



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 21, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will 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. 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 submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VI. PRESENTATION

1. A PROCLAMATION DECLARING JUNE 23-25 AS WESTERN DAYS WEEK IN THE CITY OF ELGIN, TEXAS

Documents:

A PROCLAMATION DECLARING JUNE 23-25 AS WESTERN DAYS WEEK
IN THE CITY OF ELGIN TEXAS.PDF
WESTERN DAYS.JPG

VII. CITY MANAGERS REPORT

1. #ETX150 SESQUICENTENNIAL UPDATE & EVENT HIGHLIGHT

Documents:

[EXSUMMARYJUNEETX150UPDATE.PDF](#)
[SUMMER ETX REMINDERS.PNG](#)
[WESTERN DAYS.JPG](#)
[FOUNDERS DAY POSTER FINAL.PDF](#)

2. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

VIII. CONSENT AGENDA

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

1. City Council Regular Meeting Minutes - June 7, 2022

Documents:

[EX SUMMARY- JUNE 7, 2022 REGULAR MEETING MINUTES.PDF](#)
[06-7-22 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. City Council Worksession Minutes - June 4, 2022

Documents:

[EX SUMMARY- JUNE 4, 2022 WORKSESSION MINUTES.PDF](#)
[06-04-22 CITY COUNCIL WORKSESSION MINUTES.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING OFFICIAL SIGNATORIES FOR ALL CITY ACCOUNTS WITH THE CITY BANK DEPOSITORY FIRST NATIONAL BANK, OF ELGIN, TEXAS

Documents:

[EXSUMMARY COVER SHEET CHANGE OF SIGNATORS, FIRST NATIONAL BANK.PDF](#)
[A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING OFFICIAL SIGNATORIES FOR ALL CITY ACCOUNTS.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND PROVIDING FOR RELATED MATTERS

Documents:

[EXSUMMARYFARMERSMARKET6152022.PDF](#)
[RESOLUTIONELGINFARMERSMARKET6212022.PDF](#)
[TERMS OF USE AGREEMENT FARMERS MARKET672022.PDF](#)

IX. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AN AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - BRICKSTON AMENDED DA.PDF](#)
[RESBRICKSTONADA622.PDF](#)
[BRICKSTON CONCEPT 819.PDF](#)
[BMUD - AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT.PDF](#)
[BRICKSTON ADA - EXHIBIT A LEGAL DESCRIPTION.PDF](#)
[BRICKSTON ADA - EXHIBIT B.PDF](#)
[BRICKSTON ADA - EXHIBIT C.PDF](#)
[BRICKSTON ADA 622 - EXHIBIT D.PDF](#)
[BRICKSTON ADA - EXHIBIT E.PDF](#)
[BRICKSTON ADA - EXHIBIT F.PDF](#)

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - BRICKSTON AMENDED WWAGR.PDF](#)
[RESOBRICKSTON AMWWAGR622.PDF](#)
[BMUD - AMENDED RESTATED WASTEWATER AGREEMENT 622.PDF](#)
[BMUD - WWAGR EXHIBIT A.PDF](#)
[BMUD - WWAGR EXHIBIT C.PDF](#)

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PATIN CONSTRUCTION LLC. FOR THE COUNTY LINE ROAD WIDENING PHASE I CONSTRUCTION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - COUNTY LINE RD PHS I CONSTRUCTION.PDF](#)
[RESAUTH CLRD PHS 1 622.PDF](#)
[COUNTY LINE ROAD PHASE I LETTER OF RECOMMENDATION - SIGNED.PDF](#)
[COUNTY LINE ROAD PHASE I.PDF](#)

- 4. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND CULLEN TEXAS HEALTH AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT**

Documents:

[EXSUMMARY CULLEN TEXAS HEALTH CONTRACT.PDF](#)
[RESOLUTION APPROVING A REAL ESTATE CONTRACT BETWEEN THE EDC AND CULLEN TEXAS HEALTH.PDF](#)
[FINAL CONTRACT CULLEN HEALTH.PDF](#)

X. 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.

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURMENT

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

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

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

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, June 17, 2022, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs". The signature is written in black ink and is positioned above a horizontal line.

Jennifer Stubbs, City Secretary

A PROCLAMATION DECLARING JUNE 23-25 AS WESTERN DAYS WEEK IN THE CITY OF ELGIN, TEXAS

WHEREAS, the Western Days Festival includes three days of activities and celebrations, including a Fashion Show, Golf Tournament, Concert, Parade, Live Music, Arts and Crafts, Delicious Food, Entertainment, Washer, Horseshoe, and Volleyball tournaments, and

WHEREAS, the Western Days Festival is celebrating its 53rd event this year and

WHEREAS, Western Days Festival is a celebration of the spirit and tradition of our community, which represents the very essence of the fabric of our community; and

WHEREAS, the Western Days Festival draws thousands of people back to Elgin every year to celebrate Elgin's heritage and community, to enjoy family and class reunions, and

WHEREAS, this week marks the 53rd anniversary of the Western Days Festival and

WHEREAS, the Western Days Festival has been the main fundraiser for the Elgin Chamber of Commerce, an organization that tirelessly promotes our community throughout the State; and

WHEREAS, the Annual Western Days Festival should be recognized and heralded for strengthening the character of our community,

NOW, THEREFORE, I, Theresa McShan, Mayor of the City of Elgin, do here by proclaim this, the fourth week of June, to be known as

WESTERN DAYS WEEK

in Elgin, Texas and call upon the people of Elgin to join their friends and neighbors throughout this community in celebrating the spirit and heritage of our town.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Elgin, Texas to be affixed this 21st day of June, 2022.

THERESA Y. MCSHAN
Mayor
City of Elgin, Texas

JENNIFER STUBBS
City Secretary
City of Elgin, Texas





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: #ETX150 Sesquicentennial Update & Event Highlight

DEPARTMENT: Community Services

PROPOSED ACTION: Receive Presentation and Community Update.

BACKGROUND: Sesquicentennial Committee Chairs, volunteers, the special events contractor, and City Staff, are hard at work engaging residents and civic clubs, fine tuning #etx50 communication and outreach channels, supporting the dozens of community champions organizing events, cultivating community pride and recognition with our business community, and striving to ensure this historic year leaves a lasting legacy for the next generation of Elginites.

Summer featured events include Western Days June 23 – 25, Independence Celebration Saturday, July 2 with the Elgin VFW and a fireworks show, and Founder's Day the Elgin Sesquicentennial Birthday party which will be Saturday, August 20 from 10-2 at Booker T. Washington Elementary School.

Elgin is celebrating 150 years of history since the City's founding in 1872. Recognition of this milestone anniversary began in January and continues throughout 2022. The celebration includes a dynamic series of events and unique experiences designed with the entire community in mind. The City Council appointed Sesquicentennial committee continues to develop diverse opportunities to share the Elgin story and create new stories for the next 150 years.

Every month we will highlight an upcoming Sesquicentennial event as well as share important community messages.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Receive report from Sesquicentennial Event Contractor and Western Days Event Organizers

ATTACHMENTS:

ETX150 Community Reminders
ETX150 Event Rack Card
Western Days Graphics

{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.

SUMMER

Western Days is almost here! Western Days is the last week in June. Throughout the month, there is a vendor marketplace, and sports tournaments for children, and a display of artisans and craft vendors at an outdoor market. The festival is packed full of fun activities for all ages.

The VFW is gearing up for Independence Day celebrations that get underway at 3 p.m.

Help celebrate 150 years of community service by the school. Our official Founder's Day program is a family style Birthday Party from 11 a.m. to 2 p.m.

Speaking of Founder's Day, August is Founder's Day for business owners. Brainstorming ways for their businesses to grow.



ETX150.com

20
AUG

10-2

YOU'RE INVITED TO
A CELEBRATION

FOUNDERS' DAY



Elgin

OLD FASHIONED
BIRTHDAY PARTY



Booker T. Washington
Elementary School
510 Martin Luther King Blvd.

FOUNDERS' DAY BIRTHDAY BASH

Founders' Day Ceremony
10 a.m.

History In The Halls
11 a.m. - 2 p.m.

Birthday Bash
11 a.m. - 2 p.m.

Shuttle transportation available from the Elgin Depot Museum
parking lot downtown beginning at 9:30 a.m.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - June 7, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes - June 7, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes- June 4, 2022

ATTACHMENTS: Minutes

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

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

☒ 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.

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
June 7, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 6:31 p.m.

ROLL CALL

Present: Theresa McShan, Mayor
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Sue Brashar, Mayor Pro Tem
Forest Dennis, Council Member
Skyler Maldonado, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member

Mayor McShan stated all were in attendance and there was a quorum.

Staff: Thomas L. Mattis, City Manager
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, City Engineer
David Harrell, Dev. Services Director
Pam Sanders, HR Director

INVOCATION

Mr. Dennis provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. Public Hearing On An Ordinance To Eliminate Low Level Marijuana Enforcement

Analisa Garcia, 701 W 11th Street, stated that she believes in this initiative to legalize low levels of marijuana and there is a lot of support in the community. Ms. Garcia stated that she hopes we can vote on this in November.

Courtenay Paris, 506 Lexington Road, stated that she is in support of the Ordinance to decriminalize low level marijuana enforcement and was involved in the effort to collect signatures. Ms. Paris stated there is broad support for this petition. Ms. Paris asked that the Council consider moving this forward for voting in November.

Taylor Christian, 317 McClenden Drive, stated she was part of the signature collection and she found there were many reasons people support this initiative. Ms. Christian stated that she hopes we will see this on the ballot in November.

PUBLIC COMMENT

There were no public comments.

PRESENTATION

1. Proclamation Declaring June 19, 2022, As Juneteenth Day Of Observance In The City Of Elgin.

Mayor McShan read the proclamation and presented it to members of the Juneteenth Committee.

NEW BUSINESS

1. AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

Mayor McShan moved New Business Item Number 1 before the City Manager's Report. Mr. Mattis stated this item is for an initiative petition submitted and certified by the City Secretary under the City Charter. Mr. Mattis stated that the Ordinance will either be approved by the Council or on the ballot. Mr. Mattis invited Chief Noble up to the dais. Chief Noble stated that staff has been vocal about our belief that decriminalization is where the city is headed. Chief Noble stated that he cannot support the Ordinance as written. Chief Noble stated that the Ordinance is too restrictive, and it interferes with the police department's ability to investigate other felony crimes. Chief Noble stated that he cannot support this document as is but supports it philosophically. Mr. Mattis stated there is time for Council to decide before they are compelled to act. He stated that the Council cannot amend the Ordinance that was submitted. Mr. Mattis stated this will go on the ballot in May if the Council votes the Ordinance down. Mayor Pro Tem Brashar stated she was on board originally, but the Ordinance goes up to Class A which allows up to four ounces of marijuana. Mayor Pro Tem Brashar stated that a quarter of a pound is not for personal use and there is no mention of age. Mayor Pro Tem Brashar stated as it is written currently, she would say no. Chief Noble stated that it does not address schools, events, or usage. Ms. Casnovsky stated that she feels like she must make a choice without knowing what other cities have passed. Mr.

Rodriguez stated that he is not opposed philosophically but that other substances have become gateways to other problems. Mr. Rodriguez stated that he is not ready to decide but if he had to, it would be a no. Discussion followed. Mr. Dennis asked that the Council put the decision off to the next regular meeting in July. No action was taken.

CITY MANAGERS REPORT

1. Presentation Of The Proposed 2022 City Of Elgin Five-Year Capital Improvement Plan

Mr. Mattis presented the Capital Improvement Plan to the Council. He stated this plan is focused on major infrastructure in the city and is a strategic long-term planning tool. Mr. Mattis stated that this will be available online and at the Library for viewing. Mr. Mattis stated that in the last 5 years, the city has invested almost 25 million dollars directly back into capital improvements and infrastructure. Discussion followed. Mr. Mattis stated that staff have identified and ranked 50 million dollars worth of projects that do not have funding currently. Mr. Mattis stated that according to the budget calendar, the Council is set to vote on this item at the second meeting in July.

2. Monthly Reports By Department

There was no discussion on this item.

3. General Activity Report And/Or Project Update

Mr. Mattis invited Ms. Miller up to the dais. Ms. Miller encouraged the audience to sign up for the e-newsletters. She stated that Juneteenth and Western Days are coming up. Ms. Miller stated there are new signs around town for the self-guided Black History Tour.

CONSENT AGENDA

1. City Council Special Meeting Minutes – May 17, 2022

The minutes passed on the consent agenda.

2. City Council Regular Meeting Minutes-May 17,2022

The minutes passed on the consent agenda.

Mayor Pro Tem Brashar made a motion to approve the Consent Agenda with the minor corrections that were sent to the City Secretary. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

This item was discussed earlier in the meeting after the presentation item.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC & BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

Mr. Mattis stated this is a Development and Consent Agreement and staff is ready to recommend for approval. Mr. Mattis stated that this is the first proposed in city Municipal Utility District (MUD). There are approximately 772 single-family lots, 19 acres of mixed-use development, 33 acres of open space and parkland, 600 ft of walking trails, and a private amenity center. This MUD will make a significant pedestrian access to Neidig Elementary School as a part of the Development Agreement. This developer will contribute \$1.5 million to the County Line Road project and will donate 1.36 acres of necessary Right-of-Way along the County Line Road which will help transportation improvements in the city. Mr. Mattis stated that the developers will construct an arterial road that connects FM1100 to Creek's Crossing and HWY 290. The developers will also construct a collector road that connects the new arterial road to County Line Road. Mr. Mattis invited Mr. Perry up to the dais to discuss the arterial road map created by TRC and traffic concerns. Mr. Perry stated that this arterial road map is shown to developers to help with their planning process. Discussion followed. Ms. Casnovsky asked for a confirmation that there would be sidewalks. Mr. Mattis confirmed that there will be sidewalks. Mr. Mattis stated that there will be no annexation or ward assignment because this MUD resides within the city limits. Mr. Callahan made a motion to approve the Resolution. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried. Mr. Mattis invited Mark Janik with Ashton Gray Development up to the dais. Mr. Janik stated the team is excited about this project and to work in Elgin. He stated the team is going to build a large concrete trail surrounding the beautiful trees.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A FEMA DR-4485 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT; COMMITMENT OF FUNDING; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4485 HAZARD MITIGATION ASSISTANCE GRANT

Mr. Mattis stated that the item is connected to the Council's commitment to upgrade the city's emergency power supply systems primarily for water and wastewater production. Mr. Mattis stated that a year ago, the city received money from the Certificates of Obligation to upgrade the systems. Mr. Mattis stated that staff applied for a grant in response to the winter storm in an attempt to save 1 million dollars that could be used in other ways as a part of the CO program. Mr. Mattis stated that staff received a notification from the state that said they had not funded any programs and asked for cities to reapply. Mr. Mattis stated that staff is ready to reapply for the grant but there is also money available to spend that was planned for this project. Mr. Mattis stated that he thinks the city has a great chance of receiving the grant but that it would not be ready for this winter. Mr. Mattis stated that the staff recommendation is to move forward with the grant application. Mr. Mattis invited Mr. Perry up to the dais. Mr. Perry stated that Elgin's system is unique with wells on their own power supply that are miles away from the city. He stated that a generator or portable generator is required at each well and booster station before the water gets pumped into the water

towers. Mr. Perry stated that if the city were to have a generator at the plant tomorrow, another power outage is possible because Pistol Hill will not have a generator until 2024. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the Resolution. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

4. Election Of The Mayor Pro-Tem By City Council

Mr. Mattis stated that this is a routine item and charter requirement, following the seating of the new City Council. Mr. Dennis made a motion to elect the current Mayor Pro Tem as continuing Mayor Pro Tem, Sue Brashar. Mr. Maldonado seconded the motion. All voted in favor. The motion carried.

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.

ANNOUNCEMENTS

Mayor McShan invited those in attendance to attend the Juneteenth celebration on Juneteenth.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:22 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Worksession Minutes - June 4, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Worksession Minutes- June 4, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Worksession Minutes- June 4, 2022

ATTACHMENTS: Minutes

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

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

☒ 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.

MINUTES
ELGIN CITY COUNCIL WORKSESSION
ELGIN REC CENTER
361 N. HWY 95
June 4, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 8:30 a.m.

ROLL CALL

Present: Theresa Y. McShan, Mayor
Sue Brashar, Mayor Pro Tem
Forest Dennis, Council Member
Chuck Swain, Council Member
Joy Casnovsky, Council Member
Al Rodriguez, Council Member
Arthur Gibson III, Council Member

Absent: Skyler Maldonado, Council Member
Matthew Callahan, Council Member

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Chris Noble, Chief of Police

PUBLIC COMMENT

There were no public comments.

GENERAL DISCUSSION (No Action Will Be Taken)

1. Team Building Exercises

Mayor McShan led the Councilmembers and staff in a team building and personality exercise.

2. Mayor's Expectations

Mayor McShan shared her expectations. She stated at the Council Meetings she would like the Councilmembers to be present, prepared, and agree to disagree when necessary. Mayor McShan discussed her vision of having quarterly ward meetings in the future.

3. City Councilmember's Vision(S)

Mayor McShan led the Councilmembers and staff in a vision exercise. Councilmembers and staff shared their visions.

4. Review And Possible General Discussion Of All City Of Elgin Operations And Policies, Including But Not Limited To Possible Discussion Of Any And All Departments, Policies, Finances, Operations, Functions, Personnel, Infrastructure, Facilities, Taxes, And All Related Matters

There was no discussion on this item.

5. City Tour

Councilmembers and staff left for a city-wide tour at 12:07 p.m. The tour was finished at 2:00 p.m.

ADJOURNMENT

Mayor McShan adjourned the meeting at 2:00 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
OFFICIAL SIGNATORIES FOR ALL CITY ACCOUNTS WITH THE CITY
BANK DEPOSITORY FIRST NATIONAL BANK, OF ELGIN, TEXAS

DEPARTMENT: Finance

PROPOSED ACTION: Approve Resolution as presented.

BACKGROUND: As a result of the change in Council due to the elections, it is necessary to change the signatories on the City's bank accounts with First National Bank. Formal changes to the signature cards for the City's accounts must be approved by the City Council in the form of a Resolution. Chapter VII, Section 3 of the City Charter designates the Mayor and Mayor Pro-Tem to be two of the four signatories authorized to sign checks on behalf of the City. It is necessary to pass a Resolution by the Council to authorize the new signers.

Approval of the Resolution proposed for this agenda item will satisfy this requirement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of Resolution as submitted.

ATTACHMENTS: Copy of Resolution

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

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

RESOLUTION NO.**CORPORATE AUTHORIZATION RESOLUTION**

FIRST NATIONAL BANK OF BASTROP
489 HWY 71 W
BASTROP, TEXAS 78602

CITY OF ELGIN
310 N MAIN STREET
ELGIN, TEXAS 78621

Referred to her within as "Financial Institution"

ALL ACCOUNT #'s

Referred to here within as "Corporation"

I, **Jennifer Stubbs**, certify that I am the Secretary (clerk) of the above-named Corporation organized under the laws of the State of Texas, Federal Employer I. D. Number **74-6000822**, engaged in business under the trade name of City of Elgin, Texas, and that the Resolution on this document is a correct copy of the Resolution adopted at a meeting of the Board of Directors (City Council) of the Corporation duly and properly called and held on **June 21, 2022**. This Resolution appears in the minutes of this meeting and has not been rescinded or modified.

AGENTS: Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below.

Name and Title / Position	
A. Theresa Y. McShan, Mayor	B. Sue Brashar, Mayor Pro Tem
C. Thomas L. Mattis, City Manager	
D. Jennifer Stubbs, City Secretary	

POWERS GRANTED: (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agents signatures required to exercise the power.

