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

This item was approved on the consent agenda.

Mayor Pro Tem Brashar motioned to approved the consent agenda. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND DOWNSTREAM INTERESTS, LLC, AND AUTHORIZING THE EDC DIRECTOR TO EXECUTE THE AGREEMENT (KALEY FRYE - ECONOMIC DEVELOPMENT CORPORATION DIRECTOR)**

Mayor McShan read the title of the item and invited Kaley Frye, Economic Development Director, to address the Council. Ms. Frye stated this property is in Elgin Business Park No. 3, and the agreement is for the first industrial speculative development in Bastrop County. This will assist in recruiting overseas businesses, and assist in growing local businesses. This will be the largest industrial building in Elgin. Ms. Frye reviewed the agreement, restrictions in the agreement, and the master lease agreement. Ms. Frye answered questions from the Council.

Council Member St. Pierre motioned to approve the resolution. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR INSPECTION SERVICES AND CONSTRUCTION SUPPORT SERVICES AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**

Mayor McShan read the title of the item and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez stated this is a proposal for inspection services and construction support services to temporarily relieve the pressure placed on City staff with the projects currently taking place.

Council Member Casnovsky motioned to approve the resolution. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

3. **A RESOLUTION ADOPTING AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**

Mayor McShan read the title of the item and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez stated that this item is to reduce the speed limit on Taylor Road. The ordinance must be adopted before the speed limit can be enforced by the Elgin Police Department. The new speed limit is recommended by TxDOT.

Mayor Pro Tem Brashar motioned to approve the resolution. Council Member Crim seconded the motion. All voted in favor. The motion carried.

4. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN APPLICATION TO THE TEXAS DEPARTMENT OF MOTOR VEHICLES CRIME PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT (CHRIS NOBLE - CHIEF OF POLICE)**

Mayor McShan read the title of the item and invited Chris Noble, Police Chief, and Mary Majefski, Police Corporal, to address the Council. Chief Noble stated the police department

is requesting permission to apply for grant funding from the Texas Department of Motor Vehicles Crime Prevention Authority. Previously, the Elgin Police Department had received three grants from the Crime Prevention Authority, and including this grant, the total awarded would be over half a million dollars. This funding would continue the Flock Safety Cameras, one Detective position, software, and training mandated by the State of Texas. Chief Noble answered questions from the Council.

Deputy Mayor Pro Tem Love motioned to approve the resolution. Council Member St. Pierre seconded the motion. All voted in favor. The motion carried.

5. Discussion and possible action regarding the donation of land of the Mary Christian Burleson Homestead by the Mary Christian Burleson Foundation (REQUESTED AND PRESENTED BY JAKE CARTER - MCB FOUNDATION BOARD PRESIDENT)

Mayor McShan read the title of the item and invited Jake Carter from the Mary Christian Burleson Foundation, to address the Council. Mr. Carter presented photographs showing the before and after conditions of the property, highlighting improvements such as the new exterior, roof, porch, pillars, and beams, excluding the doors, windows, and interior. He expressed the Foundation's desire to donate the one acre of land and the house to the city for the development of a future park, stating that the organization lacks a feasible path forward and cannot generate revenue. Mr. Carter emphasized that donating the property as dedicated parkland would help preserve the house and meet various conditions of the Parks Master Plan. Mr. Eads noted the potential challenges with accepting the property and advised the Council to consider these difficulties. Mr. Gonzalez also provided a cost estimate of around \$200,000 to make the property habitable and accommodate off-site parking and mentioned construction issues, and staffing concerns. Discussion followed.

There was no action taken.

EXECUTIVE SESSION

Mayor McShan read the title of the items, and adjourned the meeting into Executive Session at 7:50 PM.

- 1. The City Council will convene in Executive Session pursuant to Section 551.074 (Personnel Matters) for consultation and deliberation regarding the evaluation, duties, and performance of the City Manager.**
- 2. The City Council will convene in Executive Session pursuant to Section 551.074 (Personnel Matters) for discussion regarding the recruitment, appointment, and employment of the Finance Director position.**
- 3. The City Council will convene in Executive Session pursuant to Section 551.071 (Consultation with Attorney) for consultation with attorney regarding legal issues and potential agreements involving Emergency Services District No. 3.**

RECONVENE

Mayor McShan reconvened the meeting into open session at 8:48 PM. No action was taken.

ADJOURNMENT

Esmeralda Rangel, Assistant City Secretary, provided a brief update on early voting for the May General Election, and the return of the City Secretary from medical leave. Mayor McShan adjourned the meeting at 8:54 PM.

ATTEST:

Esmeralda Rangel, Assistant City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - June 16, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council held a regularly scheduled meeting on June 6, 2026.

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 16, 2026

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

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

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

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



ELGIN CITY COUNCIL MINUTES
June 16, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. Mayor McShan stated that Council Member Piña was absent for a family member's funeral, and Council Member Gibson was absent for the birth of his child. Mayor Pro Tem Love motioned to excuse Council Members Piña and Gibson. Deputy Mayor Pro Tem St. Pierre seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Jessica Jaimes, Council Member Ward 1
Roland Silva, Council Member Ward 2
YaLecia Love, Mayor Pro Tem Ward 2
Agatha Mayfield, Council Member Ward 3
Tiffany St. Pierre, Deputy Mayor Pro Tem Ward 3
Liston Crim, Council Member Ward 4

Absent:

Arthur Gibson III, Council Member Ward 1
Brenda Piña, Council Member Ward 4

Staff:

Beau Perry, Development Services Director /City Engineer
Peyton Standifer, City Secretary
Mark Schoreder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Dodie Navejas, Utility Billing Customer Services Manager
Todd Johnson, Police Commander
Esmeralda Rangel, Assistant City Secretary
Uriel Campos, Administrative Assistant
Riggin Anderson, Parks and Recreation Manager

Olegario "Junior" Puente, Code Enforcement Officer
Carlos "Charlie" Navejas, Permit Technician
Hunter Cooper, Utility Maintenance Technician
Jose Ortiz, Utility Maintenance Technician
Heidi Rodriguez, Network Systems Administrator
Michael Hinds, Building Official
Carina Guzman, Assistant to the Chief of Police
Michael De La Rosa, Police Lieutenant
Kelly McEwen, Library Tech Services Clerk

INVOCATION

Council Member Crim provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

No one in attendance wished to speak.

ANNOUNCEMENTS

1. Recognition of Accreditation Through Main Street America

Kristina Alvarez, Main Street Manager, provided this announcement to the Council.

PRESENTATION

1. Introduction of New Employees (Sanders)

Mayor McShan invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders introduced the following new employees joining the City of Elgin:

- Clayton Andrews, Groundskeeper
- Kevin Garcia, Groundskeeper
- Kevin Montemayor, Streets Maintenance Technician
- John Breedlove, Facilities Maintenance Technician
- Hunter Cooper, Utility Maintenance Technician
- Jose Ortiz, Utility Maintenance Technician
- Heidi Rodriguez, Network Systems Administrator
- Michael Hinds, Building Official
- Carina Guzman, Assistant to the Chief of Police

2. Employee Service Milestone Recognition (Sanders)

Mayor McShan invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders introduced the following employees celebrating 5 years of service milestones:

- Olegario "Junior" Puente, Code Enforcement Officer
- Carlos "Charlie" Navejas, Permit Technician
- Kaley Frye, Economic Development Corporation Director

CITY MANAGER'S REPORT

1. Library Advisory Board Quarterly Report

Beau Perry, Development Services Director /City Engineer, stated the Library Advisory Board Quarterly Report is available for their review. There were no questions from the Council.

2. Parks and Recreation Advisory Board Quarterly Report

Beau Perry, Development Services Director /City Engineer, stated the Parks and Recreation Advisory Board Quarterly Report is available for their review. There were no questions from the Council.

3. Discussion and Possible Action Regarding New Council Member Onboarding

Beau Perry, Development Services Director /City Engineer, introduced this item. Mr. Perry stated that he discussed with City staff about the expectations for Council Members that are coming onto the Council, and there is not currently a documented process or expectation for new Council Members. Discussion followed. Mayor McShan instructed Deputy Mayor Pro Tem St. Pierre to form a sub-committee to discuss a process. Council Member Silva volunteered to serve on the sub-committee.

Council Member Silva and Deputy Mayor Pro Tem St. Pierre will return to the Council at a later date with their recommendations.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - April 7, 2026

This item was approved on the consent agenda.

2. City Council Special Meeting Minutes - May 12, 2026

This item was approved on the consent agenda.

3. City Council Regular Meeting Minutes - June 2, 2026

This item was approved on the consent agenda.

4. Appointment of Laura Rubio to the Main Street Board

This item was approved on the consent agenda.

Deputy Mayor Pro Tem St. Pierre motioned to approve the consent agenda. Council Member Crim seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. Discussion and Possible Action Regarding a Request by Aviator's Pizza and Brew Company to Grant a Variance from City Code Section 32-267 to Allow for Operations of an Animated Moving Sign on the Property Located at 136 Roy Rivers Road.

Mayor McShan read the title of the item. Beau Perry, Development Services Director /City Engineer, explained to the Council that Aviators Pizza is asking for a variance to the current sign ordinance to allow for an animated or moving sign. Kaley Frye, Economic Development Corporation Director, briefed the Council on the project, and invited the owner to address the Council. The Economic Development Corporation is in support of this variance. Discussion followed.

Council Member Crim motioned to approve the requested variance. Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CREATION OF THE POSITION OF PUBLIC INFORMATION OFFICER (PIO) AS A NEW FULL-TIME EQUIVALENT (FTE) WITHIN THE CITY'S ORGANIZATIONAL STRUCTURE AND PROVIDING FOR RELATED MATTERS; AND ESTABLISHING AN EFFECTIVE DATE. (SANDERS)

Mayor McShan read the title of the item and invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders explained that this was as previously discussed. This item will separate the Public Information Officer role from the Community Services Director role. The Public Information Officer will be housed under the City Manager's Office organizationally. Discussion followed.

Council Member Crim motioned to approve the resolution as it was presented and authorize the creation of the position for a Public Information Officer. Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THERWITH. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

Mayor McShan read the title of the item, and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez explained to the Council that this would be an application to the Texas Water Development Board for up to \$12 million for shovel-ready projects. Discussion followed.

Deputy Mayor Pro Tem St. Pierre motioned to approve the resolution as it was presented. Council Member Silva seconded the motion. All voted in favor. The motion carried.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR UTILITY LINE RELOCATING AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

Mayor McShan read the title of the item, and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez explained that this was for the Aqua water line that must be moved for the County Line Road expansion, and this was factored into the cost. Discussion followed.

Mayor Pro Tem Love motioned to approve the resolution as it was presented. Council Member Silva seconded the motion. All voted in favor. The motion carried.

5. Bastrop County Advisory Board of Health Appointment

Mayor McShan invited Mayor Pro Tem Love to explain this appointment to the Council. There were two applicants for this position: Valerie Neidig and Dr. Sharita Ambrose. Mayor Pro Tem Love invited discussion from the Council, and stated that her preference would be Dr. Ambrose. Discussion followed.

Mayor Pro Tem Love motioned to approve Dr. Sharita Ambrose as the Elgin representative for the Bastrop County Advisory Board of Health. Deputy Mayor Pro Tem St. Pierre seconded the motion. All voted in favor. The motion carried.

6. City Appointment of One Council Member to the Capital Area Council of Governments (CAPCOG) General Assembly as a City of Elgin Representative

Mayor McShan read the title of the item, and explained that there are two representative positions. Mayor McShan currently occupies one position, and the second position was left vacant by the recent election. Mayor McShan recommended Council Member Silva to fill the vacant position.

Council Member Crim motioned to appoint Council Member Silva as the CAPCOG representative to fill the current vacancy. Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

Mayor McShan read the title of the item, and adjourned the meeting into Executive Session at 7:12 PM.

- 1. Consultation with City Attorney regarding pending litigation and matters subject to attorney-client privilege pursuant to Texas Government Code Section 551.071, style: *State of Texas v. City of Elgin, et al.* (2621-21)**

RECONVENE

Mayor McShan reconvened the meeting into open session at 7:28 PM. No action was taken.

ADJOURNMENT

Mayor McShan and the Council thanked Michael Gonzalez for his assistance with the Juneteenth parade. Mayor McShan adjourned the meeting at 7:29 PM.

ATTEST:

Peyton Standifer, City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - July 21, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the meeting minutes for the July 21st meeting.

BACKGROUND:

The City Council held a regularly scheduled meeting on July 21, 2026.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the meeting minutes.

ATTACHMENTS:

1. City Council Regular Meeting _Minutes - July 21, 2026

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

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

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

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



ELGIN CITY COUNCIL MINUTES
July 21, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. Mayor McShan stated that Council Member Jaimes was absent due to work. Mayor Pro Tem Love motioned to excuse Council Member Jaimes. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member Ward 1
Roland Silva, Council Member Ward 2
YaLecia Love, Mayor Pro Tem Ward 2
Agatha Mayfield, Council Member Ward 3
Tiffany St. Pierre, Deputy Mayor Pro Tem Ward 3
Liston Crim, Council Member Ward 4
Brenda Piña, Council Member Ward 4

Absent:

Jessica Jaimes, Council Member Ward 1

Staff:

Robert Eads, City Manager
Peyton Standifer, City Secretary
Mark Schoreder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzalez, Public Works Director
Beau Perry, Development Services Director /City Engineer
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Esmeralda Rangel, Assistant City Secretary
Uriel Campos, Administrative Assistant
Riggin Anderson, Parks and Recreation Manager
Lori Lankford, Gradient Leadership Solutions
Grace Perez, Program Coordinator
Michael De La Rosa, Police Lieutenant

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Kay Queen, North Avenue C, addressed the speedway on 2nd and 11th that has no speed limit sign or anything to slow down cars. She requested that the council explore routes that could be taken to slow drivers down as it is a busy street.

Debbie Wahrmond, Marvins Cove, thanked the Council and Officer Rangel, who took her report about the vandalism on her stop sign. Ms. Wahrmond addressed the Council regarding the Elgin Mexican Cemetery's grant from Latino's Heritage Foundation. They have their first work order ready for a survey. She requested that the Council communicate about bake sales to pay for mowing at the cemetery.

ANNOUNCEMENTS

1. **SPLASH! at Thomas Memorial Park Friday, July 24th 6pm-8pm**
Riggin Anderson, Parks and Recreation Manager, provided this announcement to the Council.
2. **Community Block Party at Veterans Memorial Park Friday, July 31st 6pm-8pm**
Riggin Anderson, Parks and Recreation Manager, provided this announcement to the Council.
3. **Elgin Public Library Grant Awards**
Riggin Anderson, Parks and Recreation Manager, provided this announcement to the Council.

Texas Book Festival Grant for \$2,500

Rural Technology Fund Grant for \$1,500

Texas Commission on the Arts (TCA) Grant for \$325

PRESENTATION

1. **Proclamation for National Health Center Week 2026**
Mayor McShan requested Olivia, representative for the National Health Center Week stand and be recognized for the proclamation, and read the proclamation.
2. **Presentation and Consideration of Acceptance of the Final Comprehensive Compensation and Benefits Study Prepared by Logic Compensation Group (Human Resources)**
Mayor McShan read the title of the item, and invited the representative from Logic Compensation Group to address the Council. The representative, Lori Messer, stated that the compensation study was intended to survey the internal and external equity of the jobs at the City. Ms. Messer reviewed the comparative organizations within a 50-mile radius of the City limits, the compensation concerns from City Leadership, and the strengths and opportunities from City Leadership. Ms. Messer reviewed the alignment of the salary

ranges, and pay practices and benefits. It was recommended that the City strengthens pay practices through bilingual pay, vehicle allowances, peace officer certification pay, and water or wastewater certification pay. It was recommended that the City strengthens benefits through medical coverage for family members, group life insurance, long-term disability, tuition reimbursement, and increased vacation accrual. Ms. Messer reviewed the recommended pay structures, current versus proposed structures, and implementation options. Discussion followed.

Deputy Mayor Pro Tem St. Pierre motioned to accept the study. Council Member Silva seconded the motion. All voted in favor. The motion carried.

STAFF REPORT

1. QUARTERLY FINANCE and INVESTMENT REPORTS (Finance)

Robert Eads, City Manager, invited Lori Lankford, Gradient Leadership Solutions, to address the Council. Ms. Lankford reviewed the third quarter financial reports with the Council. Ms. Lankford stated the City of Elgin is PFIA compliant, budget revenues are performing ahead of target, and budget expenditures are on target. Ms. Lankford reviewed the budget versus actuals for the departments, sales tax report, Capital Improvement Projects, and the cash fund balance. Discussion followed.

CITY MANAGER'S REPORT

1. Update on the City of Elgin's Strategic Planning Sessions

Robert Eads, City Manager, addressed the Council regarding the Strategic Planning Sessions that had taken place on July 16th and 17th. Mr. Eads stated that a full report would be released once it was finished, and items are already being worked on. A fact sheet is being prepared regarding the finances, and will be published.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - May 19, 2026

This item was approved on the consent agenda.

Deputy Mayor Pro Tem St. Pierre motioned to approve the consent agenda. Council Member Crim seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. Discussion and Possible Action Regarding the Transfer of Property Received by the Trinity Ranch MUD to the Bastrop County Emergency Services District No. 1

Mayor McShan read the title of the item, and invited Beau Perry, City Engineer/Development Services Director, to address the Council. Mr. Perry stated that each of the MUDs must dedicate a site to the City of Elgin for a Public Safety site. The Trinity Ranch Public Safety site has been deeded to the City, and now must be deeded to the Emergency Services District No. 1. A public safety site must be constructed on the property within five years of the date it was deeded to the City or else the property will be deeded back to the MUD where they can develop what they deem fit. Council Member Crim noted that the ESD 1 board is making plans to move rapidly with this project.

Council Member Crim motioned to approve the transfer of the deed to ESD 1. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF (1) ELECTING A COUNCIL MEMBER TO REPRESENT WARD 1 TO FILL AN UNEXPIRED TERM OF OFFICE, AND (2) SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY THE QUESTION OF THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES, INCLUDING MIXED BEVERAGES; PROVIDING FOR THE CONDUCT OF THE ELECTION; AUTHORIZING JOINT ELECTION AGREEMENTS AND ELECTION SERVICES CONTRACTS; AND PROVIDING AN EFFECTIVE DATE. (Peyton Standifer - City Secretary)

Mayor McShan read the title of the item and invited Peyton Standifer, City Secretary, to address the Council. Mrs. Standifer presented an ordinance calling for an election on two separate items. The first item pertains to the vacancy in Ward 1, currently held by Council Member Jaimes as the appointed representative. A special election is required to fill the vacancy for the unexpired term, which would conclude in May 2028. Applications for this election will be accepted upon the Council's approval of the ordinance, with a submission deadline of August 20th. Applications can be obtained at City Hall and on the city website. The second item on the ballot concerns a mixed beverage local option election. Mrs. Standifer provided historical context, noting that in 1995, an election was held to decide whether to permit the legal sale of alcoholic beverages, including mixed drinks, within the Elgin city limits. She displayed a map comparing the original city limits from 1995 to the current city limits, indicating that the upcoming election will allow voters to determine whether to expand the boundaries for mixed beverage sales. Mrs. Standifer introduced Adena Lewis from Bastrop County EDC for further details. Ms. Lewis explained her nearly decade-long efforts to unify the mixed beverage policy, and stated that usually a petition signed by 35% of voters from the last gubernatorial election—approximately 10,240 signatures for Bastrop County—would normally be necessary to place the item on the ballot, which had been proven to be impossible. After consulting with State Representative Stan Gerdes, a carve-out bill for Bastrop County was successfully passed and signed by the Governor, but because the bill was passed after September 1st an election must occur. This bill allows certain steps to be bypassed. Ms. Lewis proposed holding simultaneous precinct elections across all four precincts in the county, which, if approved by Elgin, would also simultaneously have an election. She emphasized that this would work as a one-time fix, and it would also allow any new areas annexed by the city to be grandfathered in. Mrs. Standifer and Ms. Lewis answered questions made by the Council. Discussion followed.

Mayor Pro Tem Love motioned to approve the ordinance as it was presented. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

3. Discussion and Possible Action Regarding a Newly Elected Council Onboarding Outline

Mayor McShan read the title of the item and addressed the Council. She explained that the proposed onboarding outline was developed in response to previous discussions regarding the challenges faced by newly elected Council Members. The Mayor stated that the intent was to enhance the City's existing onboarding and orientation process, document the information provided to newly elected Council Members, and provide a consistent resource for future Council Members. The Council discussed the importance of incorporating existing staff onboarding procedures and raised concerns about Council Members providing instruction that might be perceived as coaching. It was emphasized that Council Members serve independently and that legal and procedural guidance should be provided through the appropriate City staff and the City Attorney. Discussion included the timing and format of the onboarding, with suggestions to conduct it following the swearing-in and prior to the first

official meeting. The Council considered providing basic information on Council meeting procedures, including agendas, motions, seconds, voting, terminology, and the use of the Council Chamber. Staff noted that posting requirements and potential quorum considerations would need to be addressed. The Council agreed that an onboarding process would be beneficial, while specific content, format, and participants should be further developed. Discussion followed.

Mayor Pro Tem Love motioned to direct staff to make recommendations and bring it back to Council. Council Member Piña seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council did not adjourn into Executive Session.

RECONVENE

The City Council did not adjourn into Executive Session.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:24 PM.

ATTEST:

Peyton Standifer, City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Work Session Agenda Minutes - July 28, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council held a work session to discuss budgetary requests on July 28, 2026.

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 Work Session Agenda Minutes - July 28, 2026

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

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

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

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



ELGIN CITY COUNCIL MINUTES
July 28, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. Mayor McShan stated that Council Members Mayfield and Silva were absent as they were out of town. Mayor Pro Tem Love motioned to excuse Council Members Mayfield and Silva. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member Ward 1
Jessica Jaimes, Council Member Ward 1
YaLecia Love, Mayor Pro Tem Ward 2
Tiffany St. Pierre, Deputy Mayor Pro Tem Ward 3
Liston Crim, Council Member Ward 4
Brenda Piña, Mayor Pro Tem Ward 4

Absent:

Roland Silva, Council Member Ward 2
Agatha Mayfield, Council Member Ward 3

Staff:

Robert Eads, City Manager
Peyton Standifer, City Secretary
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, Development Services Director /City Engineer
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Todd Johnson, Police Commander
Esmeralda Rangel, Assistant City Secretary
Riggin Anderson, Parks and Recreation Manager
Yadira Daque,
Heidi Rodriguez,
Cameron Jonse, Police Sergeant

Dylan Judd, Police Detective
Charles Stone, Crime Scene Technician
Brazhon Thomas, Police Officer
Tametra Cook, Police Detective

INVOCATION

Council Member Jaimes provided the invocation.

NEW BUSINESS

1. Discussion of the Compensation and Benefit Study, Implementation Plan and Job Allocations

Mayor McShan read the title of the item, and invited Robert Eads, City Manager, to address the Council. Mr. Eads stated that there is a lot of work that must be done before a budget can be presented, and that will begin tonight. Mr. Eads invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders began with the Police Department Pay Structure. Police officers rise up a step each year on their anniversary, and the "Police Commander" position will move to an exempt position. The recommended structure will place police officers in their new steps, and no employees pay will be reduced. Ms. Sanders, then, moved onto the civilian staff, and explained the different quartiles of current pay. Discussion followed. Ms. Sanders reviewed the different implementation options, and the three-year implementation plan.

Mayor McShan adjourned for a 10 minute break at 7:13 PM.

2. Presentation of Departmental Budgetary Requests

Mayor McShan called the Council back from their break at 7:23PM.

To start, the departments presented their budgetary requests for the upcoming fiscal year. Peyton Standifer, City Secretary, presented the City Secretary's Office request. Discussion followed. Pamela Sanders, Human Resources Director, presented the Human Resources and Information Technology requests. Discussion followed. Yadira Daque, Court Administrator, presented the Municipal Court's requests. Discussion followed. Kristina Alvarez, Main Street Manager, and Michael Gonzalez, Public Works Director, presented the request for personnel and request for equipment for Main Street. Discussion followed. Heather Fowler, Library Services Manager, and Michael Gonzalez, Public Works Director, presented the request for personnel for the Elgin Public Library. Discussion followed. Riffin Anderson, Recreation Program Manager, and Michael Gonzalez, Public Works Director, presented the request for personnel and equipment for the Elgin Parks and Recreation Division. Discussion followed.

Mayor McShan called for a 10-minute break of the Council at 8:37PM. The Council reconvened at 8:45PM.

Chris Noble, Police Chief, and Todd Johnson, Police Commander, presented the Elgin Police Department equipment, program, and personnel requests. Discussion followed. Michael Gonzalez, Public Works Director, presented the Public Works Department equipment and personnel requests. Discussion followed.

3. Discussion of Strategic Goals or Direction in Regards to the Fiscal Year 2026-2027 Budget

Robert Eads, City Manager, briefly reviewed this item with the Council, and stated that this is not the right time to discuss this item.

EXECUTIVE SESSION

The City Council did not adjourn into Executive Session.

RECONVENE

The City Council did not adjourn into Executive Session.

ADJOURNMENT

Mayor McShan adjourned the meeting at 10:10 PM.

ATTEST:

Peyton Standifer, City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - August 4, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council held a regularly scheduled meeting on August 4, 2026.

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 - August 4, 2026

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

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

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

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



ELGIN CITY COUNCIL MINUTES
August 4, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. Mayor McShan stated that Council Member Jaimes was absent due to a work emergency, and Council Member Crim would be late. Mayor Pro Tem Love motioned to excuse Council Member Jaimes and Council Member Crim. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member Ward 1
Jessica Jaimes, Council Member Ward 1
Roland Silva, Council Member Ward 2
YaLecia Love, Mayor Pro Tem Ward 2
Agatha Mayfield, Council Member Ward 3
Tiffany St. Pierre, Deputy Mayor Pro Tem Ward 3
Brenda Piña, Mayor Pro Tem Ward 4

Absent:

Jessica Jaimes, Council Member Ward 1
Liston Crim, Council Member Ward 4

Staff:

Robert Eads, City Manager
Peyton Standifer, City Secretary
Mark Schoreder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, Development Services Director /City Engineer
Marcial Guajardo, Public Information Officer
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Todd Johnson, Police Commander
Esmeralda Rangel, Assistant City Secretary

Uriel Campos, Administrative Assistant
Riggin Anderson, Parks and Recreation Manager

INVOCATION

Council Member Gibson provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Marilyn Kelinske, Littig Road, addressed the Council with a suggestion regarding the site of the proposed Wastewater Treatment Plant No. 2, and a regional plant in partnership with Manor. She stated that there would be less demand on the plant because 3,000 acres of the Willbarger Creek area has been placed in a conservation with the intent of using it as park land, so no houses will be built in that area.

Jeannie Center, Pleasant Grove Road, questioned the Council requesting an update regarding the hiring status of a permanent Finance Director, the status of the Ranger's investigation, and if a forensic audit has been completed since the beginning of the Ranger's investigation.

Jon Beall, Littig Road, handed out sheets to Council regarding the Wastewater Treatment Plant No. 2. Mr. Beall suggested that a combined regional plant in partnership with Manor would save the taxpayers money, and allow for a larger plant to be built.

Doreen Sims, Ballast Drive, stated she is the founder of the Elgin Children's Business Fair. She would like to move the business fair to the downtown area, in the Veteran's Memorial Park. Last year's winners were local children, and a child from Dallas has registered this year. Ms. Sims requested a waiver from the Council for the event, and the Council's support.

ANNOUNCEMENTS

1. **Blood Drive - Wednesday August 5th 12-6pm at Elgin Recreation Center Parking Lot**
Riggin Anderson, Recreation Program Manager, provided this announcement to the Council.

CITY MANAGERS REPORT

1. **Introduction of Public Information Officer: Marcial Guajardo (Pamela Sanders, Human Resources Director)**
Robert Eads, City Manager, and Pamela Sanders, Human Resources Director, introduced Marcial Guajardo, Public Information Officer, to the Council. Ms. Sanders stated that Mr. Guajardo was joining the City after the Council approved a full-time position in May 2026. Mr. Guajardo gave the Council a brief overview of his experience, and who he is. Mr. Guajardo is a local resident of Elgin, and expressed his excitement to work for the City of Elgin.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes - July 7, 2026**
This item was approved on the consent agenda.

Mayor Pro Tem Love motioned to approve the consent agenda. Council Member Silva seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

- 1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Beau Perry, Development Services Director)**

Mayor McShan read the title of the item, and informed the Council that this item would be taken into executive session.

After returning from executive session, Mayor Pro Tem Love motioned to table this item until the August 18, 2026, City Council Special Meeting. Council Member Mayfield seconded the motion. All voted in favor. The motion carried.

- 2. A RESOLUTION ESTABLISHING THE MAXIMUM PROPOSED AD VALOREM TAX RATE FOR TAX YEAR 2027 AND FISCAL YEAR 2026–2027 AND SETTING THE DATE FOR CONSIDERATION AND ADOPTION OF THE TAX RATE. (Pamela Sanders, Interim Finance Director)**

Mayor McShan read the title of the item, and invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders stated this resolution would establish the highest possible rate, and would establish the public hearing dates. The proposed maximum tax rate is 0.719777 per \$100 of taxable value. This resolution does not commit the City to this tax rate, but allows the City to explore up to this rate. The County establishes the rates and sends them over to the City. Ms. Sanders and Mr. Eads answered questions from the Council.

Mayor Pro Tem Love motioned to approve the maximum proposed ad valorem tax rate for tax year 2027 and fiscal year 2026-2027 of 0.719777 per \$100 of taxable value, and the public hearings for the proposed tax rate on September 1st and September 15th. Council Member Mayfield seconded the motion.

The vote is as follows:

Mayor Pro Tem Love - Yes

Deputy Mayor Pro Tem St. Pierre - Yes

Council Member Mayfield - Yes

Council Member Piña- Yes

Mayor McShan - Yes

Council Member Gibson - Yes

Council Member Silva - No

The motion carried with six votes in favor, and one vote not in favor.

EXECUTIVE SESSION

Mayor McShan read the title of the executive session items, including New Business Item No. 1, and adjourned the meeting into Executive Session at 7:02 PM. Council Member Crim arrived as the Council adjourned into executive session.

- 1. Pursuant to Section 551.074, Texas Government Code (Personnel Matters), to deliberate the duties of the City Manager.**

2. Pursuant to Section 551.071, Texas Government Code (Consultation with Attorney), to consult with the City Attorney regarding legal issues related to an ongoing investigation.

RECONVENE

Mayor McShan reconvened the meeting into open session at 8:36 PM.

Mayor Pro Tem Love made a motion to table New Business Item No 2 until the City Council Meeting on August 18th. Council Member Mayfield seconded the motion. All voted in favor. The motion carried.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:37 PM.

ATTEST:

Peyton Standifer, City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and Possible Action Regarding the Veterans Appreciation Day Parade and Dia De Los Muertos Parade and Festival in combination; Consider Request for Fee Waivers for Street Closures Along Parade Route on Main Street from 11th Street to Brenham Street, and on Depot Street from Avenue B to Main Street, Veterans Memorial Park 100 and 200 Block Park Rental Waiver, Open Container Waiver, and PD/PW Support as Needed. (Kristina Alvarez, Main Street Manager)

DEPARTMENT: Community Services

PROPOSED ACTION: Consider the request for fee waivers for the Veteran's Memorial Day Parade and Dia De Los Muertos Parade and Festival

BACKGROUND:

The Veteran's Memorial Day Parade and Dia De Los Muertos Parade and Festival have come to an agreement to combine their efforts this year.

The Veteran's Day Parade will travel down Main Street, starting at 5:00 PM on November 7, 2026. The parade route is set along Main Street from 11th Street to Brenham Street. The parade participants will line up along 11th Street beginning at 4:00PM. The parade is estimated to end around 5:45PM.

The Dia De Los Muertos Parade and Festival will travel down Main Street, starting at 6:00 PM on November 7, 2026. The parade route is set along Main Street from 11th Street to Brenham Street. The parade participants will line up along 11th Street beginning at 5:00PM. The parade is estimated to end around 6:50PM. The festival set up will begin around 11:00 AM. The festival is set to end around 10:00 PM and the clean-up to end around 11:00 PM.

BUDGET/FINANCIAL IMPACT:

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

DESCRIPTION	TOTAL COST
Police Department Support	\$10,022.40
Public Works Support Labot Costs	\$6,645.00
Special Event Applications	\$50.00
TOTAL	\$16,717.40

RECOMMENDATION:

Staff does not have a recommendation.

ATTACHMENTS:

1. V.F.W. Request Letter 2026
2. Special Event Summary 2026 Veterans
3. 2026 COE Special Event Permit- VFW Nov 7th 2026
4. COE Special Event Permit - Dia 26
5. Special Event Summary 2026 Dia

{ } 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.



July 17th, 2026

P.O. Box 188, 118 Old Sayers Road
Elgin, Texas 78621
o (512) 285-2300
c (714) 618-7017

Request from V.F.W. 6115 for Veterans Appreciation Parade:

This year the V.F.W. will be hosting another Veterans Parade through downtown Elgin. The parade is scheduled to be held on Saturday, November 7th at 5:00 PM. The V.F.W. requests street closures and fees waived for the parade.