A, B, C, D, E	Description of Power	Signatures Required
A, B, C, D	(1) Exercise all of the powers listed in this resolution	2
A, B, C, D, E	(2) Open any deposit or share account(s) in the name of the corporation	2
A, B, C, D, E	(3) Endorse checks and orders for the payments of money or otherwise withdraw or transfer funds on deposits with this Financial Institution	1
A, B, C, D	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences or indebtedness.	2
A, B, C, D	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payments of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest, and notice of non-payment	2
A, B, C, D	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	2
	(7) Other:	

LIMITATIONS OF POWERS: The following are the Corporation's express limitations on the powers granted under this resolution. NONE

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation (City Council) has, and at the time of adoption of this resolution had, full power and lawful authority to adopt a Resolution, and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same.

☒ If checked, the Corporation is a non-profit corporation.

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

The City Council of the City of Elgin has authorized the Agents listed here within this resolution to have the financial duties and responsibilities and shall become effective the date of adoption of the Corporate Resolution.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS THE 21st DAY OF JUNE, 2022.

CITY OF ELGIN

THERESA Y. MCSHAN, Mayor

ATTEST:

In Witness Whereof, I have subscribed my name to this document and affixed the Seal of the Corporation on this the 21st day of June 2022.

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Community Services

PROPOSED ACTION: authorize lease agreement

BACKGROUND:

The Elgin Farmer's Market is a group of local farmers that has operated in the downtown area utilizing Veterans Memorial Park on Thursdays from 4 – 7 since 2020. The year-round weekly farmers market provides community access to fresh, locally grown and made items including produce, meat, eggs, jellies, pickled items, breads, salsas, soaps, flowers, and more. The proposed lease agreement provides weekly use on Thursdays from 2pm to 9pm for the Elgin Farmers Market in the Veterans Memorial Park. Lease rates reflect the non-profit organization discount and would be \$100 per week for Veterans Memorial Park. In case of inclement weather the market may be moved to the pavilion at Elgin Memorial Park. The agreement includes liability insurance, minimum operating standards for the market, and reporting requirements. During the past two years of operations there have been no complaints from citizens about the use, neither the Parks Advisory Board nor the Main Street Board have expressed any concerns about this ongoing use. Having the Elgin Farmers Market downtown has created a resource for the community and a positive addition to the downtown business district. Website for more information <https://www.elginfarmersmarket.com/> and on social media @ElginTXFarmersMarket

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval

ATTACHMENTS: Resolution , lease agreement

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

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

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
ELGIN PARK TERMS OF USE AGREEMENT WITH THE
ELGIN FARMERS' MARKET; AND PROVIDING FOR
RELATED MATTERS**

WHEREAS, through its Code of Ordinances, Chapter 28, Article IV, the City of Elgin has defined a Park Special Event Policy that governs the use and availability of designated special event venues by organizations other than the city; and,

WHEREAS, the Elgin Farmers' Market has been operating successfully in Veterans Memorial Park for two years; and,

WHEREAS, the Elgin Farmers' Market has agreed to terms and conditions for the reoccurring utilization of Veterans Memorial Park for an event in compliance with city code and current organizational procedures.

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

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

Section 2. The City Manager is hereby authorized to execute a Terms of Use Agreement with the Elgin Farmers' Market of Elgin, Texas for a reoccurring event as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

PASSED AND ADOPTED this 21st of June, 2022

ATTEST:

Theresa Y. McShan, Mayor

Jennifer Stubbs, City Secretary

TERMS OF USE AGREEMENT by and between CITY OF ELGIN and THE ELGIN FARMERS' MARKET

By execution of this City of Elgin Terms of Use (the "Terms of Use") by the undersigned authorized agent of the Elgin Farmers' Market, (the "Licensee"), in consideration for Licensee being allowed to use Veterans' Memorial Park (the "Park") and the Depot Museum Parking lot owned by the City of Elgin, Texas (the "City"), Licensee agrees that the following terms, conditions and obligations apply to such use:

A. EVENT

The proposed event is a Farmers' Market (the "Event").

B. CITY'S PARTICIPATION

The City and Licensee agree to participate in the Event, as follows:

1. The City will permit Licensee to use and occupy Veterans' Memorial Park and gazebo on Thursdays from 2pm to 9pm such times to include market set up break down and operation. Holidays – the Elgin Farmers Market may request an alternate date if a Holiday falls on Thursday. In case of inclement weather, The Farmers Market may request use of the pavilion at Elgin Memorial Park. Farmers' market will contact Parks Department on Monday to determine availability, confirm use on Wednesday morning for market on Thursday. Loading and unloading from parking lot, no driving on grass.
2. The City will allow usage and access to the restrooms at CARTS 200 Central Avenue and water faucets located in Veterans Memorial Park during the regular hours of the Event.
3. Parking for the Event will be the currently available public parking at the Chamber of Commerce and Depot Museum parking lots.
4. The City of Elgin may close streets for events or emergencies, or city business regardless of this agreement and will whenever possible provide three days notice to the Elgin Farmers' Market and waive the lease fee for that event.
5. The City of Elgin at its discretion may use the sites for city sponsored events or private rentals and will notify the Elgin Farmers' Market seven days in advance and waive the lease fee for that event.
6. In case of inclement weather the market may be moved to the

museum parking lot at the City's Discretion.

7. The City may modify, maintain or improve the park including temporary holiday displays at its discretion.
8. The City will provide barricades or cones for the Elgin Farmers Market to use to secure the museum lot parking spaces. Elgin Farmers Market may place barricades or cones after 9pm the day before the market and remove them after market operations. Barricades or cones will be stored at the Depot Museum HVAC unit fenced area.

C. LICENSEE'S OBLIGATIONS AND CONDITIONS PRECEDENT TO CITY'S PARTICIPATION

:

In consideration of the City's participation in the Event, the city requires the following assurances that the Site will be properly utilized by the Licensee for the benefit of the citizens of the Elgin community and surrounding area:

1. Licensee shall be responsible for maintaining the Site and facilities in a manner that is clean, neat and orderly.
2. Licensee shall limit participation at the Site to vendors that meet all state and local laws, regulations, and ordinances, and shall be responsible for removing any vendors from the area that fail to comply with the requirements noted herein for maintenance and upkeep of the facility. All food vendors cooking on site will be required to visibly post a Bastrop County Food Permit or Bastrop County Temporary Food Permit. No manufactured merchandise, resale or flea market vendors.
3. Licensee shall provide the City a copy of Premises Liability Insurance Policy naming the City as an additional insured and indemnifying the City of any liability with regard to the events and its vendors at the Site.
4. Licensee shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Licensee, or Licensee's agents, employees or subcontractors, Vendors or any participant or attendee of the Event arising from, associated with, or otherwise relating to the Event, no matter how, or to whom, such loss may occur. Nothing herein shall

be deemed to limit the rights of City or Licensee (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Maintenance of the insurance required under these Terms of Use shall not limit Licensee's obligations under this paragraph.

5. Licensee shall be responsible for all management of the activities at the project site and coordination with the City of Elgin. Organizer shall have a staff member present at the market during all hours of operation. Contact information for this individual will be provided to City staff.

6. Licensee shall provide the City a quarterly report of the activities of the Event, including particularly a report . That includes the following: weekly number of vendors, weekly number of customers (estimated), entertainment or programming provided at the market, and marketing efforts.

7. Licensee shall have an average of seven (7) vendors operating in individual booth spaces weekly. Licensee shall ensure that no stakes are driven into the turf or pavement areas at either location.

8. Licensee shall pay \$75 weekly for Veterans Memorial Park rental, and \$25 weekly for Depot Museum parking lot rental, Elgin Memorial Park pavilion rental \$25 (reflects the nonprofit rate, Veterans Memorial Park rental fee with gazebo is \$300 daily, Public parking lot rental fee is \$100 daily, pavilion rental is \$100 daily). Fees to be paid Monthly, by 25th of month for the following month. Late fee of \$25 if rental fees are not paid by the 30th.

9. Licensee shall ensure that food vendors do not dispose of coals or oil on Park property or in park trash cans.

10. Licensee may display banners or signs for the Event three hours before each Event. Signage may be placed on the gazebo – no staples or nails may be used to secure signage. Banners or signs shall be removed at the end of each Event. Two a-frame signs may be placed at the street corners throughout the year, must be kept secure and in good condition.

11. Licensee will provide First Aid resources on site with a minimum of a first aid kit and communication equipment.

12. Licensee shall ensure that vendors follow safe operating guidance and procedures related to COVID19 as issued by The Center for Disease Control, Governor Greg Abbott and the city of Elgin, including but not limited to wearing

face coverings, practicing social distancing, and good hand hygiene.

D. FEES

1. Licensee shall pay fees monthly as set in Section C.8 to the City for Site Access. Licensee shall remove all Event waste at the end of each event. City may determine if staff support is required for the event and pass on the associated fees to the Licensee. City will provide five days notice to the Elgin Farmers' Market about these associated fees.
2. The City may request that the Event organizer provide portable restrooms for the market, if the City determines that the existing public facilities are inadequate for the event. Associated costs will be passed on to the Licensee. This determination will be based on use and City will provide ten days notice to the Elgin Farmers' Market about these associated costs.
3. If City of Elgin determines that a police officer is needed to ensure pedestrian safety and or traffic control related to the Event, an officer based on availability may be obtained through Elgin Police Department for \$65 Dollars per hour, (or the fee stated in the annual fee schedule whichever is higher) or through another law enforcement agency if City of Elgin officers are not available. Licensee is responsible for such fees related to service.

E. OTHER

1. All parties agree that no verbal modification or amendment of this Letter of Agreement shall be allowed and, if made, shall not be binding on any of the parties. The parties agree and acknowledge that circumstances may arise that require further discussion and possible modification to this preliminary agreement.
2. The City of Elgin reserves the right to permit other uses of the facility and grounds and will provide seven days advance notice to the Elgin Farmers' Market .

Licensee shall comply with all city ordinances, regulations and state laws including the noise ordinance.

3. In the case of any breach to this agreement by Licensee, all property, the facility and all facility rights revert immediately back to the City and Licensee shall have no further rights to enter onto or use the Site regarding this event. In that event, Licensee shall have no claim for damages or any causes of action against the City related to this Agreement.

F. TERM/TERMINATION

1. The term of this Agreement shall be for one year beginning on the date this Agreement is signed, unless otherwise terminated by either Party in writing.

2. Upon sixty (60) days written notice, the City may terminate this Agreement, with or without cause, and without the consent of the Licensee. Likewise, upon sixty (60) days written notice, the Licensee may terminate this Agreement, with or without cause, and without the consent of the City.

G. CONTACT

The contact for the Licensee shall be:

Name: Austin Moline
Cell: 512-281-6093
Email: austinmoline0@gmail.com
Mailing Address: 4451 County Road 467
Elgin, TX 7621

The contact for the City shall be:

Name: Amy Miller, Director Community Services
Office: 512-229-3213 or 512-801-5748
Email: amiller@ci.elgin.tx.us
Mailing Address: _
City of Elgin
Attn: Director Community Services
PO Box 591
Elgin Texas 78621 __

IN WITNESS WHEREOF, City and Licensee execute these Terms of Use and agree to be bound by them regarding Licensee's use of the Premises.

CITY OF ELGIN

Date: _____

City Manager

ATTEST:

Date: _____

City Secretary

AGREED:

ELGIN FARMERS' MARKET

By: Austin Moline
President, Elgin Farmers' Market

Date: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AN AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a Resolution approving an amendment to the City's existing Development and Consent Agreement with Texas Bridle Trails LLC and the Brickston Municipal Utility District (MUD).

BACKGROUND:

Discussed at previous meetings; Texas Bridle Trails LLC and the City previously entered into the Development and Consent Agreement in February 2019 to create and develop the Brickston MUD, a mixed-use, multi-phase project that is projected to include approximately 1,909 single family residential units, 112 duplex units, and 476 multi-family units on 637.3 acres of land adjacent to HWY290 in the western portion of the City's extraterritorial jurisdiction. The MUD will also include over 96 acres of public parkland and/or open space, approximately 17 acres devoted to public schools/public safety services, and approximately 22 acres of land designated for commercial uses.

As contemplated in the original agreement, the Brickston MUD applied to the Texas Commission on Environmental Quality ("TCEQ") for a wastewater discharge permit.

However, the MUD's permit application has been contested by various parties and the TCEQ has referred the matter to the State Office of Administrative Hearings for a contested case hearing. The MUD wishes to avoid a hearing and have agreed that the City will receive and treat the wastewater effluent from the Brickston MUD.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of a Resolution formally approving the Amended and Restated Development and Consent Agreement Texas Bridle Trails LLC and the Brickston Municipal Utility District as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement with attachments

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
APPROVING AN AMENDED AND RESTATED
DEVELOPMENT AND CONSENT AGREEMENT WITH
TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON
MUNICIPAL UTILITY DISTRICT AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin entered into a Development and Consent Agreement in February 2019 with Texas Bridle Trails LLC in support of the development of certain real property on US Hwy290 within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, said development has become the Brickston Municipal Utility District (MUD), formally created by the Texas State Legislature in its 86th Session; and,

WHEREAS, the city staff is now recommending authorization of an Amended and Restated Development and Consent Agreement, that shall be binding upon the Texas Bridle Trails LLC and the accompanying Brickston Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Amended and Restated Development and Consent Agreement with Texas Bridle Trails LLC and Brickston 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, 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 *Amended and Restated Development and Consent Agreement* with Texas Bridle Trails LLC and the Brickston 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 June, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

LOT PHASING SUMMARY

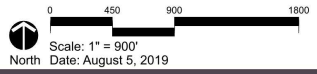
Phase	Section	Duplex SFD	40' SFD	45' SFD	50' SFD	60' SFD	Units
1	101	0 units	0.0%	0 units	0.0%	68 units	68.0%
	102	0 units	0.0%	0 units	0.0%	47 units	47.0%
	103	0 units	0.0%	0 units	0.0%	33 units	33.0%
	104	0 units	0.0%	0 units	0.0%	73 units	73.0%
	105	0 units	0.0%	0 units	0.0%	83 units	83.0%
2	106	0 units	0.0%	0 units	0.0%	100 units	100.0%
	107	0 units	0.0%	0 units	0.0%	100 units	100.0%
	108	0 units	0.0%	0 units	0.0%	100 units	100.0%
	109	0 units	0.0%	0 units	0.0%	100 units	100.0%
	110	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
3	111	0 units	0.0%	0 units	0.0%	100 units	100.0%
	112	0 units	0.0%	0 units	0.0%	100 units	100.0%
	113	0 units	0.0%	0 units	0.0%	100 units	100.0%
	114	0 units	0.0%	0 units	0.0%	100 units	100.0%
	115	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
4	116	0 units	0.0%	0 units	0.0%	100 units	100.0%
	117	0 units	0.0%	0 units	0.0%	100 units	100.0%
	118	0 units	0.0%	0 units	0.0%	100 units	100.0%
	119	0 units	0.0%	0 units	0.0%	100 units	100.0%
	120	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
5	121	0 units	0.0%	0 units	0.0%	100 units	100.0%
	122	0 units	0.0%	0 units	0.0%	100 units	100.0%
	123	0 units	0.0%	0 units	0.0%	100 units	100.0%
	124	0 units	0.0%	0 units	0.0%	100 units	100.0%
	125	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
6	126	0 units	0.0%	0 units	0.0%	100 units	100.0%
	127	0 units	0.0%	0 units	0.0%	100 units	100.0%
	128	0 units	0.0%	0 units	0.0%	100 units	100.0%
	129	0 units	0.0%	0 units	0.0%	100 units	100.0%
	130	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
7	131	0 units	0.0%	0 units	0.0%	100 units	100.0%
	132	0 units	0.0%	0 units	0.0%	100 units	100.0%
	133	0 units	0.0%	0 units	0.0%	100 units	100.0%
	134	0 units	0.0%	0 units	0.0%	100 units	100.0%
	135	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
8	136	0 units	0.0%	0 units	0.0%	100 units	100.0%
	137	0 units	0.0%	0 units	0.0%	100 units	100.0%
	138	0 units	0.0%	0 units	0.0%	100 units	100.0%
	139	0 units	0.0%	0 units	0.0%	100 units	100.0%
	140	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
9	141	0 units	0.0%	0 units	0.0%	100 units	100.0%
	142	0 units	0.0%	0 units	0.0%	100 units	100.0%
	143	0 units	0.0%	0 units	0.0%	100 units	100.0%
	144	0 units	0.0%	0 units	0.0%	100 units	100.0%
	145	0 units	0.0%	0 units	0.0%	100 units	100.0%
Phase Sub-Total:		0 units	0.0%	0 units	0.0%	0 units	0.0%
Detached Total:		218 units	10.6%	563 units	27.3%	388 units	18.8%



LOTGING SUMMARY		
Residential	Units	Mix
Duplex Residential	208 units	10.6 %
40' x 120' Residential	563 units	27.3 %
45' x 120' Residential	388 units	18.8 %
50' x 120' Residential	739 units	35.8 %
60' x 120' Residential	157 units	7.6 %
SFD Residential Sub-total:	2,065 units	



LOTGING PLAN F



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
(512) 246-7003 • (512) 246-7703
www.secplanning.com • info@secplanning.com

SHEET FILE: C:\188915\RRD\LandPlan\PLAN\LottingPlanF.mxd
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.

AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

TEXAS BRIDLE TRAILS, LLC

AND

BRICKSTON MUNICIPAL UTILITY DISTRICT

AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Texas Bridle Trails, LLC** (the “Developer”). The **Brickston Municipal Utility District** (“District”), was created in the 86th Texas Legislature pursuant to SB 592 and joined the Development and Consent Agreement on _____, 20__.

INTRODUCTION

The Parties entered into the Development and Consent Agreement in February 2019. The Texas Legislature, in the 86th Session created the District by enacting SB 592. The District applied to the Texas Commission on Environmental Quality (“TCEQ”) for a wastewater discharge permit as was discussed in Section 2.04 in the Development and Consent Agreement.

The District’s permit application has been contested by various parties and the TCEQ has referred the matter to the State Office of Administrative Hearings (“SOAH”) for a contested case hearing. The Parties wish to avoid a hearing and have agreed that the City will receive and treat the wastewater effluent from the Brickston Project. These changes are discussed, among other places, in Section 2.04 below.

The Developer currently owns 637.3 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof. All of that property is within the boundaries of the District.

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned, mixed-use residential community that will also include commercial uses and park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, the Developer and the City wish to enter into this Amended and Restated 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 Amended and Restated Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

The Developer and the City intend that this Amended and Restated 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. The District shall execute such joinder at the time of its organizational meeting.

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

ARTICLE I DEFINITIONS

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

Agreement: This Amended and Restated Development and Consent Agreement between the City, Developer, and, upon joinder, the District.

City: The City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit C**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: Texas Bridle Trails, LLC, or its successors and assigns under this Agreement.

District: Brickston Municipal Utility District, a political subdivision of the State of Texas, created by the Texas Legislature in the 86th Legislative Session pursuant to SB 592.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the WWTP to the edge of the Property, but which does not include any portion of the lines lying within the Property.

Manor Property: Approximately 11.89 acres of undeveloped land located in the extraterritorial jurisdiction of the City of Manor, Texas, and being shown as a hash-marked 4.48-acre tract and a hash-marked 7.41-acre tract each labeled "in Manor ETJ" on **Exhibit A**.

Property or Project: Approximately 637.3 acres of undeveloped land described as Tract 1 on **Exhibit A**, being partially located in the City's extraterritorial jurisdiction and partially located outside the municipal boundaries or extraterritorial jurisdiction of any city, as well as any Additional Property that may be purchased by the Developer.

WWTP: 1.5 million gallon per day (MGD) wastewater treatment plant.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a mixed-use, multi-phase project (the “Development”) over the Property that is projected to include approximately 1,909 single family residential units, 112 duplex units, and 476 multi-family units, for a total of 2600 living unit equivalents (“LUEs”). The Development will also include (i) over 96 acres of public parkland and/or open space, (ii) approximately 17 acres devoted to public schools and/or public safety services, and (iii) approximately 22 acres of land designated for commercial uses.

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires the Additional Property or any portion thereof, Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in Travis County records a memorandum of this Agreement, incorporating the description of the Additional Property affected.

Section 2.03 Extraterritorial Annexation.

(a) **Manor Property Annexation.** The Developer owns approximately 4.48 acres located within the extraterritorial jurisdiction of the City of Manor and has an option to purchase 7.41 acres also located in the extraterritorial jurisdiction of the City of Manor, each of which are shown with hashmarks on **Exhibit A** (the 4.48 acre tract and 7.41 acre tract being collectively referred to as the “Manor Property”). It is the intention of the Developer to petition the City of Manor for the de-annexation of the Manor Property from the Manor extraterritorial jurisdiction and to petition the City for the annexation of the Manor Property into the extraterritorial jurisdiction of the City. Upon the annexation of all or any portion of the Manor Property into the City’s extraterritorial jurisdiction, the Developer will petition the District for the inclusion of such portion of the Manor Property into the District. Upon inclusion of such portion of the Manor Property in the District, that portion shall become a part of this Agreement. However, should all or any portion of the Manor Property not be removed from Manor’s extraterritorial jurisdiction, that portion shall not be included in or made a part of this Agreement.

(b) **City Consent to Inclusion of Property.** The City hereby agrees to consent to the inclusion of the Manor Property in the District as set forth in Section 5.01 below, whether the Developer requests the City’s consent for the inclusion of the Manor Property with its original consent for the creation of the District or at a later time.

(c) **County Property Annexation.** Tract 1 of the Property includes approximately 116.25 acres that lie outside of any city’s municipal boundaries or extraterritorial jurisdiction (“County Property”). The Developer agrees to petition the City for the inclusion of the County Property into the extraterritorial jurisdiction of the City.

(d) Previous Annexation Development Agreement. It is understood that all or a portion of the Additional Property may be covered by that certain Annexation Development Agreement dated May 29, 2015 and recorded as Instrument No. 2015084294 of the Official Public Records of Travis County, Texas (“Annexation Agreement”). The Parties agree and acknowledge that the inclusion of the Additional Property in this Agreement is dependent upon the complete release of the Annexation Agreement. The City agrees to fully cooperate in securing the complete release of the Annexation Agreement, including executing any document to that effect.

Section 2.04 Wastewater Service.

(a) City to Provide Wastewater Service. The Parties agree that the City will provide wholesale wastewater service to the Project and agrees to accept, treat and dispose of effluent from the Project’s approximate 2600 LUEs . In providing this service, the City specifically agrees to allow the District to utilize the City’s existing wastewater collection system and treatment plant for wastewater service for the Project. The Parties agree that the District and/or Developer on behalf of the District are responsible for the cost of improvements necessary to connect to the City’s existing system at the location shown on Exhibit D. The District and/or Developer shall be responsible for required existing infrastructure improvements to convey flows from the Project, if any. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the District in acquiring easement rights necessary to connect to the existing system.

The Parties acknowledge and agree that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant (“New WWTP”). The Parties anticipate that the New WWTP will be sized and built to treat and dispose of 1.5 MGD. In the interim, the Parties agree that the City will accept all wastewater generated from the Project at the City’s current facility. The Parties further agree that once the New WWTP is constructed and in service that all District wastewater flow shall be diverted by the District in a timely fashion to the City’s new WWTP. The District or Developer on behalf of the District are responsible for costs to divert and convey the wastewater flow generated from the Project to the New Interceptor.

The Developer on behalf of the District and the City will each pay a pro-rata share of all costs associated with the construction of the New WWTP and all related appurtenances, except for the costs to connect to the City’s current WWTP and the costs to divert and convey effluent to the New WWTP. Provided, however, that the City shall bear the responsibility of the actual design, permitting, and construction of the New WWTP, and the Developer on behalf of the District shall bear the responsibility of the actual design, permitting, and construction of the Interceptor Lines connecting the New WWTP to the Property. 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 Lines.

(b) New WWTP Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum, regarding City of Elgin Wastewater Treatment Plant No. 2, dated November 2018 from TRC Solutions (the “City Engineer”), it is estimated that the required WWTP capacity to serve the Development at full build-out will be 0.637 MGD. The 0.637 MGD is the prorata share of the WWTP attributable to the Development and payable by the Developer and/or District.

The Developer and/or the District will participate in the pro-rata costs of the WWTP site. This will include costs associated with the design, land acquisition, permitting and construction. The District and/or Developer is also responsible for all costs for the Interceptor Lines and associated easements for the Interceptor Lines. Provided, however, should the City wish to size the Interceptor to the New WWTP larger than the 0.637 MGD necessary for the Project, the City will pay the difference in the sizing.

Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct the WWTP and the Interceptor Lines with capacity to serve 1.5 MGD. All additional costs to construct the WWTP and the Interceptor Lines with capacity over 0.637 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.637 MGD in the WWTP will be reserved for and allocated to the District or Developer on behalf of the District.

The Developer’s portion of the costs for the permanent WWTP construction shall be paid within 30 days of receiving an approved pay application from the City or as described in the Escrow Agreement. 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.

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

(d) Commencement of Construction on Permanent WWTP. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of the permanent WWTP when the District or Developer on behalf of the District awards construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the permanent WWTP being available to the Property.

(e) Bidding and Contract Award. The contract for construction of the WWTP 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.

(f) Construction. The WWTP 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.

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

(h) Ownership of Facilities. Upon completion, the WWTP and Interceptor Lines shall be owned by the City. However, 2600 LUEs of capacity in the WWTP and Interceptor Lines will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the Districts. 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.

(i) 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. 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.

2.05 Master Development Fee.

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development Fee of \$3,995,200, partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 2.05(c) below. The District, however, shall not be obligated 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.

(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 the Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, the 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 shall be due to the City. Regardless of the timing of the District's bond issuances or timing of payment by the Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee amount of \$3,995,200.

(c) Advance Payments. The initial \$600,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$200,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$200,000 payments shall be due and owing on the same day of each year thereafter. Each \$200,000 payment shall be credited against the \$3,995,200 Master Development Fee. These advance payments shall be in place of the initial \$600,000 payments that would be made out of bond proceeds, such that the Developer shall not be required to pay the ten percent (10%) payment described in Subsection 2.05(b) on the initial \$6,000,000 of bonds issued.

ARTICLE III WATER AND WASTEWATER SERVICE

3.01 Water Utility Provider. The Property is located within the water certificate of convenience and necessity ("CCN") held by Aqua Water Supply Corporation ("Aqua"). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

3.02 Wastewater Service. The City shall be the wholesale wastewater treatment service provider to the Development. As wholesale service provider, the City shall own, operate, maintain, and repair all components of the WWTP and offsite wastewater system. The District

shall own, operate, maintain and repair all wastewater components within the District. The City may contract with Aqua so that Aqua may provide wastewater billing services within the District with Aqua's water billing services. The rates charged by the City within the Development shall be the same as the rates charged by the City to its in-city customers. The City agrees to enter into a wholesale wastewater treatment service agreement with the District with the following terms:

- (a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to in-City 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 District 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 customers within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City. 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, the Developer will provide easements within the area of the District for all District master meters in accordance with 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. The Developer and/or District shall not be required to provide easements outside the area of the District.

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

ARTICLE IV CONCEPT PLAN

Section 4.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Land not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has

been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study.

Section 4.03 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 construction plans, development plans, preliminary plans, and subdivision plats within the Property.

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

Section 4.04 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 such period of time.

Section 4.05 Amendments. Due to the fact that the Land 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 Land 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 Land (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, 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 2.04 hereof of \$1,600 per unit, payable as provided for in Section 2.04.

ARTICLE V CREATION OF DISTRICT

Section 5.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, 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. The Parties acknowledge that the City approved the resolution attached as **Exhibit E** consenting to the inclusion of all of the Property within the proposed District and the creation of the District.

Section 5.02 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for the water, wastewater, roadway and drainage 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 and drainage facilities and all related costs.

ARTICLE VI DEVELOPMENT MATTERS

Section 6.01 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.

Section 6.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Land. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Land.

Section 6.03 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 F**, attached hereto and made a part hereof.

Section 6.04 Streets, Drainage and Rights-of-Way. The Parties agree that streets will be required for the Project. The Developer, on behalf of the District, will design, permit and construct the streets, sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The District will accept the dedication of public rights-of-way and the street and drainage improvements located therein for operation and maintenance, after construction and acceptance of same.

ARTICLE VII PARK AND RECREATIONAL AMENITIES

Section 7.01 Parkland. The Developer agrees that the public park and public open space land shown on the Concept Plan will be dedicated to the District or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedication 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.

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

Section 8.01 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 portions 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 and zoning after annexation of the Land. A memorandum of this Agreement may be filed by the Developer in the real property records of Travis County covering (i) Tract 1, on the signing of this Agreement, and (ii) Tract 2, upon the acquisition of such tract by the Developer.

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE IX TERM, ASSIGNMENT AND REMEDIES

Section 9.01 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, 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.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City

and Developer and, following creation of the District, the District, and may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment or termination and, following creation of the District, the District containing such portion of the Land. 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.

Section 9.03 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 Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or 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 Land.

Section 9.04 Remedies.

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

Property owned by 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.

Section 9.05 Cooperation.

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

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) 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, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

**ARTICLE X
LIMITED PURPOSE ANNEXATION**

Section 10.01. Developer and/or the District agree to enter into a 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.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 11.01 Notice. Any notice 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 delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Required Copy to: Charlie Crossfield

Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER: Texas Bridle Trails LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to: Winstead PC
Attn: Kimberley Studdard
2100 Congress Avenue, Ste. 2100
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 11.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

Section 11.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 11.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 11.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been

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

Section 11.06 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.

Section 11.07 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.

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

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 11.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Depiction of the Property

Exhibit B - Form of District Joinder

Exhibit C - Concept Plan including Boundary Roads and Arterials

Exhibit D - Location of Connection

Exhibit E - Form of Consent Resolution of the City

Exhibit F - Permitted Variances to City Development Requirements

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

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 2022, by
_____, _____ of the City of Elgin, Texas, a home-rule city on behalf
of said City.

Notary Public Signature

(Seal)

TEXAS BRIDLE TRAILS, LLC

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2022, by
_____ on behalf of Texas Bridle Trails, LLC.

Notary Public Signature

(Seal)



Exhibit “ _ ”

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com
TBPLS Firm # 10105800

Elgin
Travis County, Texas

D&A Job No. 1028-004
August 26, 2019

DESCRIPTION

637.3-Acre [27,761,632 Square Feet] Municipal Utility District Tract

BEING A 637.3-ACRE [27,761,632 SQUARE FEET] MUNICIPAL UTILITY DISTRICT TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID 637.32-ACRE TRACT BEING ALL OF THAT CALLED 10.00-ACRE TRACT AND A PORTION OF THAT CALLED 315.26-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2008035688 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], BEING ALL OF THAT CALLED 127.535-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2008035687 [O.P.R.T.C.T.], AND BEING A PORTION OUT OF THAT CALLED 195.5-ACRE TRACT TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2019016081 [O.P.R.T.C.T.]; SAID 637.32-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the north corner of said 315.26-acre tract, same being the west corner of a called 191-acre tract, Tract Number One, as recorded in Volume 1815, Page 402 of the Deed Records of Travis County, Texas [D.R.T.C.T.], same being in the southeast right-of-way line of Giese Lane, an apparent 50-foot wide right-of-way, no record information found, and being the north corner of the tract described herein;

THENCE, S63°12'50"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 191-acre tract, passing at a distance of 1,243.65 feet a 1/2-inch iron rod found in the northwest line of said 10.00-acre tract, bears S26°47'10"W, a distance of 1.04 feet, and passing at a distance of 1,749.97 feet a 1/2-inch iron rod found in the northeast line of said 10.00-acre tract, bears S26°47'10"W, a distance of 1.32 feet, and continuing for a total distance of 3,177.43 feet to a 5/8-inch iron rod found on the northeast line of said 315.26-acre tract, being at the south corner of said 191-acre tract, and same being the west corner of a called 50.349-acre tract, recorded in Document Number 2001200295 [O.P.R.T.C.T.];

THENCE, S63°27'18"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 50.349-acre tract, a distance of 1,100.64 feet to a 60D nail found in a fence post for an exterior ell corner of said 315.26-acre tract, same being the north corner of a called 20.00-acre tract (per Travis County Tax Map, no record information found);

THENCE, S26°38'32"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 20.00-acre tract and the northwest line of a called 5.00-acre tract, recorded in Volume 6501, Page 42 [D.R.T.C.T.], passing at a distance of 500.59 feet a 1/2-inch iron pipe found, which bears S63°21'28"E, a distance of 0.30 feet, and continuing for a total distance of 800.26 feet to a 1/2-inch iron rod found for the west corner of said 5.00-acre tract, at an interior ell corner of said 315.26-acre tract, and also being an interior ell corner of the tract described herein;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

THENCE, S63°19'49"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 5.00-acre tract, and with the southwest line of a called 9.35-acre tract, recorded in Volume 12363, Page 2230 of the Real Property Records, Travis County, Texas [R.P.R.T.C.T.], a distance of 2,096.15 feet to a 5/8-inch iron rod found for an east corner of said 315.26-acre tract, same being the south corner of said 9.35-acre tract, and same being in the apparent northwest right-of-way line of Klaus Lane (no record information found), from which a 1/2-inch iron rod found for the east corner of said 9.35-acre tract, same being at the south corner of said 20.00-acre tract, and also being in the northwest right-of-way of said Klaus Lane, bears N26°45'46"E, a distance of 300.29 feet;

THENCE, with a southeast line of said 315.26-acre tract, same being the apparent northwest right-of-way line of said Klaus Lane, the following two (2) courses and distances:

- 1) S26°53'03"W, a distance of 637.61 feet to a 1/2-inch iron rod found for an angle point, and
- 2) S26°59'19"W, a distance of 288.93 feet to a calculated point for an exterior ell corner of said 315.26-acre tract, same being at the east corner of a called 5.00-acre tract, recorded in Volume 12714, Page 2046 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found in concrete bears N48°47'09"E, a distance of 0.48 feet;

THENCE, N63°17'52"W, with a southeast line of said 315.26-acre tract, same being the northeast line of said 5.00-acre tract (Volume 12714, Page 2046), a distance of 796.46 feet to a 1/2-inch iron rod found for an interior ell corner of said 315.26-acre tract, same being the north corner of said 5.00-acre tract (Volume 12714, Page 2046);

THENCE, S26°37'36"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 5.00-acre tract (Volume 12714, Page 2046), a distance of 273.11 feet to a 1/2-inch iron rod found for the north corner of a called 10.57-acre tract, recorded in Volume 12854, Page 2132 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found on the southwest line of said 5.00-acre tract (Volume 12714, Page 2064), same being the northeast line of said 10.57-acre tract, bears S63°15'08"E, a distance of 418.62 feet;

THENCE, S27°00'30"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 10.57-acre tract, a distance of 578.91 feet to a 1/2-inch iron rod found at an exterior ell corner of said 315.26-acre tract, same being the west corner of said 10.57-acre tract, and also being on the northeast line of a called 175.81-acre tract, recorded in Volume 13299, Page 2327 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found bears S21°26'43"W, a distance of 2.99 feet;

THENCE, with a southwest line of said 315.26-acre tract, same being the northeast line of said 175.81-acre tract the following five (5) courses and distances;

- 1) N63°35'05"W, a distance of 40.92 feet to a 1/2-inch iron rod found,
- 2) N61°50'34"W, a distance of 120.46 feet to a 1/2-inch iron rod found,

(CONTINUED ON NEXT PAGE)



- 3) N62°39'52"W, a distance of 572.80 feet to a 1/2-inch iron rod found,
- 4) N62°30'47"W, a distance of 228.37 feet to a 1/2-inch iron rod found, and
- 5) N62°48'25"W, a distance of 1,444.97 feet to a 1/2-inch iron rod found at an interior ell corner of said 315.26-acre tract, same being the north corner of said 175.81-acre tract, same being an interior ell corner of the tract described herein;

THENCE, with a southeast line of said 315.26-acre tract and a southeast line of said 127.535-acre tract, same being a northwest line of said 175.81-acre tract the following two (2) courses and distances;

- 1) S27°01'00"W, a distance of 76.28 feet to a 1/2-inch iron rod found for an exterior ell corner of said 315.26-acre tract, same being the east corner of said 127.535-acre tract, and
- 2) S27°32'56"W, passing at a distance of 1,742.63 feet a 1/2-inch iron rod with a cap stamped "DOUCET" found, and continuing for a total distance of 1,770.97 feet to a 1/2-inch iron rod with a cap stamped "RPLS 2218" found for an exterior ell corner of said 127.535-acre tract, at the an interior ell corner of said 175.81-acre tract;

THENCE, N61°57'33"W, with a southwest line of said 127.535-acre tract, same being a northeast line of said 175.81-acre tract, a distance of 395.36 feet to a 1/2-inch iron rod with a cap stamped "RPLS 2218" found for an exterior ell corner of said 127.535-acre tract, same being an exterior ell corner of said 175.81-acre tract, and also being on the southeast line of said 195.5-acre tract, from which a 1/2-inch iron rod with a cap stamped "DOUCET" found at an interior ell corner of said 127.535-acre tract, same being the east corner of said 195.5-acre tract bears N27°57'29"E, a distance of 20.48 feet;

THENCE, S28°06'22"W, with the southeast line of said 195.5-acre tract, same being the northwest line of said 175.81-acre tract and the northwest line of a called 215-acre tract (Tract Two – First Tract), recorded in Document Number 1999051933 [O.P.R.T.C.T.], passing at a distance of 974.38 feet a 1/2-inch iron rod found for reference bears S61°53'38"E, a distance of 1.41 feet, continuing for a total distance of 2,330.42 feet to a point for the south corner of said 195.5-acre tract, same being at the west corner of said 215-acre tract, and same being in the north right-of-way line of U.S. Highway 290 (240 foot wide right-of-way, no record information found), from which a 1/2-inch iron rod found for reference bears S28°06'22"W, a distance of 4.93 feet;

THENCE, S88°33'31"W, with the south line of said 195.5-acre tract, same being the north right-of-way line of U.S. 290, for a distance of 2,586.01 feet to point for the west corner of the herein described tract, same being at a point of intersection with the apparent common Manor and Elgin Extra Territorial Jurisdiction lines;

(CONTINUED ON NEXT PAGE)

THENCE, with said common Manor and Elgin Extra Territorial Jurisdiction lines, over and across said 195.5-acre tract, the following seven (7) courses and distances;

- 1) N01°38'12"W, a distance of 40.34 feet to a point,
- 2) N00°04'26"W, a distance of 259.47 feet to a point,
- 3) N02°49'37"E, a distance of 243.70 feet to a point,
- 4) N04°34'45"E, a distance of 167.51 feet to a point,
- 5) N07°26'38"E, a distance of 128.95 feet to a point,
- 6) N07°57'36"E, a distance of 147.04 feet to a point, and
- 7) N10°15'13"E, a distance of 262.52 feet to a point in the northwest line of said 195.5-acre tract, same being in the southeast line of a called 113.192-acre tract, recorded in Document Number 2012142604 [R.P.R.T.C.T.];

THENCE, N27°19'18"E, with the northwest line of said 195.5-acre tract, same being the southeast line of said 113.192-acre tract, and the east line of a called 25.04-acre tract, recorded in Volume 6563, Page 1578 [D.R.T.C.T.], a distance of 2,421.89 feet to a 1/2-inch iron rod found for the north corner of said 195.5-acre tract, at the west corner of said 127.535-acre tract, same being the east corner of said 25.04-acre tract, and also being the south corner of a called 84.987-acre tract, recorded in Volume 6563, Page 1580 [D.R.T.C.T.];

THENCE, N27°08'27"E, with the northwest line of said 127.535-acre tract, same being the southeast line of said 84.987-acre tract, a distance of 797.91 feet to a 1/2-inch iron rod found for the apparent southerly terminus of Giese Lane, a varying width right-of-way, no record information found;

THENCE, with the northwest line of said 127.535-acre tract, same being the apparent southeast right-of-way line of Giese Lane, the following two (2) courses and distances:

- 1) N51°34'02"E, a distance of 48.37 feet to a 1/2-inch iron rod found for an angle point, and
- 2) N26°23'41"E, a distance of 900.56 feet to a 1/2-inch iron rod found for the north corner of said 127.535-acre tract, same being the west corner of said 315.26-acre tract;

THENCE, continuing with the apparent southeast right-of-way line of said Giese Lane, same being the northwest line of said 315.26-acre tract the following two (2) courses and distances:

- 1) N26°26'36"E, a distance of 281.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for an angle point, and

(CONTINUED ON NEXT PAGE)

- 2) N26°38'51"E, a distance of 64.46 feet to an angle point at the intersection of the apparent Manor Extra Territorial Jurisdiction line and the apparent Travis County Line with said apparent southeast right-of-way line of Giese Lane and the northwest line of said 315.26-acre tract;

THENCE, leaving the apparent southeast right-of-way line of said Giese Lane and the northwest line of said 315.26-acre tract, crossing said 315.26-acre tract, with the apparent Manor Extra Territorial Jurisdiction line and the apparent Travis County line, the following three (3) courses and distances:

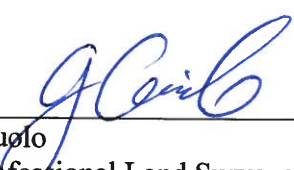
- 1) S89°34'15"E, a distance of 319.53 feet to an angle point,
- 2) N13°12'51"E, a distance of 581.96 feet to an angle point, and
- 3) N06°47'45"E, a distance of 425.10 feet to an angle point on the apparent southeast right-of-way line of said Giese Lane, same being the northwest line of said 315.26-acre tract;

THENCE, N26°52'34"E, passing at a distance of 306.28 feet a 1/2-inch iron rod with cap stamped "1383" found for reference bears N63°07'26"W, a distance of 0.43 feet, and continuing for a total distance of 1,166.47 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 637.3-acres [27,761,632 Square Feet].