Parade Details:

1. Line-up will start at 4PM. on the corner of West 11th and West 2nd
2. Parade will start at 5 PM.
3. The parade will turn right onto North Main Street from 11th Street
4. The parade will last about 40 minutes and is .8 miles
5. Streets that will need to be blocked off:

West 2nd Street

West 11th Street

West 10th

West 9th

West 8th

West 7th

Lexington Road

East 2nd Street

East 1st Street

Depot Street

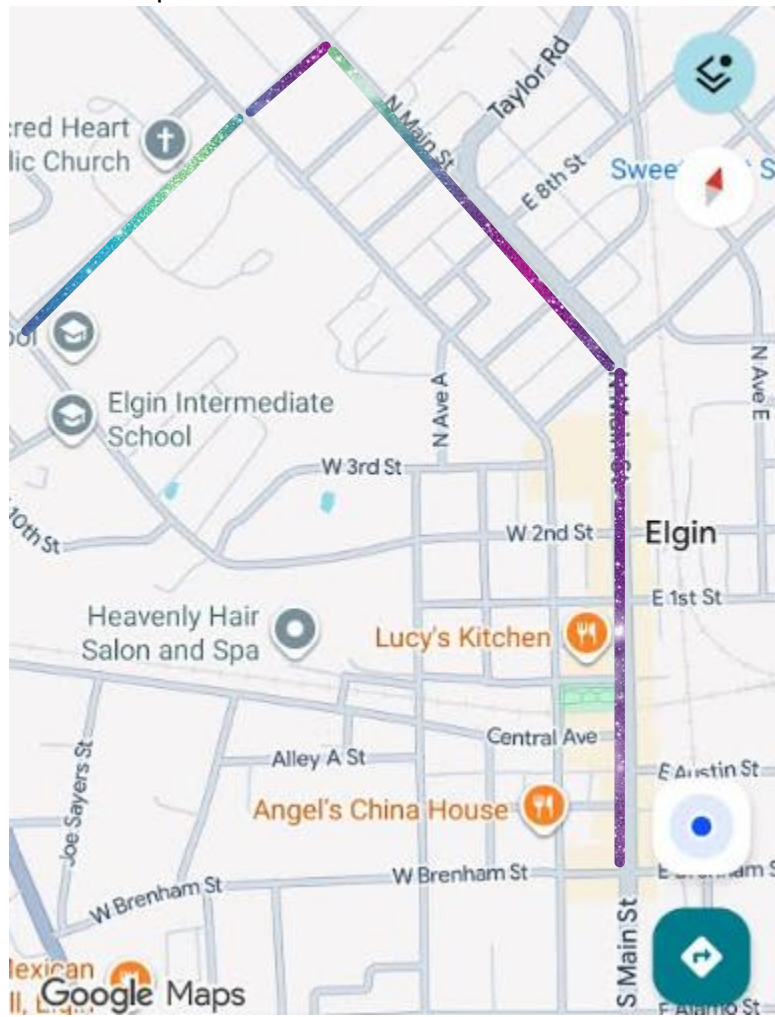
Central Avenue

Austin Street

Disperse at Brenham Street

***John Quagliani, Commander VFW Post 6115
and Veterans Day Parade Chairman Morgan Louvier Troop 473***

Parade Map – November 7th 2026



SPECIAL EVENT APPLICATION SUMMARY

Applying Organization / Individual: VFW Post 6115 Elgin - Morgan Louvier

Event Name: Veteran's Memorial Day Parade

Event Dates / Times:

Friday, November 6thPublic Works puts up parade route street closure notices

Saturday, November 7th 4pm.....Public works sets up parade route street closures

Set up and line up of Parade along 11th St Begins

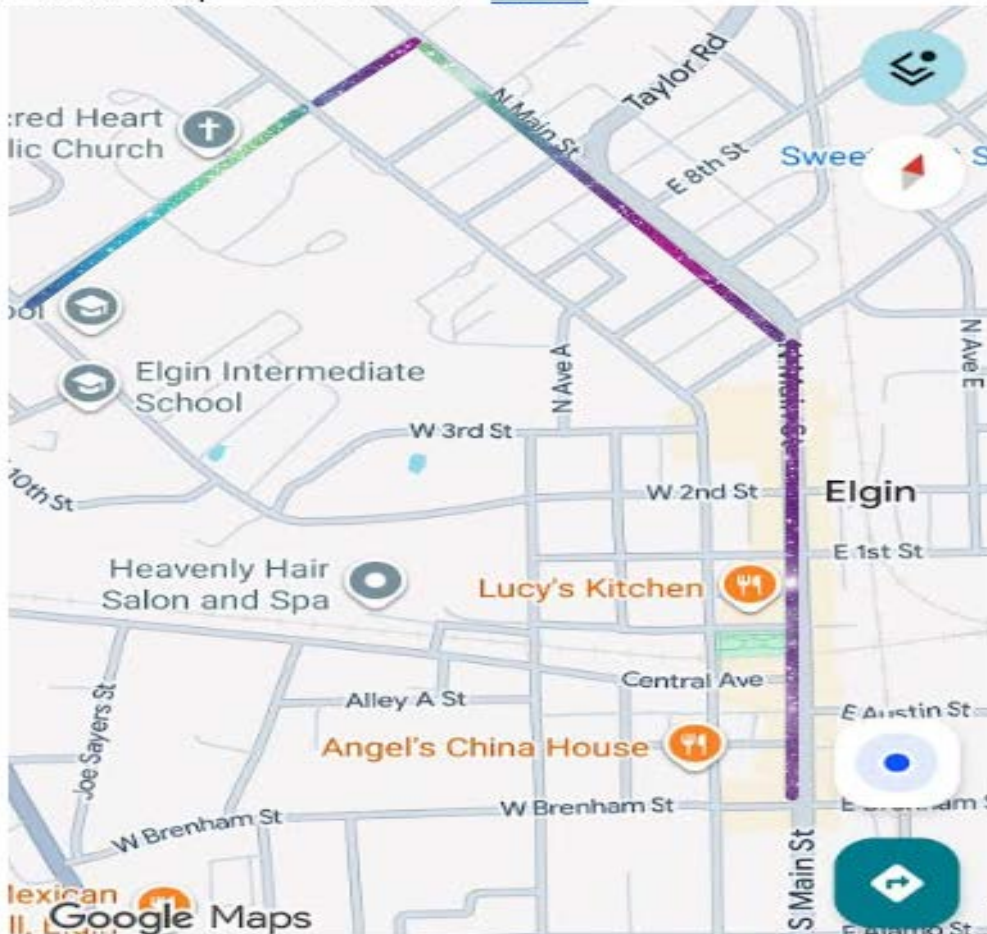
5pm-5:45pm.....Parade Start time and duration

Event Location: Main Street - 11th to Brenham

Line up on 11th St, Parade Route is down Main St to Brenham

VETERAN'S DAY

Parade Map – November 7th 2026



Event Description: The Elgin VFW Post 6115 will host the Veteran's Day Parade honoring veterans the weekend before the national holiday. We invite all to join. The parade will occur on Saturday, November 7th 2026 at 5pm along Main Street from 11th to Brenham, respectively.

Elgin Veteran's Days Parade

Description of City Staff Support	Number of Employees	Number of Hours	Cost Per Hour Per Employee	Total Daily Cost
Public Works Support: Labor Costs	TBD	TBD	\$25.00	\$--
Supplies and Materials Cost	TBD	TBD		\$--
Police Department Support:	TBD	TBD		\$--
				\$--
Description of Fees		Cost by Unit	Total Cost	
Special Event Application		\$25.00	\$25.00	
Street Closures(Parade)	12 blocks	\$50/block	\$600.00	
				\$625.00
Total (Estimated)* Event Fees			Total Cost	\$625.00

*Estimated costs NOT including PD/PW Support needed to shut down streets for parade and safety

City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

This document is to assist you in preparing the information needed to inform the City of Elgin of your request. Please meet with the City of Elgin at least 90 days in advance of your event.

Annual Events shall have preference in the reservation of a special events venue over other requested reservations for an upcoming year. Event sponsors must submit a letter not later than thirty (30) days after the conclusion of the event to reserve the upcoming year's event dates. Reservations for event dates are subject to cancellation if fees, agreements, permits and other required submissions are not timely received by the City of Elgin.

Please provide a detailed description of the event: _____

Community Veterans Day Parade honoring veterans the weekend before the national holiday. We invite all to join.

Name of Event: Veterans Day Parade Date of Event: Nov 7th 2026

Name of Park/Facility: Main Street - 11th to Brenham Expected Attendance: 300
Line up on 11th St

Primary Contact Name: Morgan Louvier

Phone _____ Cell Phone 512.961.2699

Email 472troop@gmail.com

Secondary Contact Name: john Quagliani

Phone _____ Cell Phone 714 618 7017

Email VFW6115@gmail.com

Organization(s): VFW Post 6115

Non-Profit ID: 74-1543179

Billing Address: P.O. Box 188, 118 Old Sayers Road City Elgin, State Texas 78621

Is this event requesting a fee waiver? (YES)/ NO



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

What will you need?

- | | |
|---|---|
| ☒ Street Closures | ☐ Security |
| ☐ Park Rentals | ☒ Traffic Control |
| ☐ Reserved Parking | ☐ Signs |
| ☒ Barricades | ☐ EMS Stand-By |
| ☐ Trash & Clean up | ☐ Fire Control |
| ☐ Port-A-Potties | ☐ Inspection |
| ☐ Electricity | ☐ Assistance of city crews |
| ☐ Electrical Outlets | ☐ Open Container Waiver |
| ☐ Water Outlets | ☐ Other equipment |
| ☐ Sewer Outlets | |
| ☐ Will food be served: _____ | |
| ☐ Other Requests: _____ | |

Fees for park or facility use, requested supplies and personnel, and other support will apply. Minimum number of materials or personnel required is subject to change as determined by the City of Elgin Police Department and City of Elgin Public Works Department.

Acknowledgement of Next Steps:

I, Morgan Louvier (event organizer or point of contact)
understand that I must submit the following information to the City of Elgin no later than 90 days in advance of the event date.

- Solid Waste Plan/Portable Toilets (Municode Sec. 28-90) N/A
- Traffic Plan (Municode Sec. 28-92)
- Sound Policy (Municode Sec. 28-94) N/A
- Safety and Security Plan (Municode Sec. 28-95)
- Detailed Site Plan (Municode Sec. 28-97)
- Copy of Premises Liability Insurance Policy naming the City of Elgin.

Failure to submit appropriate special event paperwork will result in cancellation of request.

Event Contact Signature: _____

Date: 3.26.26



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

REQUEST TO WAIVE FEES

Brief Description of Event: Veterans Day Parade (Main St - 2nd to Brenham)

Is this event free? YES / NO

Does it have a political affiliation? YES / NO

Is this event open to the public? YES / NO

Is this event a fundraiser? YES / NO

Park Fee Waiver Requested? YES / NO

N/A

Name of Park: _____

Address of Park: _____

Date(s) of Use: _____

Attach Map of Proposed Park/Event Layout.

Street Closure(s) Requested? YES / NO

Street Closures Identified by Blocks Between Intersections: _____

Main St from 11th to Brenham

Date(s) of Use with Specific Times: _____

Nov 7th 4pm line up, parade start at 5pm, ends around 5:45pm. Line up is along 11th street

street closures needed along parade route

Attach Map of Proposed Street Closures to Request.

Open Container Waiver Requested? YES / NO

N/A

Waiver Area Identified by Blocks Between Intersections: _____

Date(s) of Waiver Request with Specific Times: _____

Sound Ordinance Waiver Requested? YES / NO

N/A

Waiver Area Identified by Blocks Between Intersections: _____

Date(s) of Waiver Request with Specific Times: _____

Police Officer Presence Requested? YES / NO

Date(s) of Request with Specific Times: _____

Elgin PD has been invited to attend in the

parade- not sure about presence requested



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

This document is to assist you in preparing the information needed to inform the City of Elgin of your request. Please meet with the City of Elgin at least 90 days in advance of your event.

Annual Events shall have preference in the reservation of a special events venue over other requested reservations for an upcoming year. Event sponsors must submit a letter not later than thirty (30) days after the conclusion of the event to reserve the upcoming year's event dates. Reservations for event dates are subject to cancellation if fees, agreements, permits and other required submissions are not timely received by the City of Elgin.

Please provide a detailed description of the event: Dia De Los Muertos, also known as Day of the Dead,
is an annual Mexican holiday that commemorates deceased loved ones. This holiday is celebrated with food, drink, and festivity
Elgin pays homage to this Mexican tradition by hosting a vibrant event in our historic downtown. The festivities include an array of
alters, food vendors, and lively music. The highlight of the event is a walking parade down Main Street, showcasing a colorful
display of costumes, make-up, stilt walkers, giant skulls, and other performances. Additionally, the event fetures a variety of
spectacular stage performers such as Mariachi bands, fire dancers, and more.

Name of Event: Dia de los Muertos Date of Event: Sat. Nov 7th

Name of Park/Facility: Veterans Memorial Park Expected Attendance: 400

Primary Contact Name: Megan Stuart

Phone 512-913-8941 Cell Phone _____

Email megan.twistedgarage@gmail.com

Secondary Contact Name: Christina Velaquez

Phone _____ Cell Phone _____

Email mekisiko@gmail.com

Organization(s): Elgin Arts Association

Non-Profit ID: _____

Billing Address: _____ City _____ State _____

Is this event requesting a fee waiver? **YES** / NO



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

What will you need?

☒	Street Closures	☐	Security
☒	Park Rentals	☒	Traffic Control
☐	Reserved Parking	☐	Signs
☒	Barricades	☐	EMS Stand-By
☒	Trash & Clean up	☐	Fire Control
☒	Port-A-Potties	☐	Inspection
☒	Electricity	☒	Assistance of city crews
☒	Electrical Outlets	☒	Open Container Waiver
☐	Water Outlets	☐	Other equipment
☐	Sewer Outlets		
☒	Will food be served: <u>Food Vendors</u>		
☐	Other Requests: _____		

Fees for park or facility use, requested supplies and personnel, and other support will apply. Minimum number of materials or personnel required is subject to change as determined by the City of Elgin Police Department and City of Elgin Public Works Department.

Acknowledgement of Next Steps:

I, Megan Stuart (event organizer or point of contact)
understand that I must submit the following information to the City of Elgin no later than 90 days in advance of the event date.

- Solid Waste Plan/Portable Toilets (Municode Sec. 28-90)
- Traffic Plan (Municode Sec. 28-92)
- Sound Policy (Municode Sec. 28-94)
- Safety and Security Plan (Municode Sec. 28-95)
- Detailed Site Plan (Municode Sec. 28-97)
- Copy of Premises Liability Insurance Policy naming the City of Elgin.

Failure to submit appropriate special event paperwork will result in cancellation of request.

Event Contact Signature: Megan Stuart Date: 7-21-26



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

REQUEST TO WAIVE FEES

Brief Description of Event: Dia De Los Muertos is requesting park rental wavier, street closures along parade and street along Veterans Memorial Park , open container waiver, and PD/PW support as needed for Parade Support.

Parade will be right after Veterans Parade along same route 15 Minutes later, theirs ends at around 5:45pm we will start at 6pm

Is this event free? **YES** / NO

Does it have a political affiliation? YES / **NO**

Is this event open to the public? **YES** / NO

Is this event a fundraiser? YES / **NO**

Park Fee Waiver Requested? **YES** / NO

Name of Park: Veterans Memorial Park & Expansion

Address of Park: 109 Depot St, Elgin, TX 78621

Date(s) of Use: Saturday November 7th, 4pm-10pm

Attach Map of Proposed Park/Event Layout.

Street Closure(s) Requested? YES / NO

Street Closures Identified by Blocks Between Intersections: Depot Street from Main to Ave B

And along parade route on Main Street from Lexington to Depot

Date(s) of Use with Specific Times: Saturday November 7th

Attach Map of Proposed Street Closures to Request.

Open Container Waiver Requested? YES / NO

Waiver Area Identified by Blocks Between Intersections: On Main St to from Lexington Road to Brenham St; & on 2nd St, 1st St, Depot St, Central Ave, Austin St, Brenham St from Main St to Ave B; & on Ave C from Brenham St to 2nd St

Date(s) of Waiver Request with Specific Times:

Sound Ordinance Waiver Requested? YES / NO

Waiver Area Identified by Blocks Between Intersections:

Date(s) of Waiver Request with Specific Times:

Police Officer Presence Requested? YES / NO

Date(s) of Request with Specific Times:

Description of Role Requested: as needed for parade route saftey



SPECIAL EVENT APPLICATION SUMMARY

Applying Organization / Individual: Elgin Arts Association - Megan Stuart

Event Name: Elgin Dia De Los Muertos Festival & Parade

Event Dates / Times:

Friday, November 6thPublic Works puts up parade route street notices, makes necessary preparations and maintenance to park.

Saturday, November 7th

11am.....Street closure on Depot Street from Ave B to Main, festival set up begins.

5pm.....Public works leaves Parade route street closures from Veterans Parade, and line up of Dia De Los Muertos Parade lineup Begins.

6pm-6:50pm.....Parade Start time and duration.

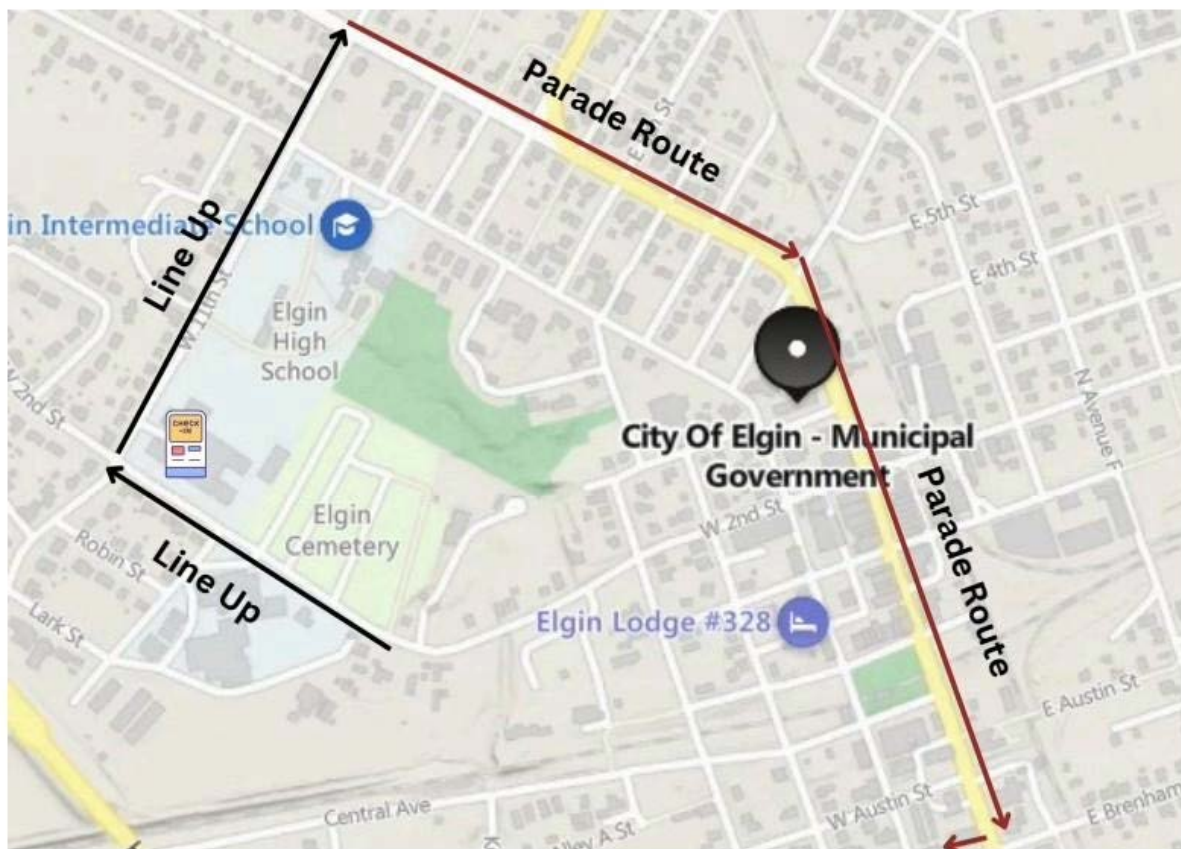
10pm-11pm.....Event ends, clean up done.

Event Location: Veterans Memorial Park

Line up on 11th St, Parade Route is down Main St to Brenham

2026 Dia de los Muertos Parade Route

Line up will run down 2nd Street and turn down W. 11th.
Parade will start at W.11th and Main and continue until Brenham. Entries will take a right at Brenham and disperse at Ave. C.



Event Description: Dia De Los Muertos, otherwise known as Day of the Dead, is an annual Mexican holiday that serves as a commemoration of deceased loved ones. This holiday is celebrated with food, drink, and festivity, as it is believed that the souls of the dead briefly Mexican holiday that serves as a commemoration of deceased loved ones. This holiday is celebrated with food, drink, and festivity, as it is believed that the souls of the dead briefly Elgin pays homage to this Mexican tradition by hosting a vibrant event in our historic downtown

Description of City Staff Support	Number of Employees	Number of Hours	Cost Per Hour Per Employee	Total Daily Cost
Public Works Support: Labor Costs	TBD	--	\$25.00	\$--
Supplies and Materials Cost				TBD
Police Department Support:	TBD			\$--
				\$TBD
Description of Fees		Cost by Unit		Total Cost
Special Event Application		\$25.00		\$25.00
Street Closures(Parade)	14 blocks	\$50/block		\$700.00
				\$725.00
Total (Estimated)* Event Fees				725.00

*Estimated costs not including PD and PW Support



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Consider Request for Permit to Allow Consumption of Alcohol on City Property (Sec. 8-22.) for the Hernandez Family Reunion Saturday, November 7th at Elgin Memorial Park, Main Pavilion from 10AM to 10PM

DEPARTMENT: Community Services

PROPOSED ACTION: Consider the request for Permit to Allow Consumption of Alcohol on City Property for the Hernandez Family Reunion.

BACKGROUND:

The Hernandez Family Reunion is requesting an open container waiver/ permit allowing the consumption of alcohol at a city-owned park. Per city park rental rules: "It is unlawful for any person to possess, use or consume alcoholic beverages in city parks, pool or sports areas unless waived by city council or within the Depot District." The organizers intend to bring alcohol in ice chest coolers for their celebration, and have agreed to follow all park rules and regulations in the rental agreement such as no glass containers, ensure cleanup of event, etc. The event would take place from 10:00AM to 10:00PM.

City of Elgin Code of Ordinances

Chapter 8 - Business; Article II - Alcoholic Beverages; Section 22. (d)- Consumption and Possession of Alcoholic Beverages on City Property;

City parks are exceptions. The provisions of this subsection shall not apply to the sale, possession and/or consumption of alcoholic beverages within the confines of city park premises where such alcoholic beverage was legally sold, possessed and/or consumed under a current and valid permit, duly issued by the city manager or his designee, upon his having been duly authorized thereunto by the city council, permitting the holder thereof to sell, possess and/or consume alcoholic beverages on the premises of city park grounds, and where such alcoholic beverage was sold, possessed and/or consumed within the period shown on said permit, and entirely within the confines of such premises. Such permit may, in the discretion of the city council, restrict such sale, possession and/or consumption of alcoholic beverages, to specified portions of such park premises as well as to certain periods of time, and to any other limitations thereon that shall, in the discretion of the city council, be deemed necessary for the maintenance of public health, safety and/or the maintenance of public property

BUDGET/FINANCIAL IMPACT:

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

There is no cost associated directly with this waiver. The park rental is currently on hold and the deposit of \$100, and park rental fee of \$200 will be paid if the request is approved.

RECOMMENDATION:

Staff does not have a recommendation.

ATTACHMENTS:

1. Special Event Summary - Hernandez Family Reunion

- { } 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.

SPECIAL EVENT APPLICATION SUMMARY Applying Organization / Individual:

Blanca B. Cardenas

Event Name: Hernandez Family Reunion

Event Dates / Times:

Saturday, November 7th 10AM-10PM

Event Location: Elgin Memorial Park Main Pavilion

Event Request: The Hernandez Family Reunion is requesting an open container waiver/ permit allowing the consumption of alcohol at a city owned park.

Per city park rental rules: "It is unlawful for any person to possess, use or consume alcoholic beverages in city parks, pool or sports areas unless waived by city council or within the Depot District."

We are wanting to bring alcohol in ice chest coolers, and will follow all park rules in the rental agreement such as no glass containers, ensure cleanup of event, etc.

The park rental is currently on hold and the deposit of \$100 and park rental fee of \$200 will be paid immediately after waiver request is approved.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Beau Perry, Development Services Director)

DEPARTMENT: Development Services

PROPOSED ACTION: Review, discussion and consideration of an ordinance annexing 271.82 acres located in Travis County for limited purpose into the jurisdiction of the City of Elgin

BACKGROUND:

The Triada is a Municipal Utility District located in the ETJ of the City of Elgin with a Development and Consent Agreement executed on May 9, 2024. On May 5, 2025 Council approved a Resolution authorizing the Mayor to execute a Strategic Partnership Agreement with Triada MUD. This limited purpose annexation is in line with the terms of that Strategic Partnership Agreement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the ordinance annexing for limited purpose 271.82 acres in Travis County.

ATTACHMENTS:

1. Ordinance 2026-08-18-XX Triada Limited Purpose Annexation
2. Triada Development Legal Description
3. Triada Vicinity Map
4. Triada MUD Development and Consent Agreement - Fully Executed
5. RES2024-05-21-54 Resolution Authorizing the Mayor to Execute a SPA with Triada MUD Fully Executed

- { } 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. 2026-08-18-16

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 43.0751, Local Government Code, the tracts of land included in the Strategic Partnership Agreement (the “SPA”) between the City and Triada Municipal Utility District (the “District”) dated May 21, 2024 and approved in Resolution No. 2024-05-21-54, containing 271.82 acres, more or less, of land, in Travis County, Texas (the “Property”), described by metes and bounds in **Exhibit “A”**, attached hereto and made a part hereof for all purposes, are included in this Limited Purpose Annexation; and

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

SECTION I.

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

That the City Council has heard the arguments for and against the annexation and has determined to grant the Limited Purpose Annexation; and

That the present owners of land within the District boundaries have previously consented to the City’s annexation of the Property within the District for the limited and sole purpose of imposing exclusive subdivision regulatory authority upon the development of the Property; and

That the Property is hereby annexed for the limited and sole purpose of imposing exclusive subdivision regulatory authority upon the development of the Property, as described in the SPA; and

That this Limited Purpose Annexation is not for the purpose of imposing ad valorem, sales and use, or other City taxes upon property within the Property and that the City will not impose any such tax; and

That all of the terms and conditions as stated in the SPA are incorporated herein and this Limited Purpose Annexation is made pursuant to and subject to those terms and conditions; and

SECTION II.

That the official maps and boundaries of the City of Elgin, heretofore adopted and amended, be and are hereby amended to identify the Property as a Limited Purpose Annexation area.

That the appropriate city official of the City of Elgin is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to identify the Property as a Limited Purpose Annexation area.

SECTION III. Publication Clause

The City Secretary of the City of Elgin is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION IV. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION V. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION VI. Open Meeting Clause

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 hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on this the 18th day of August 2026 at a meeting of the Elgin Texas City Council; there being a quorum present.

THE CITY OF ELGIN, TEXAS

Theresa Y. McShan, Mayor

Attest:

Peyton Standifer, City Secretary

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

**EXHIBIT "A" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF PROPERTY**

METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

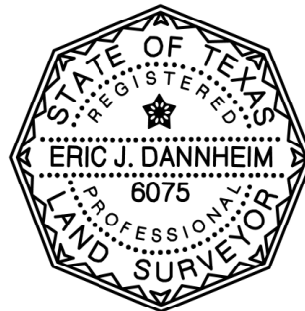
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY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

Surveyed by: _____



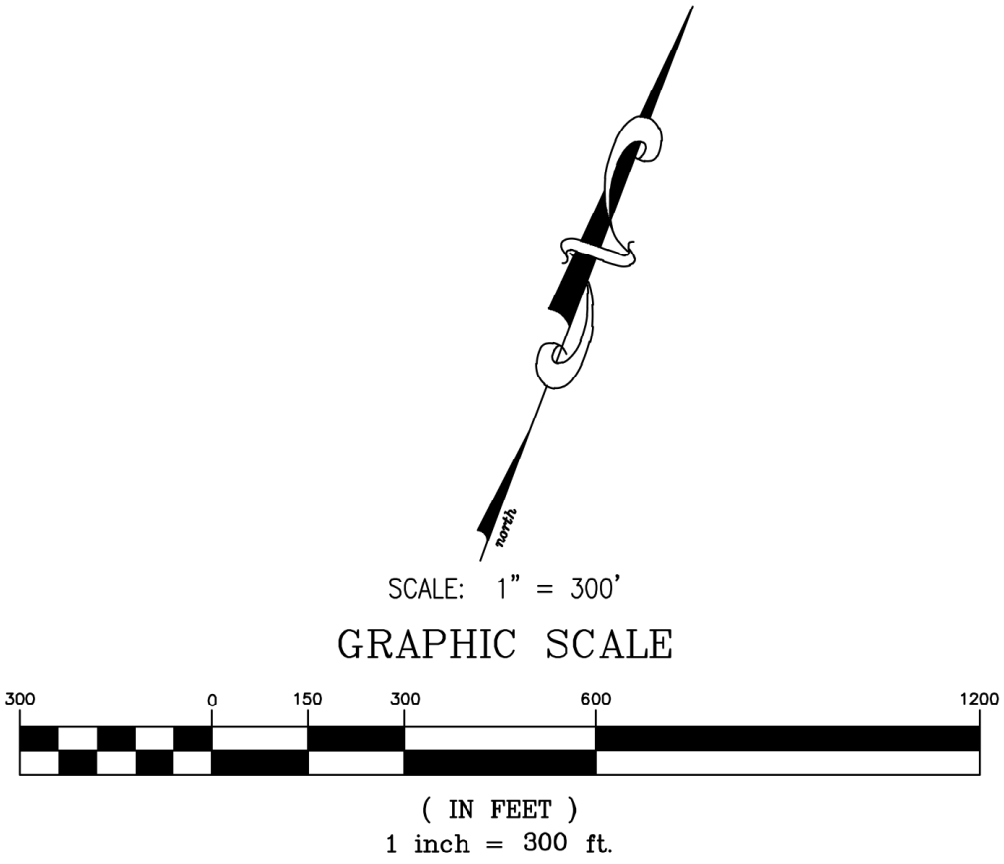
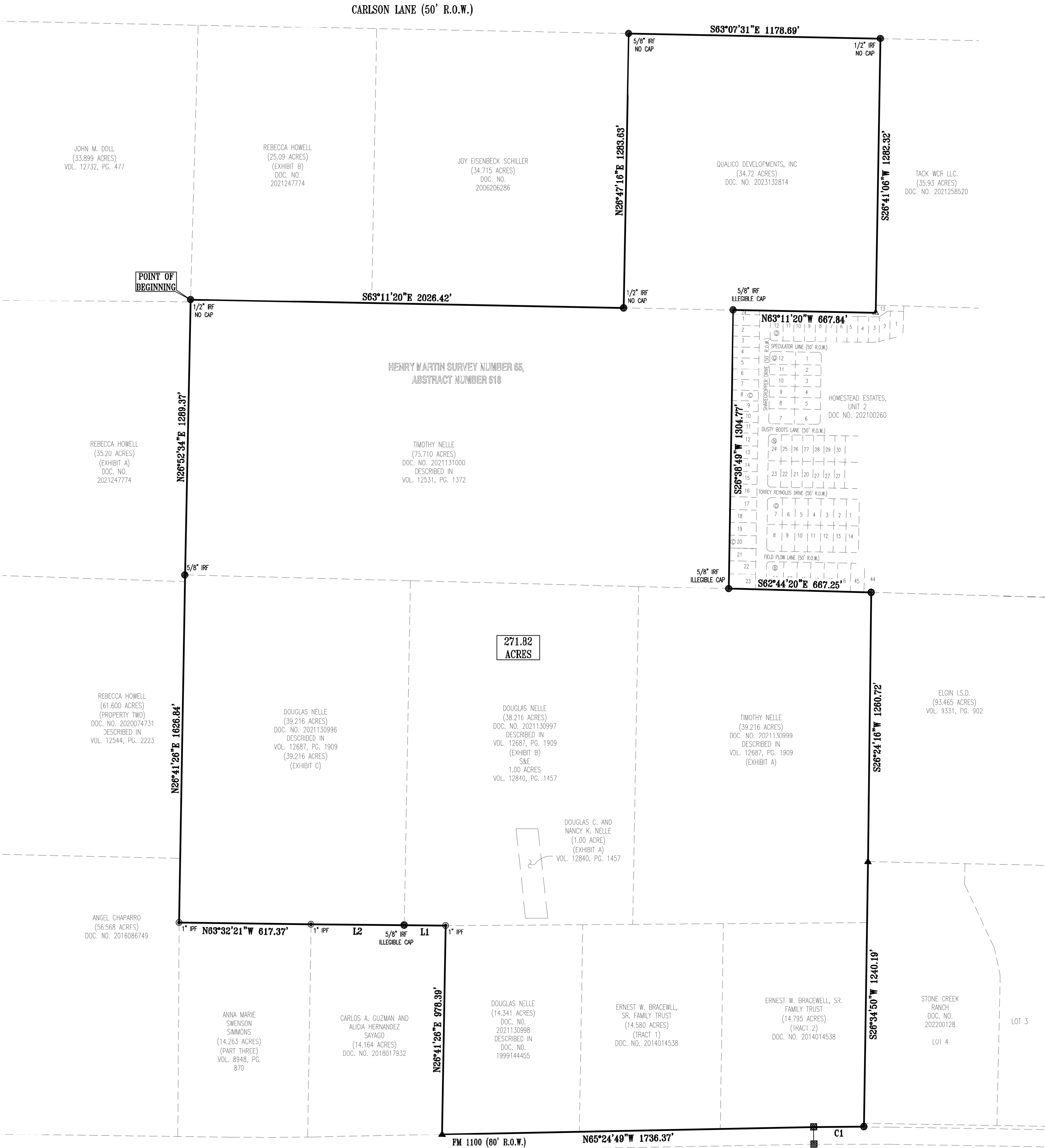
3/5/24

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



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

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



- LEGEND
- CONCRETE MONUMENT FOUND
 - CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - IRON PIPE FOUND
 - 600 NAIL FOUND

Line Table		
Line #	Length	Direction
L1	194.84	N63°41'54"W
L2	436.12	N63°43'11"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	237.40	11500.05	N64°49'20"W	237.40	118.71	1°10'58"

WE, THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF TRIADA MUNICIPAL UTILITY DISTRICT, DO HEREBY CERTIFY THAT THIS MAP IS A COMPLETE AND ACCURATE MAP SHOWN THE BOUNDARIES OF THE DISTRICT.

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

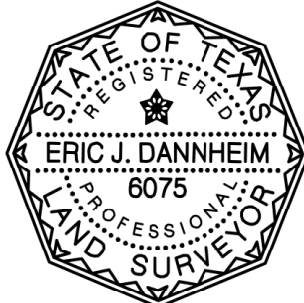
DIRECTOR _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.

NOTARY PUBLIC _____

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

ERIC JOHN DANNHEIM, RPLS# 6075
CARLSON, BRIGANCE AND DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512)280-5160
AARON@CBDENG.COM



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

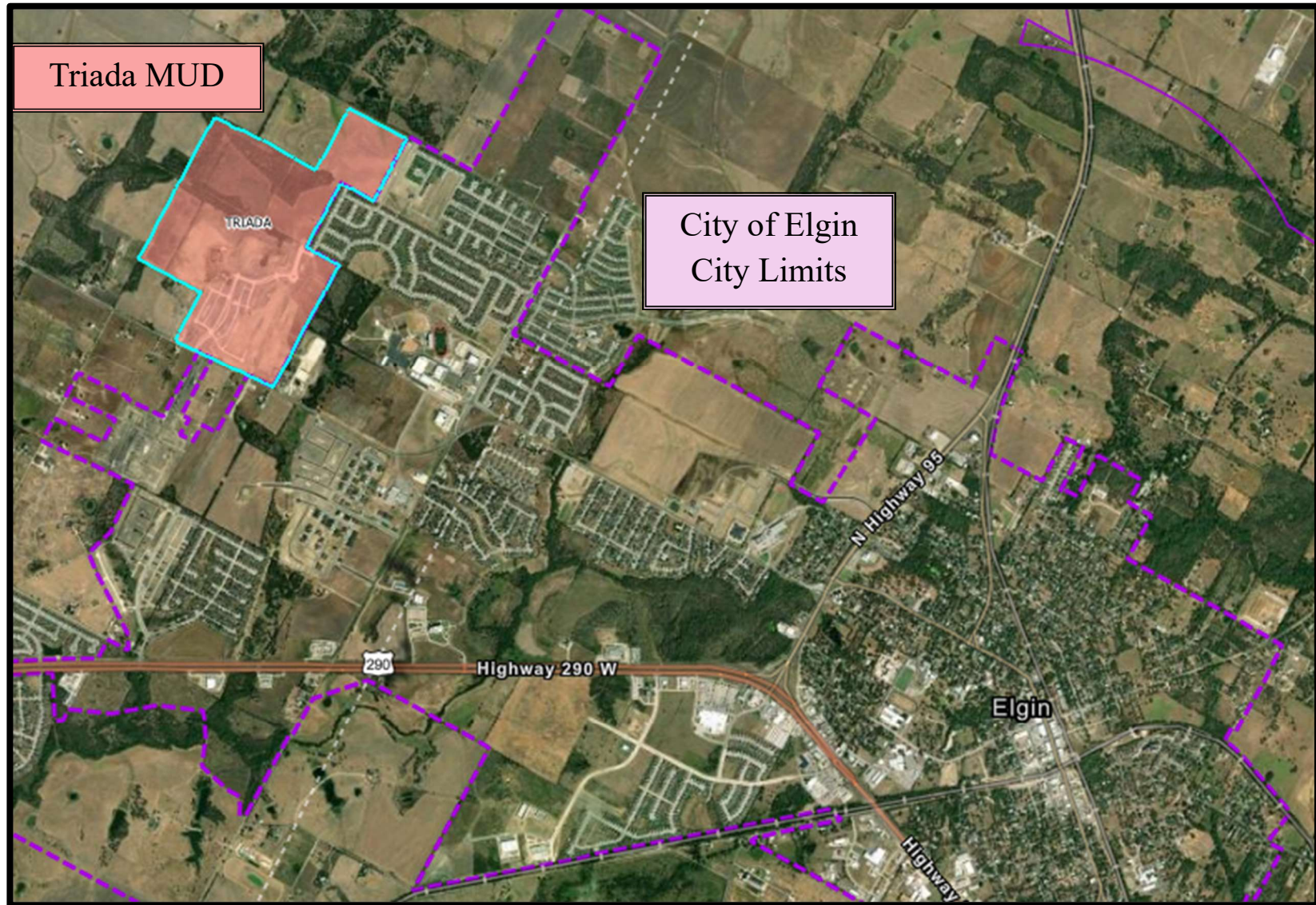
Carlson, Brigrance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900

Civil Engineering 5501 West William Cannon Austin, Texas 78749 Phone No. (512) 280-5160

Surveying Austin, Texas 78749 Fax No. (512) 280-5165

J:\AC3D\5535-022\Survey\MUD EXHIBIT - 271.82 ACRES

Triada Limited Purpose Annexation Vicinity Map



RESOLUTION NO. 2024-05-07-43

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A
CONSENT AND DEVELOPMENT AGREEMENT WITH QUALICO
DEVELOPMENTS (U.S.) INC., AND TRIADA MUNICIPAL UTILITY
DISTRICT AND MAKING CERTAIN FINDINGS RELATED
THERE TO**

WHEREAS, Qualico Developments (U.S.) Inc., a Delaware Corporation ("Qualico") owners and developers of the proposed Triada Municipal Utility District currently owns approximately 271.82 acres of land located in the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District intends to develop said property as a master-planned, mixed-use development that will include Public Safety Service uses along with park and recreational facilities to serve the district; and,

WHEREAS, the city staff is now recommending authorization of a Consent and Development Agreement, that shall be binding upon Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Consent and Development Agreement with Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District will further the public interest and welfare and is necessary to promote opportunities for much needed new affordable housing.