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000081815. 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, Garrett Cavauiolo, Registered Professional Land Surveyor, hereby certify that this legal description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

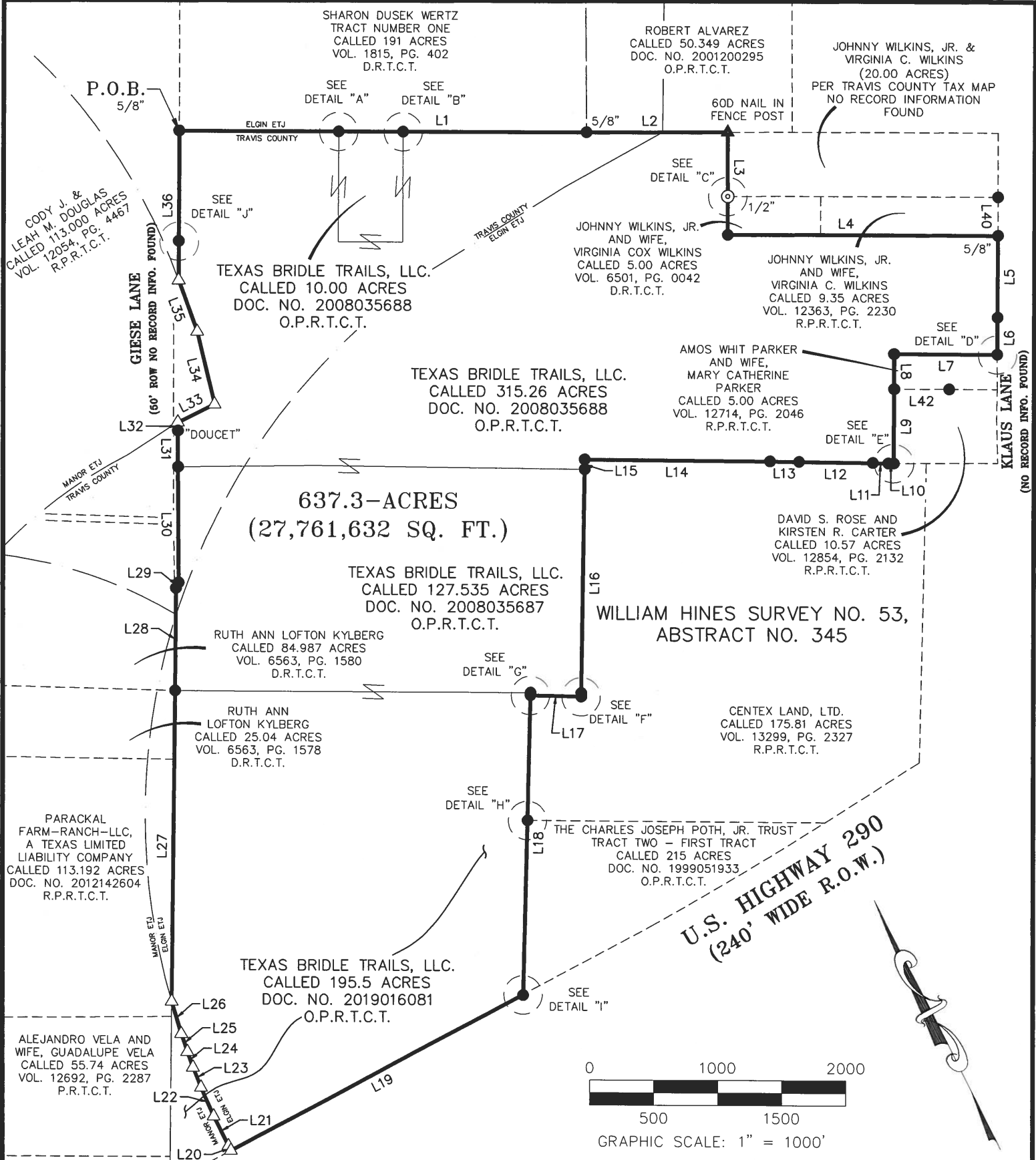


Garrett Cavauiolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavauiolo@DoucetEngineers.com
TBPLS Firm Registration No. 10105800

8/26/19
Date



X:\Departments\Geospatial\Projects\1028-004 Brickston (Heritage Lakes)\CADD\dwg\Working\1028004-COMBINED MUD TRACTS.dwg



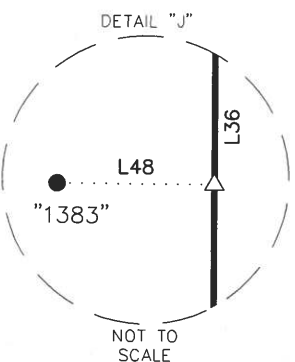
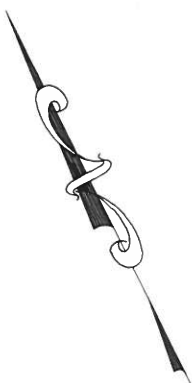
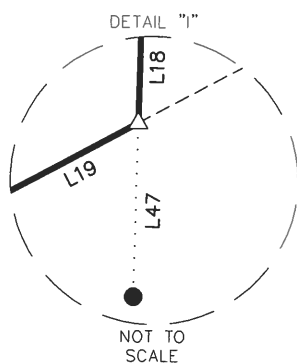
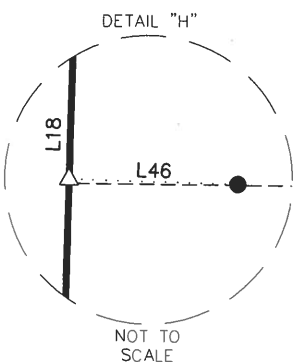
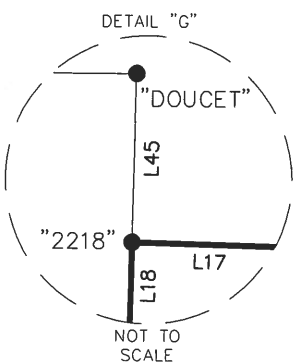
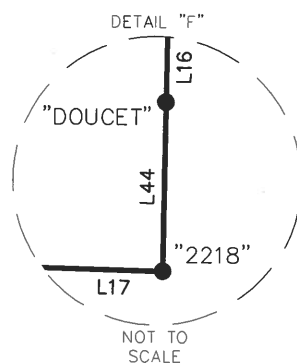
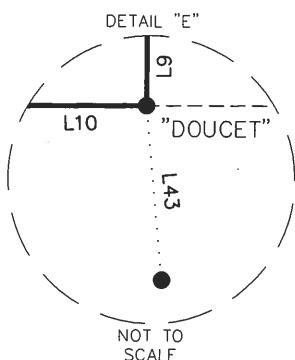
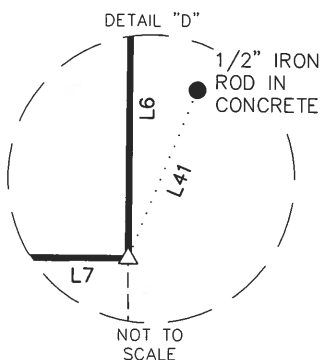
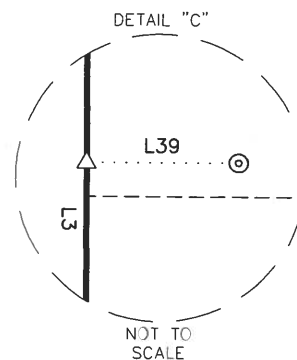
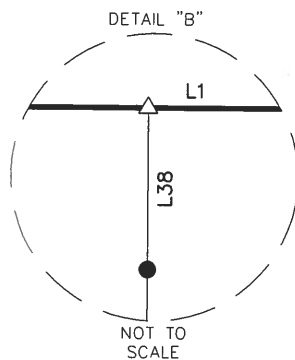
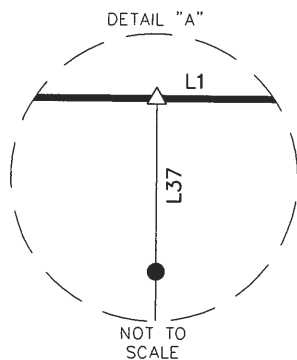
BRICKSTON MUD
637.3-ACRES
[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm Registration Number: 10105800
TBPE Firm Registration Number: 3937

Date:	08/26/2019
Scale:	1" = 1000'
Drawn by:	JWF
Reviewer:	GC
Project:	1028-004
Sheet:	6 of 8
Field Book:	509
Party Chief:	ARM
Survey Date:	10/04/2018

X:\Departments\Geospatial\Projects\1028-004 Brickston (Heritage Lakes)\CADD\dwg\Working\1028004-COMBINED MUD TRACTS.dwg



BRICKSTON MUD
637.3-ACRES

[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

**DA DOUCET
& ASSOCIATES**

Civil Engineering - Planning - Geospatial
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TBPLS Firm Registration Number: 10105800
TBPE Firm Registration Number: 3937

Date: 08/26/2019

Scale: 1" = 1000'

Drawn by: JWF

Reviewer: GC

Project: 1028-004

Sheet: 7 of 8

Field Book: 509

Party Chief: ARM

Survey Date: 10/04/2018

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°12'50"E	3,177.43'
L2	S63°27'18"E	1,100.64'
L3	S26°38'32"W	800.26'
L4	S63°19'49"E	2,096.15'
L5	S26°53'03"W	637.61'
L6	S26°59'19"W	288.93'
L7	N63°17'52"W	796.46'
L8	S26°37'36"W	273.11'
L9	S27°00'30"W	578.91'
L10	N63°35'05"W	40.92'
L11	N61°50'34"W	120.46'
L12	N62°39'52"W	572.80'
L13	N62°30'47"W	228.37'
L14	N62°48'25"W	1,444.97'
L15	S27°01'00"W	76.28'
L16	S27°32'56"W	1,770.97'
L17	N61°57'33"W	395.36'
L18	S28°06'22"W	2,330.42'
L19	S88°33'31"W	2,586.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N01°38'12"W	40.34'
L21	N00°04'26"W	259.47'
L22	N02°49'37"E	243.70'
L23	N04°34'45"E	167.51'
L24	N07°26'38"E	128.95'
L25	N07°57'36"E	147.04'
L26	N10°15'13"E	262.52'
L27	N27°19'18"E	2,421.89'
L28	N27°08'27"E	797.91'
L29	N51°34'02"E	48.37'
L30	N26°23'41"E	900.56'
L31	N26°26'36"E	281.91'
L32	N26°38'51"E	64.46'
L33	S89°34'15"E	319.53'
L34	N13°12'51"E	581.96'
L35	N06°47'45"E	425.10'
L36	N26°52'34"E	1,166.47'
L37	S26°47'10"W	1.04'
L38	S26°47'10"W	1.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L39	S63°21'28"E	0.30'
L40	N26°45'46"E	300.29'
L41	N48°47'09"E	0.48'
L42	S63°15'08"E	418.62'
L43	S21°26'43"W	2.99'
L44	S27°32'56"W	28.35'
L45	N27°57'29"E	20.48'
L46	S61°53'38"E	1.41'
L47	S28°06'22"W	4.93'
L48	N63°07'26"W	0.43'

NOTES:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000081815.
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, GARRETT CAVAIUOLO, 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.

Garrett Cavaiuolo 8/26/19
GARRETT CAVAIUOLO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM



LEGEND

	MUD DESCRIPTION LINE
	EXISTING PROPERTY LINE
	CALCULATED POINT
	IRON PIPE FOUND [AS NOTED]
	60D NAIL FOUND
	1/2" IRON ROD FOUND (UNLESS NOTED)
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

BRICKSTON MUD
637.3-ACRES
[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm Registration Number: 10105800
TBPE Firm Registration Number: 3937

Date: 08/26/2019
Scale: 1" = 1000'
Drawn by: JWF
Reviewer: GC
Project: 1028-004
Sheet: 8 of 8
Field Book: 509
Party Chief: ARM
Survey Date: 10/04/2018

EXHIBIT "B"
FORM OF DISTRICT JOINDER

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, 201_, is executed by BRICKSTON MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Consent Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and TEXAS BRIDLE TRAILS, LLC, a Texas limited liability company, dated effective as of _____, 201_. 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 Consent 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 Consent Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Consent 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 Consent 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 Consent 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 Consent 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 Bastrop 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.

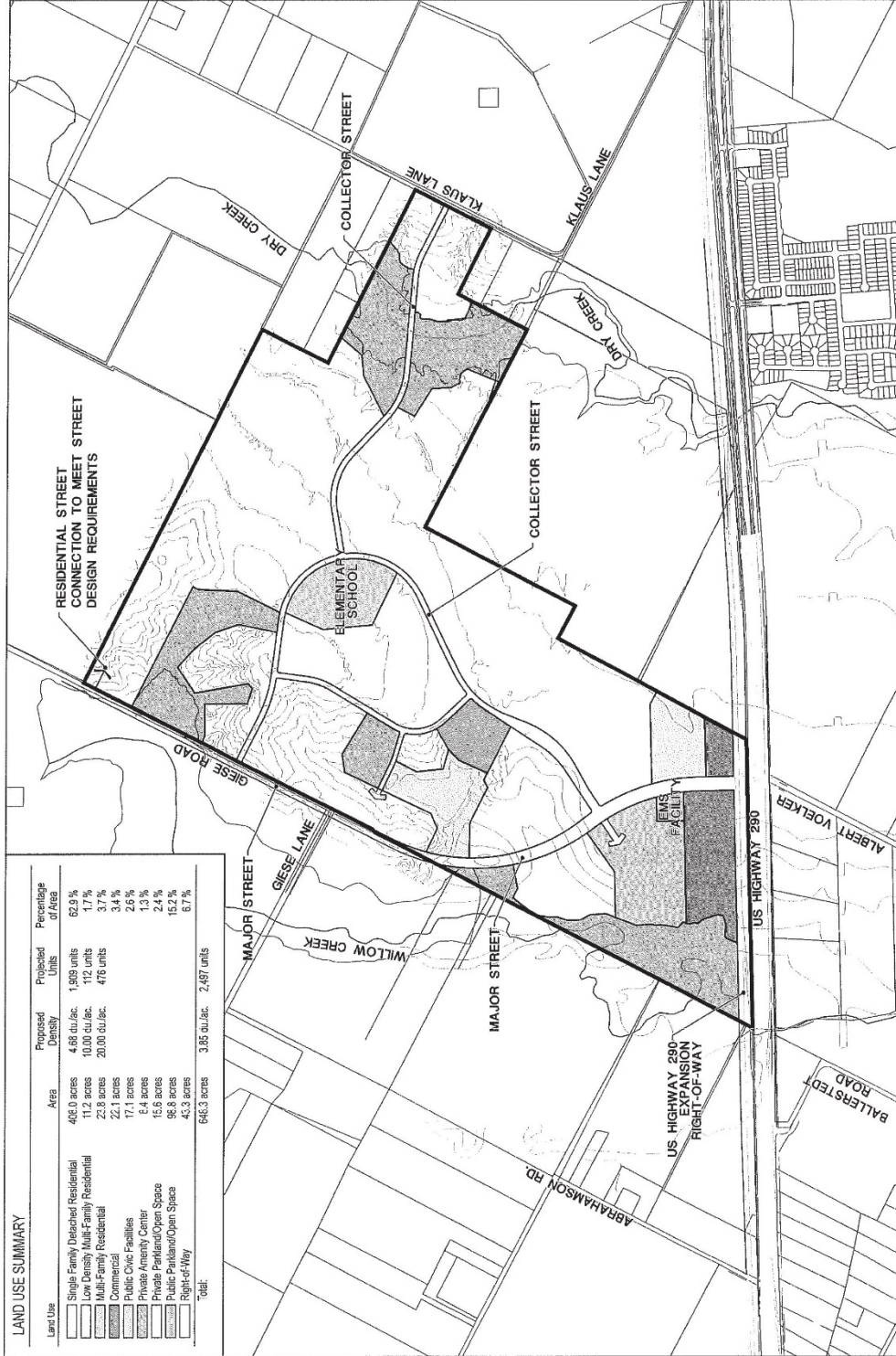
BRICKSTON MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

**EXHIBIT “C”
CONCEPT PLAN**



LAND USE SUMMARY

Land Use	Area	Proposed Density	Projected Units	Percentage of Area
Single Family Detached Residential	405.0 acres	4.88 du./ac.	1,959 units	62.9 %
Low Density Multi-Family Residential	11.2 acres	10.00 du./ac.	112 units	1.7 %
Multi-Family Residential	22.8 acres	20.00 du./ac.	476 units	3.7 %
Commercial	22.1 acres			3.4 %
Public Office Facilities	17.1 acres			2.6 %
Private Family Center	1.4 acres			1.3 %
Private Recreation/Open Space	15.8 acres			2.4 %
Public Recreation/Open Space	93.8 acres			15.2 %
Right-of-Way	42.3 acres			6.7 %
Total:	646.3 acres	3.85 du./ac.	2,497 units	

RANCH ROAD DEVELOPMENT

Brickston

Exhibit C
Concept Plan

Scale: 1" = 1400'

North

0 200 400 600 800

DATE: December 23, 2018

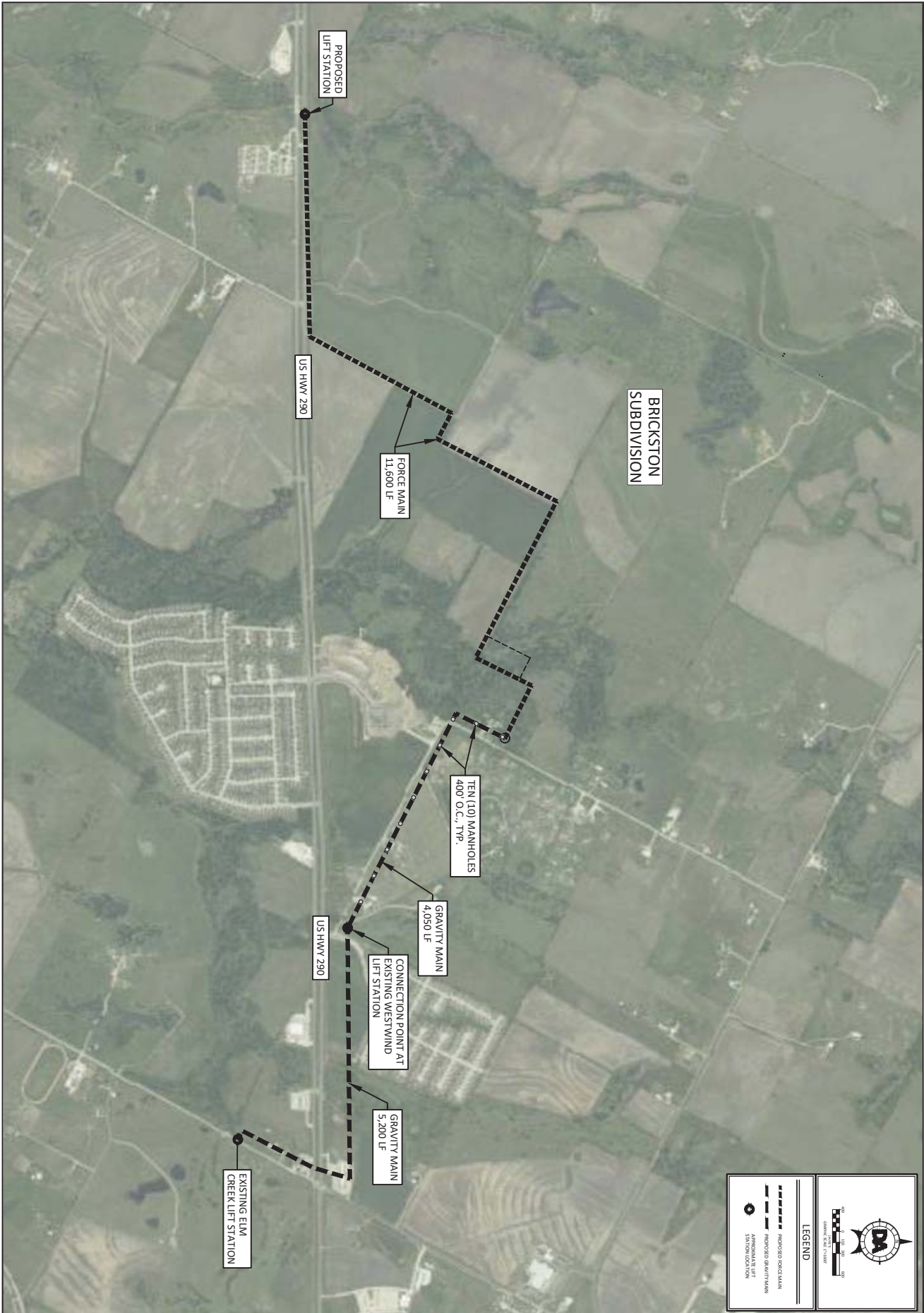
SEC Planning, LLC

Land Planning • Landscape Architecture • Community Building

MOBILE, TEXAS

www.secplanning.com • www.ranchroaddev.com

THIS DRAWING AND THE DESIGN SHOWN ARE THE PROPERTY OF SUN CITY TEXAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. NO CONSENT IS PROHIBITED AND ANY VIOLATION WILL BE SUBJECT TO LEGAL ACTION.



Project No.	1028-004
Sheet No.	1 OF 1
DATE	05/23/2022
BY	BTADLOK
CHECKED	BTADLOK
DESIGNED	BTADLOK



EXHIBIT D
PROPOSED WASTE WATER PLAN

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W. Suite 140
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800

EXHIBIT “E”

CITY RESOLUTION CONSENTING TO CREATION

RESOLUTION NO. 2019-06-04-18

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING
TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in a Municipal Utility District, dated January, 2019, a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, the City wishes to evidence its support for the creation of the Brickston Municipal Utility District ("District") within its extraterritorial jurisdiction by special act of the 86th Texas Legislature; and,

WHEREAS, the creation of the Brickston Municipal Utility District was previously contemplated through a Development Agreement executed by and between the City of Elgin and Texas Bridle Trails LLC; and,

WHEREAS, the City passed Resolution No. 2019-02-05-02 to evidence consent and support of the creation of the Brickston Municipal Utility District; and,

WHEREAS, the City amended Resolution No. 2019-02-05-02 with Resolution No. 2019-04-16-09 on April 16, 2019; and

WHEREAS, the City of Elgin and Texas Bridle Trails wish to amend Resolution No. 2019-04-16-09.

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

Section 1. That the above recitals are true and correct; and that the City Council hereby grants its consent to and permission for the creation of the Brickston Municipal Utility District by special act of the 86th Texas Legislature within its extraterritorial jurisdiction which is described more fully in the field notes attached to the Petition described in Exhibit B; a copy of which being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2 That the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 3 That the City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction

Section 4. That Texas Bridle Trails has made a commitment that the Brickston Municipal Utility District will contain, in addition to those matters in the Development Agreement, with the Effective Date of February 6, 2019, the following related to Affordable Housing:

(a) Not less than 7.5 percent of the multifamily residential units developed on the real property in the district must be deed restricted for rent to individuals or families with incomes at

or below 30 percent of the area median family income at an annual rent not to exceed 30 percent of the income of the individual or family renting the unit.

(b) Not less than 7.5 percent of the multifamily residential units developed on the real property in the district must be deed restricted for rent to individuals or families with incomes at or below 50 percent of the area median family income at an annual rent not to exceed 30 percent of the income of the individual or family renting the unit.

(c) Multifamily residential units reserved for rent to certain individuals and families under this section must be reserved in the same proportion of the type and size of multifamily residential units that are offered in the residential development as a whole.

(d) The District, once created, will monitor compliance of the provisions in subsections (a)-(c) above. The District will present an annual report to the City Council on those requirements.

Section 5 That Texas Bridle Trails has further committed that the Brickston Municipal Utility District will not take any actions that will be inconsistent with the objectives of the most recently adopted state water plan.

Section 6 The Brickston Municipal Utility District, once created, will monitor compliance with provision (a) above and present an annual statement to the City Council that it has not taken any actions that are inconsistent with the objectives of the most recently adopted state water plan.

Section 7. The City Council hereby find and declares that written notice of the date, 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 8. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 4th day of June, 2019.



CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:



AMELIA SANCHEZ, City Secretary

RESOLUTION NO.2019-04-16-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ELGIN, TEXAS, CONSENTING TO THE CREATION OF A
MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS BRICKSTON
MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in a Municipal Utility District, dated January 2019 a copy of which is attached hereto and marked as Exhibit "A"; and

WHEREAS, the City wishes to evidence its support for the creation of the Brickston Municipal Utility District ("District") within its extraterritorial jurisdiction by special act of the 86th Texas Legislature; and

WHEREAS, the creation of the Brickston Municipal Utility District was previously contemplated through a Development Agreement executed by and between the City of Elgin and Texas Bridle Trails, LLC; and

WHEREAS, the City passed Resolution No. 2019-02-05-02 to evidence consent and support of the creation of the Brickston Municipal Utility District; and,

WHEREAS, The City of Elgin and Texas Bridle Trails wish to amend Resolution No. 2019-02-05-02.

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

Section 1. That the above recitals are true and correct; and that the City Council hereby grants its consent to and permission for the creation of the Brickston Municipal Utility District by special act of the 86th Texas Legislature within its extraterritorial jurisdiction, which is described more fully in the field notes attached to the Petition described in Exhibit "B"; a copy of which being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. That the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 3. That the City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District in its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

Section 4. That the City Council further states that the project will contain, in addition to those matters in the Development Agreement, with the Effective Date of February 6, 2019, the following related to Affordable Housing:

- (a) Not less than 7.5 percent of the multifamily residential units developed on the real property in the district must be deed restricted for rent to individuals or families with incomes at or below 30 percent of the area median family income at an annual rent not to exceed 30 percent of the income of the individual or family renting the unit.

(b) Not less than 7.5 percent of the multifamily residential units developed on the real property in the district must be deed restricted for rent to individuals or families with incomes at or below 50 percent of the area median family income at an annual rent not to exceed 30 percent of the income of the individual or family renting the unit.

(c) Multifamily residential units reserved for rent to certain individuals and families under this section must be reserved in the same proportion of the type and size of multifamily residential units that are offered in the residential development as a whole.

(d) The District, once created, will be fully responsible for compliance with the provisions in subsections (a)-(c) above. The District will present an annual report to the City Council on those requirements.

Section 5. 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 was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 16th day of April, 2019.



CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:


AMELIA SANCHEZ, City Secretary

I, AMELIA SANCHEZ, CITY SECRETARY,
CITY OF ELGIN, BASTROP COUNTY, TEXAS
do hereby certify that this is a true and correct copy as
same appears of record in my office. Witness my hand
and seal of office on: Date: 2-6-19



AMELIA SANCHEZ, City Secretary
City of Elgin, TX

Signature: Amelia Sanchez

RESOLUTION NO. 2019-02-05-02

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO
THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in a
Municipal Utility District, dated January, 2019, a copy of which is attached hereto as Exhibit
"A"; and,

WHEREAS, the City wishes to evidence its support for the creation of the Brickston
Municipal Utility District ("District") within its extraterritorial jurisdiction by special act of the 86th
Texas Legislature; and,

WHEREAS, the creation of the Brickston Municipal Utility District was previously
contemplated through a Development Agreement executed by and between the City of Elgin and Texas
Bridle Trails LLC.

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

Section 1. That the above recitals are true and correct; and that the City Council hereby grants its
consent to and permission for the creation of the Brickston Municipal Utility District by special act of
the 86th Texas Legislature within its extraterritorial jurisdiction which is described more fully in the
field notes attached to the Petition described in Exhibit B; a copy of which being attached hereto and
made part of this Resolution as if copied verbatim therein.

Section 2 That the Mayor and City Secretary are hereby authorized to execute any documents
necessary to effectuate this Resolution.

Section 3 That the City Council further states that it has not relinquished any rights, duties or powers
relating to the inclusion of the District within its extraterritorial jurisdiction and that while the City
consents to the creation of the District, it does not release the area within the District from its
extraterritorial jurisdiction

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

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

PASSED AND ADOPTED this 5th day of February, 2019.

A handwritten signature in black ink, appearing to read "Chris Cannon".

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

A handwritten signature in black ink, appearing to read "Amelia Sanchez".
AMELIA SANCHEZ, City Secretary

EXHIBIT “F”
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

EXHIBIT "F"

PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

A. Applicability and Base Zoning

All aspects regarding the development of this Property shall comply with the City of Elgin Code of Ordinances in effect on December 31, 2018 except as established in this Exhibit, titled Exhibit G.

Base zoning districts have been selected for the various land use categories established in this Exhibit G and illustrated on Exhibit C, Concept Plan. The districts are as follows:

Single Family Residential:	R-2
Multi-Family Residential:	A
Commercial:	C-3

This Development Agreement allows the flexibility to mix various residential and commercial land uses and define boundaries during the platting process. Each plat or site plan submitted to the City will identify the use at the time of submittal to the City. All development within the Property will comply with the modified development standards of Exhibit G. In the event this Exhibit does not address a specific City requirement; the Elgin Code of Ordinances shall apply. In the event of a conflict between this Exhibit and the identified base zoning district as defined in the Code of Ordinance on December 31, 2018, this Exhibit shall control.

B. 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 three (3) categories of residential lots with standards listed in Table G.1 below. The residential product categories include:

1. Alley Loaded

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 30 feet wide.

2. 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 35 to 49 feet wide.

3. 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 50 feet wide.

In addition to the design standards outlined in Table G.1, the following standards shall also apply:

1. Residential 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.

Table G.1 Residential Development Standards			
	ALLEY LOADED	FRONT LOAD A	FRONT LOAD B
Lot Width Minimum	30 ft.	35 ft.	50 ft.
Setbacks			
Front	10 ft.	15 ft.*	20 ft.
Rear	5 ft.	10 ft.	15 ft.
Side	5 ft.	5 ft.	5 ft.
Corner Side	10 ft.	15 ft.	15 ft.
Building Height	35 ft	35 ft	35 ft.
Minimum Lot Area	3,000 sq. ft.	4,000 sq. ft.	5,500 sq. ft.

**Garage façade must be setback at minimum of 20 ft. from right-of-way*

C. Roadway Standards

1. Giese Road, as depicted on the Concept Plan shall be designed as a Major Street. All other roadways depicted on Concept Plan shall be designed as Collector Streets.
2. Minor Streets with a width less than 100 ft. will not be designed with increased right-of-way on either side of any intersection with Major Streets and Minor Streets.
3. Major Streets and Collector Streets may be designed with landscaped medians to improve aesthetic quality and preserve trees consistent with the Typical Cross Section exhibits, as appended to this exhibit.
4. Major Streets may be designed with a laydown curb consistent with the Typical Cross Section exhibits, as appended to this exhibit.

5. Minor Streets may be designed with a 6-inch rollover curb consistent with the Typical Cross Section exhibits, as appended to this exhibit.
6. 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.
7. The length of a loop road shall not be limited.
8. 8 ft. wide meandering trails may be utilized in lieu of street sidewalks on one side of Collector Streets within the Project.
9. 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. In the event that sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
10. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
11. Sidewalks along roadways in which there is not a residential lot shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

D. 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 limited to a maximum of twelve (12) feet.

E. Signage

The control and placement of all signs is especially important to the aesthetic harmony of the Project. A critical component of a cohesive community is the sense of place and identity.

A Master Sign Plan has been prepared and is appended to this exhibit. The Master Sign Plan 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 Highway 290, one (1) Primary Residential Entry monument to be located along Giese Road, two (2) Secondary Community Entry monuments to be located along Giese Road and Klaus Lane, and three (3) Community Identity Markers located along Highway 290. The Primary Community Entry monument as well as the Community Identity Markers can be located within the Highway 290 expansion right-of-way at the Owner's discretion.

2. Neighborhood Signs

A neighborhood sign (total not to exceed twenty-eight (28)) will be located at the entrance into each residential neighborhood.

3. Facility Signs

A total of three (3) Facility Signs may be constructed with the Project. One (1) Facility Sign may be located at the entrance into the Amenity Center. Two (2) Facility Signs may be located at the entries into the Elementary School.

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.

F. Sign Lighting

All signs constructed within the Project may be illuminated in order 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.

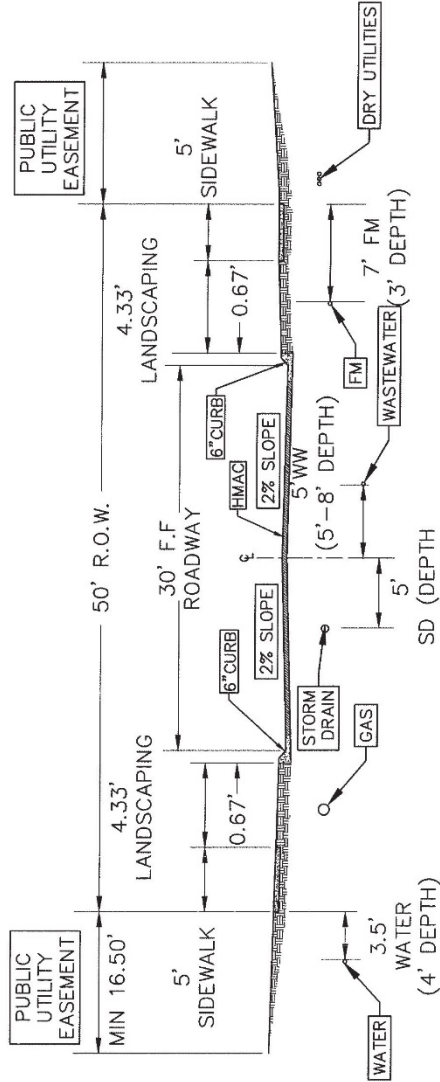
3. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting, landscape up-lighting, and under cap lighting.
4. Illumination may be white or colored.
5. Illumination must be steady. Flashing, moving, and intermittent lights are prohibited.