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

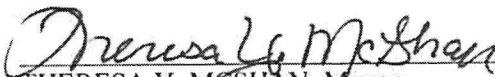
Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute the *Consent and Development Agreement with Qualico Developments (U.S.) Inc., a Delaware Corporation and Triada Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

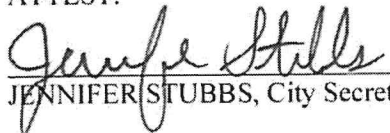
Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the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

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

PASSED AND ADOPTED this 7th day of May 2024.


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:


JENNIFER STUBBS, City Secretary



**DEVELOPMENT AND CONSENT AGREEMENT
(Triada)**

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL BY THESE PRESENTS:

THIS DEVELOPMENT AND CONSENT AGREEMENT ("Agreement") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Travis County, Texas, and **QUALICO DEVELOPMENTS (U.S.) INC.**, a Delaware Corporation ("Developer"). **TRIADA MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district of the State of Texas (the "District") to be created will join this Agreement as set forth below and, after such joinder, shall become a party to this Agreement. In this Agreement, the City, District and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

INTRODUCTION

WHEREAS, the Developer currently owns or has under contract to purchase approximately 271.82 acres of land that is more particularly described in **Exhibit "A"** attached hereto (the "Property"), a portion of which is currently located in the corporate boundaries of the City and the remainder of which is located in the extraterritorial jurisdiction of the City;

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

WHEREAS, the Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit "B"**, attached hereto and made a part hereof ("Joinder Agreement"). The District shall execute such Joinder Agreement at the time of its organizational meeting.

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

**I.
DEFINITIONS**

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

- 1.01 "Agreement" means this Development and Consent Agreement between the City, Developer, and, upon joinder, the District.
- 1.02 "Applicable Rules" means the City's or County's rules and regulations applicable to the Project, subject to any variances or exceptions approved in or pursuant to this Agreement.
- 1.03 "Aqua" means Aqua Water Supply Corporation.
- 1.04 "Water CCN" means certificate of convenience and necessity for water service.
- 1.05 "CCN Release Fee" means the payment to Aqua in order to release the Property from Aqua's Water CCN service territory.
- 1.06 "City" means the City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas, with extraterritorial jurisdiction extending into Bastrop and Travis Counties, Texas.
- 1.07 "City Manager" means the City Manager of the City.
- 1.08 "Commission" or "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.
- 1.09 "Concept Plan" means the concept plan for development of the Property that is attached as Exhibit "C".
- 1.10 "Consent Resolution" means the form of Consent Resolution attached as Exhibit "F" to be adopted by the City Council simultaneously with the approval of this Agreement consenting to the inclusion of the Property into the District.
- 1.11 "County" means Travis County, Texas.
- 1.12 "Developer" means Qualico Developments (U.S.), Inc., or its successors and assigns under this Agreement.
- 1.13 "District" means Triada Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
- 1.14 "Eagle's Landing Phase 5" means a portion of the Property consisting of approximately 34.715 acre tract of land owned by Developer, locally known as Eagle's Landing Phase 5 and more particularly described in Exhibit "D", that is currently located within the City's municipal boundaries pursuant to adopted Ordinance No. 2022-07-05-22, recorded as Document No. 2022124697 of the Real Property Records of Travis County, Texas.
- 1.15 "On-Site Interceptor Line" means the wastewater improvements that will connect the Project to the City's Wastewater System, generally consisting of approximately 5,067 linear feet of 8-inch wastewater gravity line and 151 lineal feet of 12" improvements and related appurtenances that would extend from the City's existing wastewater facilities (planned or actual) located on the south side of FM 1100, extending to the northern boundary of the Property, but which does not include any portion of the 8" collection lines lying within the Property, as more particularly described and depicted in Exhibit "E-3" attached hereto.

- 1.16 "Effective Date" means the last date of execution of this Agreement by the City and Developer.
- 1.17 "Public Safety Services Site" shall have the meaning set forth in Section 7.03 of this Agreement.
- 1.18 "Living Unit Equivalent" or "LUE" means the capacity necessary to serve a single-family residential connection or its equivalent.
- 1.19 "WWTP #2" means wastewater treatment plant No. 2 to be constructed by the City.
- 1.20 "Off-Site Water Transmission Line Improvements" means the 12 inch off-site water transmission line improvements to connect the Property to the City's water system, as more particularly described in Exhibit "E-1" attached hereto.
- 1.21 "Off-Site Wastewater Conveyance Line Improvements" means the 12-inch diameter off-site wastewater conveyance line improvements to connect the Elm Creek Lift Station to the City's New WWTP, as more particularly described in Exhibit "E-2", attached hereto, City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022
- 1.22 "On-Site Facilities" means all water, wastewater and drainage facilities internal to the Property that are necessary for providing service throughout the Property, specifically excluding the Interceptor Line.
- 1.23 "Petition" means the Developer's request to the City for consent to creation of, and inclusion of the Property within, the District.
- 1.24 "Project" shall have the meaning set forth in the Recitals of this Agreement and further described in Section 3.01.
- 1.25 "Property" means the approximate 271.82-acre tract of real property more particularly described in Exhibit "A" attached hereto, which includes Eagle's Landing Phase 5.
- 1.26 "Strategic Partnership Agreement" means the Strategic Partnership Agreement to be entered into by the City and the District.
- 1.27 "Wholesale Wastewater Services Agreement" means the Wholesale Wastewater Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale wastewater services to the District.
- 1.28 "Wholesale Water Services Agreement" means the Wholesale Water Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale water services to the District.

II. CREATION OF DISTRICT AND RELATED MATTERS

2.01 Consent to Creation of District. The City acknowledges receipt of the Petition, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as Exhibit "F" consenting to the inclusion of all of the Property within the proposed District, and the creation of the

District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

2.02 Eagle's Landing Phase 5. It is understood that all or a portion of the Eagle's Landing Phase 5 may be covered by that certain Agreement and Development Plan dated August 9, 2022 and recorded as Document No. 2022169949 of the Official Public Records of Travis County, Texas ("PDD Agreement"). The City agrees to take any and all necessary steps to de-annex Eagle's Landing Phase 5 from the City's jurisdiction and to fully cooperate in securing the complete release of the PDD Agreement and any associated development agreements, including executing any documents to that effect. By adoption of the Consent Resolution, the City agrees that the Eagle's Landing Phase 5 may be included within the District either at the time of its creation or by subsequent annexation, and that no further City consent to the annexation will be required; however, the City agrees to provide a resolution evidencing such consent if requested to do so by the Developer or by the District.

2.03 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs.

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

2.05 Joinder of Agreement by District. At its organizational meeting, the District's Board of Directors shall approve and join this Agreement by execution of the Joinder Agreement in the form attached hereto as **Exhibit "B"**, and return a fully executed, certified copy of the Joinder Agreement to the City Manager and Developer within thirty (30) days after the meeting.

III. PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

3.01 Project Description. The Developer proposes to construct a master-planned, mixed-use, multi-phased project on the Property (the "Development") that is projected to include approximately 875 single family residential units and two (2) community or civic sites for a total of 934 living unit equivalents ("LUEs") of water and 909 living unit equivalents ("LUEs") of wastewater. Not less than seventy-seven (77) acres of the Property shall be developed as a public sports complex, amenity parkland/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and passive and active use facilities (see Section 3.04); (ii) approximately 1.5 acres to be dedicated to the City & 1.1-acres to be dedicated to Aqua Water Supply Corporation for public safety services and an elevated water storage tank and appurtenances, both of which will share access driveways off of Triada Boulevard and FM 1100 and (iii) approximately 15.3 acres of land to be for the purpose of a multi-sports recreational complex, and (iv) approximately 3.8 miles of hike and bike trails. Developer shall construct the sports complex, amenity area, trail and recreational improvements in phases as subdivision platting and development of the Property progresses, and there shall be no minimum park, open space or recreational requirement in each individual subdivision phase.

3.02 School Contribution. Developer agrees to pay to the City payment in an amount equal to \$200 per single family lot platted within the Property to be used by the City for the benefit of the independent school district serving the Property. Payment shall be made prior to, and as a condition of, recording each subdivision plat within the Official Public Records of the County. In each case, the payment amount shall be equal to the \$200 multiplied by the number of single family lots in the subdivision plat to be recorded.

3.03 Developer's Road Construction Obligations.

(a) **Transportation Improvements.** Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Project, particularly as it relates to the impact on FM 1100 & County Line Road. The TIA will consider impacts of the entire Project based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any off-site transportation improvements not identified by the TIA as it deems warranted and appropriate. It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Project. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Project on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Project necessitates such improvements as set forth in the TIA. Any determination of such proportionate share responsibilities must be consistent with the requirements of applicable law.

(b) The Parties agree that streets will be required to serve the Project. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Project that are necessary to serve the Project. The District will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located therein for operation and maintenance, upon construction and dedication by the Developer. The provisions of this Section do not apply to the major arterial roadway between Carlson Lane and FM 1100.

(c) **Carlson Lane Right-of-Way Dedication.** Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of Carlson Lane Road along the entirety of the Property that abuts Carlson Lane Road. The right-of-way dedication shall not exceed ten-feet (10') in width, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(d) **FM 1100 Right-of-Way Dedication.** Developer will dedicate public right-of-way to TxDOT for the expansion of FM 1100 along the entirety of the Property that abuts FM 1100. The right-of-way dedication shall not exceed fifteen-feet (15'), except in areas of deceleration lanes, which may require an additional six-feet (6') in width and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

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

(f) The Developer shall design and construct the major arterial roadway improvements located between FM 1100 and Carlson Lane and Sharecropper Drive access to Homestead 1 to City of Elgin criteria. The City of Elgin shall inspect all infrastructure and street improvements at the time of installation. Upon completion, the City will inspect the improvements and issue a punch list, which the Developer will complete to the satisfaction of the City of Elgin. The City will accept the improvements and become responsible for maintenance of the improvements.

3.04 Swimming Pool and Recreational Amenities. As part of the Project, Developer shall fund and construct a swimming pool and recreational center amenity complex on approximately 6.4 acres of land within the Property. Construction level plans have not been drawn for this facility, but Developer anticipates the following passive and active uses as part of the private recreational facilities, which is subject to change: a fitness facility, resort-style pool with a water slide and a shallow ledge for loungers, a playscape with an overhead shade structure for the young kids, two half-court basketball courts, a zip line, a dog park and tent camping spaces along the open space trails that can be reserved by residents. Upon completion of construction, the Developer may convey the facilities to the District or to a homeowners' association for ownership, operation and maintenance. Private lands and facilities conveyed to a homeowners association do not count towards the City's parklands dedication requirement.

3.05 Master Development Fee

(a) **Master Development Fee.** As consideration for this Agreement, Developer agrees to pay the City a master development fee in an amount equal to \$1,487,500 (the "Master Development Fee"), to be payable partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 3.05(c) below. The District, however shall not be obliged to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible. As more particularly provided in Section 4.03 below, an increase in the number of housing units in the Project may increase the Master Development Fee.

(b) **Master Development Fee Payments.** The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each

successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances of timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

(c) Advance Payments. The initial \$300,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$100,000 payments shall be due and owing on the same day of each year thereafter. Each \$100,000 payment shall be credited against the Master Development Fee. These advance payments shall be in place of the initial \$300,000 payments that would be made out of bond proceeds, such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection 3.05(b) on the initial \$3,000,000 of bond reimbursements received by Developer.

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

(a) The City will provide or contract for the provision of wholesale water utility services to the District sufficient to serve the lands uses shown on the Concept Plan, and shall specifically provide for wholesale water service to be furnished to the District as necessary to meet demands within the District as buildout progresses as designed by CBD Engineering, which calculate the line size required to serve the District as a 12". CBD's design includes the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the water rates pursuant to 13.043, Texas Water Code.

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

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

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

(d.) Developer may pursue the installation of one (1) water well on the property to specifically be used to provide make up water the pond in the center of the property. There shall be no other potable or non-potable uses of this water.

3.07 Off-Site Water Transmission Line Improvements.

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

(b) In consideration of the design, permitting and construction of the Off-Site Water Transmission Line Improvements, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 934 LUEs of capacity in the Off-Site Water Transmission Line Improvements. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Off-Site Water Transmission Line Improvements as permitted by applicable law.

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

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

(e) Impact Fee & Tap Fee Costs.

(i) In consideration for Developer's cost participation in the payment Off-Site Water Transmission Lines as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which

the initial final plat of a portion of the Property is approved by the City, the water impact fee and the water tap fee payable to the City for each LUE of water service to the Project will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the water impact fee and/or the water tap fee in effect at the time of City approval of the final plat of the portion of the Property to which such LUEs of water service relate, whichever is less. The water impact fee paid for each new single family residential water connection to the District's water system (that is not credited) shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known.

3.08 Wastewater Service. The City shall be the wholesale wastewater service provider to the District pursuant to the Wholesale Wastewater Services Agreement. As wholesale service provider, the City shall operate, maintain, and repair all components of the wastewater system located outside the boundaries of the District. The rates charged by the City for wholesale wastewater service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into the Wholesale Wastewater Services Agreement with the District with the following terms:

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

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

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

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

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

(e) Impact Fees & Tap Fees.

(i) In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Conveyance Line as described in this Agreement, the

Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

3.09 On-site Wastewater Interceptor Line.

(a) The On-Site Interceptor Line as shown in **Exhibit "E-3"** is required for the City to provide wholesale wastewater services to the District. The Interceptor shall be funded and constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In consideration of the design, permitting and construction of the On-Site Interceptor Line, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 909 LUEs of capacity in the Interceptor as it leaves the property. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Interceptor as permitted by applicable law.

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

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

WWTP #2.

(e) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("WWTP #2"). The Parties anticipate that WWTP #2 will be sized and built to dispose of 2.0MGD of wastewater generated by future developments in the City of Elgin, including the Project. In the interim, the Parties agree that the City will accept all wastewater generated from the Project at the City's current wastewater facilities. The Parties further agree that once WWTP #2 is constructed and in service that all District wastewater flow shall be

diverted by the City in a timely fashion to WWTP #2. The Parties further agree that once WWTP #2 is constructed and in operation, neither the Developer nor the District shall be responsible for the costs of modifying the City's wastewater system to divert and convey the wastewater flow generated from the Project to WWTP #2 with the exception of the Off-Site Wastewater Line Improvements.

(f) The Developer on behalf of the District will pay a pro-rata share of all costs associated with the construction of WWTP #2, Off-Site Wastewater Conveyance Line, and all related appurtenances. Provided, however that the City shall bear the responsibility of the actual design, permitting and construction of WWTP #2 and Off-Site Wastewater Conveyance Line. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the Developer and/or District in acquiring the land or easement rights necessary for the Interceptor Line.

(g) WWTP #2 Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum, regarding City of Elgin Wastewater Treatment Plant No. 2, dated September 7, 2022 from TRC Engineers, Inc., it is estimated that the required WWTP capacity to serve the Project at full build-out will be 0.2227 MGD. The 0.2227 MGD is the pro rata share of the WWTP attributable to the Project and payable by the Developer and/or District.

(h) Off-Site Wastewater Conveyance Line Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum by CBD (Developer's Engineer) (Exhibit "E"), it is estimated that the required Off-Site Wastewater Conveyance Line capacity to serve the Development at full build-out will be the equivalent of a 12-inch diameter line. The costs associated with a 12-inch line is the pro rata share of the Off-Site Wastewater Conveyance Line attributable to the Development and payable by the Developer and/or the District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 2,640 linear feet.

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

(j) Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct WWTP #2, Off-Site Wastewater Conveyance Line Improvements, and the On-Site Interceptor Line with capacity to serve 2.0 MGD regional wastewater conveyance and treatment needs. All additional costs to construct WWTP #2 with capacity over 0.2227 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.2227 MGD in WWTP #2 will be reserved for and allocated to the District or Developer on behalf of the District.

(k) The Developer's portion of the costs for WWTP #2 and Off-Site Wastewater Conveyance Line construction shall be paid within 30 days of receiving an approved pay application from the City or as described in an escrow agreement entered into by the Developer and the City. The Developer, on behalf of

the District, shall keep an escrow account or letter of credit or other security in an amount reasonably determined by the Parties to be sufficient to guarantee payment of its pro-rata share during construction. If the Developer posts a letter of credit in an amount and from a financial institution approved by the City, then the City agrees that Developer may pay for its pro rata share of costs of WWTP #2 and Off-Site Wastewater Conveyance Line on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to allow reduction of the amount of the letter of credit from time to time as requested by Developer such that remaining amount of the letter of credit reflects Developer's pro-rata share of the remaining costs of WWTP #2 and Off-Site Wastewater Conveyance Line.

(l) WWTP #2 Plans. WWTP #2 will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for WWTP #2 (the "WWTP #2 Plans"). the City Engineer will submit a set of WWTP #2 Plans to the Developer and, if fully created at the times WWTP #2 Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review WWTP #2 Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve WWTP #2 Plans or provide written comments within this thirty (30)-day period, WWTP #2 Plans will be deemed approved by the party failing to respond. No changes that would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to WWTP #2 Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

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

(n) Commencement of Construction on WWTP #2. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of WWTP #2 no later than when the District or Developer on behalf of the District awards a construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the permanent New

WWTP being available to the Property and any delays in completion of WWTP #2 shall not alter the City's obligation to furnish wholesale wastewater service to the District.

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

(p) Bidding and Contract Awards. The contract for construction of WWTP #2 and Off-Site Wastewater Conveyance Line will be advertised for bid by the City in accordance with all applicable legal requirements, including Chapter 252, Texas Local Government Code and awarded by the City to any responsible person or persons that, in the City's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plants, improvements, facilities, works, equipment, and appliances. The City agrees also to follow the TCEQ bidding procedures applicable to Conservation and Reclamation Districts, including Texas Water Code Chapter 49, Subchapter I, and all other applicable regulations such that the Developer's rights to reimbursement through the District remain intact.

(q) Construction. WWTP #2 and Off-Site Wastewater Conveyance Line will be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Developer or the District may, at its own expense, inspect the construction at any time or phase during the construction.

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

(s) Ownership of Facilities. Upon completion, WWTP #2 and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.2227 MGD of capacity in WWTP #2 and the equivalent capacity of a 12-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Project shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the District. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third-party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

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

of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

IV. CONCEPT PLAN

4.01 Phased Development. Developer intends to develop the Property in phases as generally shown on the Concept Plan. Any portion of the Property not under active development may remain in use for agriculture, wildlife or open space.

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

4.03 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to five percent (5%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 3.04 hereof of \$1,700 per single-family residential lot, payable as provided for in Section 3.04.

4.04 Development Review and Approval; Moratorium.

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

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

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

V. DEVELOPMENT MATTERS

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

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

5.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain development requirements set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with Exhibit "G", attached hereto and made a part hereof.

VI. WATER AND WASTEWATER SERVICES

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

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

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

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

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

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

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

6.03 Water CCN. The Parties acknowledge that the Property is currently located within the Aqua Water CCN. Developer or the District shall pay all costs and expenses required to remove the Property from the Aqua Water CCN, including the CCN Release Fee and the costs of any petition or request filed with the Public Utility Commission of Texas to remove the Property from the Aqua Water CCN. The amount of the CCN Release Fee total shall be \$1,219,238.28 (or \$4,485 per acre), or such other sum agreed upon by Aqua. Subject to payment of the CCN Release Fee by Developer or District, the City agrees to fully cooperate with Developer and the District to cause decertification of the Property from the Aqua Water CCN. The Developer, at the time of final plat, shall pay the City of Elgin \$4,485 per acre for the area within the final plat for areas outside the previously agreed upon acreage outside "Eagles Landing Phase 5" (237.128-acres) and \$3,900 per acre for the area within the final plat for areas within the previously agreed upon acreage "Eagles Landing Phase 5" (34.72-acres).

6.04 Aqua Concessions. The Developer, on behalf of the District and at the Developer's sole expense, shall grant Aqua a new 20 foot wide dedicated easement along the length of property fronting FM 1100; shall grant Aqua a new 20 foot wide dedicated easement along the length of the western most property line of the development; dedicate a future tank site to Aqua at the southwestern most corner of the development along the frontage of FM 1100 no smaller than 1 acre and no greater than 1.5 acres, all of which are shown in Exhibit "E-5" attached hereto; Developer shall pay for any abandoned Aqua assets that are within the property boundaries (approximately 1,000 linear feet of 2" water line and two (2) customer meters bisection Parcel 477403) which the development will absorb. In addition, all site plans shall be provided to Aqua for review and approval, Developer shall provide encasements underneath proposed driveways/roadways within the granted easements. Prior to preliminary plat submittal, Aqua shall be notified sixty (60) days in advance for the opportunity to locate its assets at its own cost to confirm no other conflicts exist.

6.05 Design and Construction of On-Site Facilities. The Developer, on behalf of the District and at Developer's sole expense, shall construct all On-Site Facilities that are necessary and required to serve the Property, including the water distribution system improvements; wastewater collection system improvements; all of which such improvements shall be located within designated easements or rights of

way. The On-Site Facilities will be designed and constructed in accordance with the Applicable Rules in effect as of the Effective Date of this Agreement and the Water and Wastewater Services Agreement. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Property except as provided for in this Agreement and the Wholesale Water and Wastewater Services Agreements.

6.06 Ownership, Operation and Maintenance of On-Site Facilities.

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

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

6.07 Water Impact Fees.

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

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

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

6.09 Off-Site Real Property Acquisition. If Developer is unable to acquire any real property interests located outside the boundaries of the Property required for any water or wastewater facilities after using good faith efforts to do so and after providing the City with written notice, the City shall acquire the off-site real property interests, using its powers of eminent domain if necessary, at Developer's sole cost and expense; subject to the terms and conditions set forth herein. In connection therewith, the City agrees to use good faith efforts to acquire interim possession and use rights that allow Developer to access the properties and proceed with construction of the off-site water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the off-site real property interests, documenting its good faith efforts to secure the real property interests (including but not limited to offers, counteroffers, positions of the parties, valuation documentation, etc.),

and confirming its intent to construct the facilities, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the off-site real property interests. Developer shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer shall pay all costs and expenses incurred by the City relating to the acquisition of the off-site real property interests, including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within thirty (30) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer.

VII. PARKLAND, PUBLIC SAFETY SERVICES

7.01 Parkland, Greenbelt and Trails. As part of the Project, the Developer shall set aside and dedicate lands within the Property for public open space/greenbelt/recreational use as depicted in the Concept Plan. The greenbelt area shall be improved to include trailheads, benches, hiking trails and not less than seven parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit "H"**. Phasing lines depicted in **Exhibit "H"** also designate the Parkland, Greenbelt and Trails to be installed with that particular Phase of construction and will be installed concurrently with the infrastructure improvements in that Phase. The greenbelt lands and related improvements shall be dedicated to the District for ownership, operation and maintenance as public parkland. Developer will receive a 100% credit against the City's parkland dedication requirements for all lands dedicated to the District and located outside FEMA-designated floodplain, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required provided the Developer meets the minimum public parkland dedication requirements in effect as of the Effective Date of this Agreement.

7.02 Multi-Sport Recreational Complex. As part of the project, the Developer shall set aside and dedicate lands within the Property for a multi sports recreational complex (the "Complex") as depicted in the Concept Plan. The Complex will be included in the phasing provisions found in Section 4.03 of this Agreement. An opinion of probable cost ("OPC") from a licensed Design/Build Architect/Planner is attached as **Exhibit "I"**. The Developer will design, bid and construct the improvements associated with the Sports Complex based on the OPC but not to exceed the OPC by 10% and will Deed the Complex to the City once completed. The Complex will be completed during Phase 4 of the Project and will be complete within 120 days of the City's acceptance of the Phase 4 improvements. Further, Developer will not be required to incur costs greater than 110% of the OPC for completion of the Complex. If the plans for the Complex exceed such amount, then Developer may adjust the plans to adhere to such amount.

7.03 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of ~1.6 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 Project within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility.

The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

VIII. LIMITED PURPOSE ANNEXATION

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

IX. AUTHORITY AND VESTING OF RIGHTS.

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

9.02 Vesting of Rights. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several years. Likewise, the Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing City. As a result, Developer shall have statutory authority to develop the Property in accordance with the terms of this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code. This Agreement shall constitute the first permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code.

X. TERM, TERMINATION, AMENDMENT

10.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years unless, so long as neither party to this Agreement is in material default under

this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

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

10.03 Assignment.

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

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

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

10.04 Cooperation; Approvals.

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

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

10.05 Remedies for Default.

(a) If the City defaults under this Agreement, Developer may enforce the Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may

terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City's consent to the creation of the District.

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

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

XI. GENERAL PROVISIONS

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

ELGIN:

City of Elgin
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager
E-mail:citymanager@elgintexas.gov

With required Copy to:

Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574
E-mail: mark@hejllawfirm.com

DEVELOPER:

Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd., Suite 200
Pflugerville, Texas, 78660

Attn: Kevin Fleming
E-mail: kevin.fleming@qualico.com

With Copy To:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: William McLean
E-mail: bmclean@mcleanhowardlaw.com

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

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

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

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

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

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

11.06 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or any consistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

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

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

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

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

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

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

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

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

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

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

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

- Exhibit A - Description of Property**
- Exhibit B - Form of District Joinder Agreement**
- Exhibit C - Concept Plan**
- Exhibit D - Eagles Landing Description**
- Exhibit E - Wastewater Recommendation Memorandum**
- Exhibit E-1- Offsite Water Exhibit**
- Exhibit E-2 - City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022**
- Exhibit E-3 - On-Site Interceptor Line**
- Exhibit E-4 Aqua EST Site and Easements**
- Exhibit F - Form of Consent Resolution**
- Exhibit G - Variances to City Development Code**
- Exhibit H - Parks Plan**

Exhibit I - Sports Complex Site Plan & OPC
Exhibit J - Signage Plan
Exhibit K - N/S Arterial Street Cross Sections

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

[The remainder of this page intentionally left blank.]

ATTEST:

Janice Hills
City Secretary

CITY OF ELGIN:

By: *[Signature]*
Printed Name: Thomas L. Mattis
Title: CITY MANAGER
Date: 5/9/2024

ACKNOWLEDGEMENT

STATE OF TEXAS

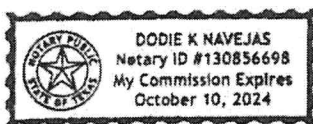
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COUNTY OF Bastrop

This instrument was acknowledged before me on the 9th day of May,
2024, by Thomas L. Mattis, City Manager of the
City of Elgin, on behalf of said municipality.

(Seal and Expiration)

Dodie K. Navejas
Notary Public, State of Texas



DEVELOPER:

Qualico Developments (U.S.), Inc., a Delaware corporation

By: LaNelle Deardorf

Printed Name: LaNelle Deardorf - Vice President

Title: _____

Date: 4/22/2024

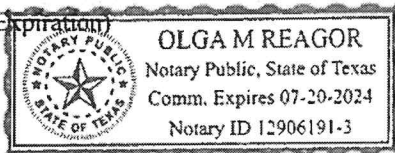
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22ND day of April, 2024, by LaNelle Deardorf, VICE PRESIDENT of QUALICO DEVELOPMENTS (U.S), INC., a Delaware corporation.

(Seal and Expiration)



Olga M Reagor
Notary Public, State of Texas

**EXHIBIT "A" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF PROPERTY**

METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Surveyed by:



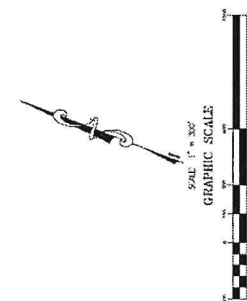
3/5/24

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



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

CLIMSON LANE (50' R.O.W.)



ARE THE UNDISPOSED MEMBERS OF THE BOARD OF DIRECTORS OF INDIANAPOLIS CITY DISTRICT, TO HERBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE DISTRICT.

507

1007300

501239

2000

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE DAY OF

2007/07/19

Line feeds		
line #	length	percent
27	17085	26.944278
28	25068	39.121206

Curve Data				
Curve #	Length	Width	Core Length	Support
1	517.45	112.00	512.45	118.70
2				118.70

THESE ARE THE REASONS WHY THE COMPANY HAS BEEN SUCCESSFUL IN THE MARKET FOR THE PAST FEW YEARS. THE COMPANY HAS BEEN SUCCESSFUL IN THE MARKET FOR THE PAST FEW YEARS.

LEARN'S RULE: TRANS COORDINATE SYSTEM. CYNTHIA TONE (COUNCIL NORTHERN)



Carlson, Brigrance & Doering, Inc.

◆	Chief Executive and Managing Director, Williams & Morrow	◆	Secretary
◆	Managing Director, Williams & Morrow	◆	Assistant, Treasury Dept.
◆	Managing Director, Williams & Morrow	◆	Chief Executive, Williams & Morrow

J:\AC30\5535--022\Survey\MUD EXHIBIT -- 271.62 ACRES

**EXHIBIT "B" TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF JOINDER AGREEMENT**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of February 4, 2025, is executed by TRIADA MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Consent and Development Agreement (the "Development Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and Qualico Communities (U.S.), Inc. a Delaware corporation ("Developer"), dated effective as of May 7, 2024. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Development Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and Developer:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.
2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.
3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Travis County, Texas.