**TYPICAL CROSS
 SECTION-50' R.O.W.
 RESIDENTIAL STREET**

**BRICKSTON
 ELGIN, TEXAS**

**SHEET
 1
 of 3
 Project No.:
 1028-004**

Scale: NTS
 Designed: JJP
 Drawn: JB
 Reviewed: JJP
 Date: 1/7/2019



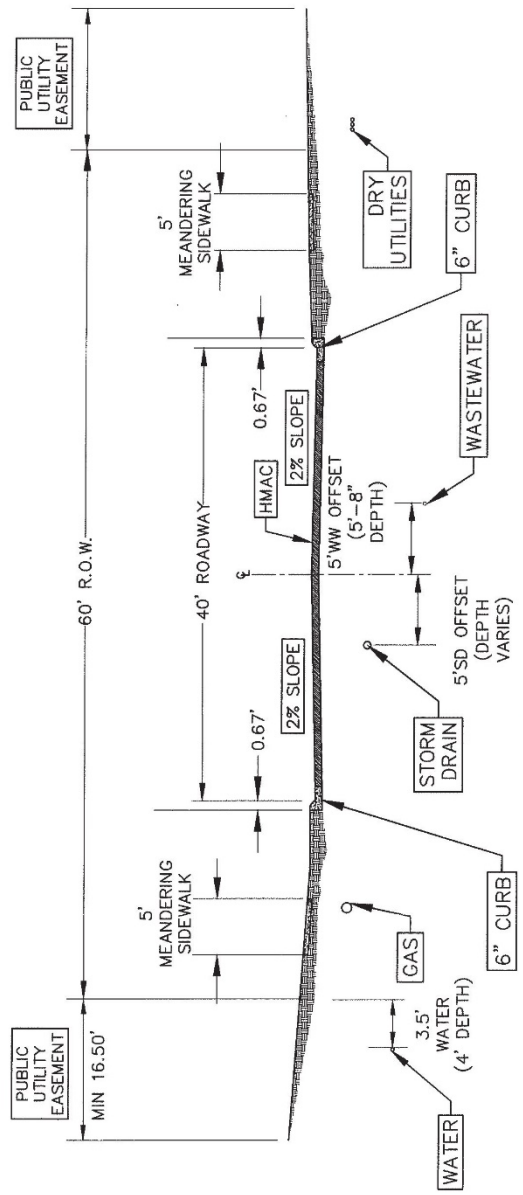
**50' R.O.W. MINOR STREET
 TYPICAL SECTION
 N.T.S.**

**TYPICAL CROSS
 SECTION-60' R.O.W
 COLLECTOR STREET**

**BRICKSTON
 ELGIN, TEXAS**

**SHEET
 2
 of 3
 Project No:
 1028-004**

Scale: NTS
 Designed: JJP
 Drawn: JB
 Reviewed: JJP
 Date: 1/7/2019



**60' R.O.W. COLLECTOR STREET
 TYPICAL SECTION
 N.T.S.**

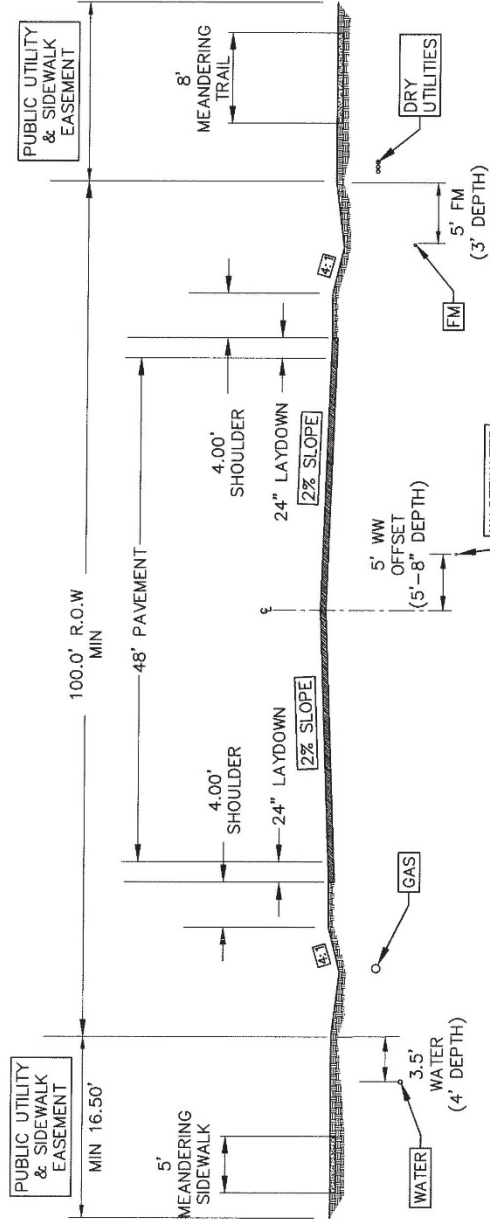
NOTE: MEDIANS OF VARIED WIDTH MAY BE DESIGNED INTO COLLECTOR STREETS AT DEVELOPERS DISCRETION. RIGHT-OF-WAY WIDTH SHALL WIDEN ACCORDINGLY.

TYPICAL CROSS SECTION 100' R.O.W MAJOR STREET

BRICKSTON
ELGIN, TEXAS

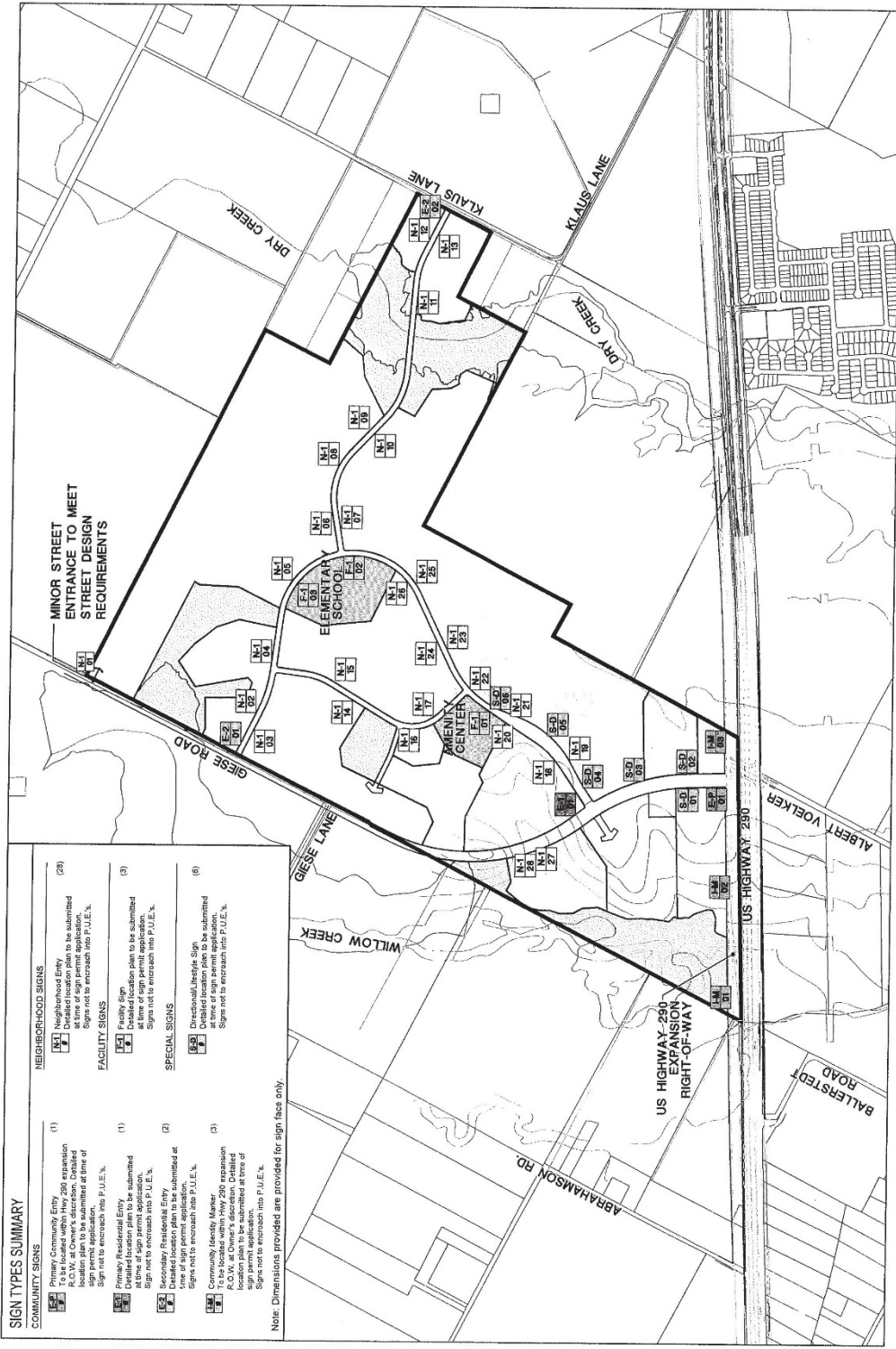
SHEET
3
of 3
Project No.:
1028-004

Scale: NTS
Designed: JJP
Drawn: JB
Reviewed: JJP
Date: 1/7/2019



100' R.O.W. MAJOR STREET WITH SWALE TYPICAL SECTION NTS

- NOTES:
1. MEDIANS OF VARIED WIDTH MAY BE DESIGNED INTO COLLECTOR STREETS AT DEVELOPERS DISCRETION. RIGHT-OF-WAY WIDTH SHALL WIDEN ACCORDINGLY.
 2. 5' SIDEWALK TO BE PLACED ON ONE SIDE OF ROADWAY WITH 8' TRAIL ON OTHER SIDE. SEE PARK AND TRAIL PLAN FOR LOCATION.



SIGN TYPES SUMMARY

COMMUNITY SIGNS	
(1) Primary Community Entry To be located within Hwy 290 expansion R.O.W. at Owner's discretion. Detailed location plan to be submitted at time of sign permit application. Sign not to encroach into P.U.E.'s.	(2) Neighborhood Entry To be located within Hwy 290 expansion R.O.W. at Owner's discretion. Detailed location plan to be submitted at time of sign permit application. Signs not to encroach into P.U.E.'s.
(3) Primary Residential Entry Detailed location plan to be submitted at time of sign permit application. Sign not to encroach into P.U.E.'s.	(4) Facility Sign Detailed location plan to be submitted at time of sign permit application. Signs not to encroach into P.U.E.'s.
(5) Secondary Residential Entry Detailed location plan to be submitted at time of sign permit application. Signs not to encroach into P.U.E.'s.	(6) Directional/Interstyle Sign Detailed location plan to be submitted at time of sign permit application. Signs not to encroach into P.U.E.'s.

Note: Dimensions provided are provided for sign face only.

RANCH ROAD DEVELOPMENT

SEC Planning, LLC

Land Planning • Landscape Architecture • Community Branding

11719N, 102nd • CLARK, MO
www.ranchroaddev.com • ranch@ranchroaddev.com

Brickston

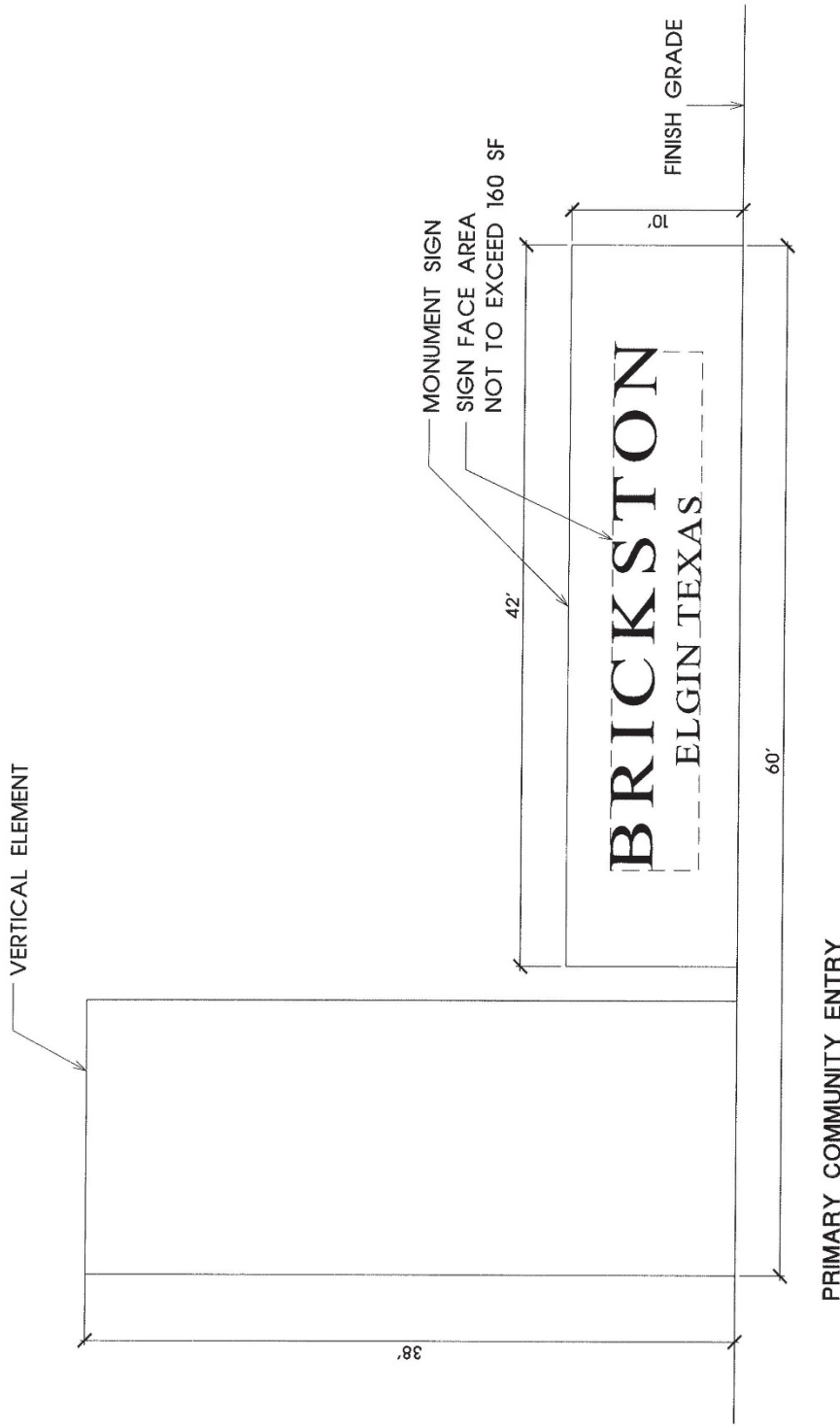
Master Sign Plan

Scale: 1" = 100'

North

Date: December 12, 2018

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SEC Planning, LLC

Land Planning • Landscape Architecture • Community Branding

ALDINE, TEXAS
www.ranchroaddev.com • www.secplanning.com

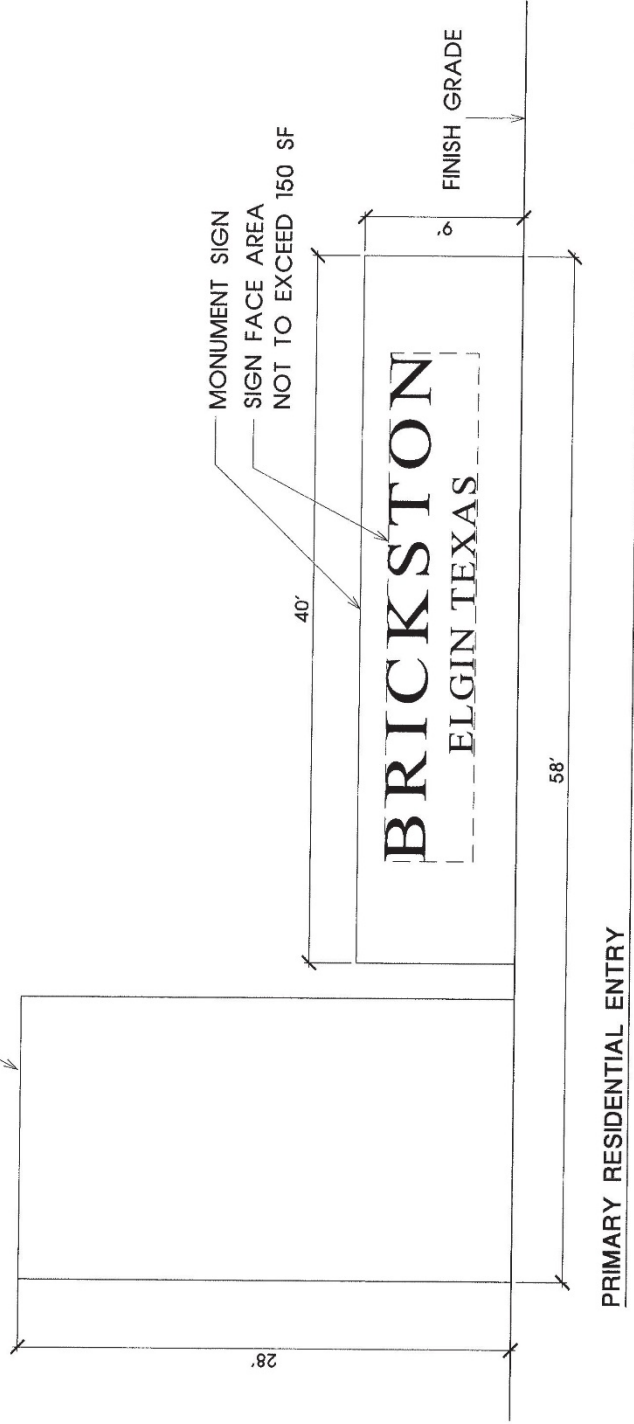
Brickston

Community Signs



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VERTICAL ELEMENT



SEC Planning, LLC

Land Planning • Landscape Architecture • Community Building

ACTIVE DESIGNS
www.secplanning.com • 800-999-9999

Brickston

Community Signs

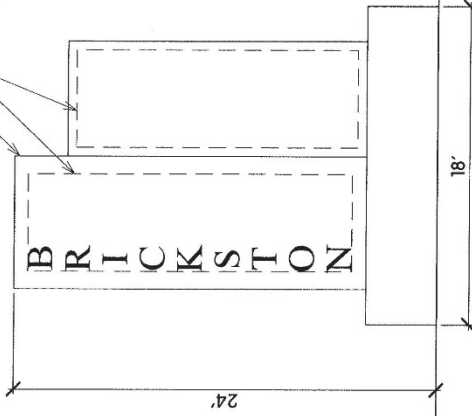


Scale: 1" = 8'

Date: December 12, 2018

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VERTICAL MARKER
SIGN FACE AREA
NOT TO EXCEED 200 SF



COMMUNITY IDENTITY MARKER



SEC Planning, LLC

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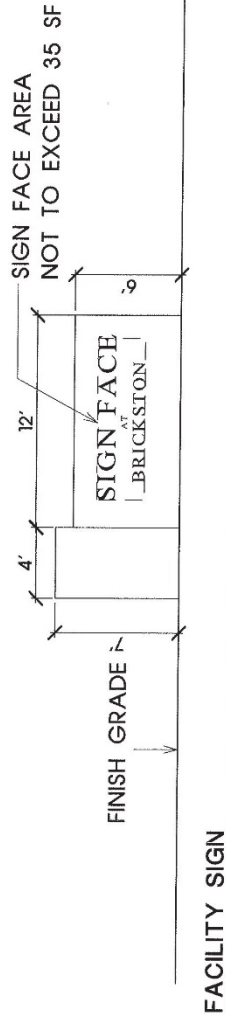
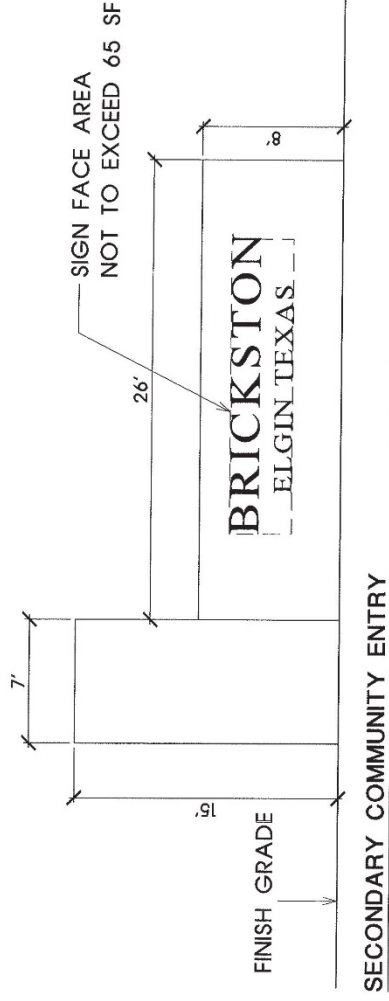
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Scale: 1" = 8'

Date: December 12, 2018

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RANCH ROAD
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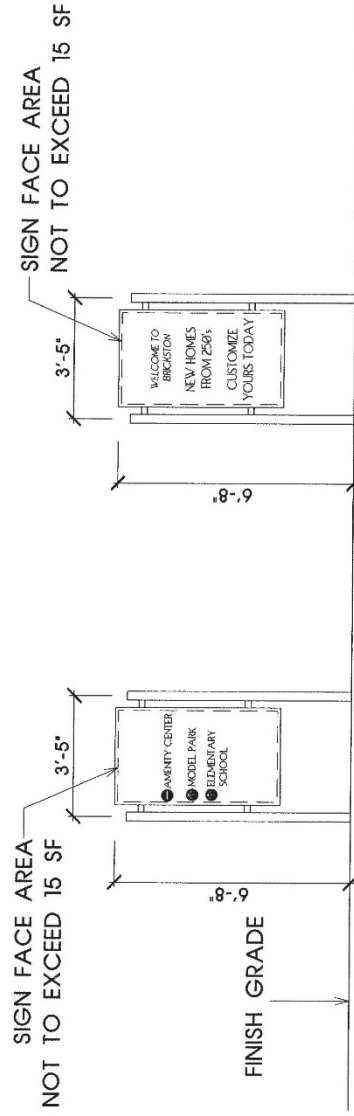
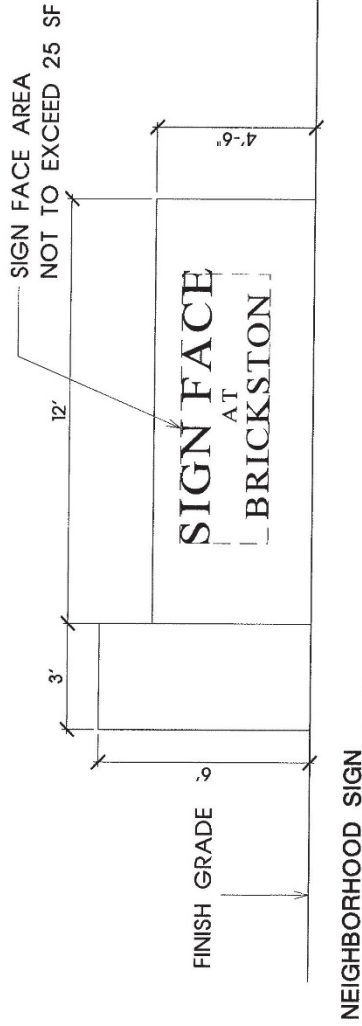
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Date: December 12, 2018

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DEVELOPMENT

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a Resolution approving an amendment to the City's existing Wastewater Service Agreement with Texas Bridle Trails LLC and the Brickston Municipal Utility District (MUD).

BACKGROUND:

Discussed at previous meetings; Texas Bridle Trails LLC and the City previously entered into the Development and Consent Agreement in February 2019 to create and develop the Brickston MUD, a mixed-use, multi-phase project on 637.3 acres of land adjacent to HWY290 in the western portion of the City's extraterritorial jurisdiction.

As contemplated in the original agreement, the Brickston MUD applied to the Texas Commission on Environmental Quality ("TCEQ") for a wastewater discharge permit.

However, the MUD's permit application has been contested by various parties and the TCEQ has referred the matter to the State Office of Administrative Hearings for a contested case hearing. The MUD wishes to avoid a hearing and have agreed that the City will receive and treat the wastewater effluent from the Brickston MUD.

This amendment memorializes the specific terms and conditions for the provision of said wastewater services as contemplated in the *Amended and Restated Development and Consent Agreement* with Texas Bridle Trails LLC and the Brickston Municipal Utility District

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of a Resolution formally approving the Amended and Restated Wastewater Service Texas Bridle Trails LLC and the Brickston MUD as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE AMENDED AND RESTATED
WASTEWATER SERVICE AGREEMENT WITH TEXAS
BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL
UTILITY DISTRICT AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City Council has approved and authorized an Amended and Restated Development and Consent Agreement with Texas Bridle Trails LLC and Brickston Municipal Utility District to construct a master-planned, mixed-use residential project that will also include commercial uses, parks, and recreational facilities to serve the community; and,

WHEREAS, it has been determined that the City shall manage, treat and dispose of wastewater that residents of the Brickston Municipal Utility District generate; and

WHEREAS, the City, Texas Bridle Trails LLC and Brickston Municipal Utility District desire to enter into this Agreement in order to establish rights and obligations with respect to wastewater service to the Property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, 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 *Amended and Restated Wastewater Service Agreement* with Texas Bridle Trails LLC and the Brickston 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. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 21st day of June, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Texas Bridle Trails, LLC, a California limited liability company (“Owner”) and the City of-Elgin, Texas (“City”). The Owner, the District and the City may be referred to herein each as a “Party” or collectively as the “Parties”. The Brickston Municipal Utility District (“District”), which is a municipal utility district created in the 86th Texas Legislative Session by SB 592, will has joined this Agreement.

WHEREAS, the Owner is a Texas limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the District is a Municipal Utility District and is a political subdivision of the State of Texas; and

WHEREAS, the Owner currently owns 637.3 acres of land more particularly described in Exhibit “A”, attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Developer and annexed into the District, the “Property”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 2,600 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into a Development and Consent Agreement dated February 6, 2019 (“Development Agreement”), as restated and amended on June __, 2022, that provides, among other things, that the City manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties jointly desire to amend this Agreement to reflect the changes now in the Amended and Restated Development and Consent Agreement; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Amended and Restated Development and Consent Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant and certain interceptor lines connecting the Property to the wastewater facilities of the City (“Interceptor Lines”);

WHEREAS, the City has previously adopted the Rate Order attached hereto as Exhibit “B” (the “Rate Order”); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

The responsibility and timing for the design, construction, and financing of the wastewater treatment plant, Interceptor Lines, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (“Wastewater Facilities”) are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Wastewater Facilities shall be performed in accordance with the Amended and Restated Development and Consent Agreement.

2. Wastewater Service

The City agrees to provide wholesale wastewater service to the property to handle up to 2,600 LUEs. In providing this service, the City specifically agrees to allow the District to utilize the City’s existing wastewater collection system and treatment plant for wastewater service for the Project. Design and construction of the off-site interceptor shall comply with City and State standards and shall be the responsibility of the District. Substantial completion of the off-site interceptor shall correspond to the substantial completion of the proposed WWTP and in no case be beyond 60 days beyond said substantial completion of the WWTP.

3. Interior Improvements.

- (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the “Interior Improvements”). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.
- (b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City’s sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.

- (c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City's Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

- (a) After completion and dedication of the Off-Site Wastewater Facilities to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Amended and Restated Development and Consent Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas, the regulations of the Texas Commission on Environmental Quality, and all duly adopted rules and regulations of the City, subject to payment of the following:
 - (1) Tap fees and inspection fees as defined in the District's Rate Order which will be collected by the District or by a third-party on behalf of the District. The Owner and District are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below; and;
 - (2) Monthly services charges based on the Wholesale Rates set forth in this Agreement.
- (b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.
- (c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvements.

- (d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.637 million gallons per day but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Amended and Restated Development and Consent Agreement.
- (f) Condition of Wastewater Delivered.
 - (i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.
 - (ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

(1) types and quantities of discharges that are prohibited for entry into their systems;

(2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and

(4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the District system in accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

(vii) If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to

be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.
- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
 - (1) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or
 - (2) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.
- (c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance requirements. Master meters shall be owned by the City and installed to measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then at the District's expense, additional calibrations may be performed. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property.

6. Payments by the Owner.

The Parties acknowledge and agree that the Amended and Restated Development and Consent Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees, as defined in the Amended and Restated Development and Consent Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city usage rates for wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the water service will be provided to the Property by Aqua Water Supply Corporation ("Aqua"), who currently holds the water certificate of convenience and necessity over the Property. To such extent, the Owner agrees that the District may contract with Aqua to provide wastewater billing services to the Property in conjunction with its retail water billing services. The District will make every effort with Aqua to encourage one bill to cover the cost of water, wastewater, and trash service. Any such contract for services shall not result in an increase in the cost of services to customers within the Property, and nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wholesale wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable

dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Copy to: Charlie Crossfield
Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

OWNER: Texas Bridle Trails LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Copy to: Winstead PC
Attn: Kimberley Studdard
401 Congress Avenue, Suite 2100
Austin, Texas 78701

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

- (a) If the City defaults under this Agreement, the Owner may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of

any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.

- (b) If the Owner defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the "Effective Date").

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

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

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

16. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
17. Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.
18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.
20. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
21. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, 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 Owner.

22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.

23. Assignability.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the District agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.

(b) This Agreement shall not be assigned by the City without the Owner's express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

25. Joinder by the District.

The Owner 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 "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CITY OF ELGIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2022, by _____, _____ of the City of Elgin, Texas, a home-rule city on behalf of said City.

Notary Public Signature

(Seal)

TEXAS BRIDLE TRAILS, LLC

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2022, by
_____ on behalf of Texas Bridle Trails, LLC.

Notary Public Signature

(Seal)



Exhibit “ ”

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com
TBPLS Firm # 10105800

Elgin
Travis County, Texas

D&A Job No. 1028-004
August 26, 2019

DESCRIPTION

637.3-Acre [27,761,632 Square Feet] Municipal Utility District Tract

BEING A 637.3-ACRE [27,761,632 SQUARE FEET] MUNICIPAL UTILITY DISTRICT TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID 637.32-ACRE TRACT BEING ALL OF THAT CALLED 10.00-ACRE TRACT AND A PORTION OF THAT CALLED 315.26-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2008035688 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], BEING ALL OF THAT CALLED 127.535-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2008035687 [O.P.R.T.C.T.], AND BEING A PORTION OUT OF THAT CALLED 195.5-ACRE TRACT TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2019016081 [O.P.R.T.C.T.]; SAID 637.32-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the north corner of said 315.26-acre tract, same being the west corner of a called 191-acre tract, Tract Number One, as recorded in Volume 1815, Page 402 of the Deed Records of Travis County, Texas [D.R.T.C.T.], same being in the southeast right-of-way line of Giese Lane, an apparent 50-foot wide right-of-way, no record information found, and being the north corner of the tract described herein;

THENCE, S63°12'50"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 191-acre tract, passing at a distance of 1,243.65 feet a 1/2-inch iron rod found in the northwest line of said 10.00-acre tract, bears S26°47'10"W, a distance of 1.04 feet, and passing at a distance of 1,749.97 feet a 1/2-inch iron rod found in the northeast line of said 10.00-acre tract, bears S26°47'10"W, a distance of 1.32 feet, and continuing for a total distance of 3,177.43 feet to a 5/8-inch iron rod found on the northeast line of said 315.26-acre tract, being at the south corner of said 191-acre tract, and same being the west corner of a called 50.349-acre tract, recorded in Document Number 2001200295 [O.P.R.T.C.T.];

THENCE, S63°27'18"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 50.349-acre tract, a distance of 1,100.64 feet to a 60D nail found in a fence post for an exterior ell corner of said 315.26-acre tract, same being the north corner of a called 20.00-acre tract (per Travis County Tax Map, no record information found);

THENCE, S26°38'32"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 20.00-acre tract and the northwest line of a called 5.00-acre tract, recorded in Volume 6501, Page 42 [D.R.T.C.T.], passing at a distance of 500.59 feet a 1/2-inch iron pipe found, which bears S63°21'28"E, a distance of 0.30 feet, and continuing for a total distance of 800.26 feet to a 1/2-inch iron rod found for the west corner of said 5.00-acre tract, at an interior ell corner of said 315.26-acre tract, and also being an interior ell corner of the tract described herein;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

THENCE, S63°19'49"E, with a northeast line of said 315.26-acre tract, same being the southwest line of said 5.00-acre tract, and with the southwest line of a called 9.35-acre tract, recorded in Volume 12363, Page 2230 of the Real Property Records, Travis County, Texas [R.P.R.T.C.T.], a distance of 2,096.15 feet to a 5/8-inch iron rod found for an east corner of said 315.26-acre tract, same being the south corner of said 9.35-acre tract, and same being in the apparent northwest right-of-way line of Klaus Lane (no record information found), from which a 1/2-inch iron rod found for the east corner of said 9.35-acre tract, same being at the south corner of said 20.00-acre tract, and also being in the northwest right-of-way of said Klaus Lane, bears N26°45'46"E, a distance of 300.29 feet;

THENCE, with a southeast line of said 315.26-acre tract, same being the apparent northwest right-of-way line of said Klaus Lane, the following two (2) courses and distances:

- 1) S26°53'03"W, a distance of 637.61 feet to a 1/2-inch iron rod found for an angle point, and
- 2) S26°59'19"W, a distance of 288.93 feet to a calculated point for an exterior ell corner of said 315.26-acre tract, same being at the east corner of a called 5.00-acre tract, recorded in Volume 12714, Page 2046 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found in concrete bears N48°47'09"E, a distance of 0.48 feet;

THENCE, N63°17'52"W, with a southeast line of said 315.26-acre tract, same being the northeast line of said 5.00-acre tract (Volume 12714, Page 2046), a distance of 796.46 feet to a 1/2-inch iron rod found for an interior ell corner of said 315.26-acre tract, same being the north corner of said 5.00-acre tract (Volume 12714, Page 2046);

THENCE, S26°37'36"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 5.00-acre tract (Volume 12714, Page 2046), a distance of 273.11 feet to a 1/2-inch iron rod found for the north corner of a called 10.57-acre tract, recorded in Volume 12854, Page 2132 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found on the southwest line of said 5.00-acre tract (Volume 12714, Page 2064), same being the northeast line of said 10.57-acre tract, bears S63°15'08"E, a distance of 418.62 feet;

THENCE, S27°00'30"W, with a southeast line of said 315.26-acre tract, same being the northwest line of said 10.57-acre tract, a distance of 578.91 feet to a 1/2-inch iron rod found at an exterior ell corner of said 315.26-acre tract, same being the west corner of said 10.57-acre tract, and also being on the northeast line of a called 175.81-acre tract, recorded in Volume 13299, Page 2327 [R.P.R.T.C.T.], from which a 1/2-inch iron rod found bears S21°26'43"W, a distance of 2.99 feet;

THENCE, with a southwest line of said 315.26-acre tract, same being the northeast line of said 175.81-acre tract the following five (5) courses and distances;

- 1) N63°35'05"W, a distance of 40.92 feet to a 1/2-inch iron rod found,
- 2) N61°50'34"W, a distance of 120.46 feet to a 1/2-inch iron rod found,

(CONTINUED ON NEXT PAGE)



- 3) N62°39'52"W, a distance of 572.80 feet to a 1/2-inch iron rod found,
- 4) N62°30'47"W, a distance of 228.37 feet to a 1/2-inch iron rod found, and
- 5) N62°48'25"W, a distance of 1,444.97 feet to a 1/2-inch iron rod found at an interior ell corner of said 315.26-acre tract, same being the north corner of said 175.81-acre tract, same being an interior ell corner of the tract described herein;

THENCE, with a southeast line of said 315.26-acre tract and a southeast line of said 127.535-acre tract, same being a northwest line of said 175.81-acre tract the following two (2) courses and distances;

- 1) S27°01'00"W, a distance of 76.28 feet to a 1/2-inch iron rod found for an exterior ell corner of said 315.26-acre tract, same being the east corner of said 127.535-acre tract, and
- 2) S27°32'56"W, passing at a distance of 1,742.63 feet a 1/2-inch iron rod with a cap stamped "DOUCET" found, and continuing for a total distance of 1,770.97 feet to a 1/2-inch iron rod with a cap stamped "RPLS 2218" found for an exterior ell corner of said 127.535-acre tract, at the an interior ell corner of said 175.81-acre tract;

THENCE, N61°57'33"W, with a southwest line of said 127.535-acre tract, same being a northeast line of said 175.81-acre tract, a distance of 395.36 feet to a 1/2-inch iron rod with a cap stamped "RPLS 2218" found for an exterior ell corner of said 127.535-acre tract, same being an exterior ell corner of said 175.81-acre tract, and also being on the southeast line of said 195.5-acre tract, from which a 1/2-inch iron rod with a cap stamped "DOUCET" found at an interior ell corner of said 127.535-acre tract, same being the east corner of said 195.5-acre tract bears N27°57'29"E, a distance of 20.48 feet;

THENCE, S28°06'22"W, with the southeast line of said 195.5-acre tract, same being the northwest line of said 175.81-acre tract and the northwest line of a called 215-acre tract (Tract Two – First Tract), recorded in Document Number 1999051933 [O.P.R.T.C.T.], passing at a distance of 974.38 feet a 1/2-inch iron rod found for reference bears S61°53'38"E, a distance of 1.41 feet, continuing for a total distance of 2,330.42 feet to a point for the south corner of said 195.5-acre tract, same being at the west corner of said 215-acre tract, and same being in the north right-of-way line of U.S. Highway 290 (240 foot wide right-of-way, no record information found), from which a 1/2-inch iron rod found for reference bears S28°06'22"W, a distance of 4.93 feet;

THENCE, S88°33'31"W, with the south line of said 195.5-acre tract, same being the north right-of-way line of U.S. 290, for a distance of 2,586.01 feet to point for the west corner of the herein described tract, same being at a point of intersection with the apparent common Manor and Elgin Extra Territorial Jurisdiction lines;

(CONTINUED ON NEXT PAGE)



THENCE, with said common Manor and Elgin Extra Territorial Jurisdiction lines, over and across said 195.5-acre tract, the following seven (7) courses and distances;

- 1) N01°38'12"W, a distance of 40.34 feet to a point,
- 2) N00°04'26"W, a distance of 259.47 feet to a point,
- 3) N02°49'37"E, a distance of 243.70 feet to a point,
- 4) N04°34'45"E, a distance of 167.51 feet to a point,
- 5) N07°26'38"E, a distance of 128.95 feet to a point,
- 6) N07°57'36"E, a distance of 147.04 feet to a point, and
- 7) N10°15'13"E, a distance of 262.52 feet to a point in the northwest line of said 195.5-acre tract, same being in the southeast line of a called 113.192-acre tract, recorded in Document Number 2012142604 [R.P.R.T.C.T.];

THENCE, N27°19'18"E, with the northwest line of said 195.5-acre tract, same being the southeast line of said 113.192-acre tract, and the east line of a called 25.04-acre tract, recorded in Volume 6563, Page 1578 [D.R.T.C.T.], a distance of 2,421.89 feet to a 1/2-inch iron rod found for the north corner of said 195.5-acre tract, at the west corner of said 127.535-acre tract, same being the east corner of said 25.04-acre tract, and also being the south corner of a called 84.987-acre tract, recorded in Volume 6563, Page 1580 [D.R.T.C.T.];

THENCE, N27°08'27"E, with the northwest line of said 127.535-acre tract, same being the southeast line of said 84.987-acre tract, a distance of 797.91 feet to a 1/2-inch iron rod found for the apparent southerly terminus of Giese Lane, a varying width right-of-way, no record information found;

THENCE, with the northwest line of said 127.535-acre tract, same being the apparent southeast right-of-way line of Giese Lane, the following two (2) courses and distances:

- 1) N51°34'02"E, a distance of 48.37 feet to a 1/2-inch iron rod found for an angle point, and
- 2) N26°23'41"E, a distance of 900.56 feet to a 1/2-inch iron rod found for the north corner of said 127.535-acre tract, same being the west corner of said 315.26-acre tract;

THENCE, continuing with the apparent southeast right-of-way line of said Giese Lane, same being the northwest line of said 315.26-acre tract the following two (2) courses and distances:

- 1) N26°26'36"E, a distance of 281.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for an angle point, and

(CONTINUED ON NEXT PAGE)

- 2) N26°38'51"E, a distance of 64.46 feet to an angle point at the intersection of the apparent Manor Extra Territorial Jurisdiction line and the apparent Travis County Line with said apparent southeast right-of-way line of Giese Lane and the northwest line of said 315.26-acre tract;

THENCE, leaving the apparent southeast right-of-way line of said Giese Lane and the northwest line of said 315.26-acre tract, crossing said 315.26-acre tract, with the apparent Manor Extra Territorial Jurisdiction line and the apparent Travis County line, the following three (3) courses and distances:

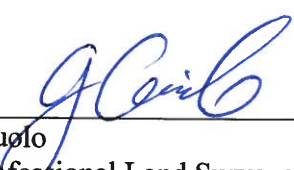
- 1) S89°34'15"E, a distance of 319.53 feet to an angle point,
- 2) N13°12'51"E, a distance of 581.96 feet to an angle point, and
- 3) N06°47'45"E, a distance of 425.10 feet to an angle point on the apparent southeast right-of-way line of said Giese Lane, same being the northwest line of said 315.26-acre tract;

THENCE, N26°52'34"E, passing at a distance of 306.28 feet a 1/2-inch iron rod with cap stamped "1383" found for reference bears N63°07'26"W, a distance of 0.43 feet, and continuing for a total distance of 1,166.47 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 637.3-acres [27,761,632 Square Feet].