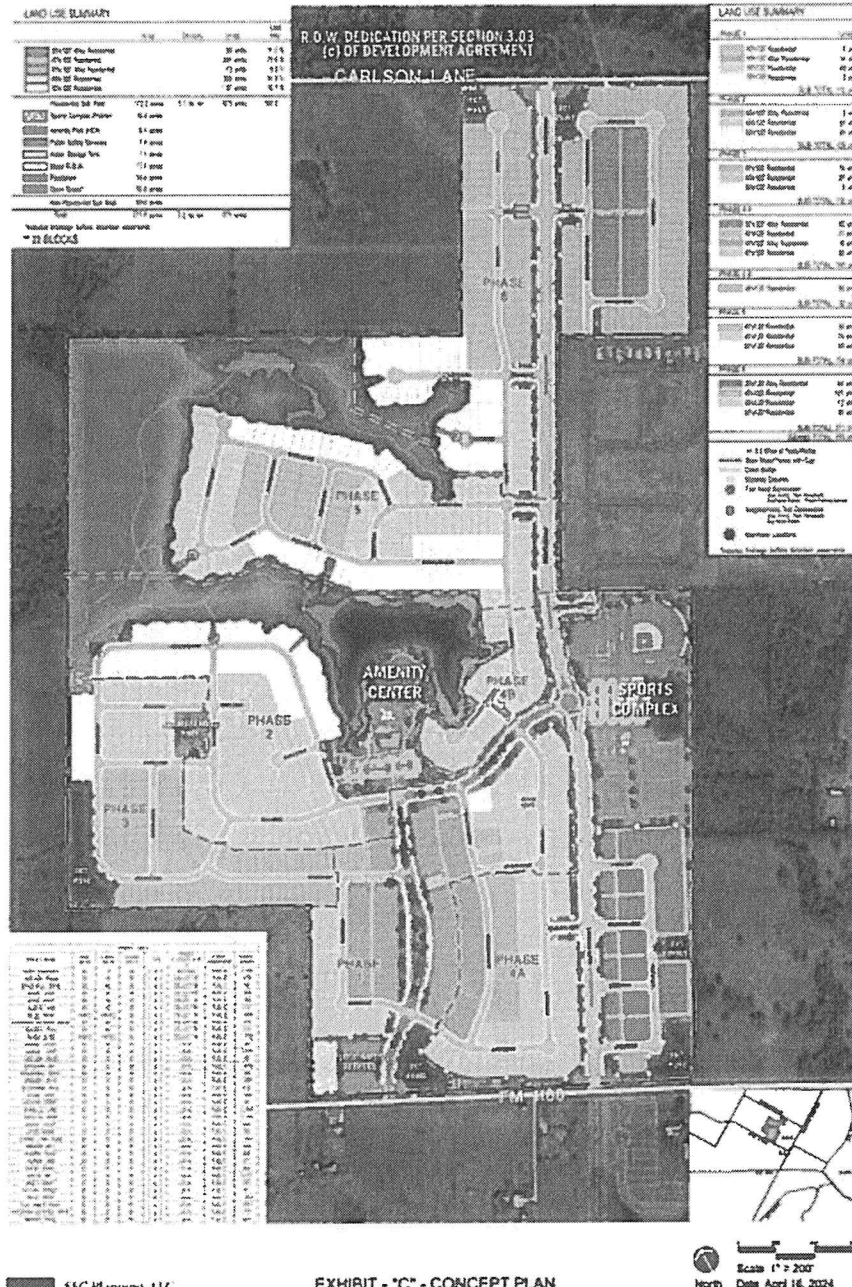
IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

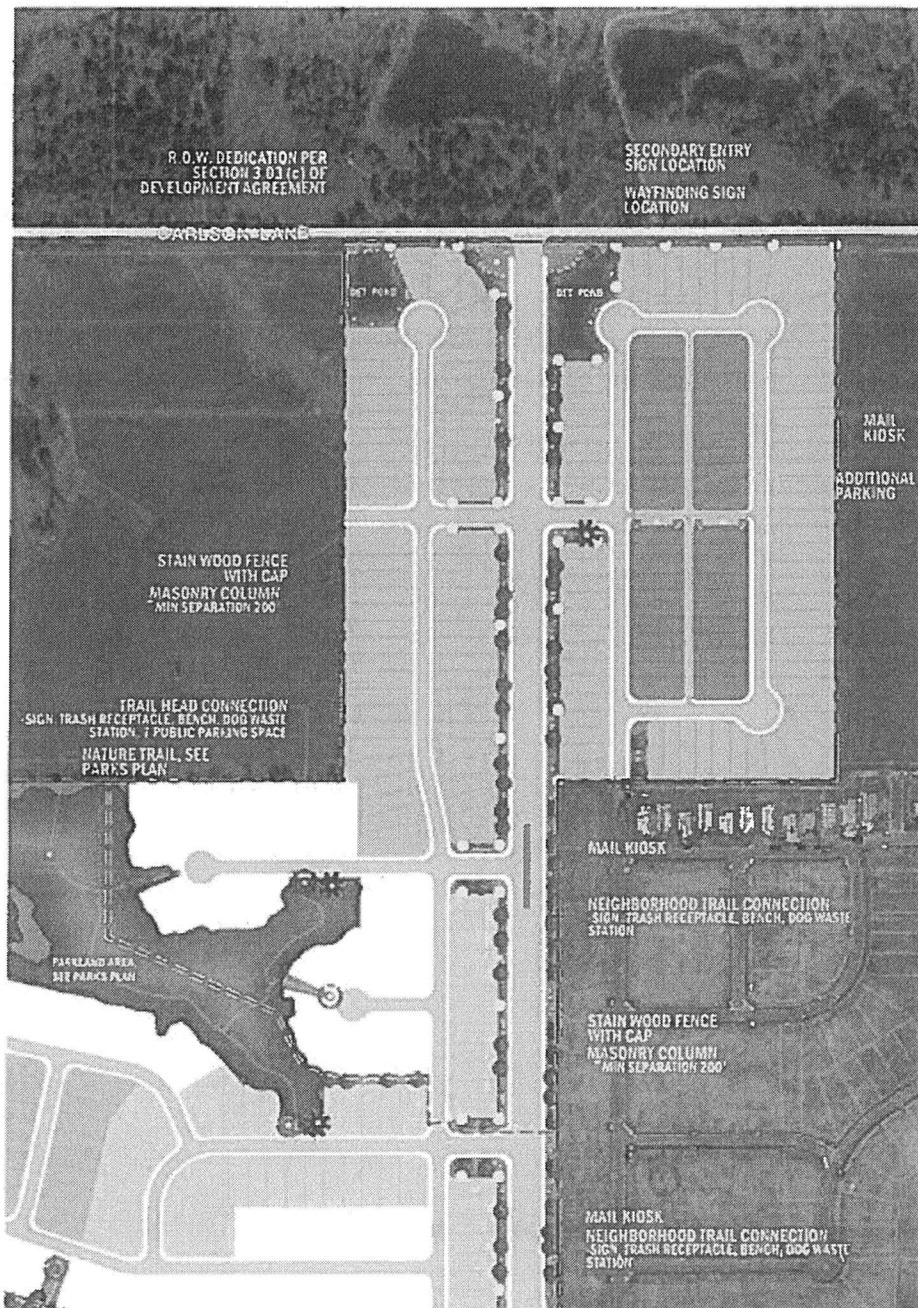
TRIADA MUNICIPAL UTILITY DISTRICT

By: Gary Newman
Name Printed: Gary Newman
Title: President

[Signature]
Secretary

EXHIBIT "C" TO CONSENT AND DEVELOPMENT AGREEMENT CONCEPT PLAN



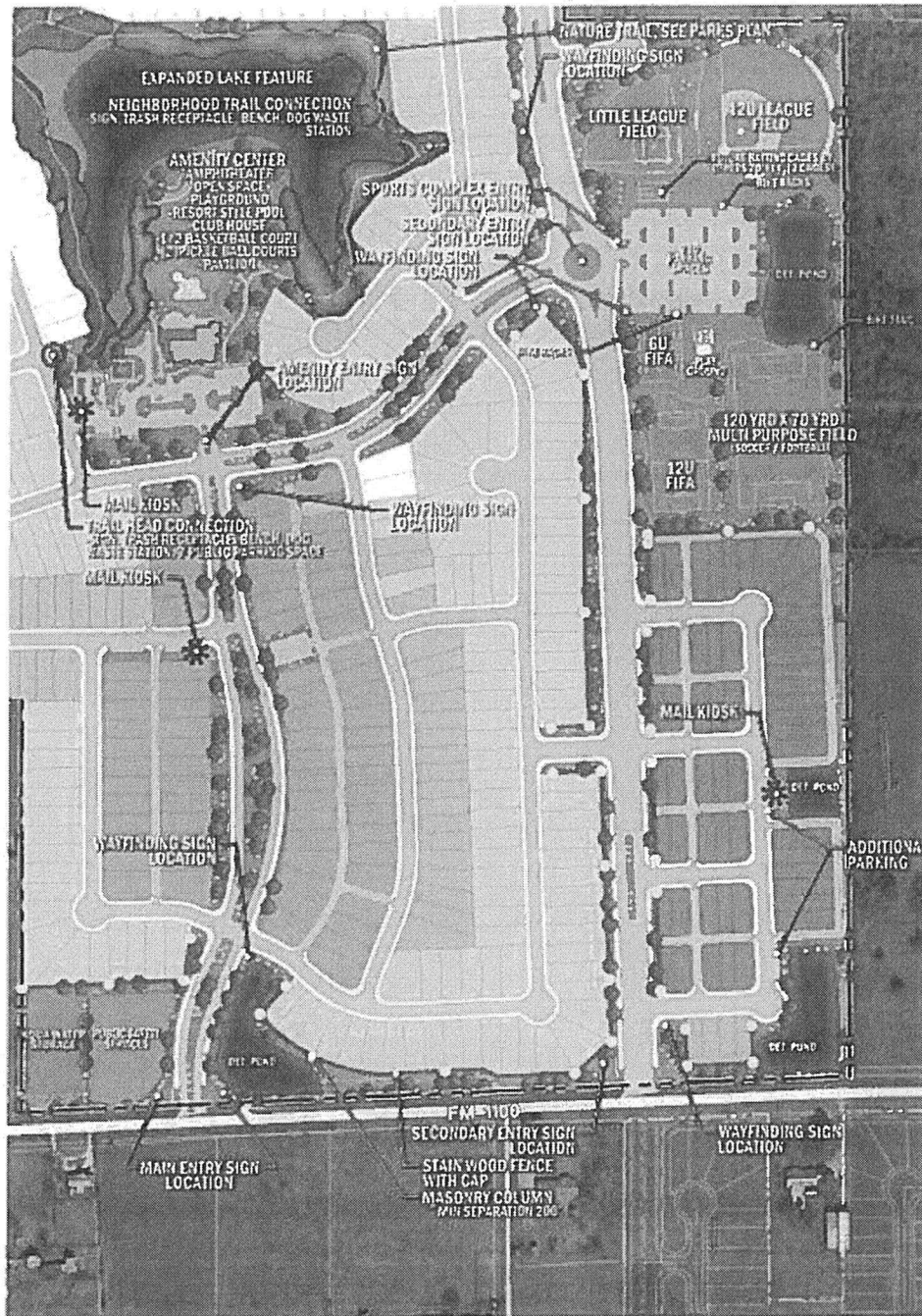


SEC Planning, LLC
 Landscape Architecture & Engineering
 10000 E. 10th Ave. Suite 100
 Elgin, Texas 75840
 Phone: (940) 241-1111
 Fax: (940) 241-1112
 Email: info@secplanning.com

SHEET 1
TRIADA
 ELGIN, TEXAS

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

THIS PLAN IS PREPARED BY SEC PLANNING, LLC FOR THE USE OF THE CLIENT. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.



SEC Planning, LLC
 10000 E. 11th Street, Suite 100
 Elgin, Texas 78742
 Phone: (512) 465-1111
 Email: info@secplanning.com

SHEET 2
TRIADA
 ELGIN, TEXAS

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

THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT A GUARANTEE OF ACCURACY. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.

**EXHIBIT "D" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF EAGLES LANDING TRACT**



Eagles Landing Phase 5
Travis County, Texas

D&A Job No. 913-005
May 6, 2022

METES & BOUNDS DESCRIPTION

BEING 34.72 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 34.72 ACRE TRACT, AS CONVEYED HAGN FAMILY PARTNERSHIP, RECORDED IN VOLUME 13334, VOLUME 0050, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID 34.72 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 34.72 acre tract, and the northwest corner of a called 35.94 Acre tract, as conveyed to Hagn Family Partnership, recorded in Document Number 2019007565 [O.P.R.T.C.T.], same being in the southwest right-of-way of said Carlson Lane (50-foot right of way);

THENCE, leaving said southwest right-of-way of Carlson Lane, and continuing with the common line of said 34.72 acre tract and said 35.94 acre tract, S26°41'48"W, a distance of 1281.86 feet to a point for southeast corner of said 34.72 acre tract and in the north line of Homestead Estates Unit 2 Plat, as recorded in Document Number 202100260 [O.P.R.T.C.T.];

THENCE, N63°13'02"W with the common line of said Homestead Estates Unit 2 Plat, and the northeast line of of a called 75.71 acre tract of land described in Document Number 2021131000, a distance of 1,179.96 feet to a 1/2-inch iron rod found for the southwest corner of said 34.72 acre tract and being the southeast corner of a called 34.715 acre tract described to Joy L. Schiller, recorded in Document Number 200612785 [O.P.R.T.C.T.];

THENCE N26°44'55"E, leaving the northeast line of said 75.71 acre tract and continuing with the common line of said 34.72 acre tract and said 34.715 acre tract, a distance of 1,282.87 feet to a point for the northwest corner of said 34.72 acre tract and the northeast corner of said 34.715 acre tract, same being on the said southwest right-of-way of Carlson Lane,

THENCE S63°10'05"E, with the common line of said 34.72 acre tract and aforementioned southwest right-of-way of Carlson Lane, a distance of 1,178.50 feet to the POINT OF BEGINNING and containing approximately 34.72 acres.

(CONTINUED ON NEXT PAGE)



DOUCET

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values, and may be converted to surface by applying scale factor of 1.00008, Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

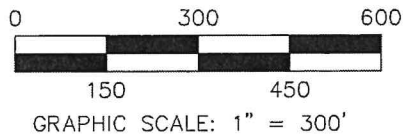
I, Surveyor Name, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

05/06/2022

Date

J. Dillon Fugate
Registered Professional Land Surveyor
Texas Registration No. 6360
Doucet & Associates
DFugate@DoucetEngineers.com
TBPELS Firm Registration No. 10105800





LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINE
	ADJOINER PROPERTY LINE
	1/2" IRON ROD FOUND [UNLESS NOTED]
	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS

JOY L SCHILLER
CALLED 34.715 ACRES
DOC. NO. 200612785
O.P.R.T.C.T.

34.72 ACRES
(1,512,200 SQFT)

LARRY H. AXELSON AND
MARY JO BENGTON
CALLED 34.715 ACRES
VOL.13334, PG. 0050
O.P.R.T.C.T.

P.O.B.

CARLSON LANE
S63°10'05"E 1,178.50'

N26°44'55"E 1,282.87'

S26°41'00"W 1,281.86'

HAGN FAMILY LIMITED
PARTNERSHIP, A TEXAS
LIMITED PARTNERSHIP
CALLED 35.94 ACRES
DOC. NO. 2019007565
O.P.R.T.C.T.

TIMOTHY NELLE
CALLED 75.71 ACRES
DOC. NO. 2021131000
O.P.R.T.C.T.

N63°13'02"W 1,179.96'

HOMESTEAD ESTATES UNIT 2
DOC NO. 202100260
P.R.T.C.T.

34.72 ACRE
TRACT
EXHIBIT A

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS



DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date: 05/06/2022

Scale: 1" = 300'

Drawn by: SWP

Reviewer: DF

Project: 1028-006

Sheet: 3 OF 4

Field Book: N/A

Party Chief: ADM

Survey Date: 04/15/2022

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD88, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.9999230059285435.

UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.



05/06/2022
DATE

J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM



34.72 ACRE
TRACT
EXHIBIT A

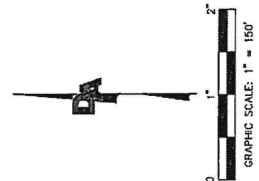
CITY OF ELGIN, TRAVIS
COUNTY, TEXAS



DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date: 05/06/2022
Scale: N/A
Drawn by: SWP
Reviewer: DF
Project: 1028-006
Sheet: 4 OF 4
Field Book: N/A
Party Chief: ADM
Survey Date: 11/20/20



FLOODPLAIN NOTE:
THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), AS SHOWN ON FLOOD PANELS NO. 15000-15001, 15002, 15003, 15004, 15005, 15006, 15007, 15008, 15009, 15010, 15011, 15012, 15013, 15014, 15015, 15016, 15017, 15018, 15019, 15020, 15021, 15022, 15023, 15024, 15025, 15026, 15027, 15028, 15029, 15030, 15031, 15032, 15033, 15034, 15035, 15036, 15037, 15038, 15039, 15040, 15041, 15042, 15043, 15044, 15045, 15046, 15047, 15048, 15049, 15050, 15051, 15052, 15053, 15054, 15055, 15056, 15057, 15058, 15059, 15060, 15061, 15062, 15063, 15064, 15065, 15066, 15067, 15068, 15069, 15070, 15071, 15072, 15073, 15074, 15075, 15076, 15077, 15078, 15079, 15080, 15081, 15082, 15083, 15084, 15085, 15086, 15087, 15088, 15089, 15090, 15091, 15092, 15093, 15094, 15095, 15096, 15097, 15098, 15099, 15100, 15101, 15102, 15103, 15104, 15105, 15106, 15107, 15108, 15109, 15110, 15111, 15112, 15113, 15114, 15115, 15116, 15117, 15118, 15119, 15120, 15121, 15122, 15123, 15124, 15125, 15126, 15127, 15128, 15129, 15130, 15131, 15132, 15133, 15134, 15135, 15136, 15137, 15138, 15139, 15140, 15141, 15142, 15143, 15144, 15145, 15146, 15147, 15148, 15149, 15150, 15151, 15152, 15153, 15154, 15155, 15156, 15157, 15158, 15159, 15160, 15161, 15162, 15163, 15164, 15165, 15166, 15167, 15168, 15169, 15170, 15171, 15172, 15173, 15174, 15175, 15176, 15177, 15178, 15179, 15180, 15181, 15182, 15183, 15184, 15185, 15186, 15187, 15188, 15189, 15190, 15191, 15192, 15193, 15194, 15195, 15196, 15197, 15198, 15199, 15200, 15201, 15202, 15203, 15204, 15205, 15206, 15207, 15208, 15209, 15210, 15211, 15212, 15213, 15214, 15215, 15216, 15217, 15218, 15219, 15220, 15221, 15222, 15223, 15224, 15225, 15226, 15227, 15228, 15229, 15230, 15231, 15232, 15233, 15234, 15235, 15236, 15237, 15238, 15239, 15240, 15241, 15242, 15243, 15244, 15245, 15246, 15247, 15248, 15249, 15250, 15251, 15252, 15253, 15254, 15255, 15256, 15257, 15258, 15259, 15260, 15261, 15262, 15263, 15264, 15265, 15266, 15267, 15268, 15269, 15270, 15271, 15272, 15273, 15274, 15275, 15276, 15277, 15278, 15279, 15280, 15281, 15282, 15283, 15284, 15285, 15286, 15287, 15288, 15289, 15290, 15291, 15292, 15293, 15294, 15295, 15296, 15297, 15298, 15299, 15300, 15301, 15302, 15303, 15304, 15305, 15306, 15307, 15308, 15309, 15310, 15311, 15312, 15313, 15314, 15315, 15316, 15317, 15318, 15319, 15320, 15321, 15322, 15323, 15324, 15325, 15326, 15327, 15328, 15329, 15330, 15331, 15332, 15333, 15334, 15335, 15336, 15337, 15338, 15339, 15340, 15341, 15342, 15343, 15344, 15345, 15346, 15347, 15348, 15349, 15350, 15351, 15352, 15353, 15354, 15355, 15356, 15357, 15358, 15359, 15360, 15361, 15362, 15363, 15364, 15365, 15366, 15367, 15368, 15369, 15370, 15371, 15372, 15373, 15374, 15375, 15376, 15377, 15378, 15379, 15380, 15381, 15382, 15383, 15384, 15385, 15386, 15387, 15388, 15389, 15390, 15391, 15392, 15393, 15394, 15395, 15396, 15397, 15398, 15399, 15400, 15401, 15402, 15403, 15404, 15405, 15406, 15407, 15408, 15409, 15410, 15411, 15412, 15413, 15414, 15415, 15416, 15417, 15418, 15419, 15420, 15421, 15422, 15423, 15424, 15425, 15426, 15427, 15428, 15429, 15430, 15431, 15432, 15433, 15434, 15435, 15436, 15437, 15438, 15439, 15440, 15441, 15442, 15443, 15444, 15445, 15446, 15447, 15448, 15449, 15450, 15451, 15452, 15453, 15454, 15455, 15456, 15457, 15458, 15459, 15460, 15461, 15462, 15463, 15464, 15465, 15466, 15467, 15468, 15469, 15470, 15471, 15472, 15473, 15474, 15475, 15476, 15477, 15478, 15479, 15480, 15481, 15482, 15483, 15484, 15485, 15486, 15487, 15488, 15489, 15490, 15491, 15492, 15493, 15494, 15495, 15496, 15497, 15498, 15499, 15500, 15501, 15502, 15503, 15504, 15505, 15506, 15507, 15508, 15509, 15510, 15511, 15512, 15513, 15514, 15515, 15516, 15517, 15518, 15519, 15520, 15521, 15522, 15523, 15524, 15525, 15526, 15527, 15528, 15529, 15530, 15531, 15532, 15533, 15534, 15535, 15536, 15537, 15538, 15539, 15540, 15541, 15542, 15543, 15544, 15545, 15546, 15547, 15548, 15549, 15550, 15551, 15552, 15553, 15554, 15555, 15556, 15557, 15558, 15559, 15560, 15561, 15562, 15563, 15564, 15565, 15566, 15567, 15568, 15569, 15570, 15571, 15572, 15573, 15574, 15575, 15576, 1

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM,
CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983
(NAD83). 2011 ADJUSTMENT (EPOCH 2010) AND A
VERTICAL DATUM OF NAVD83, GEOID 12B. ALL
COORDINATE VALUES AND DISTANCES SHOWN ARE GRID
VALUES AND WILL BE CONVERTED TO SURFACE BY
USING THE SURFACE ADJUSTMENT FACTOR OF 1.00009.
UNITS: US SURFACE FEET.

CONTOUR INTERVAL = 1 FOOT

THEE SURVEY NOTE: THE CRITICAL ROOT ZONES (CRZ) SHOWN HEREON WERE DETERMINED BY USING THE TREE SURVEY GENERAL REQUIREMENTS OUTLINED IN SECTION 3.3.2 OF THE CITY OF AUSTIN'S TREE SURVEY STANDARDS OF THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL (CURRENT VERSION: SEPTEMBER 7, 2016).

*** NO SIGNIFICANT OR HERITAGE TREES EXIST WITHIN THE BOUNDARIES OF THIS SURVEY.

UTILITY NOTE: SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DUCT & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

LEGAL DESCRIPTION:

BEING 34.72 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY, NUMBER 65, ABSTRACT NUMBER 518, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 34.715 ACRE TRACT, AS CONVEYED TO LAIRY H. AXELSON AND MARY JO AXELSON BY GIFT DEED, RECORDED IN VOLUME 13334, PAGE 50, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.7.C.1.] SAID 34.72 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 34.72-acre tract, and the northwest corner of a called 35.94 Acre tract, as conveyed to Hogn Family Partnership, recorded in Document Number 2019007565 [O.P.R.I.C.], same being in the southwest right-of-way of said Carlton Lane (50-foot right of way);

THENCE, leaving said southwest right-of-way of Carlson Lane, and continuing with the common line of said 34.72 acre tract and said 35.94 acre tract, S26°41'00"W, a distance of 1,281.86 feet to a 1/2-inch iron rod with "DOUGLAS" cap set for the southeast corner of said 34.72 acre tract and in the north line of Homestead Estates Unit 2 Plat, as recorded in Document Number 202100260 [O.R.T.C.].

THENCE, N63.75°02'W with the common line of said Homestead Estates Unit 2 plat, and the northwest line of a called 75.71 acre tract of land described in Document Number 2021131000, a distance of 1,179.96 feet to a 1/2-inch iron rod found for the southeast corner of said 34.72 acre tract and being the southeast corner of a called 34.715 acre tract described to Joy L. Schaller, recorded in Document Number 200612785 [O.P.R.C.T.]

THENCE N26°44'35"E, leaving the northeast line of said 75.71 acre tract and continuing with a bearing of 34.72 acres tract and a distance of 1,178.50 feet to the northeast corner of said 34.72 acre tract, the northeast corner of said 34.72 acre tract and the northeast corner of said 34.72 acre tract, some being on the said southwest right-of-way of Carlson Lane, THENCE S30°10'05"E, with the common line of said 34.72 acre tract and said 34.72 acre tract, leaving the northeast line of said 34.72 acre tract, a distance of 1,178.50 feet to the POINT OF BEGINNING and containing approximately 34.72 acres.

JOY L SCHILLER
CALLED 34.715 ACRES
DOC. NO. 200612785
O.P.R.T.C.T.

TIMOTHY NELLE
CALLED 75.71 ACRES
DOC. NO. 2021131000
O.P.R.T.C.T.

34.72 ACRES
(1512200 SQFT)

LARRY H. AXELSON AND
MARY JO BENGTSON
CALLED 34.715 ACRES
VOL 13334, PG. 0050
O.P.R.T.C.T.

HAGN FAMILY LIMITED
PARTNERSHIP, A TEXAS
LIMITED PARTNERSHIP
CALLED 35.94 ACRES
DOC. NO. 2019007565
OPRTCT

HOMESTEAD ESTATES UNIT 2
DOC NO. 202100260
P.R.T.C.T.

APPROVED
By bhataway at 3:50 pm, Dec 08 2022

The Surveyor made all of our requested revisions. No additional revisions requested.

ALT/ANSPS SURVEY FOR A
34.72 ACRES
CITY OF ELGIN, TRAVIS
COUNTY, TEXAS



ALTA/NSPS CERTIFICATION:
TO: TACK WRC, LLC, PROMINENT
COMPANY AND INDEPENDENT BANK
TITLE, LLC, OLD REPUBLIC NATIONAL TITLE INSURANCE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (1, 2, 3, 4, 5, 6A, 6B, 7A, 7B1, 7C, 8, 11A, 11B, 13, 14, 16, 17, 18, AND 19.) OF TABLE A THEREOF.

Dillon Fugate
J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR

12/18/2022	DATE
------------	------

TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DEDICATEDENGINEERS.COM

Date: 12/08/2022

DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com

TBPE Firm Number: 3937
TBPEIS Firm Number: 10105800

[illegible]

**EXHIBIT "E" TO CONSENT AND DEVELOPMENT AGREEMENT
WASTEWATER RECOMMENDATION MEMORANDUM**



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

March 28, 2024

Triada

Wastewater Recommendation Memorandum

CBD No. 5585

Attachments: A – Concept Plan

B – Wastewater Capacity Calculations

C – Onsite Interceptor Line Exhibit

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

The following Wastewater Recommendation Memorandum summarizes the wastewater service calculations and exhibits for the proposed Triada development. The calculations are based on the City of Elgin and TCEQ design criteria assumptions and formulas. All calculations are in the preliminary stage and final calculations will be provided at later stages with the construction drawings.

Background:

Triada is a 271.82 acre tract located north of FM 1100 and south of Carlson Lane in the City of Elgin ETJ. There are a proposed 875 single family residential units, a sports complex, amenity park, public safety service site, and open space. A Concept Plan is located in **Attachment A**. A new offsite wastewater main is required to be designed and constructed from the existing City of Elgin wastewater infrastructure built with the Briarwood Development to the south, up to Triada. Wastewater capacity calculations are included in **Attachment B**. **Attachment C** shows the preliminary wastewater service layout from the Briarwood Development through Triada to Carlson Lane.

Wastewater Capacity and Sizing:

Standards and Assumptions Used:

- TCEQ wastewater flow criteria
- 245 gpd of wastewater flow per connection
- Infiltration Rate at 750 gpd per acre
- Design considerations for worst case under peak weather flows

Triada: 271 acres & 909 LUEs
761 gpm PWWF

Proposed 151 LF 12" pipe @ 0.40% is required to carry 761 gpm at 65% full

Proposed 5,067 LF 8" pipe @ 0.40% is required to carry 217 gpm at 57% full

See **Attachment B** for calculation details.

Wastewater Treatment Plant Expansion (Pro Rata Cost Share):

The City of Elgin is proposing construction of a Wastewater Treatment Plant #2 with a treatment capacity of 2.0 MGD. Triada has been determined to have a full build-out overall capacity of 0.2227 MGD and will contribute to the regional Wastewater Treatment Plant #2. A pro rata share of the improvement cost of the wastewater treatment plant will be paid by Triada, and will be equal to the 0.2227 MGD required by Triada as a percentage of the capacity of the City of Elgin Wastewater Treatment Plant #2.

Summary:

The wastewater calculations and attachments shown in this memorandum are based on the 271 acres and 909 living unit equivalent of the Triada development. TCEQ wastewater flow standards and assumptions were used in the capacity and sizing of the offsite wastewater line. Any changes to the lot count or design at a later date may impact the pro rata share and capacity outlined above and in the calculations.

Thank you and if you have any questions, please feel free to contact me at 512-280-5160 or bkelling@cbdeng.com.

CARLSON, BRIGANCE & DOERING, INC. (F-3791)



Brian Kelling Jr., P.E.

ATTACHMENT A

Concept Plan





Page 116 of 259



ATTACHMENT B

Wastewater Capacity Calculations

SUMMARY OF DEVELOPMENT LUE CALCULATION:

Single Family Detached Residential:	875 lots =	875 lues
Sports Complex:		15 lues
Amenity Center:		3 lues
Public Safety Service Site:	2.6 acres @ FAR = 0.20 = 22,650 sf. @ 1 lue/1440 sf =	16 lues

TOTAL LUES: 909 lues

WASTEWATER DEMAND: 909 lues

12" Wastewater Collector Calculations

Average Daily Flow: 909 lues x 245 gpd/lue = 222,705 gpd = 0.2227 MGD = 155 gpm ADWF

Peak Dry Weather Flow = ADWF x Pf (peaking factor) Assume Pf = 4.0

PDWF = 155 gpm x 4.0 = 620 gpm PDWF

Peak Wet Weather Flow = PDWF + Inflow/Infiltration (I/I)

I/I = 750 gal/day/acre x 271 acres = 141 gpm

PWWF = 620 gpm + 141 gpm = 761 gpm PWWF

12" pipe @ 0.40% will carry 761 gpm at 65% full

8" Wastewater Collector Calculations

Average Daily Flow: 260 lues x 245 gpd/lue = 63,700 gpd = 0.0637 MGD = 44 gpm ADWF

Peak Dry Weather Flow = ADWF x Pf (peaking factor) Assume Pf = 4.0

PDWF = 44 gpm x 4.0 = 176 gpm PDWF

Peak Wet Weather Flow = PDWF + Inflow/Infiltration (I/I)

I/I = 750 gal/day/acre x 79.34 acres = 41 gpm

PWWF = 176 gpm + 41 gpm = 217 gpm PWWF

8" pipe @ 0.40% will carry 217 gpm at 57% full

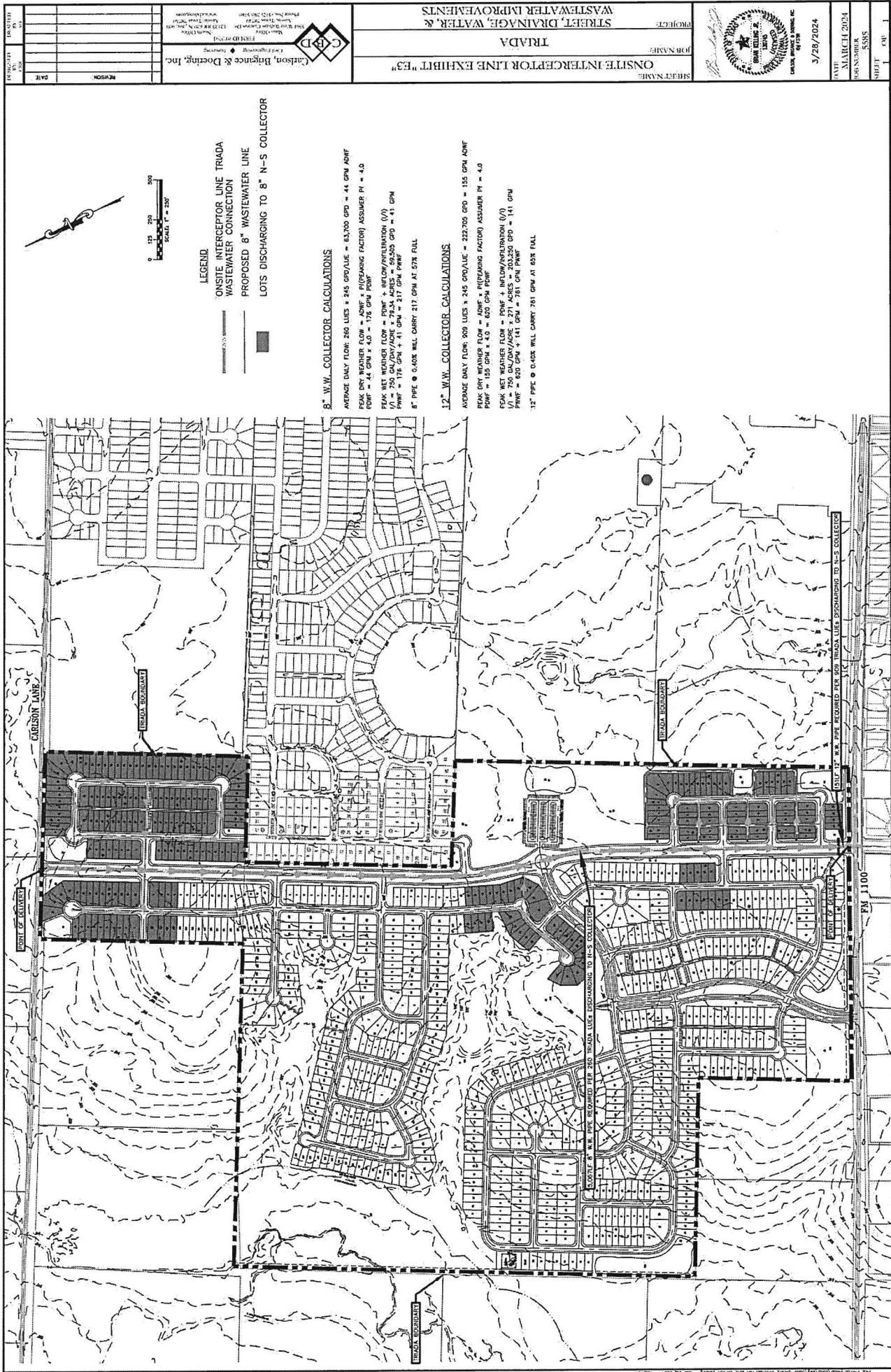


CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

3-28-24

ATTACHMENT C

Onsite Interceptor Line Exhibit



ATTACHMENT D

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

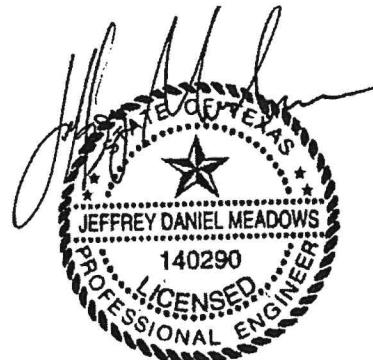


CITY OF ELGIN

WASTEWATER TREATMENT PLANT NO.2

SEPTEMBER 2022

09/07/2022



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

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APPENDICES

Exhibit A – Watershed & CCN Boundaries

Exhibit B – Development Map & Home Counts

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

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

1.0 INTRODUCTION

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

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

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

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

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

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

1.1 WASTEWATER FLOWS

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

2.0 WILLOW CREEK AND ELM CREEK WATERSHEDS

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

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

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

3.0 ELM CREEK WATERSHED

3.1 EXISTING LAND CONDITIONS

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

Table 3.1
Elm Creek Watershed

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

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

3.2 EXISTING SEWER PRODUCTION

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

Table 3.2
Flows Entering Elm Creek Lift Station

Average Flow		Peak Flow (GPM) ⁽²⁾
(gallons/day) ⁽¹⁾	(GPM)	
330,000	230	920

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

⁽²⁾ Represents four times the average flow.

3.3 FUTURE PRODUCTION WITHIN CCN

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

Table 3.3
Proposed & Under Construction Developments Within Elm Creek Watershed

Development	People per Household ⁽¹⁾	Approx. Residential Units	Flow per Residential Unit (GPD) ⁽²⁾	Average Flow (MGD)	Peak Flow (MGD)
Subdivisions Under Construction					
Harvest Ridge	2.46	1171	246	0.288	1.152
MUD 14		1108		0.273	1.090
Total		2279		0.561	2.242
Proposed Subdivisions & Developments					
Cano	2.46	8	246	0.002	0.008
Creek's Crossing		287		0.071	0.282
Eagles Landing Phase 3 & 4		215		0.053	0.212
Eagle's Landing Phase 5		215		0.053	0.212
Larson Tract		840		0.207	0.827
Briarwood		774		0.190	0.762
Lund Farms		2000		0.492	1.968
Poth Tract		106		0.026	0.104
Northside Meadows		229		0.056	0.225
Stone Creek Ranch		407		0.100	0.400
Total		5110		1.250	5.00
Combined Total		7389		1.811	7.242

⁽¹⁾ From Impact Fee Study.

⁽²⁾ People per home times avg. production of 100 gallons per person per day.

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

3.4 FUTURE SEWER PRODUCTION WITHIN ENTIRE WATERSHED

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

Table 3.4
Elm Creek Entire Watershed Year 2047

Approx. Residential Units	Flow per Residential Unit GPD ⁽¹⁾	Average Flow (MGD)	Peak Flow (MGD)
9,236	246	2.27	9.09

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

3.5 FUTURE SEWER TRUNK LINE TO SERVE ELM CREEK WATERSHED

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

Table 3.5
Opinion of Probable Construction Cost for 36" Trunk Line

Description	Unit	Quantity	Unit Cost	Subtotal
36" Sewer Main	LF	22,423	\$360	\$8,073,000
Manholes	EA	45	\$10,000	\$450,000
Connect to Ex. Pump Station	LS	1	\$15,000	\$15,000
OSHA Trench Protection	LF	22,423	\$2	\$45,000
Video Sanitary Sewer	LF	22,423	\$3	\$68,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	10.3	\$20,000	\$206,000
Subtotal				\$8,887,000
Engineering and Contingency (30%)				\$2,667,000
Total				\$11,554,000

3.6 ELM CREEK LIFT STATION

The Elm Creek Lift Station currently receives wastewater flows generated within the Elm Creek watershed, as shown on **Exhibit A**, and pumps the flow to the existing wastewater treatment plant. The use of this station will play an important role in determining how wastewater flow production is split between the Elm Creek drainage basin and the remaining part of the City's Little Sandy Creek watershed, which gravity feeds into the existing wastewater treatment plant.

Based on field measurements performed by City and TRC personnel, the existing pumping units have capacities of 685 GPM, 620 GPM and 627 GPM, which equates to a firm station capacity (with single largest unit out of service) of 1,247 GPM (1.80 MGD). As previously stated, the lift station currently pumps approximately 330,000 gallons per day on an average daily basis.

From the lift station, the wastewater is pumped through a 16" force main to the existing wastewater treatment plant. Using a maximum pipeline velocity of 6 feet per second, the pipeline has a maximum capacity of approximately 3,744 GPM (5.39 MGD).

When the Wastewater Plant No. 2 is constructed and as additional growth occurs within the City's CCN, City Staff will want to monitor flows at each plant and determine if the flows from the lift station should be diverted away from the existing plant and sent to Plant No. 2. It may be that only a fraction of the flow is diverted, depending on how much growth occurs within the City's current sewer collection system versus that which occurs within the Willow and Elm Creek Watersheds.

3.7 SUMMARY

As described in Sections 3.3 and 3.4, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to the City of Elgin city limits and amenities. TRC provided an opinion of probable cost for a 36" trunk line (\$11,554,000) to gravity flow from the existing Elm Creek Lift Station to the proposed WWTP No. 2. The exiting wastewater treatment plant is scheduled for updates and expansion with additional capacity for another 1.0 MGD.

4.0 WILLOW CREEK WATERSHED

4.1 EXISTING LAND CONDITIONS

The Willow Creek Watershed study area covers approximately 13,781 acres, of which 6,725 acres are located within the Elgin Sewer CCN. Table 4.1 provides a description of the area and zoning within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations.

Table 4.1
Willow Creek Watershed

Description	Zoned	Area (acres)
Total in Elgin's CCN	Not Zoned	6,725
Within Watershed and out of CCN	Not Zoned	7,056
Elm Creek Watershed Total		13,781

4.2 EXISTING SEWER PRODUCTION

Currently, there is no wastewater service to this area. The existing sanitary sewer needs are handled with on-site septic tanks. The amount of wastewater flow served by existing on-site septic systems is unknown and is not part of this study.

4.3 IMMEDIATE SEWER NEEDS "BRICKSTON DEVELOPMENT"

Brickston is a proposed 675-acre development that is set to start construction in the near future. The development will bring 2,600 living unit equivalents (LUEs) to the area (see attached **Exhibit B** for approximate location). This development is currently under negotiations with the City for disposing sewer flows into the new WWTP No. 2. Table 4.2 shows the projected wastewater production from the planned development.

Table 4.2
Brickston Development

Zoning	People per Household ⁽¹⁾	Approx. Residential Units ⁽³⁾	LUE Conversion ⁽⁴⁾	Flow/LUE ⁽²⁾ (GPD)	Average Flow (MGD)	Peak Flow (MGD)
Single Family	2.46	1909	1	246	0.47	1.88
Multifamily	1.23	476	0.5	246	0.058	0.232
Duplex	1.72	112	.7	246	.019	.076
Elem. Schools	-	1	15	246	.0037	.015
EMS/Amenity Site	-	1	10	246	.0025	.01
Commercial		4.37	80	246	.086	.08
				TOTAL	0.64	2.56

⁽¹⁾ From Impact Fee Study

⁽²⁾ People per home times avg. waste of 100 gallons per person per day

⁽³⁾ From preliminary Brickston Development Plans

⁽⁴⁾ Travis County recommended values

4.4 FUTURE PRODUCTION WITHIN CCN

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within the CCN of Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.3 shows the projected wastewater production for the year 2047.

Table 4.3
Willow Creek (CCN Area) year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential Unity GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
13,813	2.46	5,615	246	1.38	5.52

⁽¹⁾ From Impact Fee Study.

⁽²⁾ Assumed 4 residential units per acre.

⁽³⁾ People per home times avg. waste of 100 gallons per person per day.

⁽⁴⁾ Population determined by 8% growth/yr. of current population for the next 25 years.

4.5 FUTURE PRODUCTION WITHIN ENTIRE WATERSHED

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.4 shows the projected wastewater production for the year 2047.

Table 4.4
Willow Creek Entire watershed year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
28,311	2.46	11,508	246	2.38	11.32

⁽¹⁾ From Impact Fee Study.

⁽²⁾ Assumed 4 residential units per acre.

⁽³⁾ People per home times avg. waste of 100 gallons per person per day.

⁽⁴⁾ Population determined by 8% growth/yr. of current population for the next 25 years.

4.6 SEWER TRUNK LINE TO SERVE BRICKSTON DEVELOPMENT

To serve only the Brickston Development, a 21" trunk line would be required. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.5
21" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
21" Sewer Main	LF	11,980	\$190	\$2,277,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$200,000	\$200,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$2,977,000
Engineering and Contingency (30%)				\$894,000
Total				\$3,871,000

4.7 SEWER TRUNK LINE TO SERVE WILLOW CREEK WATERSHED

Based on results from Sections 4.4 and 4.5 a 27" sewer trunk line would be sufficient to gravity flow the Willow Creek CCN area (Peak Flow 5.52 MGD), and a 36" sewer trunk line would have capacity for the Willow Creek entire watershed (Peak Flow 11.32 MGD). At present time, TRC recommends focusing/serving the developments within the CCN; this is a requirement of Chapter 13 of the Texas Water Code. The smaller 27" trunk line would connect the CCN area within the watershed to the future WWTP No. 2. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.6
27" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
27" Sewer Main	LF	11,980	\$280	\$3,355,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$225,000	\$225,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$4,080,000
Engineering and Contingency (30%)				\$1,224,000
Total				\$5,304,000

4.8 SUMMARY

As described in Sections 4.4 and 4.5, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to US 290 highway and Elgin city limits and its amenities. TRC provided an opinion of probable cost for an 21" trunk line (\$3,871,000) to gravity flow from the future Brickston

Development to the proposed WWTP No. 2; TRC also provided an opinion of probable cost for a 27" trunk line (\$5,304,000) from US 290 highway to the future WWTP No. 2. TRC considers the 27" trunk line the desirable construction option since it can accommodate future development in the area for decades to come.

5.0 WASTEWATER TREATMENT PLANT

This section discusses the construction of a new wastewater treatment plant to treat wastewater flows produced within the Elm Creek and Willow Creek drainage basins shown on **Exhibit A**. Two options are presented for the treatment plant size: Option 1 consists of the plant being sized to treat primarily only the needs of the Brickston development, with minimal excess capacity for future development, while Option 2 consists of the plant being sized to treat the Brickston Development flows plus additional future flows developed within the drainage basins. The two options are discussed further below.

The new plant would be located in the southern portion of the drainage basins to allow wastewater production to be transported through the sewer collection system by gravity to the lowest ground elevation within the basins as shown on **Exhibit A**. A raw sewage pump station would be provided to receive the wastewater from the collection system and pump it into the above-ground plant structures. The pump station would be located near the vicinity of the plant site or within the site depending on ground topography.

The proposed plant would be expected to have the same effluent criteria parameters (as determined by TCEQ) to that of the City's existing wastewater treatment plant and would have similar plant components including a raw sewage pump station, influent screening, aeration basins, final clarifier basins, disinfection, tertiary filtration, sludge handling and chemical feed. A small operations/electrical building would be included.

5.1 OPTION 1: PLANT SIZED FOR DEVELOPMENT WITH MINIMAL EXCESS CAPACITY

As previously discussed, the anticipated average daily flow from the Brickston Development is 0.64 MGD upon total build-out. It is recommended that a plant capacity of 1.0 MGD be used to allow for some additional growth and to make it more easily expandable (assuming Option 2 is not the selected option). Note the following:

- If Option 1 is selected, the plant site can be expanded in the future as other drainage basin development occurs.
- Depending on how long it takes for the Brickston Development to build out, the Option 1 plant could treat flows produced from other developed areas within the drainage basin, but receipt of flows other than from Brickston would require the plant expansion to occur sooner than anticipated.

As shown in Table 5.1 below, the opinion of probable construction cost for a 1,000,000 gal/day wastewater treatment plant as described herein is \$26,379,000, which includes 30% for engineering and contingency.

Table 5.1
1.0 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$354,000
Raw Sewage Lift Station	\$1,416,000
Screenings Channel	\$354,000
Aeration Basins	\$826,000
Blowers	\$413,000
Clarifier Flow Split	\$142,000
Final Clarifiers	\$1,416,000
Chlorine Basins Flow Split	\$71,000
Site Work and Drainage	\$450,000
Raw Sewage LS	\$1,798,000
Screenings Channel	\$450,000
Aeration Basins	\$1,049,000
Blowers	\$525,000
Clarifier Flow Split	\$180,000
Final Clarifiers	\$1,798,000
Chlorine Basins Flow Split	\$90,000
Chlorine Basins	\$375,000
Tertiary Filters and NPW	\$1,498,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$899,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$525,000
Effluent Flow Metering Box	\$90,000
Yard Piping	\$450,000
Operations Building	\$450,000
Outfall Structure	\$150,000
Electrical	\$2,247,000
Subtotal	\$15,871,000
Contractor P/OH (15%)	\$2,381,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,269,700
Total Construction	\$19,522,000
Engineering & Contingency (30%)	\$5,587,000
Land Acquisition	\$1,000,000
Project Total	\$26,379,000

5.2 OPTION 2: PLANT SIZED FOR DEVELOPMENT WITH ADDITIONAL CAPACITY

For this option, the new plant would be sized to treat the wastewater flow produced from the Brickston development and provide additional capacity for future development within

the two drainage basins as shown on **Exhibit A**. This option is provided for consideration because there are “economies of scale” associated with building a larger plant.

Consideration should be given to constructing a plant larger than what is required for the Brickston development because additional development will occur within the combined 15,561-acre drainage basins (area within City's current CCN). Drawings for planned developments within the two drainage basins currently total 7,389 living units equating to a wastewater flow production of 1.81 MGD (average daily flow).

As described in Sections 3.4 and 4.5 herein, the drainage basin total buildout could produce as much as 4.65 MGD of wastewater flow. It's not reasonable to presume this amount of growth would occur within a time frame that the capacity of a new treatment plant should be contemplated to handle this much flow. Thus, a determination must be made as to what plant flow should be considered to handle the planned development and allow for reasonably-expected growth.

One likely scenario would be to construct a plant with an average daily capacity of 1.50 MGD, providing an excess capacity of 0.86 MGD above that required by the development. This amount of excess capacity equates to approximately 3,496 additional single-family units for a total of 6,096 units that could be served by the plant. The plant could then be expanded in 1.50 MGD increments.

The opinion of probable construction cost for a 1.50 MGD wastewater treatment plant as described herein is \$31,869,000. Table 5.2 provides a cost breakdown.

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$521,000
Raw Sewage Lift Station	\$2,084,000
Screenings Channel	\$456,000
Aeration Basins	\$1,628,000
Blowers	\$782,000
Clarifier Flow Split	\$157,000
Final Clarifiers	\$2,279,000
Chlorine Basins Flow Split	\$79,000
Chlorine Basins	\$587,000
Tertiary Filters and NPW	\$1,693,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$1,368,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$587,000
Effluent Flow Metering Box	\$105,000
Yard Piping	\$652,000

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Operations Building	\$450,000
Outfall Structure	\$163,000
Electrical	\$2,866,000
Subtotal	\$19,304,000
Contractor P/OH (15%)	\$2,896,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,545,000
Total Construction	\$23,745,000
Engineering & Contingency (15%)	\$7,124,000
Land Acquisition	\$1,000,000
Project Total	\$31,869,000

6.0 CONCLUSIONS

The City of Elgin could experience considerable growth in the near future as both Elm Creek and Willow Creek watersheds are expected to receive multiple large developments to satisfy the existing housing demand. Currently, the Willow Creek watershed has Brickston Development set to begin construction in the near future; this development alone may bring up to 7,000 new residents to the area. In addition, there are multiple residential developments planned in the Elm Creek watershed, which are mostly located along County Line Rd. and US 290. TRC has examined multiple construction scenarios to satisfy the projected demands, as summarized in Table 6.1:

Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

Description	Subtotal
OPTION 1 (Serves Brickston with Minimal Excess Capacity)	
1.0 MGD Wastewater Treatment Plant	\$25,814,000
21" Trunk Line from Brickston	\$3,871,000
Total	\$30,250,000
OPTION 2 (Serves Additional Future Development)	
1.50 MGD Wastewater Treatment Plant	\$31,195,000
27" Trunk Line from US 290 WWTP No. 2	\$5,304,000
Total	\$37,173,000
36" Trunk Main to Relieve Elm Creek Lift Station	\$11,554,000

From the above options, TRC recommends Option 2 to the City of Elgin. Option 2 provides the City with the additional capacity needed to handle the exponential growth that will result from all of the planned developments.

Exhibit A

EXHIBIT A WATERSHEDS & CCN BOUNDARIES ELGIN, TX

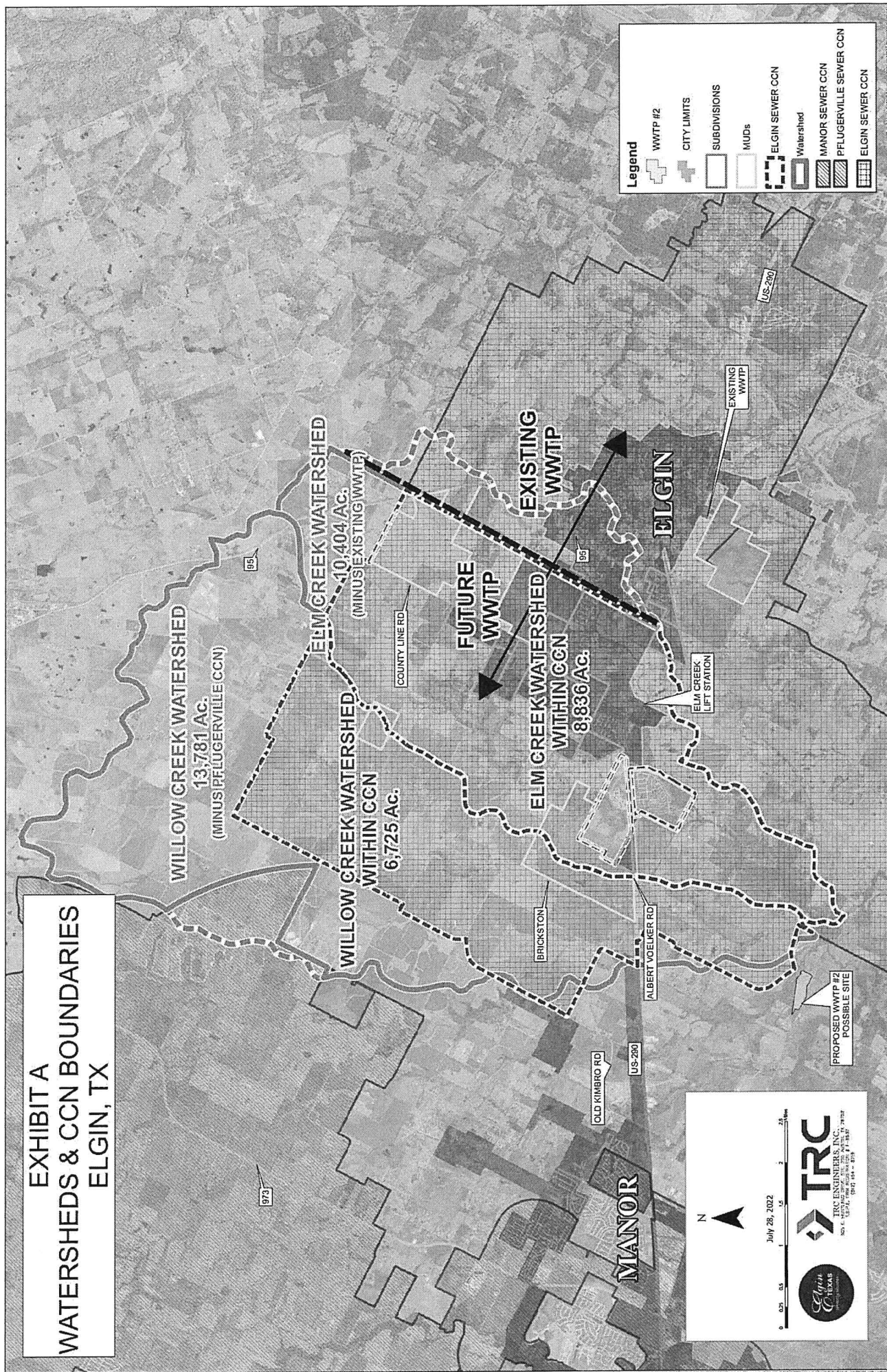


Exhibit B

EXHIBIT B RESIDENTIAL DEVELOPMENTS AND LOTS ELGIN, TX

WILLOW CREEK WATERSHED
13,781 AC.

ELM CREEK WATERSHED
10,404 A.C.

Legend

BUILT OUT SUBDIVISIONS & DEVELOPMENTS	PROPOSED SUBDIVISIONS & DEVELOPMENTS
COUNTY LINE.....883 LOTS	BRICKSTON.....2,021 LOTS & 476 UNITS**
CRESCENT VILLAGE APARTMENTS.....152 UNITS	BURLESON CREEK ESTATES.....28 LOTS
ELGIN MEADOWS.....92 LOTS	CANO.....8 LOTS
MUD 14 PHASE 1.....683 LOTS	CREEKS CROSSING.....287 LOTS
SARATOGA FARMS.....257 LOTS	EAGLE'S LANDING PHASE 3 & 4.....215 LOTS
SHENANDOAH.....375 LOTS	EAGLE'S LANDING PHASE 5.....215 LOTS
WESTWIND.....321 LOTS	LARSON TRACT.....640 LOTS
NEW SUBDIVISIONS & DEVELOPMENTS	LUCKYWOOD.....774 LOTS
PEPPERGRASS.....272 LOTS	LUND FARMS.....200 LOTS*
HOMESTEAD UNITS 1 & 2.....475 LOTS	POTH TRACT.....106 LOTS
ELGIN ROLLING MEADOWS.....21 LOTS	RAILHEAD.....229 LOTS
EAGLE'S LANDING PHASE 1 & 2.....273 LOTS	STONE CREEK RANCH.....407 UNITS
SUBDIVISIONS UNDER CONSTRUCTION	WATERSHED
HARVEST RIDGE.....1171 LOTS	*ESTIMATED BY DEVELOPERS
MUD 14.....1188 LOTS	**DEVELOPMENT AGREEMENT
TRINITY RANCH.....1716 LOTS	

July 28, 2022

0 0.25 0.5 1 1.5 Miles

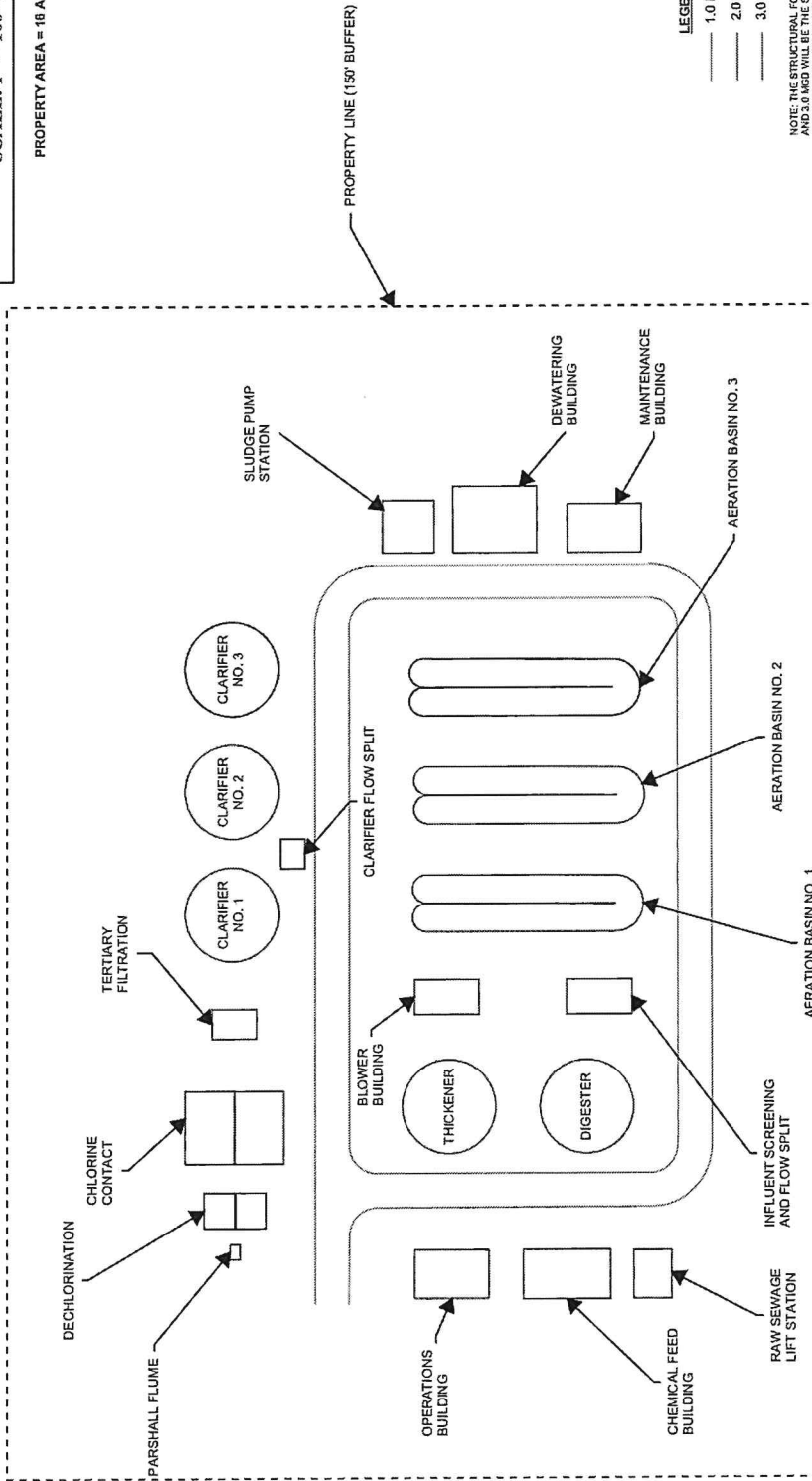
TRC
TRC ENGINEERS, INC.
802 G. 13TH STREET, SUITE 200
ELGIN, TEXAS 75757
(940) 464-8271

Elgin
TEXAS

Exhibit C

EXHIBIT C
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.0 MGD (BUILDOUT TO 3.0 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 18 ACRES



LEGEND
 — 1.0 MGD
 — 2.0 MGD
 — 3.0 MGD

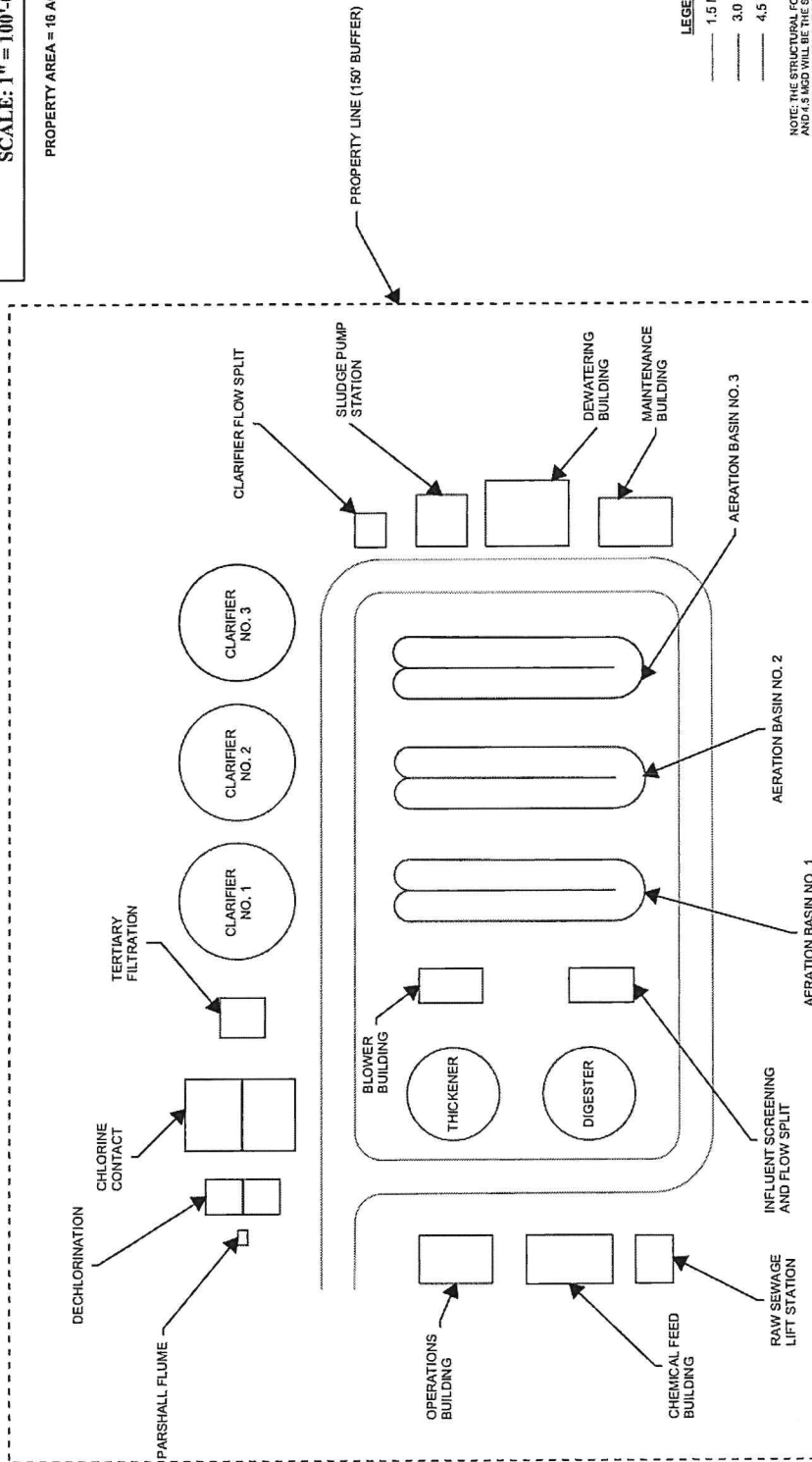
NOTE: THE STRUCTURAL FOOTPRINTS OF 2.0 MGD AND 3.0 MGD AERATION BASINS ARE BASED ON THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED. WILL BE LESS FOR 2.0 MGD THAN FOR 3.0 MGD.



Exhibit D

EXHIBIT D
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.5 MGD (BUILDOUT TO 4.5 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 18 ACRES



LEGEND
1.5 MGD
3.0 MGD
4.5 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 3.0 MGD AND 4.5 MGD ARE SHOWN. THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 3.0 MGD THAN FOR 4.5 MGD.



**EXHIBIT "E-1" TO CONSENT AND DEVELOPMENT AGREEMENT
OFFSITE WATER EXHIBIT**

**EXHIBIT "E-2" TO CONSENT AND DEVELOPMENT AGREEMENT
CITY OF ELGIN WASTEWATER TREATMENT PLANT NO.2 REPORT BY TRC
DATED SEPTEMBER 7, 2022**

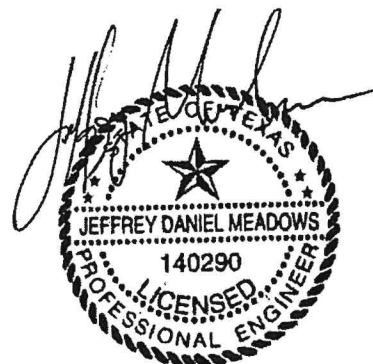


CITY OF ELGIN

WASTEWATER TREATMENT PLANT NO.2

SEPTEMBER 2022

09/07/2022



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

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APPENDICES

Exhibit A – Watershed & CCN Boundaries

Exhibit B – Development Map & Home Counts

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

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

1.0 INTRODUCTION

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

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

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

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

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

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

1.1 WASTEWATER FLOWS

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

2.0 WILLOW CREEK AND ELM CREEK WATERSHEDS

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

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

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

3.0 ELM CREEK WATERSHED

3.1 EXISTING LAND CONDITIONS

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

Table 3.1
Elm Creek Watershed

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

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

3.2 EXISTING SEWER PRODUCTION

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

Table 3.2
Flows Entering Elm Creek Lift Station

Average Flow		Peak Flow (GPM) ⁽²⁾
(gallons/day) ⁽¹⁾	(GPM)	
330,000	230	920

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

⁽²⁾ Represents four times the average flow.

3.3 FUTURE PRODUCTION WITHIN CCN

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

Table 3.3
Proposed & Under Construction Developments Within Elm Creek Watershed

Development	People per Household ⁽¹⁾	Approx. Residential Units	Flow per Residential Unit (GPD) ⁽²⁾	Average Flow (MGD)	Peak Flow (MGD)
Subdivisions Under Construction					
Harvest Ridge	2.46	1171	246	0.288	1.152
MUD 14		1108		0.273	1.090
Total		2279		0.561	2.242
Proposed Subdivisions & Developments					
Cano	2.46	8	246	0.002	0.008
Creek's Crossing		287		0.071	0.282
Eagles Landing Phase 3 & 4		215		0.053	0.212
Eagle's Landing Phase 5		215		0.053	0.212
Larson Tract		840		0.207	0.827
Briarwood		774		0.190	0.762
Lund Farms		2000		0.492	1.968
Poth Tract		106		0.026	0.104
Northside Meadows		229		0.056	0.225
Stone Creek Ranch		407		0.100	0.400
Total				5110	
Combined Total		7389		1.811	7.242

⁽¹⁾ From Impact Fee Study.

⁽²⁾ People per home times avg. production of 100 gallons per person per day.

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

3.4 FUTURE SEWER PRODUCTION WITHIN ENTIRE WATERSHED

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

Table 3.4
Elm Creek Entire Watershed Year 2047

Approx. Residential Units	Flow per Residential Unit GPD ⁽¹⁾	Average Flow (MGD)	Peak Flow (MGD)
9,236	246	2.27	9.09

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

3.5 FUTURE SEWER TRUNK LINE TO SERVE ELM CREEK WATERSHED

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

Table 3.5
Opinion of Probable Construction Cost for 36" Trunk Line

Description	Unit	Quantity	Unit Cost	Subtotal
36" Sewer Main	LF	22,423	\$360	\$8,073,000
Manholes	EA	45	\$10,000	\$450,000
Connect to Ex. Pump Station	LS	1	\$15,000	\$15,000
OSHA Trench Protection	LF	22,423	\$2	\$45,000
Video Sanitary Sewer	LF	22,423	\$3	\$68,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	10.3	\$20,000	\$206,000
Subtotal				\$8,887,000
Engineering and Contingency (30%)				\$2,667,000
Total				\$11,554,000

3.6 ELM CREEK LIFT STATION

The Elm Creek Lift Station currently receives wastewater flows generated within the Elm Creek watershed, as shown on **Exhibit A**, and pumps the flow to the existing wastewater treatment plant. The use of this station will play an important role in determining how wastewater flow production is split between the Elm Creek drainage basin and the remaining part of the City's Little Sandy Creek watershed, which gravity feeds into the existing wastewater treatment plant.

Based on field measurements performed by City and TRC personnel, the existing pumping units have capacities of 685 GPM, 620 GPM and 627 GPM, which equates to a firm station capacity (with single largest unit out of service) of 1,247 GPM (1.80 MGD). As previously stated, the lift station currently pumps approximately 330,000 gallons per day on an average daily basis.

From the lift station, the wastewater is pumped through a 16" force main to the existing wastewater treatment plant. Using a maximum pipeline velocity of 6 feet per second, the pipeline has a maximum capacity of approximately 3,744 GPM (5.39 MGD).

When the Wastewater Plant No. 2 is constructed and as additional growth occurs within the City's CCN, City Staff will want to monitor flows at each plant and determine if the flows from the lift station should be diverted away from the existing plant and sent to Plant No. 2. It may be that only a fraction of the flow is diverted, depending on how much growth occurs within the City's current sewer collection system versus that which occurs within the Willow and Elm Creek Watersheds.

3.7 SUMMARY

As described in Sections 3.3 and 3.4, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to the City of Elgin city limits and amenities. TRC provided an opinion of probable cost for a 36" trunk line (\$11,554,000) to gravity flow from the existing Elm Creek Lift Station to the proposed WWTP No. 2. The existing wastewater treatment plant is scheduled for updates and expansion with additional capacity for another 1.0 MGD.

4.0 WILLOW CREEK WATERSHED

4.1 EXISTING LAND CONDITIONS

The Willow Creek Watershed study area covers approximately 13,781 acres, of which 6,725 acres are located within the Elgin Sewer CCN. Table 4.1 provides a description of the area and zoning within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations.

Table 4.1
Willow Creek Watershed

Description	Zoned	Area (acres)
Total in Elgin's CCN	Not Zoned	6,725
Within Watershed and out of CCN	Not Zoned	7,056
Elm Creek Watershed Total		13,781

4.2 EXISTING SEWER PRODUCTION

Currently, there is no wastewater service to this area. The existing sanitary sewer needs are handled with on-site septic tanks. The amount of wastewater flow served by existing on-site septic systems is unknown and is not part of this study.

4.3 IMMEDIATE SEWER NEEDS "BRICKSTON DEVELOPMENT"

Brickston is a proposed 675-acre development that is set to start construction in the near future. The development will bring 2,600 living unit equivalents (LUEs) to the area (see attached **Exhibit B** for approximate location). This development is currently under negotiations with the City for disposing sewer flows into the new WWTP No. 2. Table 4.2 shows the projected wastewater production from the planned development.

Table 4.2
Brickston Development

Zoning	People per Household ⁽¹⁾	Approx. Residential Units ⁽³⁾	LUE Conversion ⁽⁴⁾	Flow/LUE ⁽²⁾ (GPD)	Average Flow (MGD)	Peak Flow (MGD)
Single Family	2.46	1909	1	246	0.47	1.88
Multifamily	1.23	476	0.5	246	0.058	0.232
Duplex	1.72	112	.7	246	.019	.076
Elem. Schools	-	1	15	246	.0037	.015
EMS/Amenity Site	-	1	10	246	.0025	.01
Commercial		4.37	80	246	.086	.08
				TOTAL	0.64	2.56

⁽¹⁾ From Impact Fee Study

⁽²⁾ People per home times avg. waste of 100 gallons per person per day

⁽³⁾ From preliminary Brickston Development Plans

⁽⁴⁾ Travis County recommended values

4.4 FUTURE PRODUCTION WITHIN CCN

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within the CCN of Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.3 shows the projected wastewater production for the year 2047.

Table 4.3
Willow Creek (CCN Area) year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential Unity GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
13,813	2.46	5,615	246	1.38	5.52

⁽¹⁾ From Impact Fee Study.

⁽²⁾ Assumed 4 residential units per acre.

⁽³⁾ People per home times avg. waste of 100 gallons per person per day.

⁽⁴⁾ Population determined by 8% growth/yr. of current population for the next 25 years.

4.5 FUTURE PRODUCTION WITHIN ENTIRE WATERSHED

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.4 shows the projected wastewater production for the year 2047.

Table 4.4
Willow Creek Entire watershed year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
28,311	2.46	11,508	246	2.38	11.32

⁽¹⁾ From Impact Fee Study.

⁽²⁾ Assumed 4 residential units per acre.

⁽³⁾ People per home times avg. waste of 100 gallons per person per day.

⁽⁴⁾ Population determined by 8% growth/yr. of current population for the next 25 years.

4.6 SEWER TRUNK LINE TO SERVE BRICKSTON DEVELOPMENT

To serve only the Brickston Development, a 21" trunk line would be required. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.5
21" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
21" Sewer Main	LF	11,980	\$190	\$2,277,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$200,000	\$200,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$2,977,000
Engineering and Contingency (30%)				\$894,000
Total				\$3,871,000

4.7 SEWER TRUNK LINE TO SERVE WILLOW CREEK WATERSHED

Based on results from Sections 4.4 and 4.5 a 27" sewer trunk line would be sufficient to gravity flow the Willow Creek CCN area (Peak Flow 5.52 MGD), and a 36" sewer trunk line would have capacity for the Willow Creek entire watershed (Peak Flow 11.32 MGD). At present time, TRC recommends focusing/serving the developments within the CCN; this is a requirement of Chapter 13 of the Texas Water Code. The smaller 27" trunk line would connect the CCN area within the watershed to the future WWTP No. 2. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.6
27" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
27" Sewer Main	LF	11,980	\$280	\$3,355,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$225,000	\$225,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$4,080,000
Engineering and Contingency (30%)				\$1,224,000
Total				\$5,304,000

4.8 SUMMARY

As described in Sections 4.4 and 4.5, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to US 290 highway and Elgin city limits and its amenities. TRC provided an opinion of probable cost for an 21" trunk line (\$3,871,000) to gravity flow from the future Brickston

Development to the proposed WWTP No. 2; TRC also provided an opinion of probable cost for a 27" trunk line (\$5,304,000) from US 290 highway to the future WWTP No. 2. TRC considers the 27" trunk line the desirable construction option since it can accommodate future development in the area for decades to come.

5.0 WASTEWATER TREATMENT PLANT

This section discusses the construction of a new wastewater treatment plant to treat wastewater flows produced within the Elm Creek and Willow Creek drainage basins shown on **Exhibit A**. Two options are presented for the treatment plant size: Option 1 consists of the plant being sized to treat primarily only the needs of the Brickston development, with minimal excess capacity for future development, while Option 2 consists of the plant being sized to treat the Brickston Development flows plus additional future flows developed within the drainage basins. The two options are discussed further below.

The new plant would be located in the southern portion of the drainage basins to allow wastewater production to be transported through the sewer collection system by gravity to the lowest ground elevation within the basins as shown on **Exhibit A**. A raw sewage pump station would be provided to receive the wastewater from the collection system and pump it into the above-ground plant structures. The pump station would be located near the vicinity of the plant site or within the site depending on ground topography.

The proposed plant would be expected to have the same effluent criteria parameters (as determined by TCEQ) to that of the City's existing wastewater treatment plant and would have similar plant components including a raw sewage pump station, influent screening, aeration basins, final clarifier basins, disinfection, tertiary filtration, sludge handling and chemical feed. A small operations/electrical building would be included.

5.1 OPTION 1: PLANT SIZED FOR DEVELOPMENT WITH MINIMAL EXCESS CAPACITY

As previously discussed, the anticipated average daily flow from the Brickston Development is 0.64 MGD upon total build-out. It is recommended that a plant capacity of 1.0 MGD be used to allow for some additional growth and to make it more easily expandable (assuming Option 2 is not the selected option). Note the following:

- If Option 1 is selected, the plant site can be expanded in the future as other drainage basin development occurs.
- Depending on how long it takes for the Brickston Development to build out, the Option 1 plant could treat flows produced from other developed areas within the drainage basin, but receipt of flows other than from Brickston would require the plant expansion to occur sooner than anticipated.

As shown in Table 5.1 below, the opinion of probable construction cost for a 1,000,000 gal/day wastewater treatment plant as described herein is \$26,379,000, which includes 30% for engineering and contingency.

Table 5.1
1.0 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$354,000
Raw Sewage Lift Station	\$1,416,000
Screenings Channel	\$354,000
Aeration Basins	\$826,000
Blowers	\$413,000
Clarifier Flow Split	\$142,000
Final Clarifiers	\$1,416,000
Chlorine Basins Flow Split	\$71,000
Site Work and Drainage	\$450,000
Raw Sewage LS	\$1,798,000
Screenings Channel	\$450,000
Aeration Basins	\$1,049,000
Blowers	\$525,000
Clarifier Flow Split	\$180,000
Final Clarifiers	\$1,798,000
Chlorine Basins Flow Split	\$90,000
Chlorine Basins	\$375,000
Tertiary Filters and NPW	\$1,498,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$899,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$525,000
Effluent Flow Metering Box	\$90,000
Yard Piping	\$450,000
Operations Building	\$450,000
Outfall Structure	\$150,000
Electrical	\$2,247,000
Subtotal	\$15,871,000
Contractor P/OH (15%)	\$2,381,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,269,700
Total Construction	\$19,522,000
Engineering & Contingency (30%)	\$5,587,000
Land Acquisition	\$1,000,000
Project Total	\$26,379,000

5.2 OPTION 2: PLANT SIZED FOR DEVELOPMENT WITH ADDITIONAL CAPACITY

For this option, the new plant would be sized to treat the wastewater flow produced from the Brickston development and provide additional capacity for future development within

the two drainage basins as shown on **Exhibit A**. This option is provided for consideration because there are “economies of scale” associated with building a larger plant.

Consideration should be given to constructing a plant larger than what is required for the Brickston development because additional development will occur within the combined 15,561-acre drainage basins (area within City's current CCN). Drawings for planned developments within the two drainage basins currently total 7,389 living units equating to a wastewater flow production of 1.81 MGD (average daily flow).

As described in Sections 3.4 and 4.5 herein, the drainage basin total buildout could produce as much as 4.65 MGD of wastewater flow. It's not reasonable to presume this amount of growth would occur within a time frame that the capacity of a new treatment plant should be contemplated to handle this much flow. Thus, a determination must be made as to what plant flow should be considered to handle the planned development and allow for reasonably-expected growth.

One likely scenario would be to construct a plant with an average daily capacity of 1.50 MGD, providing an excess capacity of 0.86 MGD above that required by the development. This amount of excess capacity equates to approximately 3,496 additional single-family units for a total of 6,096 units that could be served by the plant. The plant could then be expanded in 1.50 MGD increments.

The opinion of probable construction cost for a 1.50 MGD wastewater treatment plant as described herein is \$31,869,000. Table 5.2 provides a cost breakdown.

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$521,000
Raw Sewage Lift Station	\$2,084,000
Screenings Channel	\$456,000
Aeration Basins	\$1,628,000
Blowers	\$782,000
Clarifier Flow Split	\$157,000
Final Clarifiers	\$2,279,000
Chlorine Basins Flow Split	\$79,000
Chlorine Basins	\$587,000
Tertiary Filters and NPW	\$1,693,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$1,368,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$587,000
Effluent Flow Metering Box	\$105,000
Yard Piping	\$652,000

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Operations Building	\$450,000
Outfall Structure	\$163,000
Electrical	\$2,866,000
Subtotal	\$19,304,000
Contractor P/OH (15%)	\$2,896,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,545,000
Total Construction	\$23,745,000
Engineering & Contingency (15%)	\$7,124,000
Land Acquisition	\$1,000,000
Project Total	\$31,869,000

6.0 CONCLUSIONS

The City of Elgin could experience considerable growth in the near future as both Elm Creek and Willow Creek watersheds are expected to receive multiple large developments to satisfy the existing housing demand. Currently, the Willow Creek watershed has Brickston Development set to begin construction in the near future; this development alone may bring up to 7,000 new residents to the area. In addition, there are multiple residential developments planned in the Elm Creek watershed, which are mostly located along County Line Rd. and US 290. TRC has examined multiple construction scenarios to satisfy the projected demands, as summarized in Table 6.1:

Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

Description	Subtotal
OPTION 1 (Serves Brickston with Minimal Excess Capacity)	
1.0 MGD Wastewater Treatment Plant	\$25,814,000
21" Trunk Line from Brickston	\$3,871,000
Total	\$30,250,000
OPTION 2 (Serves Additional Future Development)	
1.50 MGD Wastewater Treatment Plant	\$31,195,000
27" Trunk Line from US 290 WWTP No. 2	\$5,304,000
Total	\$37,173,000
36" Trunk Main to Relieve Elm Creek Lift Station	\$11,554,000

From the above options, TRC recommends Option 2 to the City of Elgin. Option 2 provides the City with the additional capacity needed to handle the exponential growth that will result from all of the planned developments.

Exhibit A

EXHIBIT A WATERSHEDS & CCN BOUNDARIES ELGIN, TX

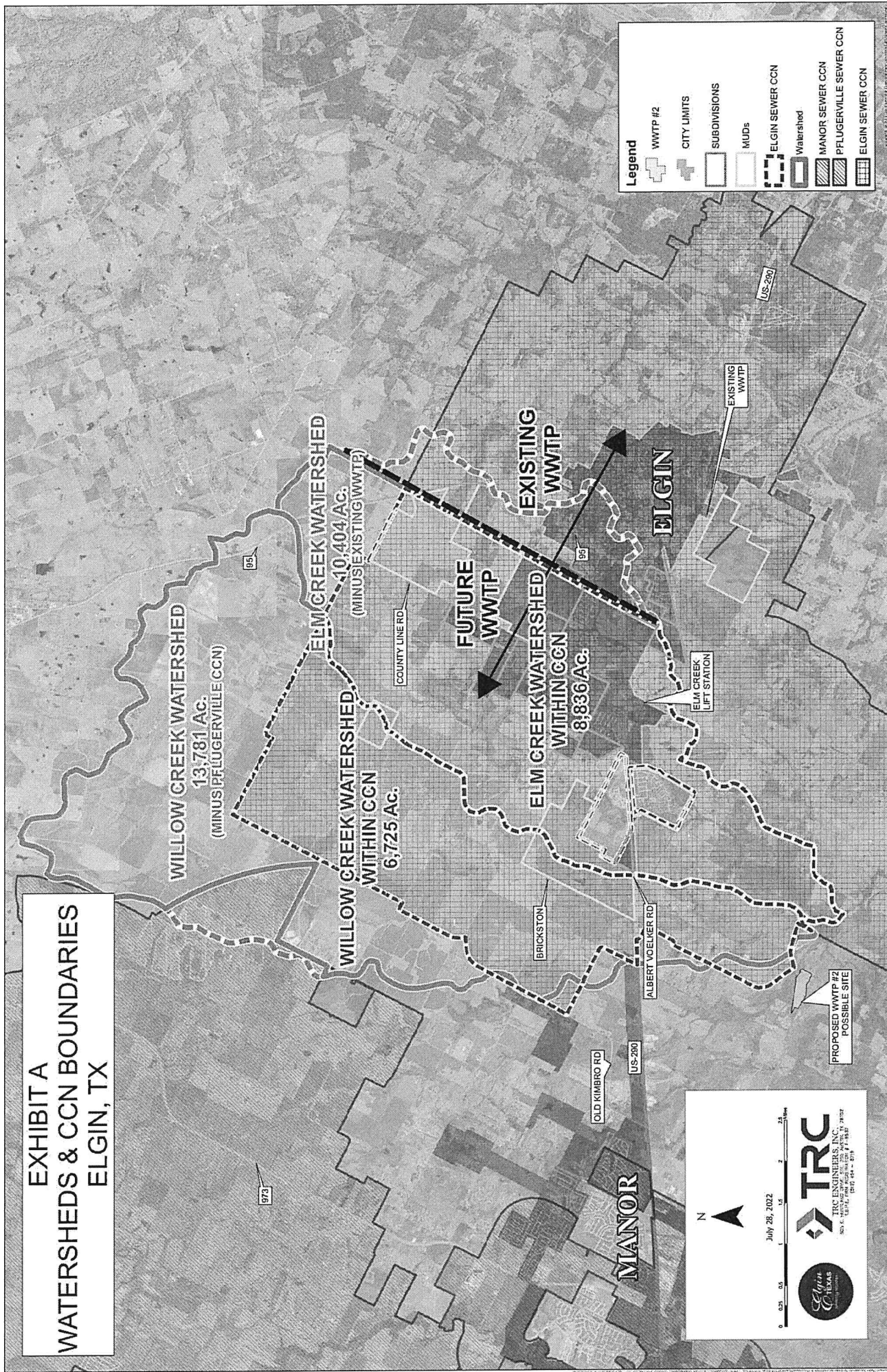


Exhibit B

EXHIBIT B RESIDENTIAL DEVELOPMENTS AND LOTS ELGIN, TX

WILLOW CREEK WATERSHED
13,781 AC.

ELM CREEK WATERSHED
10,404 AC.

Legend

BUILT OUT SUBDIVISIONS & DEVELOPMENTS	COUNTY LINE	883 LOTS
	CRESSENT VILLAGE APARTMENTS	152 UNITS
	ELGIN MEADOWS	92 LOTS
	MUD 14 PHASE 1	683 LOTS
	SAVANOGA FARMS	257 LOTS
	SHENANDOAH	375 LOTS
	WESTWIND	321 LOTS
NEW SUBDIVISIONS & DEVELOPMENTS	PEPPERGRASS	272 LOTS
	HOMESTEAD UNITS 1 & 2	475 LOTS
	ELGIN ROLLING MEADOWS	21 LOTS
	EAGLE'S LANDING PHASE 1 & 2	275 LOTS
SUBDIVISIONS UNDER CONSTRUCTION	HARVEST RIDGE	1171 LOTS
	MUD 14	1189 LOTS
	TRINITY RANCH	1716 LOTS
PROPOSED SUBDIVISIONS & DEVELOPMENTS	BRICKSTON	2,031 LOTS & 476 UNITS**
	BURLESON CREEK ESTATES	28 LOTS
	CANO	8 LOTS
	CREEKS CROSSING	287 LOTS
	EAGLE'S LANDING PHASE 3 & 4	215 LOTS
	EAGLE'S LANDING PHASE 5	315 LOTS
	LARSON TRACT	840 LOTS
	BRIARWOOD	774 LOTS
	LUND FARMS	2000 LOTS
	POTH TRACT	106 LOTS
	RAILHEAD	229 LOTS
	STONE CREEK RANCH	407 UNITS

WATERSHED
* ESTIMATED BY DEVELOPERS
** DEVELOPMENT AGREEMENT

July 28, 2022

0 0.25 0.5 1 1.5 Miles

TRC
TRC ENGINEERS, INC.
2805 E. 15TH AVE. SUITE 100 ELGIN, TX 75840
TEL: 409.444.5111 FAX: 409.444.5112

Elgin Creek
WATERSHED

Exhibit C

EXHIBIT C
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.0 MGD (BUILDOUT TO 3.0 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 16 ACRES

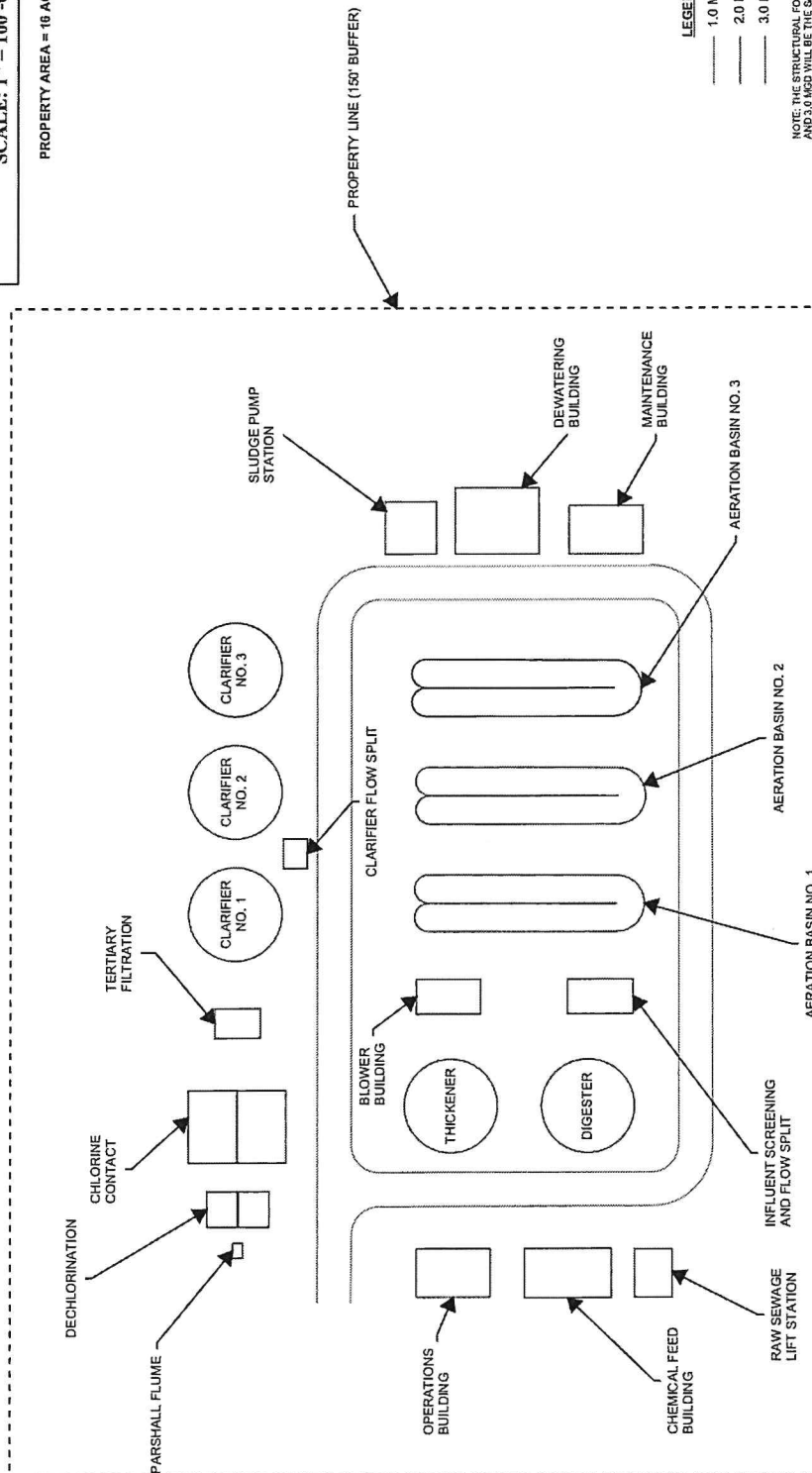
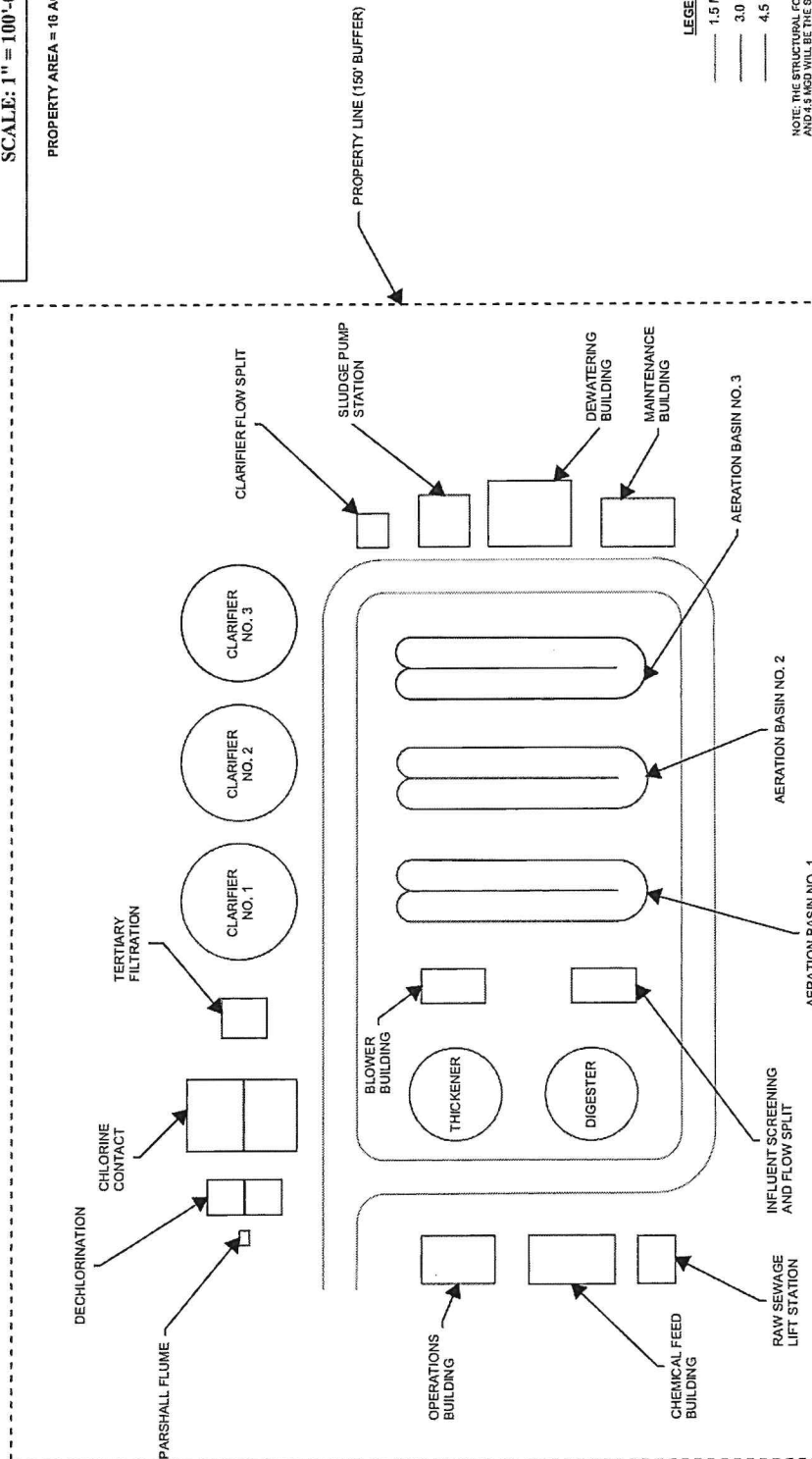


Exhibit D

EXHIBIT D

CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.5 MGD (BUILDOUT TO 4.5 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 10 ACRES



LEGEND
1.5 MGD
3.0 MGD
4.5 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 3.0 MGD AND 4.5 MGD WILL BE THE SAME. HOWEVER, THE 4.5 MGD BASIN WILL BE LESS THAN 3.0 MGD THAN FOR 4.5 MGD.



**EXHIBIT "E-3" TO CONSENT AND DEVELOPMENT AGREEMENT
ON-SITE INTERCEPTOR LINE**

**EXHIBIT "E-4" TO CONSENT AND DEVELOPMENT AGREEMENT
AQUA EST SITE AND EASEMENTS**

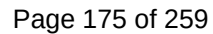


Exhibit "A" to Consent Resolution

Description of Property

METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Surveyed by: _____



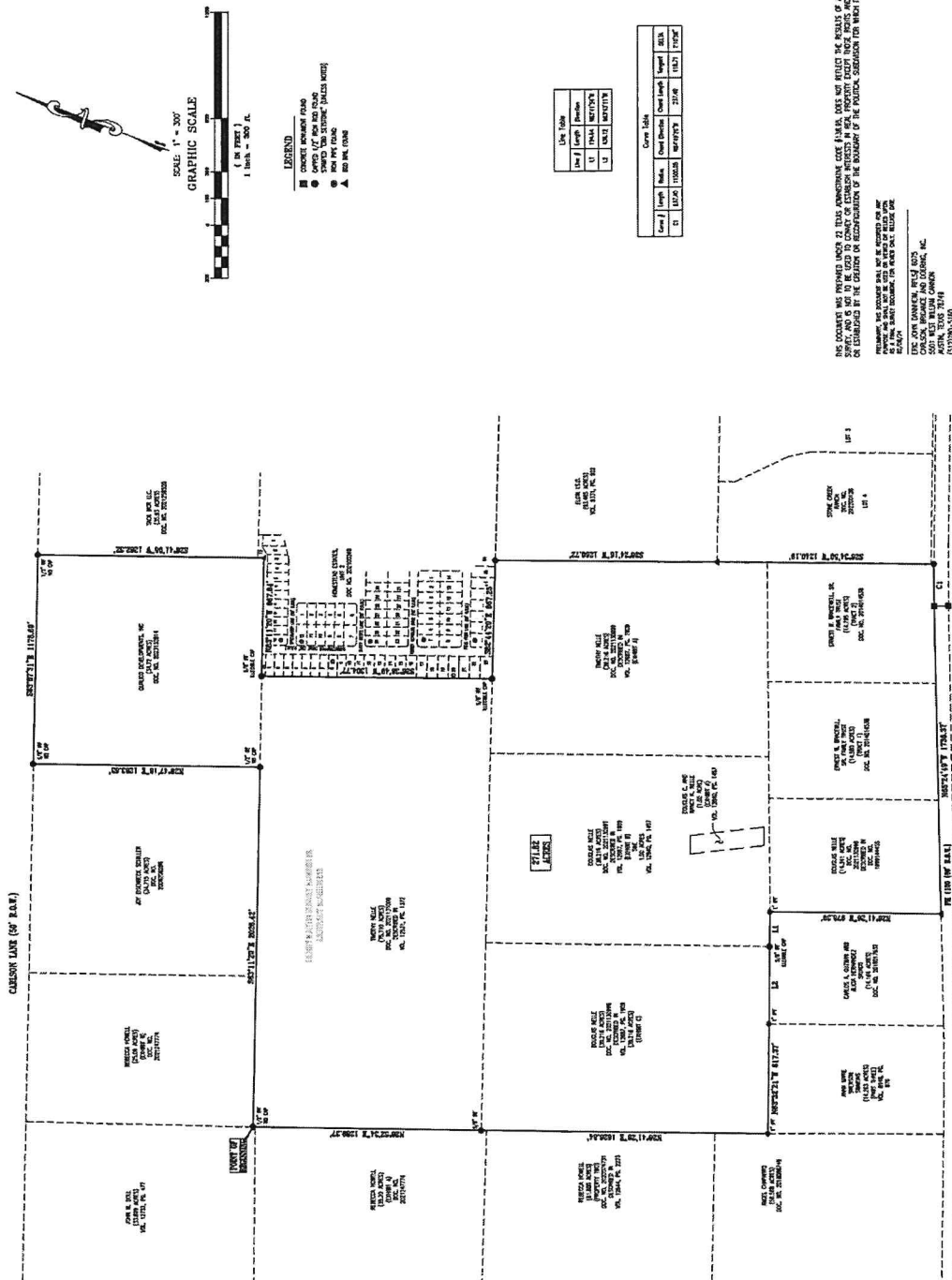
3/5/24

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



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

271.82 ACRES SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12631, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACKWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014580, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



BEARING ALONG TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD83) MDS

CADD

Curban, Briggance & Doving, Inc.

Surveying & Mapping Engineers

10000 N. Mopac Expressway, Suite 1000, Austin, TX 78753

Phone: (512) 452-1111 Fax: (512) 452-1112

www.curbanbriggance.com

Survey No. 2023-001

Project No. 2023-001

Sheet No. 2023-001

Scale: 1" = 200'

North Arrow

Survey Date: 01/15/2023

Project Name: 271.82 ACRES

Survey No. 2023-001

Project No. 2023-001

Sheet No. 2023-001

Scale: 1" = 200'

North Arrow

Survey Date: 01/15/2023

Project Name: 271.82 ACRES

**EXHIBIT "G" TO CONSENT AND DEVELOPMENT AGREEMENT
PERMITTED VARIANCES TO CITY DEVELOPMENT CODE**

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City's extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City's Code of Ordinances (Signs) and Chapter 36 of the City's Code of Ordinances (Subdivision) (together, the "Applicable Ordinances").

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words "available" or "sold"; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around corners or at intersections. Directional kiosk signs are permitted outside the ROW to direct traffic to builder model homes and community amenities.
2. Sec. 32-103(5)c. Flagpole at the entrance off of FM1100 shall not exceed 80 feet in height.
3. Sec. 36-29(h) - The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(g) - A preliminary plat shall expire 7 years after the date of approval unless extended by Agreement of the City and the Developer or provided that all sections of the preliminary plat have been final-platted.
5. Sec. 36-31 - A final plat shall expire 3 years after the date of approval if construction of the subdivision improvements for the final plat have not commenced within such time period. Once construction of the subdivision improvements commences, they must be completed prior to expiration of the construction plans or the final plat and construction plans will expire.

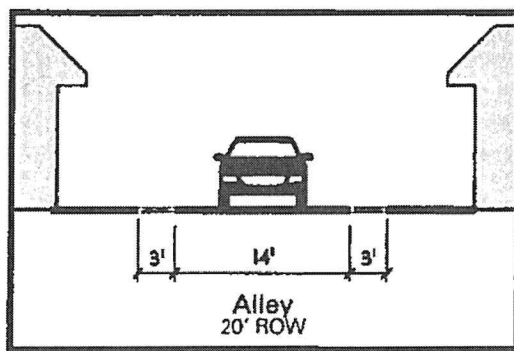
6. Sec. 36-56 - Due to the prior agricultural use of and the lack of trees on the Property, no tree preservation plan shall be required for the Development, no actions or approvals from the City will be required relating to the removal of trees on the Property, and no tree mitigation will be required on the Property.

7. Sec. 36-58 - Developer will not be required to construct subdivision walls per Subsection 36-58(a)(2) throughout the Development but will construct stained wood fencing with masonry columns on all back yards of residential lots adjacent to the north/south arterial road and the local street off of FM 1100 and east from that local street to the north/south arterial road. As shown on the Concept Plan.

8. Sec 36-60(d)(1) - Postal Delivery Service - Standards for USPS CBU delivery locations shall conform to U.S. Postal Service, National Delivery Planning Standards, Handbook PO-632, July 2020, which does not require designated on-street or off-street parking.

9. Sec. 36-78(d) - Local-arterial access prohibited, exceptions - Local Streets that intersect an Arterial Street must connect with a Collector Street profile, which tapers back to a Local Street at 100' from the intersection, per the Concept Plan, allowing for full left turn ability.

10. Sec 36-79 - Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developers election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developers election; and (iv) a minimum of fourteen feet (14') in width for one way alleys and twenty feet (20') in width for two-way alleys



11. Sec. 36-81(3) - Curves are to have a maximum centerline radius of 2,750 feet and a minimum centerline radius of 60 feet for local streets.

12. Sec. 36-82(1) - All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

13. Sec. 36-170 - All lots platted in subdivisions located within the Development shall be a minimum of 3,500 square feet.

14. Sec. 36-171 - All lots platted in subdivisions located within the Development shall be a minimum of thirty-five feet ($35'$) in width.

15. Section 36-285(3) Arterial Streets, in conjunction with other drainage facilities, shall be designed to contain runoff from a storm with a design frequency of 50-years such that at least one lane of traffic remains open. The runoff from the storm with a design frequency of 100-years shall be contained within the right-of-way.

16. Section 36-370 – Parkland – Developer agrees that the trails and parkland shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that the Developer will receive 100% credit for such dedications against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required. To the extent that Developer's dedications of trails and or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements.

17. Sec. 36-202(a)(1) and (2) - Residential blocks for through streets shall be no longer than 1,750 feet measured along the center of the block, nor shorter than 275 feet with the exception of the external and western most block which will have no restrictions on block length given the topographic and floodplain constraints.

18. Sec. 36-312(b)(2)(a)- For a minor waterway, the boundaries of the buffer zone are thirty (30) feet from the centerline of the waterway. The Developer will be allowed to construct a trail system within the buffer zone. At the Developers election, the developer may construct the portions of the trail system within the buffer zone using concrete only.

19. Sec. 36-313(b) - There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

20. Sec. 36-366 - To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter

217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development, within the boundaries of this district only.

21. Sec. 36-370 - To the extent that the terms and provisions of Sec. 36-370 of the Applicable Rules and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

22. Sec. 46-303(2)(a) - For dwellings on interior lots, there shall be a side yard on each side of the main building of not less than five feet, measured from the slab, for all dwellings.

23. Section 46-303(6) Impervious Cover – Main and accessory buildings shall not cover more than 60 percent of any lot area. On 35' wide lots, main and accessory buildings shall not cover more than 65 percent of the lot area. This must be shown in the drainage report(s) design for all drainage system designs. In addition, this must be listed on each Final Plat for the development.

Single Family Residential Lot Design Standards

The Project may include a variety of single-family residential product types. The residential product offering shall be separated into four (4) categories of residential lots with standards listed in Table G.1 below. The residential product categories include:

1. Alley Load A

An alley loaded residential product with garages, car ports or driveways serviced from an alley along the rear of the residential lot. Alley loaded lots shall be a minimum of 35 feet wide.

2. Alley Load B

An Alley-loaded residential product with garages, carports or driveways serviced from an alley along the rear of the residential lot. Residential lots with this category shall be 45 feet wide.

3. Front Load A

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 40 feet wide.

4. Front Load B

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 45 feet wide.

5. Front Load C

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 50 feet wide.

1. Residential minimum lot widths shall be measured from the front setback building line as established above.
2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof and no more than thirty-five feet (35').

Table F.1 Residential Development Standards					
	Alley Load A***	Front Load A*	Alley Load B***	Front Load B*	Front Load C*
Lot Minimum - Width	35 ft.	40 ft.	45 ft.	45 ft.	50 ft.
Lot Minimum - Depth	100	110	100	110	110
Impervious Cover %	65%	60%	60%	60%	60%
Setbacks:					
Front	15 ft.	15 ft.	15 ft.	20 ft.	20 ft.
Rear	5 ft.	5 ft.	5 ft.	15 ft.	15 ft.
Side - 1-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Side - 2-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Corner Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Building Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
Minimum Lot Area	3,500 sf.**	4,400 sf.**	4,500 sf.**	4,950 sf.**	5,500 sf.**

*Garage facade on front load homes must be setback at minimum of 20 ft. from right-of-way.

** per Lot

*** Utility: Utilities and transformers/pull boxes will be located along front property lines within a 10' public utility easement adjacent to the right-of-way.

Roadway Standards

1. The N/S Arterial Street, as depicted on the Concept Plan shall be designed as a Major Arterial Street per City of Elgin Standards and as approved by the City of Elgin. It shall be consistent and in alignment with the N/S Arterial Street south of FM 1100.
2. Minor Streets with a ROW width of less than 100 ft. will not be designed with increased right-of-way on either side of any intersection with Arterial Streets and Collector Streets or Local Streets.
3. The N/S Arterial Street and Collector Streets may be designed with landscaped medians as shown on the Concept Plan to improve aesthetic quality and preserve trees consistent with the Typical Cross Section as shown below in Exhibit "K".

4. Local Streets may be designed with a 6-inch rollover curb consistent with the Typical Cross Section shown in **Exhibit "K"**.
5. Cul-de-sac maximum length shall not exceed 800 ft. measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac. The City approves cul-de-sac lengths that exceed the criteria for cul-de-sac lengths and serviced units stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, steep topography and external property boundaries. In such cases, the maximum number of units served shall still not exceed thirty (30) units.
6. Connectivity and termination points of Alleys shown in the Concept Plan shall be deemed as sufficient.
7. Street sidewalks and trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. If sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
9. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
10. Sidewalks along roadways in which there is not a residential lot shown on the Concept Plan shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

Drainage and Grading

1. Drainage collection facilities may be constructed with a mix of open channel and underground storm sewers.
2. All cut and fill land balancing shall be unlimited.

Signage

A Master Sign Plan has been prepared and is attached as Exhibit "J" to the Triada Development Agreement. If there is a conflict between Exhibit "J" and Section 32 of the REVISED CODE OF ORDINANCES, City of Elgin, Texas, 2013, Exhibit "J" shall prevail.

The Master Sign Plan as shown in **Exhibit "J"** identifies the sign types, quantities, and approximate locations. Approval of these development standards is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the development standards shall permit signage at the indicated locations on the Master Sign Plan but shall not be interpreted as approval of a sign permit. Each proposed sign within these development standards must be submitted to the inspection department for review and permit.

The Master Sign Plan shall include the following type of signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified and do not depict the actual sign form, but rather just the scale and massing that may be constructed.

Sign face area shall be defined as the area included within the smallest rectangle that can encompass the sign letters. The sign face area does not apply to logos, which will be considered a design feature separate from the sign face area.

1. Community Signs

The Community Sign category includes four (4) types of community signs. These signs either designate an entry or convey the character/identity of the community. The four community sign types include one (1) Primary Community Entry monument to be located along FM 1100, one (1) Primary Residential Entry monument to be located along the N/S Arterial Street, two (2) Secondary Community Entry monuments to be located along the N/S Arterial Street, and one (1) Community Identity Markers located along FM 1100. The Primary Community Entry monument as well as the Community Identity Markers can be located within the FM 1100 expansion right-of-way at the Owner's discretion.

2. Neighborhood Signs

A neighborhood sign (total not to exceed twenty-eight square feet (32sf.)) will be located at the entrance into each residential neighborhood.

3. Facility Sign

A Facility Sign (1) may be constructed with the Project. One (1) Facility Sign may be located at the entrance into the Amenity Center.

4. Special Signs

The Directional/Lifestyle Signs category includes a series of signs (total not to exceed six (6)) used to create a strong sense of place and guide people within the Project.

Sign Lighting

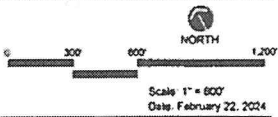
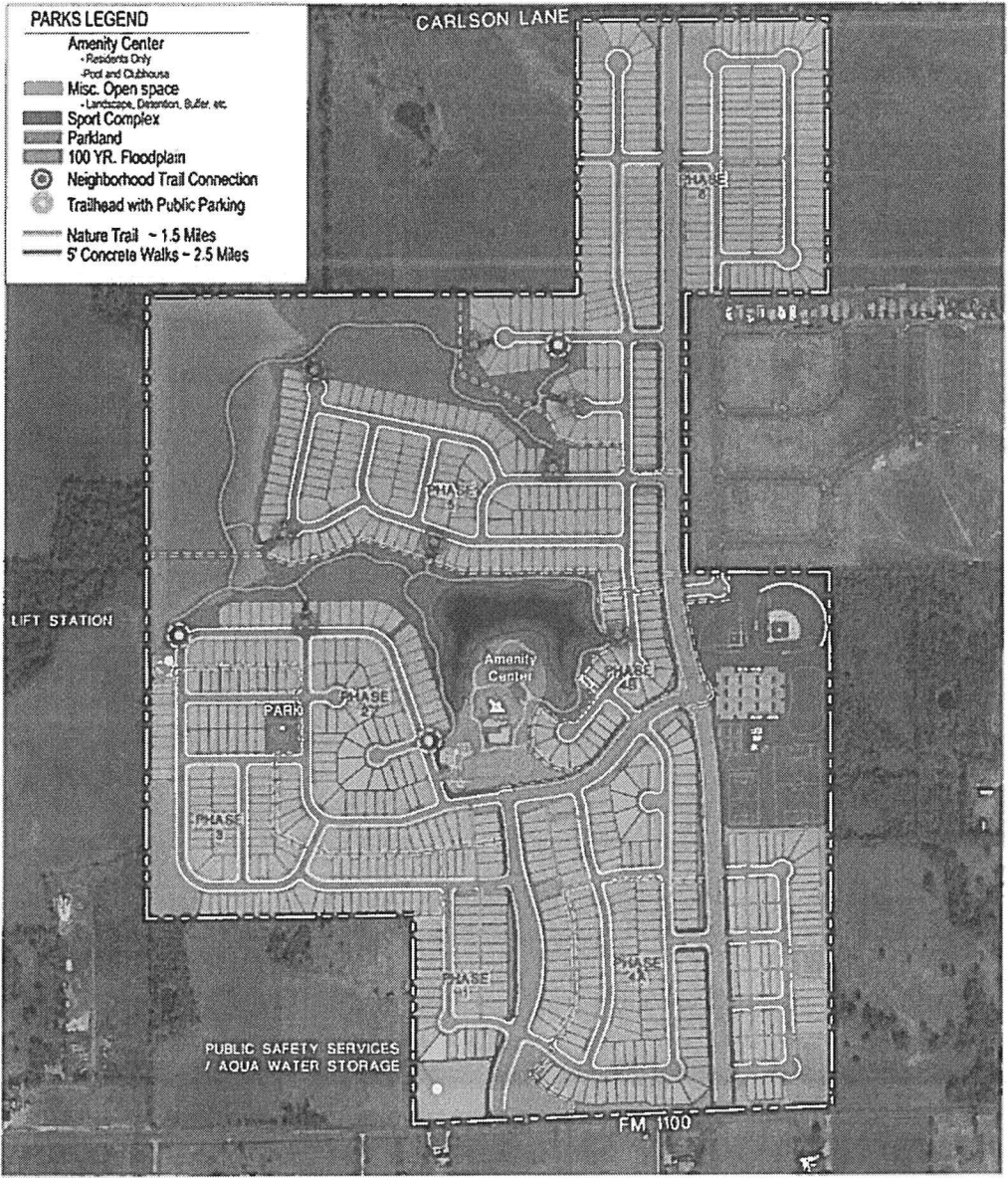
All signs constructed within the Project may be illuminated to increase visibility and/or enhance the aesthetics of the sign design. Sign lighting shall adhere to the following standards:

1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties.
2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting.

landscape up-lighting, and under cap lighting.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.

EXHIBIT "H" TO CONSENT AND DEVELOPMENT AGREEMENT
PARKS PLAN

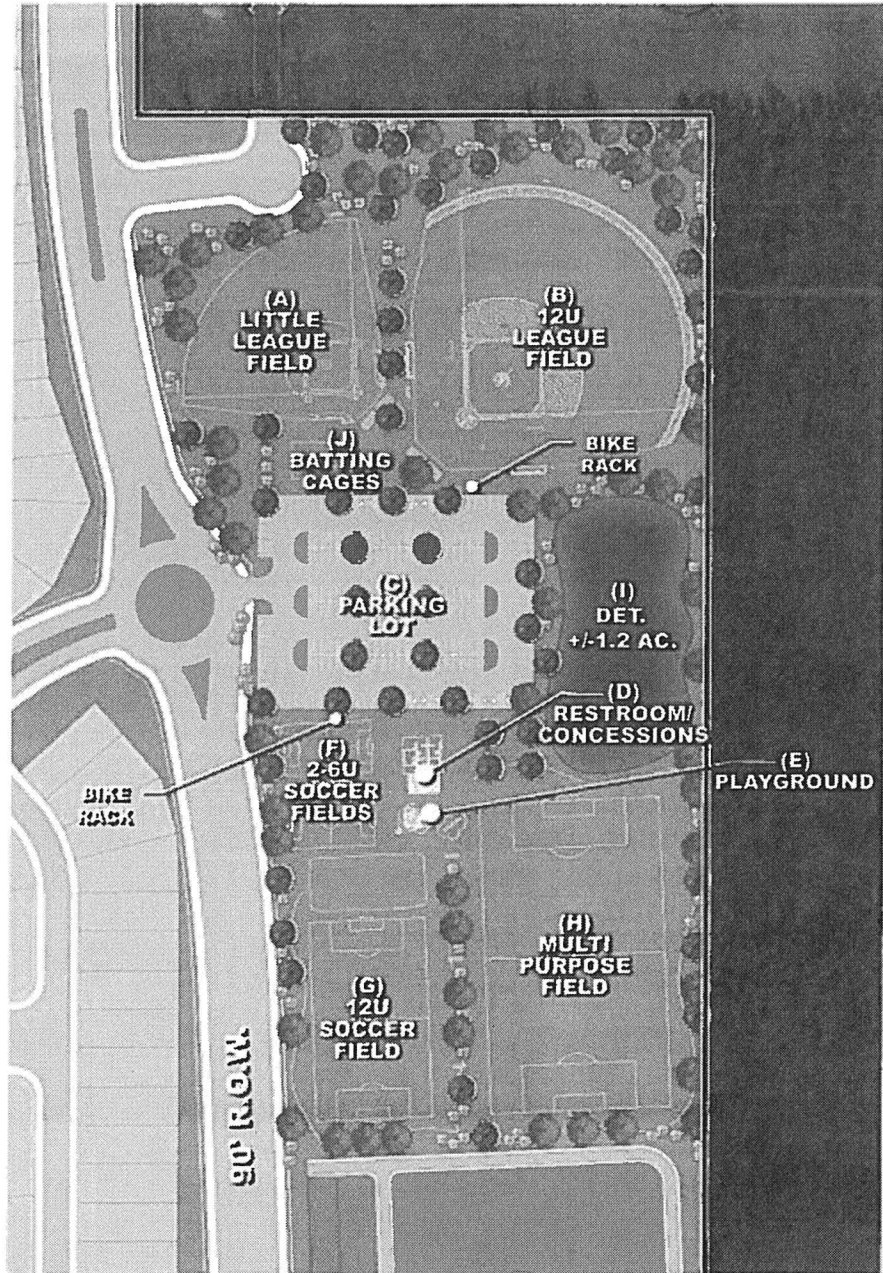


SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
4150 N. TEXAS
DALLAS, TEXAS 75245
214.638.8800
www.secplanning.com

EXHIBIT "H" PARKS PLAN
TRIADA
ELGIN, TEXAS

NOTES: 1. This is a conceptual plan and is not intended to be used for construction. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is developed in nature and does not represent any regulatory approval. Plan is subject to change.

**EXHIBIT "I" TO CONSENT AND DEVELOPMENT AGREEMENT
SPORTS COMPLEX & OPC**



SEC Planning, LLC
Land Planning • Engineering • Architecture •
Community Development •
Surveying • GIS

**SPORTING COMPLEX
NELLE RANCH
ELGIN, TEXAS**

North
Scale: 1" = 100'
Date: April 09, 2024

Some mapping compiled from local available information. All map data should be considered as preliminary, in need of verification, and subject to change. This drawing is prepared in metric and does not represent any regulatory approval. This is subject to change.

SEC Planning, LLC

Nelle Ranch Sporting Complex
Cost Estimate
Tuesday, April 3, 2024
Elgin, Texas

Category	Quantity	Unit	Cost	Total
A] LITTLE LEAGUE BASEBALL FIELD (250' FIELD)				
<u>Hardware</u>				
Outfield Fencing Chain (1/2" x 1/2" cap) (6' Height x 400' Length)	400	LF	\$ 18.00	\$ 7,200.00
Backstop Fencing Chain (1/2" x 1/2" Height x 16' ends x 12' wings)	1	EA	\$ 8,000.00	\$ 8,000.00
Sideline Fencing Chain (1/2" x 1/2" Height x 400' Length)	400	LF	\$ 20.00	\$ 8,000.00
Outpost Fencing	100	LF	\$ 18.00	\$ 1,800.00
Outpost Seating (21" in ground)	2	EA	\$ 1,500.00	\$ 3,000.00
Foul poles	2	EA	\$ 1,500.00	\$ 3,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
Score Board	1	L.S.	\$ 10,000.00	\$ 10,000.00
<u>Landscape</u>				
Earthwork and Site Grading (41,300 SF) - Imported Dirt	4,600	SY	\$ 3.50	\$ 16,100.00
Sodded and permanently irrigated (41,300 SF per field. 1 total)	41,300	SF	\$ 2.00	\$ 82,600.00
			SUBTOTAL	\$ 148,700.00
B] 12U BASEBALL FIELD (265' FIELD)				
<u>Hardware</u>				
Outfield Fencing Chain (1/2" x 1/2" cap) (6' Height x 550' Length)	550	LF	\$ 18.00	\$ 9,900.00
Backstop Fencing Chain (1/2" x 1/2" Height x 20' ends x 20' wings)	1	EA	\$ 14,000.00	\$ 14,000.00
Sideline Fencing Chain (1/2" x 1/2" Height x 400' Length)	400	LF	\$ 25.00	\$ 10,000.00
Outpost Fencing	100	LF	\$ 18.00	\$ 1,800.00
Outpost Seating (21" in ground)	2	EA	\$ 1,500.00	\$ 3,000.00
Foul poles	2	EA	\$ 1,500.00	\$ 3,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
Score Board	1	L.S.	\$ 10,000.00	\$ 10,000.00
<u>Landscape</u>				
Earthwork and Site Grading (52,250 SF) - Imported Dirt	10,250	SY	\$ 3.50	\$ 35,875.00
Sodded and permanently irrigated (52,250 SF per field. 1 total)	52,250	SF	\$ 2.00	\$ 104,500.00
			SUBTOTAL	\$ 292,875.00
C] Parking Lot				
210 Space Lot (9x18 stalls)	73,100	SF	\$ 11.00	\$ 804,100.00
6" Curb	2,650	LF	\$ 18.00	\$ 47,700.00
			SUBTOTAL	\$ 851,800.00
D] Restroom/Concessions building				
47x40' restroom/concessions building (11,000 s.f.)	1,800	SF	\$ 300.00	\$ 540,000.00
24' x 36' Covered Patio Pavilion	854	SF	\$ 150.00	\$ 128,100.00
			SUBTOTAL	\$ 668,100.00
E] Playground				
Playground Structure (3-12 year old) (including installation, freight)	1	LS	\$ 75,000.00	\$ 75,000.00
Seating	1	LS	\$ 15,000.00	\$ 15,000.00
Engineered wood fiber	3,600	SF	\$ 2.50	\$ 9,000.00
Play Curb and Ramp	250	LF	\$ 18.00	\$ 4,500.00
Playground Drainage (per site conditions, daylight to drain)	1	LS	\$ 3,000.00	\$ 3,000.00
			SUBTOTAL	\$ 106,500.00
F] [2] Two 6U Soccer Fields				
<u>Hardware</u>				
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 4' H x 6' Wide per set. Included: nets and anchors and freight	2	FIELDS	\$ 5,000.00	\$ 10,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
<u>Landscape</u>				
Earthwork and Site Grading (16,000 SF for 1 soccer field x 2 fields=12,000 SF)	1,333	SY	\$ 2.50	\$ 3,332.50
Soccer fields - each field measures 67 x 100' - sodded and permanently irrigated (6,000 SF per field. 2 total)	12,000	SF	\$ 2.00	\$ 24,000.00

K:\2004-3-CUCCO-Cadillac-LE-estimate 2023.08.29

Subtotal \$ 67,882.60

G 12U Soccer Field

Hardscape

Soccer goal, portable NCAA regulation soccer goal - Aluminum with end frames - 8' Ht x 34' Wide per set. Included: nets and anchors and freight

1 FIELDS \$ 11,300.00 \$ 11,300.00

Landscape

Earthwork and Site Grading (31,250 SF for 1 soccer field)

3,450 SF \$ 2.50 \$ 8,625.00

Soccer fields - each field measures 135' x 235' - sodded and permanently irrigated (69,300 SF per field. 1 total)

31,250 SF \$ 2.00 \$ 62,500.00

Subtotal \$ 82,425.00

H Adult Multi-Purpose Field

Hardscape

Football Goal Posts

1 Fields \$ 15,300.00 \$ 15,300.00

Soccer goal, portable NCAA regulation soccer goal - Aluminum with end frames - 8' Ht x 34' Wide per set. Included: nets and anchors and freight

1 Fields \$ 11,300.00 \$ 11,300.00

Landscape

Earthwork and Site Grading 75,600 SF for 1 soccer field

8,400 SF \$ 2.50 \$ 21,000.00

Multi-Purpose field - each field measures 367' x 210' - sodded and permanently irrigated (75,600 SF per field. 1 total)

69,300 SF \$ 2.00 \$ 138,600.00

Subtotal \$ 156,800.00

I Site Hardscape/Lighting/Landscape

Hardscape

6' Walks

2,600 LF \$ 18.00 \$ 46,800.00

6' Decomposed Granite Bike Trail

125 CY \$ 95.00 \$ 11,875.00

6' Concrete Bike Trail (1,700 LF x \$18.00 = \$30,600.00)

Site Furniture (benches/tree/water fountains, etc.)

1 LB \$ 25,000.00 \$ 25,000.00

Bike Racks

2 EA \$ 1,000.00 \$ 2,000.00

Lighting at Park

Musco Lighting - includes 20 poles for all fields, Material and installation with similar HID product. Power available within 100' from fields. Product can be added to the same remote control and monitoring system existing on site. 10 year labor warranty. (MEP and electrical connections not included)

1 Allowance \$ 1,000,000.00 \$ 1,000,000.00

Landscape

Seeding/Revegetation of remainder of parkland

352,000 SF \$ 1.00 \$ 352,000.00

Shade Trees (per plan)

100 EA \$ 750.00 \$ 75,000.00

Ornamental Trees (per plan)

100 EA \$ 450.00 \$ 45,000.00

Subtotal \$ 1,667,775.00

J Batting Cages - total of 8

Mastodon Engineered Batting Cage System for 8 batting cages (12' H x 14' W x 70' L - includes backstop, hanging cords, ball cap, pitching platform, nylon batter's box, batting cage turf netting and shipping for equipment)

3 EA \$ 18,000.00 \$ 54,000.00

Batters box concrete pad

312 SF \$ 12.00 \$ 3,744.00

1' wide cage separation curb

504 SF \$ 15.00 \$ 7,560.00

Chain link Perimeter Fence (18 ft height) To be located at perimeter of batting cages

202 LF \$ 18.00 \$ 3,636.00

Synthetic Turf per batting cage

3 EA \$ 5,300.00 \$ 15,900.00

Road Base (10" thick) under synthetic turf

3,636 SF \$ 1.60 \$ 5,817.60

6' Concrete Inlets 4" thick; brown finish, no color - connecting to existing parking lot

185 LF \$ 36.00 \$ 6,660.00

1' wide chain link perimeter curb

202 LF \$ 15.00 \$ 3,030.00

6' bench

1 EA \$ 2,500.00 \$ 2,500.00

Trash receptacle

1 EA \$ 2,000.00 \$ 2,000.00

Grading and site preparation

1 Allowance \$ 10,000.00 \$ 10,000.00

Subtotal \$ 118,672.60

NELLE RANCH SPORTING COMPLEX PARK SUBTOTAL \$ 4,076,074.50

Contingency 10% \$ 407,607.45

Grand Total: \$ 4,483,681.95

SIGN LEGEND

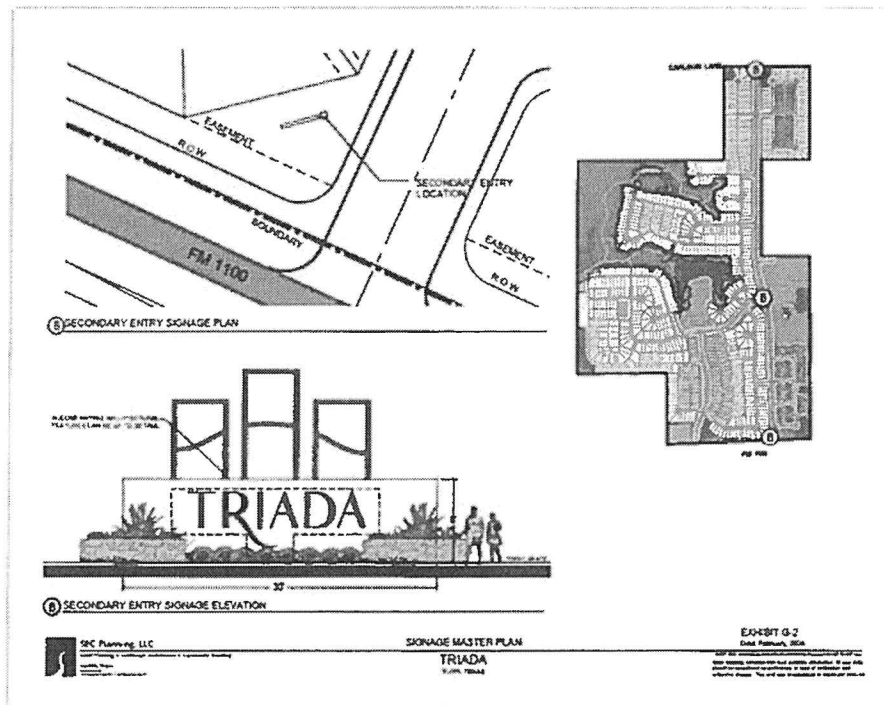
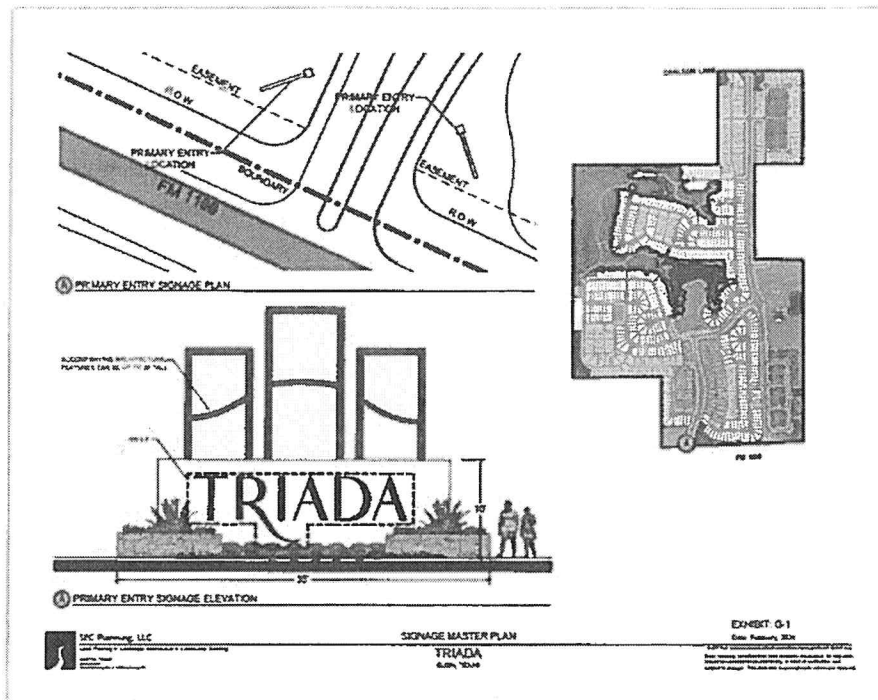
- (A) Primary Community Entry Sign
- (B) Secondary Community Entry Sign
- (C) Amenity Center Entry Sign
- (D) Sports Complex Sign
- (E) Trail Head Sign
- (F) Wayfinding Sign
- (G) Neighborhood Connection

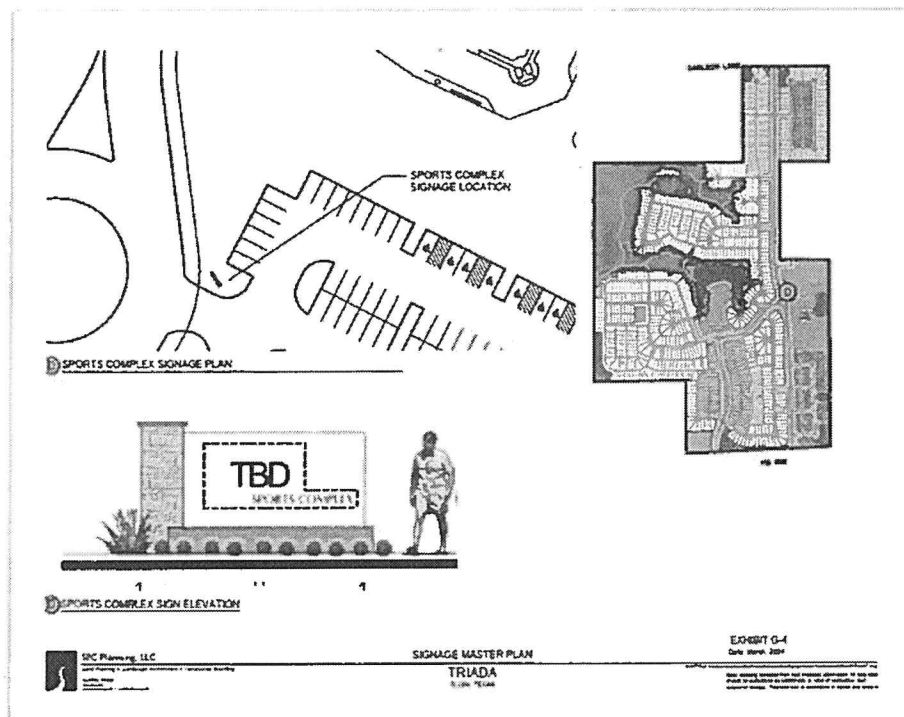
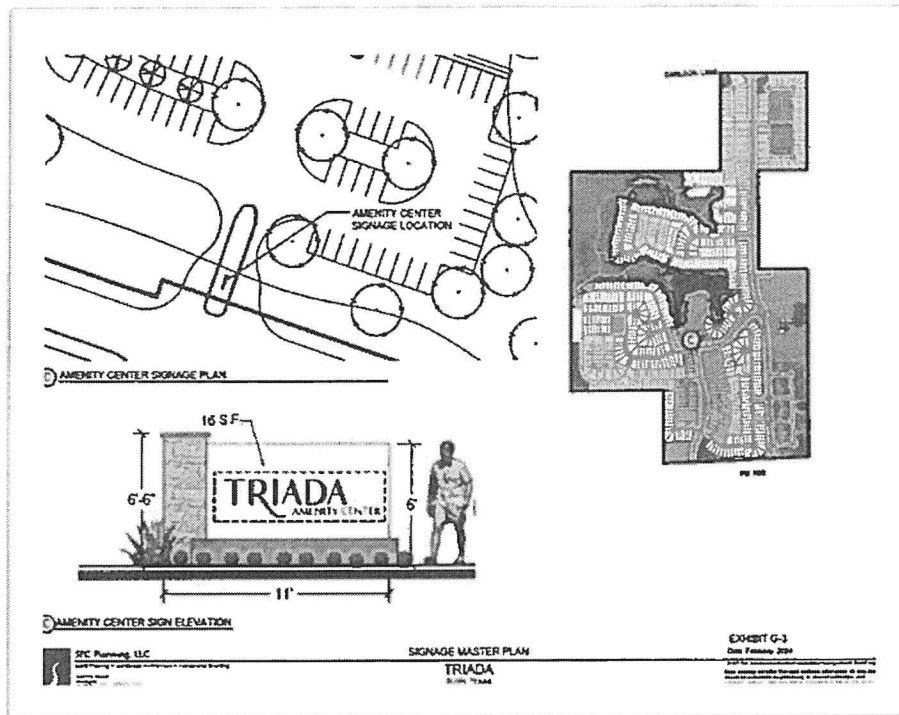
EXHIBIT "J" SIGN PLAN

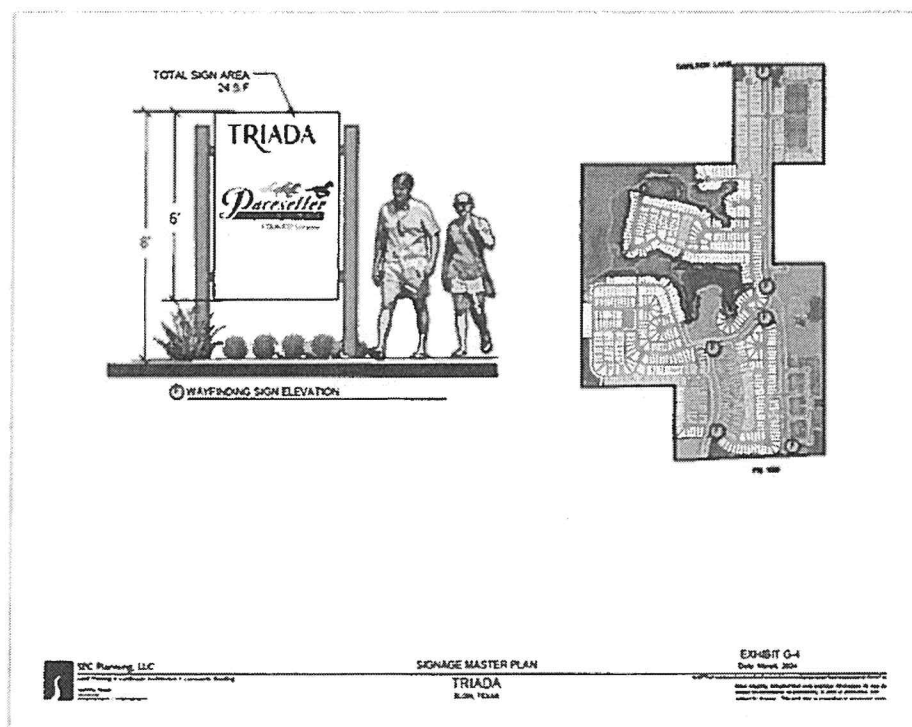
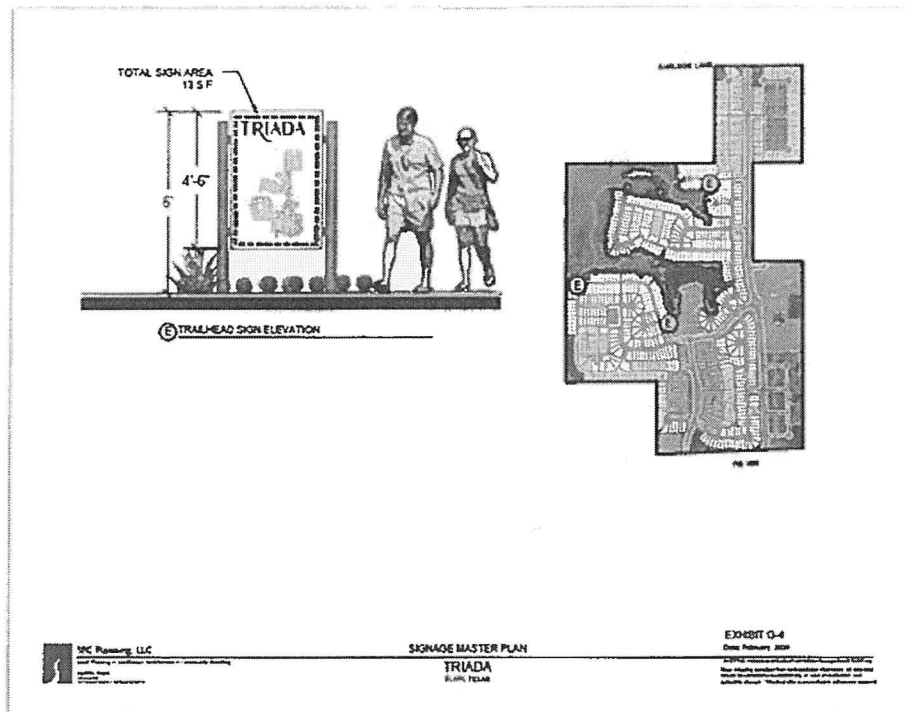
TRIADA
ELGIN, TEXAS

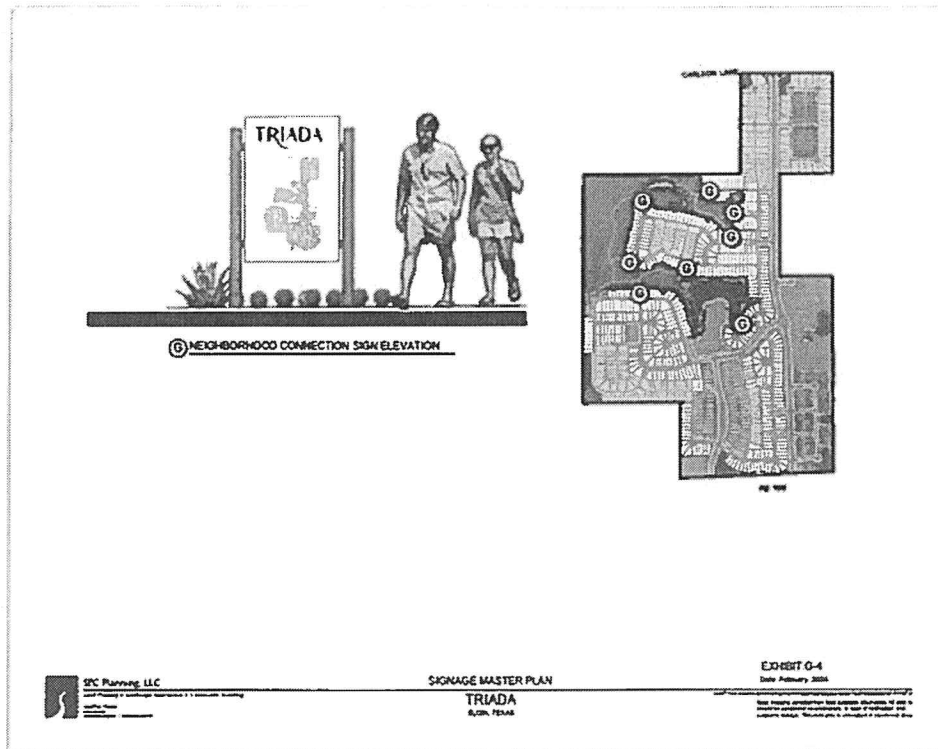
Scale: 1" = 600'
Date: March 28, 2009

NOTES: All measurements shown are approximate and should be verified by field survey. All signs shall be constructed in accordance with the Texas Department of Transportation (TxDOT) standards. This plan is subject to change without notice. The sign layout is subject to change without notice. The sign layout is subject to change without notice.

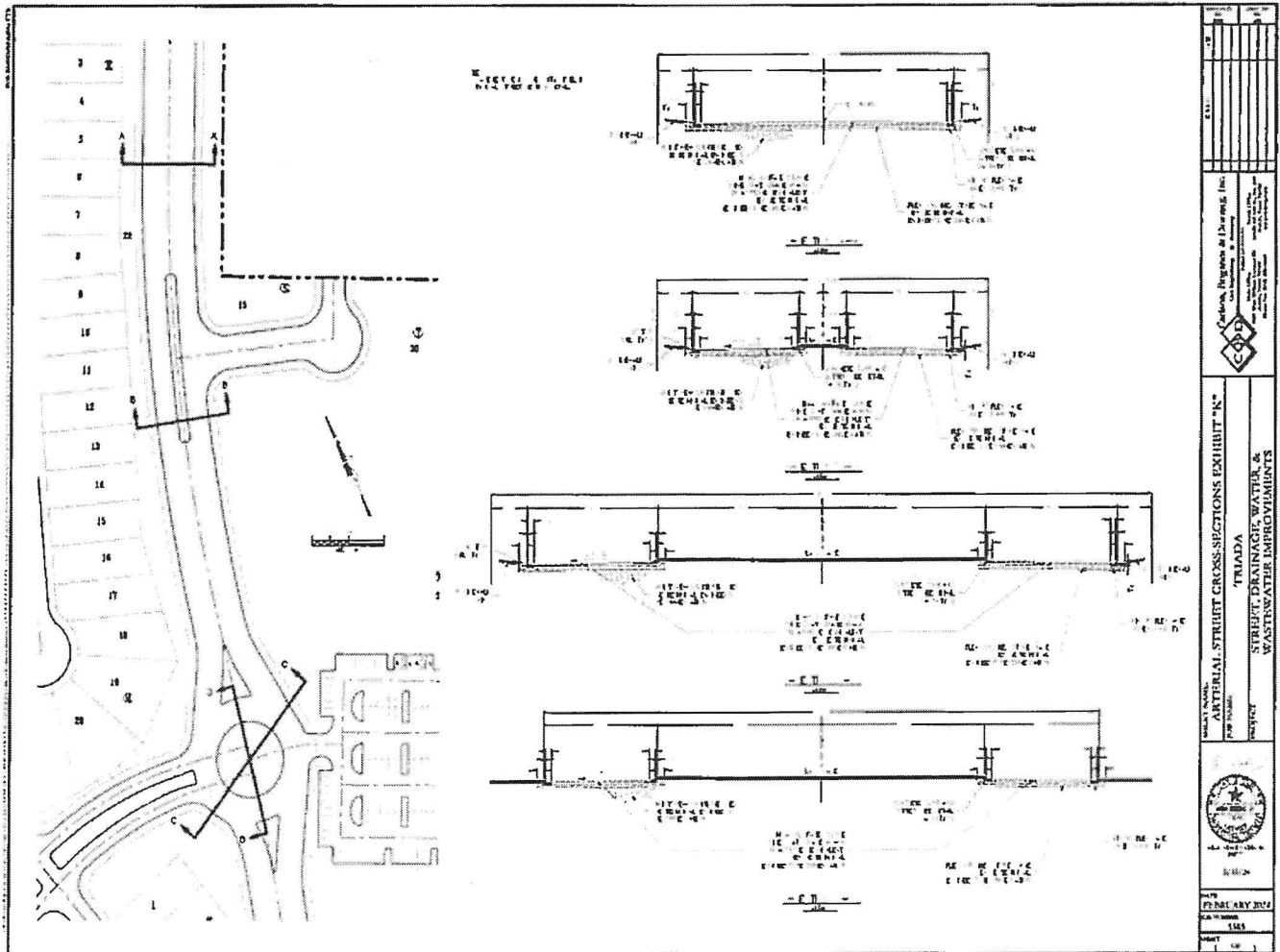








N/S ARTERIAL STREET SECTIONS



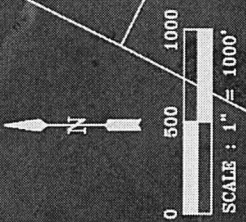
TRIADA CONSENT AND
DEVELOPMENT
AGREEMENT AREA



CARLSON LANE

COUNTY LINE ROAD

FM1100



RESOLUTION NO. 2024-05-21-54

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of May 2024


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

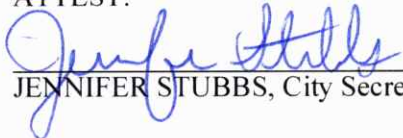

JENNIFER STUBBS, City Secretary



Exhibit A

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Board approved and adopted this Agreement on May 21, 2024 in open session at a meeting held in accordance with all applicable laws; and

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

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

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

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

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

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

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

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

full purposes as provided for herein.

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

ARTICLE I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. TAXATION

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

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

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

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

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

ARTICLE V. TERM

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

ARTICLE VI. BREACH, NOTICE AND REMEDIES

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

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

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

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

ARTICLE VII. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Exhibit B

Depiction of the Development
Legal Description of the Development

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



APPROVED AND ADOPTED BY THE CITY COUNCIL
OF THE CITY OF ELGIN ON May 21, 2024.

CITY OF ELGIN

Theresa Y. McShan
Mayor
City of Elgin

ATTEST:

Jennifer Stubbs
JENNIFER STUBBS, City Secretary

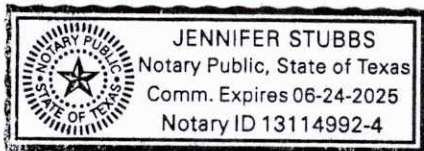
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 21st day of May,
2024, by Theresa Y. McShan, Mayor of the City
of Elgin, on behalf of said municipality.

(Seal and Expiration)



Jennifer Stubbs
Notary Public, State of Texas

APPROVED AND ADOPTED BY TRIADA MUNICIPAL
UTILITY DISTRICT ON November 18, 2025.

TRIADA MUNICIPAL UTILITY DISTRICT

By: Gary Newman

Printed Name: Gary Newman

Title: President

ATTEST:

[Signature]
District Secretary

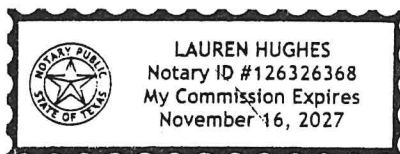
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 18th day of November,
2025, by Gary Newman,
President of Triada Municipal Utility District.

(Seal and Expiration)

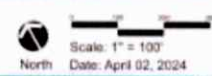


Notary Public, State of Texas

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

Concept Plan





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



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Bonding

RAUSTIN, BLANK
11111 14th Street
www.secplanning.com • info@secplanning.com

SHEET 2
TRIADA
ELGIN, TEXAS



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

SHEET FILE: H:\2024\02\02\Triada\Planning\Triada_Plan_Sheet2.dwg
This mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Planning
 10101 N. 101st Ave., Suite 100
 Dallas, Texas 75243
 www.secplanning.com • info@secplanning.com

SHEET 3
TRIADA
 ELGIN, TEXAS

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

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

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

Survey with Metes & Bounds Description

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

METES AND BOUNDS

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

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

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

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

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

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

PATH: - J:\AC3D\ 5535-022\SURVEY\METES AND BOUNDS\M&B - 271.82 ACRES - MUD TRACT.DOC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

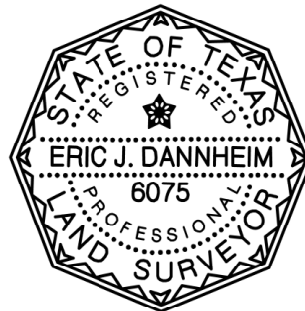
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY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

Surveyed by: _____



3/5/24

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



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

LEGEND

- 1. 100-UNIT APARTMENT BUILDING
- 2. PARKING SPACES
- 3. DRIVEWAY
- 4. SIDEWALK
- 5. STREET
- 6. LOT LINE
- 7. EASEMENT
- 8. EXISTING UTILITY
- 9. PROPOSED UTILITY
- 10. EXISTING LANDSCAPE
- 11. PROPOSED LANDSCAPE
- 12. EXISTING FENCE
- 13. PROPOSED FENCE
- 14. EXISTING SIGN
- 15. PROPOSED SIGN
- 16. EXISTING LIGHT FIXTURE
- 17. PROPOSED LIGHT FIXTURE
- 18. EXISTING TREE
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- 34. EXISTING RETAINING WALL
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- 222. EXISTING DRAINAGE
- 223. PROPOSED DRAINAGE
- 224. EXISTING FLOOD WALL
- 225. PROPOSED FLOOD WALL
- 226. EXISTING RETAINING WALL
- 227. PROPOSED RETAINING WALL
- 228. EXISTING FENCE
- 229. PROPOSED FENCE
- 230. EXISTING SIGN
- 231. PROPOSED SIGN
- 232. EXISTING LIGHT FIXTURE
- 233. PROPOSED LIGHT FIXTURE
- 234. EXISTING TREE
- 235. PROPOSED TREE
- 236. EXISTING SHrub
- 237. PROPOSED SHrub
- 238. EXISTING GRASS
- 239. PROPOSED GRASS
- 240. EXISTING PAVEMENT
- 241. PROPOSED PAVEMENT
- 242. EXISTING CURB
- 243. PROPOSED CURB
- 244. EXISTING GUTTER
- 245. PROPOSED GUTTER
- 246. EXISTING DRAINAGE
- 247. PROPOSED DRAINAGE
- 248. EXISTING FLOOD WALL
- 249. PROPOSED FLOOD WALL
- 250. EXISTING RETAINING WALL
- 251. PROPOSED RETAINING WALL
- 252. EXISTING FENCE
- 253. PROPOSED FENCE
- 254. EXISTING SIGN
- 255. PROPOSED SIGN
- 256. EXISTING LIGHT FIXTURE
- 257. PROPOSED LIGHT FIXTURE
- 258. EXISTING TREE
- 259. PROPOSED TREE
- 260. EXISTING SHrub
- 261. PROPOSED SHrub
- 262. EXISTING GRASS
- 263. PROPOSED GRASS
- 264. EXISTING PAVEMENT
- 265. PROPOSED PAVEMENT
- 266. EXISTING CURB



2017 Fall				
Class	Section	1st 30-Min	7-8:45 AM	THUR
101	101-001	8:45-9:30 AM	9:30 AM	10:00 AM

Unit 1: Introduction		
Unit	Topic	Duration
1	Introduction to the course	10 minutes
2	Unit 2: The Basics	15 minutes

10. Which of the following is **NOT** a function of the skeletal system?

 A. support

 B. protection

 C. movement

 D. blood cell production

[illegible]

TABLE 1. *Mean (SD) Age, Sex, and Ethnicity of the Study Population*

Characteristic	Age (years)	Sex (%)	Ethnicity (%)
Male	61.7 (10.1)	50	70
Female	61.7 (10.1)	50	30
Total	61.7 (10.1)	100	100



Cutlery, Edgware & Dorring, Inc.
 1200 15th Street, N.E.
 Atlanta, GA 30309
 Phone: 404/525-1111
 Fax: 404/525-1112



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSTRUCTION SERVICES AT THE WATER TREATMENT PLANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Michael Gonzalez, Director of Public Works)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the resolution authorizing the City Manager to execute the agreement for construction services.

BACKGROUND:

We received a grant from The GLO via A Mitigation grant to improve essential facilities. However, the grant is intended to be a supplement to ongoing work the City is doing. The Engineers along with staff put together a cost estimate and a bid package. The bid results are provided there in the letter.

BUDGET/FINANCIAL IMPACT:

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

The grant stipulations are that the City Spend our portion first. About \$4M then the grant would cover the rest about \$1.9M and giving a total of about \$5,728,407.00 more or less.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RESOLUTIONE832
2. Bid Award Recommendation - Elgin WTP Filter Expansion

{ } 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. 2026-08-18-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSTRUCTION SERVICES AT THE WATER TREATMENT PLANT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has previously been awarded certain funds from the hurricane Harvey mitigation assistance program commonly known by staff as contract CDBG MIT-MOD E832; and,

WHEREAS, The City staff is resolved to make improvements to the water treatment plant making the system more resilient in times of disaster; and,

WHEREAS, City staff have advertised for and received bids for construction to make such improvements and now present those facts to Council.

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

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

Section 2. Authorization. The City Manager or Mayor is hereby authorized to execute a proposal for construction services with C.C. Carlton of Austin, Texas in the amount of \$5,478,107.00 and attached and identified as Exhibit A. “Water Treatment Plant Filter Expansion Improvements **GLO #24-065-100-E832 Bid Award Recommendation**” copied verbatim herein.

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

Section 4. Funding. This project is funded by a hazard mitigation grant E832 additionally funds from impact fees would cover the remaining balance.

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

PASSED AND ADOPTED this 18th day of AUGUST 2026

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Member of **WSP**

505 East Huntland Drive
Suite 250
Austin, Texas 78752

† 512.454.8716
T.B.P.E. #F-8632

August 12, 2026

Honorable Theresa McShan, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Mr. Robert Eads, City Manager

**RE: Water Treatment Plant Filter Expansion Improvements
GLO #24-065-100-E832
Bid Award Recommendation**

Dear Mayor McShan:

Five (5) sealed bids were received on July 1, 2026, at 11:00 AM for the above-referenced project. The base bids ranged from a low of \$4,931,107.00 from C.C. Carlton Industries, LLC, of Austin to a high of \$8,312,670.00 from Posillico Civil, Inc. of Austin. The base bid is consistent with the original General Land Office (GLO) funding application. For plant No. 1, it includes filter media replacement, aerator rehabilitation, and air blower replacement. For plant No. 2, it includes six (6) new filters, existing filter valves replacement, aerator rehabilitation and chlorine feed/storage equipment. A detailed bid tabulation is attached for your reference.

In addition to the base bid, there are sixteen (16) alternate bid items. Following discussions with City Staff, it is recommended that bid items P.A.6 (Plant No. 2 Filter media replacement), P.A.13 (caustic storage/feed system) and P.A.14 (Plant No. 1 Clarifier gear replacement), also be accepted at an additional amount of \$547,000.00 from the low bidder, for an adjusted total low bid amount of \$5,478,107.00.

The low bidder, C.C. Carlton Industries, LLC has completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that C.C. Carlton Industries, LLC has completed those projects to the satisfaction of both the Owners and the Engineers. Therefore, it is recommended that the City award the project to the low bidder, C.C. Carlton Industries, LLC in the amount of \$5,478,107.00. The contractor has a bid bond and will be required to furnish payment and performance bonds to the City upon execution. The contract construction period is 390 (three hundred ninety) consecutive calendar days.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "H. Craig Bell". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

H. Craig Bell, P.E.
Director of W/WW Engineering
Austin Office

				C.C. Carlton Industries, LLC 3102 Bee Caves Road. Suite 200 Austin, Texas 78746		BCI Water Resources Group, Inc. 2 Rosewood Drive Wilder, Kentucky 41076		Keystone Construction Services, LP 201 South Avenue G. Suite 201 Johnson City, Texas 78636	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Performance and Payment Bonds	1	LS	\$113,200.00	\$113,200.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
P.2	Mobilization and De-mobilization	1	LS	\$230,000.00	\$230,000.00	\$45,000.00	\$45,000.00	\$325,000.00	\$325,000.00
P.3	Plant No. 2 New Filters & Replace Existing Filters Valves	1	LS	\$3,200,000.00	\$3,200,000.00	\$4,907,000.00	\$4,907,000.00	\$4,829,880.00	\$4,829,880.00
P.4	Plant No. 1 Existing Filters Media Replacement	1	LS	\$200,000.00	\$200,000.00	\$118,000.00	\$118,000.00	\$230,000.00	\$230,000.00
P.5	Plant No. 1 Aerator Rehab	1	LS	\$200,000.00	\$200,000.00	\$135,000.00	\$135,000.00	\$142,000.00	\$142,000.00
P.6	Plant No. 2 Aerator Rehab	1	LS	\$280,000.00	\$280,000.00	\$253,000.00	\$253,000.00	\$215,000.00	\$215,000.00
P.7	Plant No. 1 Air Blower Replacement	1	LS	\$580,000.00	\$580,000.00	\$518,000.00	\$518,000.00	\$650,000.00	\$650,000.00
P.8	Replace Chlorine Feed/Storage Equipment	1	LS	\$100,000.00	\$100,000.00	\$130,000.00	\$130,000.00	\$225,000.00	\$225,000.00
P.9	OSHA Requirements	400	LF	\$6.00	\$2,400.00	\$1.00	\$400.00	\$5.00	\$2,000.00
P.10	SCADA	1	LS	\$5,507.00	\$5,507.00	\$6,000.00	\$6,000.00	\$6,100.00	\$6,100.00
P.11	Storm Water Pollution Prevention Plan	1	LS	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00
TOTAL BASE BID PROPOSAL					\$4,931,107.00		\$6,199,400.00		\$6,714,980.00
ADDITIVE ALTERNATE BID ITEMS									
P.A.1	Elevated Platform Between Plants	1	LS	\$280,000.00	\$280,000.00	\$218,000.00	\$218,000.00	\$275,000.00	\$275,000.00
P.A.2	Plant No. 1 Air Compressor	1	LS	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$65,000.00	\$65,000.00
P.A.3	Plant No. 1 Filter Underdrain Replacement	1	LS	\$200,000.00	\$200,000.00	\$174,000.00	\$174,000.00	\$160,000.00	\$160,000.00
P.A.4	Plant No. 1 Filter Valve Replacement	1	LS	\$1,300,000.00	\$1,300,000.00	\$1,106,000.00	\$1,106,000.00	\$1,310,000.00	\$1,310,000.00
P.A.5	Plant No. 1 New Access Platforms/Supports	1	LS	\$425,000.00	\$425,000.00	\$52,000.00	\$52,000.00	\$130,000.00	\$130,000.00
P.A.6	Plant No. 2 Filter Media Replacement	1	LS	\$220,000.00	\$220,000.00	\$118,000.00	\$118,000.00	\$330,000.00	\$330,000.00
P.A.7	Remove Storage Shed at Plant No 1	1	LS	\$40,000.00	\$40,000.00	\$2,500.00	\$2,500.00	\$22,000.00	\$22,000.00
P.A.8	Chem Feed Building HVAC Replacement	1	LS	\$160,000.00	\$160,000.00	\$138,000.00	\$138,000.00	\$96,000.00	\$96,000.00
P.A.9	Plant No. 1/2 Repaint Exposed Piping	1	LS	\$36,000.00	\$36,000.00	\$175,000.00	\$175,000.00	\$25,000.00	\$25,000.00
P.A.10	Access Road Hot Mix Overlay	1	LS	\$35,000.00	\$35,000.00	\$49,000.00	\$49,000.00	\$40,000.00	\$40,000.00
P.A.11	Replace Four (4) Return Pumps	1	LS	\$510,000.00	\$510,000.00	\$355,000.00	\$355,000.00	\$410,000.00	\$410,000.00
P.A.12	Return Water Flow Meter Vaults	1	LS	\$220,000.00	\$220,000.00	\$200,000.00	\$200,000.00	\$231,000.00	\$231,000.00
P.A.13	Caustic Storage/Feed System	1	LS	\$187,000.00	\$187,000.00	\$248,000.00	\$248,000.00	\$287,000.00	\$287,000.00
P.A.14	Plant No.1 Clarifier Gear Replacement	1	LS	\$140,000.00	\$140,000.00	\$100,000.00	\$100,000.00	\$124,000.00	\$124,000.00
P.A.15	Concrete Wall Crack Repair	400	LF	\$30.00	\$12,000.00	\$65.00	\$26,000.00	\$40.00	\$16,000.00
P.A.16	Plant No. 1 Flow Meter Conduit	1	LS	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$34,000.00	\$34,000.00
TOTAL ALTERNATE BID ITEMS					\$3,840,000.00		\$2,998,500.00		\$3,555,000.00
Total Base Bid Plus Alternate Items P.A.6, P.A.13 & P.A.14						\$5,478,107.00		\$6,665,400.00	\$7,455,980.00

				TAKNEK LLC 4400 West Highway 82 Gainesville, Texas 76240		Posillico Civil Inc. 2101 S IH-35, Suite 500 Austin, Texas 78610	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL							
P.1	Performance and Payment Bonds	1	LS	\$240,000.00	\$240,000.00	\$66,120.00	\$66,120.00
P.2	Mobilization and De-mobilization	1	LS	\$300,000.00	\$300,000.00	\$410,000.00	\$410,000.00
P.3	Plant No. 2 New Filters & Replace Existing Filters Valves	1	LS	\$4,903,855.00	\$4,903,855.00	\$6,650,000.00	\$6,650,000.00
P.4	Plant No. 1 Existing Filters Media Replacement	1	LS	\$160,000.00	\$160,000.00	\$190,000.00	\$190,000.00
P.5	Plant No. 1 Aerator Rehab	1	LS	\$95,000.00	\$95,000.00	\$142,500.00	\$142,500.00
P.6	Plant No. 2 Aerator Rehab	1	LS	\$190,000.00	\$190,000.00	\$304,000.00	\$304,000.00
P.7	Plant No. 1 Air Blower Replacement	1	LS	\$620,000.00	\$620,000.00	\$351,500.00	\$351,500.00
P.8	Replace Chlorine Feed/Storage Equipment	1	LS	\$320,000.00	\$320,000.00	\$171,000.00	\$171,000.00
P.9	OSHA Requirements	400	LF	\$37.50	\$15,000.00	\$9.50	\$3,800.00
P.10	SCADA	1	LS	\$10,000.00	\$10,000.00	\$5,700.00	\$5,700.00
P.11	Storm Water Pollution Prevention Plan	1	LS	\$30,000.00	\$30,000.00	\$18,050.00	\$18,050.00
TOTAL BASE BID PROPOSAL					\$6,883,855.00		\$8,312,670.00
ADDITIVE ALTERNATE BID ITEMS							
P.A.1	Elevated Platform Between Plants	1	LS	\$310,000.00	\$310,000.00	\$417,000.00	\$417,000.00
P.A.2	Plant No. 1 Air Compressor	1	LS	\$65,000.00	\$90,000.00	\$74,000.00	\$74,000.00
P.A.3	Plant No. 1 Filter Underdrain Replacement	1	LS	\$160,000.00	\$250,000.00	\$185,000.00	\$185,000.00
P.A.4	Plant No. 1 Filter Valve Replacement	1	LS	\$1,310,000.00	\$1,250,000.00	\$1,125,000.00	\$1,125,000.00
P.A.5	Plant No. 1 New Access Platforms/Supports	1	LS	\$130,000.00	\$160,000.00	\$127,000.00	\$127,000.00
P.A.6	Plant No. 2 Filter Media Replacement	1	LS	\$330,000.00	\$170,000.00	\$133,000.00	\$133,000.00
P.A.7	Remove Storage Shed at Plant No 1	1	LS	\$22,000.00	\$35,000.00	\$18,000.00	\$18,000.00
P.A.8	Chem Feed Building HVAC Replacement	1	LS	\$96,000.00	\$95,000.00	\$308,000.00	\$308,000.00
P.A.9	Plant No. 1/2 Repaint Exposed Piping	1	LS	\$25,000.00	\$90,000.00	\$118,000.00	\$118,000.00
P.A.10	Access Road Hot Mix Overlay	1	LS	\$40,000.00	\$70,000.00	\$36,000.00	\$36,000.00
P.A.11	Replace Four (4) Return Pumps	1	LS	\$410,000.00	\$360,000.00	\$227,000.00	\$227,000.00
P.A.12	Return Water Flow Meter Vaults	1	LS	\$231,000.00	\$190,000.00	\$140,000.00	\$140,000.00
P.A.13	Caustic Storage/Feed System	1	LS	\$287,000.00	\$170,000.00	\$384,000.00	\$384,000.00
P.A.14	Plant No.1 Clarifier Gear Replacement	1	LS	\$124,000.00	\$200,000.00	\$124,000.00	\$124,000.00
P.A.15	Concrete Wall Crack Repair	400	LF	\$225.00	\$90,000.00	\$110.00	\$44,000.00
P.A.16	Plant No. 1 Flow Meter Conduit	1	LS	\$34,000.00	\$40,000.00	\$29,000.00	\$29,000.00
TOTAL ALTERNATE BID ITEMS					\$3,570,000.00		\$3,489,000.00
Total Base Bid Plus Alternate Items P.A.6, P.A.13 & P.A.14					\$7,423,855.00		\$8,953,670.00



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE HAZARD MITIGATION ASSISTANCE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Michael Gonzalez, Public Works Director)

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the resolution authorizing the City Manager to execute an agreement for engineering services for the hazard mitigation assistance grant

BACKGROUND:

The City of Elgin previously applied for and was awarded funds to pursue emergency backup connections at critical water facilities. Through several months of work and determining a cost price analysis with the grant writers and the state, we have come to an agreement with WGA for the design services for this grant and the project as a whole. This item is a contract for the design of those facilities as presented.

BUDGET/FINANCIAL IMPACT:

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

This is a proposal for grant writing services in the amount of \$186,900.00. See attachment labeled "Exhibit A" for more information.

RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. RESOLUTION DR4488 GENERATORS
2. Exhibit A: Engineering Services Agreement with FEMA provisions (2)_05-07-2026

{ } 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. 2026-08-18-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE HAZARD MITIGATION ASSISTANCE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has previously been awarded funds for a project to install emergency generators and transfer switches at critical infrastructure points throughout the water system; and,

WHEREAS, The City staff advertised and received proposals for engineering services to install such devices to support the water system; and,

WHEREAS, City staff have reviewed, approved, and now recommend this agreement to be swiftly executed to begin the project.

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

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

Section 2. Authorization. The City Manager or Mayor is hereby authorized to execute a proposal for grant writing services in the amount of \$186,900.00 and attached and identified as Exhibit A. “Engineering service agreement to install Automatic transfer switches and emergency generators to serve critical facilities” copied verbatim herein.

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

Section 4. Funding. This project is funded by a hazard mitigation grant and does not represent a substantial impact to the City’s general fund.

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

PASSED AND ADOPTED this 18th day of August 2026

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

ENGINEERING SERVICES

PART I - SERVICE AGREEMENT

This AGREEMENT, entered this _____ day of _____, 2026 by and between the CITY OF ELGIN, hereinafter called "City," acting herein by Theresa Y. McShan, Mayor hereunto duly authorized, and Ward, Getz and Associates LLC hereinafter called "Firm," acting herein by Kevin Beau Perry, P.E.

WITNESSETH THAT:

WHEREAS, the City of Elgin desires to install Automatic transfer switches and emergency generators to serve critical facilities under the general direction of the Federal Emergency Management Agency, hereinafter called "FEMA" Hazard Mitigation Assistance, hereinafter called "HMA," grant programs administered by GrantWorks, Inc., hereinafter called "GrantWorks;" and WHERE the City desires to engage the Firm to render certain engineering services in connection with the City of Elgin Critical Facilities Generator project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance

The services of the Firm shall commence on date above given. In any event, all of the services required and performed hereunder shall be completed no later than the ending date established by the Contract associated with the abovementioned project upon award. The contract award is contingent upon the receipt of HMA funds. If no such funds are awarded, the contract shall terminate.

3. Local Program Liaison

For the purposes of this Agreement, the City Manager of the City of Elgin, Robert Eads, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records

GrantWorks, Inc., FEMA, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the FIRM which are pertinent to the FEMA award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's FEMA contract.

5. Retention of Records

The FIRM shall retain all required records for three (3) years after the City makes its final payment and all pending matter are closed.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$186,900.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by the Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I – IV, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and the Firm.

IN WITNESSETH WHERE OF, the parties have executed this Agreement by causing the same to be signed on the date and year first above written.

BY: _____
City of Elgin, Texas

Printed Name

Title

Date

BY: _____
TRC Engineering, Inc.

Kevin Beau Perry
Printed Name

Regional Practice Leader
Title

5-07-26
Date

Part II - Scope of Services

The Firm shall render the following professional services necessary for the development of the project:

POST-AWARD SCOPE OF SERVICES

BASIC SERVICES

1. Attend preliminary conference with City and GrantWorks regarding project requirements.
1. Assist with preparation of a comprehensive Benefit/Cost Analysis.
2. Prepare a final Engineering Study and Report
3. Assist with a comprehensive environmental and historical assessment as applicable
4. Prepare Preliminary Plans and Specifications and review with City
5. Prepare final project plans and specifications and review with City
6. Obtain approvals as required from reviewing authorities
7. Prepare a final budget for construction
8. Prepare bid packet and contract documents
9. During Bid Phase of Project:
 - a. Attend and assist with bid opening
 - b. Tabulate, analyze and review bids
 - c. Make recommendation for bid award

ADDITIONAL SERVICES

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by City
2. During Construction Phase of Project:
 - a. Attend and assist with a Pre-Construction Conference.
 - b. Issue a Notice to Proceed to construction contractor.
 - c. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
 - d. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; prepare routine change orders, if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to GrantWorks for approval prior to execution with the construction contractor.
 - e. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
 - f. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
 - g. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications, and contract documents.
 - h. Recommend that an appropriate retainage be withheld from all payments on construction contracts until final acceptance by the City and approval by GrantWorks, unless State or local law provides otherwise.

- i. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
- j. Conduct interim/final inspections.
- k. Revise contract drawings to show the work as actually constructed and furnish the City with "record drawings" in a format acceptable to City.
- l. Assist City and GrantWorks with documentation as necessary for project close-out.
- m. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incapable or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily address the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
5. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144,3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);

- b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
6. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 7. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, GrantWorks, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 8. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable, and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill

ordinarily exercised by other professional consultants under similar circumstances.

3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III - Payment Schedule

POST-AWARD SERVICES

Upon the City receiving funding for the project of construction for which the post-award engineering related services are to be performed as governed by this agreement, Firm shall provide services for cost as specified in Exhibit A for approval by the City to establish a reimbursement method and amount for the engineering services provided hereunder.

PART IV - TERMS AND CONDITIONS

1. Termination of Agreement for Cause

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes

The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the

parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability

The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information

The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits

The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest

a. Governing Body

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of FEMA award between GrantWorks and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials

No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the FEMA award between GrantWorks and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

c. The Firm and Employees

The Firm warrants and represents that it has no conflict of interest associated with the FEMA award between GrantWorks and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between GrantWorks and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a

person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. Equal Opportunity Clause

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan,

insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Reporting Requirements

The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

16. Patent Rights

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).

17. Copyrights and Rights in Data

The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

18. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

19. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935.)
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient,) the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

- e. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient,) the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- f. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ,I J; 2 C.F.R. § 200.322; POAT Supplement, Chapter V, ,I 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - 1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 - 2. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21. Access to Records

The following access to records requirements apply to this contract:

- a. The contractor agrees to the City, Texas Division of Emergency Management (TDEM) the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

22. DHS Seal. Logo. and Flags

- a. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- b. The City must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

23. Compliance with Federal Law. Regulations. and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

25. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

26. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

27. Section 504 of the Rehabilitation Act of 1973. as amended

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

28. Age Discrimination Act of 1975

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

29. Verification No Boycott Israel

As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

30. Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

31. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

32. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

33. Texas Department of Emergency Management

Firm agrees to comply with appropriate and applicable provisions of the "Grant Terms, Assurances, and Conditions" being a part of the City's HMA contract for the emergency generator project.

34. Byrd Anti-Lobbying Amendment , 31 U.S. C. § 1352 (as amended) **FOR CONTRACTS OVER \$100,000**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

35. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

2. *Prohibitions.*

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. *Exceptions.*

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 4. *Reporting requirement.*
 - a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - b. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 5. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

36. Domestic Preferences for Procurements

Domestic Preference for Procurements.

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Part V - Schedule of Hourly Rates

Not Applicable

EXHIBIT A

HMGP ENGINEERING CONTRACT ATTACHMENTS

May 7, 2026

Mr. Michael Gonzalez

City of Elgin - Public Works Director

310 North Main Street

P.O. Box 591

Elgin, TX 78621

RE: Proposal for Design, Construction, Construction Support, and Inspection Services for
HMGP DR-4485-0084

Dear Mr. Gonzalez:

Ward, Getz & Associates LLC (WGA) is pleased to submit this proposal to the City of Elgin (Client) to provide Design, Construction, Construction Support, and Inspection Services for the above-referenced project. All terms and conditions will be per the grant requirements.

Engineering Scope of Work (SOW)

The proposal will consist of include the following components (defined as project limits):

1. Replacement of existing failed ATS at Water Well No. 15.
2. Installation of a new generator at Water Well No. 16 and replacement of the existing manual transfer switch with an automatic transfer switch. The generator will be sized according to the results of the electrical analysis.
3. Installation of a new generator and ATS at the Central Lift Station. The generator will be sized according to the results of the electrical analysis.
4. Update applications and/or permits for Texas Commission on Environmental Quality (TCEQ) – summary transmittal letter.

I. Construction Support

WGA will provide the following services as part of this task:

1. Attend and participate at the pre-construction meeting.

2. Provide review of contractor correspondence, submittal review, shop drawings, request for information review (RFI), and pay request review and recommendation letters to the City.
3. Organize and attend monthly construction meetings (estimated 2) and provide review of meeting minutes for distribution to the project team. Periodic construction inspection of the project will occur prior to or after these meetings for a maximum of two (2) hours per day for two (2) months after the start date of the project, for a maximum total of two (2) inspections.
4. Coordination with the Contractor, Owner, and Grant Administrator to address construction issues, schedule concerns, and field changes.
5. Attend final inspection and review contractor punch list.
6. Review documents for project closeout including certificate of construction completion, which will set the construction warranty period. Provide support to the City for all administrative close-out on the project with the State.

II. Construction Inspection

1. WGA will provide part-time construction inspection of the project at two (2) hours per day for five (5) days per week for a maximum two (2) months after the start date of the project.
2. Inspection daily logs, progress photos, and site observations will be documented and stored/maintained. The Client will have access to all inspection data.
3. WGA inspector will abide by all appropriate health and safety standards required by the City and wear appropriate PPE.
4. Observe work completed for general conformity with the construction contract documents and plans.
5. Monitoring of construction schedule including review of critical path schedule and coordination with contractor to maintain schedule.
6. Coordination with the contractor, design engineer, and City regarding work sequencing and phasing, as required.
7. Assistance in risk mitigation regarding schedule and sequencing to reduce potential delays.
8. Verification of test results, construction methods, phasing, and review of Contractors quality assurance and quality control measures as needed.
9. Perform periodic checks of field testing for quality assurance.

10. Serve as liaison between City, design engineer, Contractor, and any other Jurisdiction(s).
11. Assistance in coordination of third-party entities (as requested).
12. Provide one (1) set of redlined construction plans to the design engineer for incorporation into the record drawings.

Assumptions/Exclusions

WGA will not control or have charge of, and shall not be responsible for:

1. Construction means, methods, techniques, and sequencing;
2. Procedures of construction;
3. Quality assurance testing;
4. Conflict resolution with private property owners;
5. Investigations, analyses, studies or design for substitutions or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents;
6. Health or safety programs or precautions connected with the work;
7. Managing, supervising, or have charge of construction.
8. Services related to contractor compliance with wage rate and DBE requirements of construction contract provisions, including field interviews or contractor employees.
9. Survey work for all locations will be limited to the boundaries of the facility where the upgrade is taking place.
10. Geotechnical report will utilize previous ones for projects for the slab design.
11. No changes to the Central Lift Station fenced perimeter; no changes to Well 16 perimeter fencing.
12. Services related to FEMA audit for compliance with grant requirements.
13. Services related to utility CCN applications.

Fee Summary

The services will be provided as a Lump Sum (LS) as follows unless otherwise noted:

Engineering Services

I.	Engineering	\$135,642.00
II.	Surveying (Special Services)	\$ 9,900.00
III.	Construction Support	\$ 30,000.00
IV.	Construction Inspection (Special Services)	<u>\$ 11,359.00</u>
Total		\$186,900.00

Closure

The total fee of the entire project is for a lump sum cost of \$186,900.00.

This fee includes labor and material costs associated with the Scope of Work identified above.

WGA's fee above is based on a continuous flow of work. Any delays or restrictions, caused by Client or Client's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via monthly progress billing.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

Regards,

A handwritten signature in blue ink, appearing to read "K. Beau Perry", is positioned above a horizontal line.

K. Beau Perry, P.E.

Regional Practice Leader

5-07-26

Date

INSERT CONFIRMATION THAT FORM 1295 WAS SENT/ACKNOWLEDGED.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WGA
Houston, TX United States

Certificate Number:
2026-1459280

Date Filed:
05/08/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Elgin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

05/08/2026
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



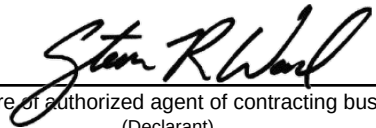
6 UNSWORN DECLARATION

My name is Steven Ward, P.E., and my date of birth is 2/8/1978.

My address is 2500 Tanglewilde, Suite 120, Houston, TX, 77063, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bastrop County, State of Texas, on the 8 day of May, 2026.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, SUPPORTING MUNICIPAL LEGISLATIVE PRINCIPLES FOR THE 2027 TEXAS LEGISLATIVE SESSION.

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the resolution to support the B.E.S.T. leadership group and the Texas Municipal League

BACKGROUND:

This is a resolution to demonstrate the City Council's support for the Texas Municipal League's (TML) legislative agenda, and has been agreed upon by the Bastrop, Elgin, Smithville Texas (BEST) leadership group. This group has been meeting 10 times a year for more than 30 years. The group consists of elected officials, city managers, school district superintendents, economic development directors, chambers of commerce, appraisal district directors, and various staff at high levels from entities throughout Bastrop County. B.E.S.T. supports TML's Legislative Agenda and the League's commitment to municipalities on essential issues such as annexation, eminent domain, zoning, regulatory takings, building codes, tree preservation, short-term rentals, ETJ authority, manufactured housing, parkland dedication, and impact fees, which represent core functions of local governance. B.E.S.T. supports TML's pursuit of beneficial legislation that strengthens municipal operations and enhances local services. Further, B.E.S.T. supports legislation that would enhance affordable housing options, clarify and improve zoning processes, regulate large-scale institutional home acquisition, and preserve local authority over planning and development standards.

Maintaining strong local authority and healthy municipal revenue is foundational to a thriving Texas, and B.E.S.T. proudly stands with TML in advancing these principles.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. TMLResolutionDraft_Short

- { 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. 2026-08-18-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS, SUPPORTING MUNICIPAL LEGISLATIVE PRINCIPLES FOR
THE 2027 TEXAS LEGISLATIVE SESSION**

WHEREAS, the City of Elgin is a member of the Texas Municipal League ("TML"), which develops legislative positions on matters affecting Texas municipalities; and,

WHEREAS, TML's adopted 2025–2026 principles oppose state preemption, erosion of local authority, unfunded mandates, restrictions on municipal advocacy, and other legislation detrimental to cities, while recognizing the need for predictable and sufficient municipal revenue; and,

WHEREAS, those principles address municipal taxation, appraisal caps, debt and capital financing, preservation of the tax base, and economic-development authority, including differentiated positions on council-option appraisal-cap reductions and Type A and Type B economic-development corporations; and,

WHEREAS, those principles also preserve municipal authority concerning development, extraterritorial jurisdictions, housing, subdivision platting, and environmental permitting, while supporting beneficial amendments to S.B. 2038 (2023) and H.B. 3167 (2019) and municipal consent for certain air permits; and,

WHEREAS, those principles further address public rights-of-way, solid-waste franchise fees, transportation funding, public safety, grants, elections, legal notices, procurement, and related municipal administrative matters; and,

WHEREAS, the City Council supports continuation of these principles during development of the legislative program for the 2027 Texas legislative session, while recognizing that a final 2027 TML Legislative Program has not yet been adopted.

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

SECTION 1. FINDINGS. The foregoing recitals are true and correct and are incorporated into this Resolution as findings of the City Council.

SECTION 2. Legislative Principles. The City Council supports continuation of TML's adopted 2025–2026 principles and positions during development of the 2027 legislative program, including protection of municipal authority and fiscal stability and support for appropriate municipal funding, public-safety resources, infrastructure, development administration, and local governance.

The City Council also supports consideration of legislation reducing the municipal proposed-budget filing period from 30 days to 21 days and allowing political subdivisions to provide election-day polling-place choices outside the Countywide Polling Place Program. These are City-supported proposed priorities and are not represented as part of an adopted final 2027 TML Legislative Program.

SECTION 3. Authorization for Advocacy and Distribution. The Mayor, Mayor Pro Tem, City Manager, City Attorney, and their designees are authorized to advocate consistently with this Resolution. City staff

shall distribute this Resolution to TML, the Governor, the Lieutenant Governor, the Speaker of the Texas House of Representatives, and the City's state legislative delegation.

SECTION 4. Repealer. All conflicting orders, ordinances, and resolutions are repealed to the extent of the conflict.

SECTION 5. Severability. If any provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6. 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 7. Effective Date. This Resolution shall take effect immediately upon passage.

RESOLVED AND ADOPTED on this 18th day of August, 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

APPROVED AS TO FORM:

MARK SCHROEDER, City Attorney