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000081815. 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, Garrett Cavauiolo, Registered Professional Land Surveyor, hereby certify that this legal description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

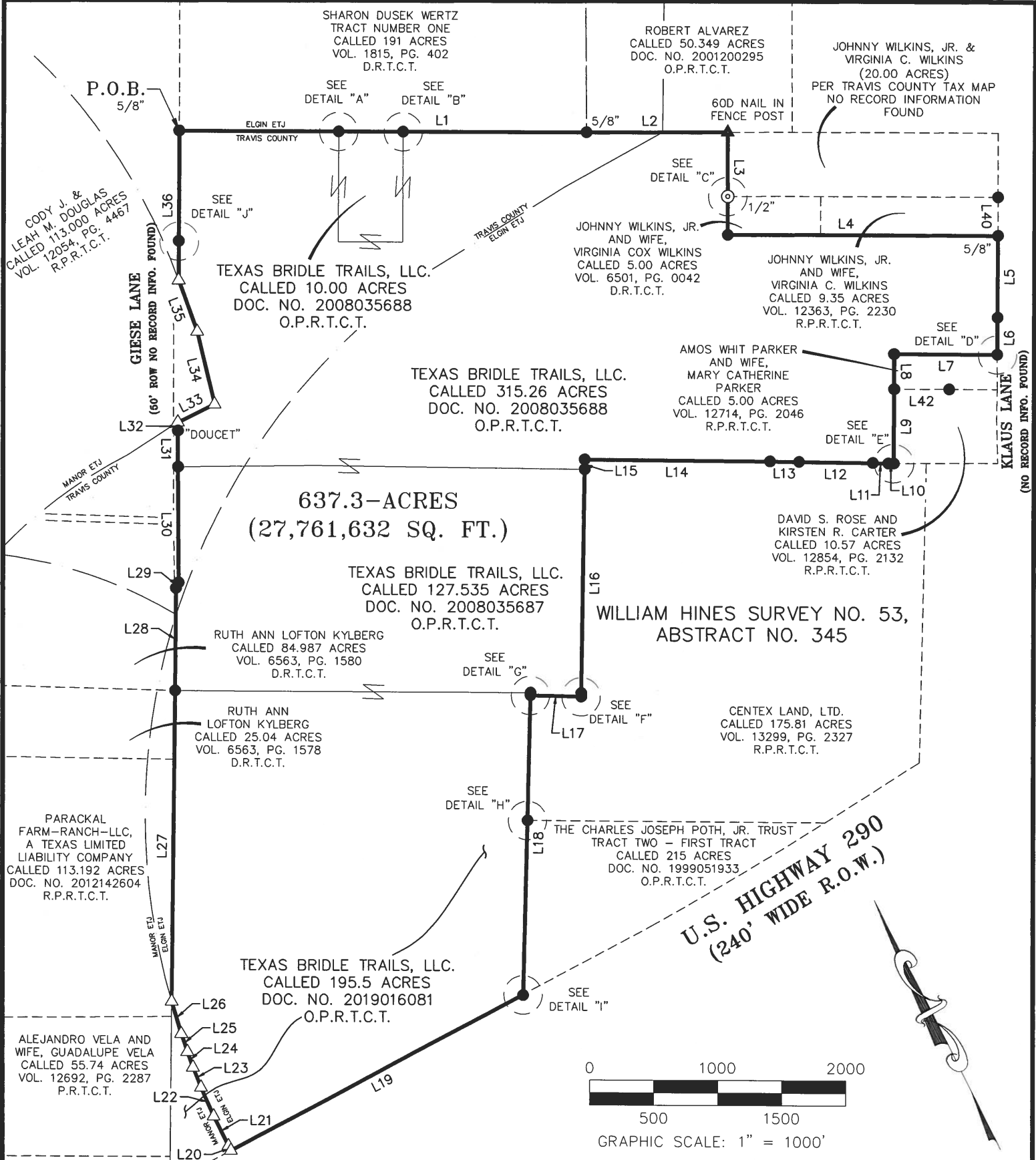


Garrett Cavauiolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavauiolo@DoucetEngineers.com
TBPLS Firm Registration No. 10105800

8/26/19
Date



X:\Departments\Geospatial\Projects\1028-004 Brickston (Heritage Lakes)\CADD\dwg\Working\1028004-COMBINED MUD TRACTS.dwg



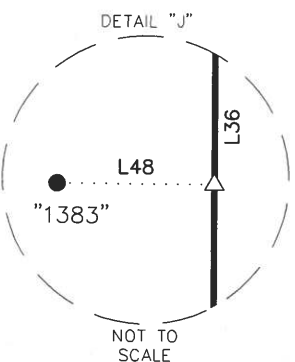
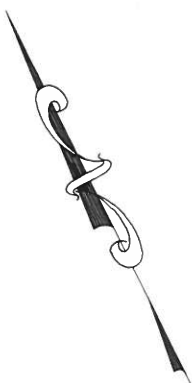
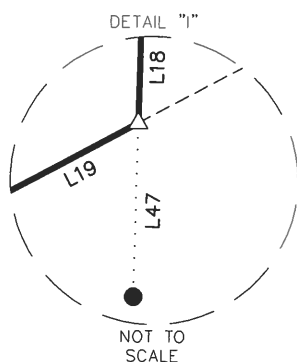
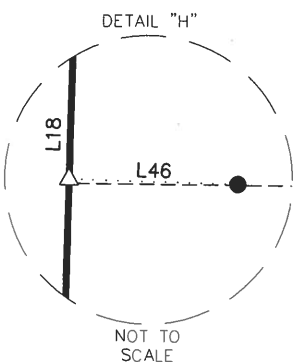
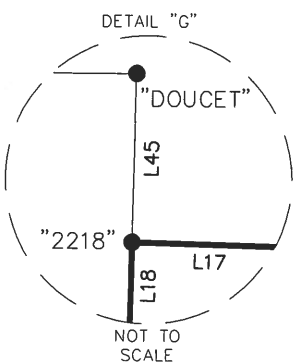
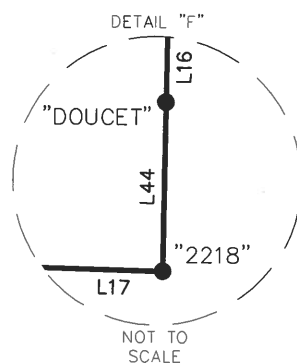
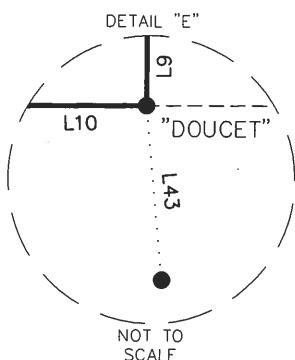
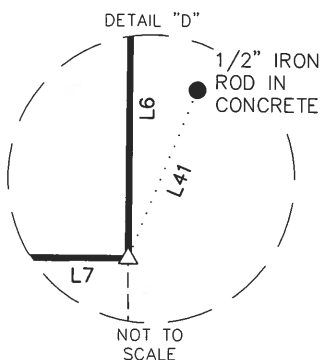
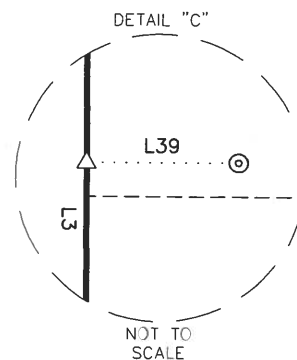
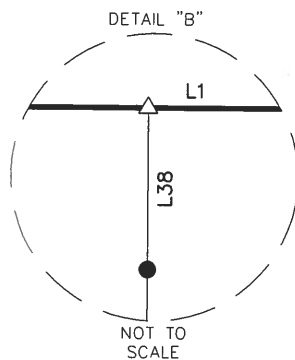
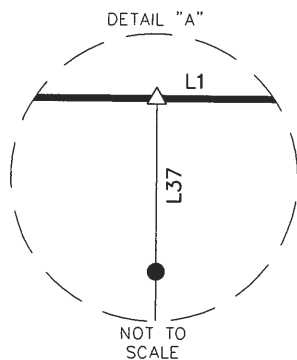
BRICKSTON MUD
637.3-ACRES
[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm Registration Number: 10105800
TBPE Firm Registration Number: 3937

Date:	08/26/2019
Scale:	1" = 1000'
Drawn by:	JWF
Reviewer:	GC
Project:	1028-004
Sheet:	6 of 8
Field Book:	509
Party Chief:	ARM
Survey Date:	10/04/2018

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BRICKSTON MUD
637.3-ACRES

[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
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Drawn by: JWF

Reviewer: GC

Project: 1028-004

Sheet: 7 of 8

Field Book: 509

Party Chief: ARM

Survey Date: 10/04/2018

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°12'50"E	3,177.43'
L2	S63°27'18"E	1,100.64'
L3	S26°38'32"W	800.26'
L4	S63°19'49"E	2,096.15'
L5	S26°53'03"W	637.61'
L6	S26°59'19"W	288.93'
L7	N63°17'52"W	796.46'
L8	S26°37'36"W	273.11'
L9	S27°00'30"W	578.91'
L10	N63°35'05"W	40.92'
L11	N61°50'34"W	120.46'
L12	N62°39'52"W	572.80'
L13	N62°30'47"W	228.37'
L14	N62°48'25"W	1,444.97'
L15	S27°01'00"W	76.28'
L16	S27°32'56"W	1,770.97'
L17	N61°57'33"W	395.36'
L18	S28°06'22"W	2,330.42'
L19	S88°33'31"W	2,586.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N01°38'12"W	40.34'
L21	N00°04'26"W	259.47'
L22	N02°49'37"E	243.70'
L23	N04°34'45"E	167.51'
L24	N07°26'38"E	128.95'
L25	N07°57'36"E	147.04'
L26	N10°15'13"E	262.52'
L27	N27°19'18"E	2,421.89'
L28	N27°08'27"E	797.91'
L29	N51°34'02"E	48.37'
L30	N26°23'41"E	900.56'
L31	N26°26'36"E	281.91'
L32	N26°38'51"E	64.46'
L33	S89°34'15"E	319.53'
L34	N13°12'51"E	581.96'
L35	N06°47'45"E	425.10'
L36	N26°52'34"E	1,166.47'
L37	S26°47'10"W	1.04'
L38	S26°47'10"W	1.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L39	S63°21'28"E	0.30'
L40	N26°45'46"E	300.29'
L41	N48°47'09"E	0.48'
L42	S63°15'08"E	418.62'
L43	S21°26'43"W	2.99'
L44	S27°32'56"W	28.35'
L45	N27°57'29"E	20.48'
L46	S61°53'38"E	1.41'
L47	S28°06'22"W	4.93'
L48	N63°07'26"W	0.43'

NOTES:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000081815.
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, GARRETT CAVAIUOLO, 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.

Garrett Cavaiuolo 8/26/19
GARRETT CAVAIUOLO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM



LEGEND

	MUD DESCRIPTION LINE
	EXISTING PROPERTY LINE
	CALCULATED POINT
	IRON PIPE FOUND [AS NOTED]
	60D NAIL FOUND
	1/2" IRON ROD FOUND (UNLESS NOTED)
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

BRICKSTON MUD
637.3-ACRES
[27,761,632 SQUARE FEET]

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

DA DOUCET & ASSOCIATES
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Project: 1028-004
Sheet: 8 of 8
Field Book: 509
Party Chief: ARM
Survey Date: 10/04/2018

EXHIBIT "C"
FORM OF DISTRICT JOINDER

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of February 4, 2021, is executed by BRICKSTON MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Wastewater Service Agreement (the "Service Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and TEXAS BRIDLE TRAILS, LLC, a Texas limited liability company, dated effective as of July 22, 2018. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Service Agreement.

In accordance with Section 24 of the Service 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 Service Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Service 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 Service 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 Service 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 Service 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 Bastrop 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.

BRICKSTON MUNICIPAL UTILITY DISTRICT

By: 

Name Printed: Charles Loy

Title: President



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 WITH PATIN CONSTRUCTION LLC. FOR THE COUNTY LINE ROAD WIDENING PHASE I CONSTRUCTION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of the Resolution authorizing the award of a contract to Patin Construction, LLC in the amount of \$6,789,518.20 for the County Line Road Widening Phase I Project.

BACKGROUND: County Line Road is a major transportation route within City that currently provides direct access to the EISD High School, Neidig Elementary, and numerous homes, but will also provide direct access in the future to many new homes currently under construction.

Anticipating the need for significant traffic and safety upgrades to support the projected growth, the Council has included a three-phase project within the City Five-Year Capital Improvement Plan to facilitate the necessary improvements to County Line Road, including expansion of the roadway to four (4) lanes; and the addition of associated pedestrian and drainage improvements.

The City has worked in partnership with the new benefitting developments along County Line Road to secure private funding to offset the new road construction costs. To date, the City has secured agreements with such developments that will provide in excess of \$5M toward the cost of this project.

The City Engineer has completed a bidding process, fully vetted bids received, and has determined *Patin Construction, LLC* in has submitted the lowest and best bid.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented authorizing the award of a contract to Patin Construction, LLC in the amount of \$6,789,518.20 for the County Line Road Widening Phase I Project; and additional direction to staff by Council, if any, regarding same.

ATTACHMENTS: Resolution and City Engineer Recommendation

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH PATIN CONSTRUCTION LLC. FOR THE
COUNTY LINE ROAD WIDENING PHASE I CONSTRUCTION
PROJECT; AND MAKING CERTAIN FINDINGS RELATED
THERETO.**

WHEREAS, County Line Road is a major transportation route within City of Elgin that currently provides direct access to the Elgin ISD High School Campus and numerous homes, but will also provide direct access to many new homes and developments currently under construction, and;

WHEREAS, the Elgin City Council approved the issuance the 2021 and 2021A Certificates of Obligation to provide funding for a wide range of general government and utility system improvement projects, including the County Line Road Widening Phase I Project; and,

WHEREAS, the City Engineer has completed a bidding process, fully vetted bids received, and has determined *Patin Construction, LLC* in has submitted the lowest and best bid.

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 an agreement with Patin Construction, LLC in the total amount of \$6,789,518.20 for the *County Line Road Widening Phase I Project*, a copy of the Bid Award Recommendation from the City Engineer being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

Section 4. Future Budget Amendment. The City Council does hereby acknowledge that this item was neither included nor approved within the *FY21-22 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item.

Section 5. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution.

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. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 21st day of June, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

June 14, 2022

Ms. Theresa McShan, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Thomas Mattis, City Manager

**RE: County Line Road Widening Project Phase I
Roadway and Drainage Project
Bid Award Recommendation**

Dear Ms. McShan:

The bid opening for the above referenced project was held on June 7, 2022. A total of four (4) bids were submitted. The bids ranged from a low of \$6,789,518.20 from Patin Construction, LLC to a high of \$9,888,144.75 from Jordan Foster Construction.

The project consists of approximately 5,000 ft of road widening along County Line Road, and approximately 700 feet of widening along Raymond Johnson between North Avenue C (FM 1100) and County Line Road. The new road will be constructed as a 4-lane divided boulevard and include 5,070 linear feet of storm sewer for drainage improvements. New sidewalk will be included along both sides of County Line Road, as well as improvements to the Elgin High School entrance and parking area.

The low bidder, Patin Construction, LLC, has successfully completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that Patin Construction, LLC completed projects to the satisfaction of the Owners. Patin most recently completed work in Elgin such as Roy Rivers & Lee Dildy Boulevard Phase 1 and Phase 2 projects in the Business Park.

The bid amounts were higher than the budgeted amount due to recent inflationary pressures on the market. However, it is recommended that Patin Construction, LLC be awarded a contract for the total bid amount of \$6,789,518.20. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry". The signature is fluid and cursive, with a long horizontal stroke at the end.

K. Beau Perry, PE
Regional Vice President – DMS

Attachment: Bid Tabulation, Contractor Reference Checks

CITY OF ELGIN
County Line Road Widening Phase I
Roadway and Drainage Project
Bid Tabulation
June 7, 2021 - 11:00 AM

				Patin Construction, LLC. 3800 W. 2nd Street Taylor, Texas 76574		Chasco Constructors PO Box 1057 Round Rock, Texas 78680		MA Smith Contracting, Co., Inc. 15308 Ginger Street Austin, Texas 78728		Jordan Foster Construction 15603 N. IH 35 Pflugerville, Texas 78660	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Performance/Payment Bonds	1	L.S.	\$87,000.00	\$87,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00
P.2	Mobilization/Demobilization	1	L.S.	\$50,000.00	\$50,000.00	\$759,442.00	\$759,442.00	\$300,000.00	\$300,000.00	\$815,000.00	\$815,000.00
P.3	Remove/Dispose Asphalt Pavement	12,273	S.Y.	\$3.00	\$36,819.00	\$10.00	\$122,730.00	\$6.25	\$76,706.25	\$7.75	\$95,115.75
P.4	Remove/Dispose Concrete Sidewalk	1,536	S.Y.	\$10.00	\$15,360.00	\$25.00	\$38,400.00	\$34.00	\$52,224.00	\$17.00	\$26,112.00
P.5	Remove/Dispose Asphalt Driveway	782	S.Y.	\$3.00	\$2,346.00	\$14.00	\$10,948.00	\$14.00	\$10,948.00	\$25.00	\$19,550.00
P.6	Remove/Dispose Concret Driveway	1,531	S.Y.	\$10.00	\$15,310.00	\$30.00	\$45,930.00	\$37.00	\$56,647.00	\$22.00	\$33,682.00
P.7	Remove/Dispose Gravel Driveway	244	S.Y.	\$10.00	\$2,440.00	\$10.00	\$2,440.00	\$10.00	\$2,440.00	\$17.00	\$4,148.00
P.8	Remove/Dispose Concrete Curb	364	S.Y.	\$5.00	\$1,820.00	\$14.00	\$5,096.00	\$10.00	\$3,640.00	\$11.00	\$4,004.00
P.9	Remove/Dispose Crushed Rock	86	S.Y.	\$10.00	\$860.00	\$30.00	\$2,580.00	\$30.00	\$2,580.00	\$48.00	\$4,128.00
P.10	Remove/Dispose Landscaping	109	S.Y.	\$10.00	\$1,090.00	\$10.00	\$1,090.00	\$25.00	\$2,725.00	\$1,200.00	\$130,800.00
P.11	Remove/Dispose Trees	31	EA.	\$250.00	\$7,750.00	\$500.00	\$15,500.00	\$800.00	\$24,800.00	\$8,125.00	\$251,875.00
P.12	Remove/Dispose Fencing	1,348	L.F.	\$5.00	\$6,740.00	\$3.00	\$4,044.00	\$12.00	\$16,176.00	\$4.00	\$5,392.00
P.13	Remove/Dispose Gate	1	EA.	\$500.00	\$500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
P.14	Remove/Dispose Storm Drain Pipes	722	L.F.	\$25.00	\$18,050.00	\$35.00	\$25,270.00	\$37.00	\$26,714.00	\$26.00	\$18,772.00
P.15	Remove/Dispose Grate Inlet	1	EA.	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$700.00	\$700.00	\$1,450.00	\$1,450.00
P.16	Remove/Dispose Curb Inlet	3	EA.	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00
P.17	Remove/Dispose Safety-End-Treatment	8	EA.	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$800.00	\$6,400.00	\$350.00	\$2,800.00
P.18	Remove/Dispose Headwall	6	EA.	\$1,500.00	\$9,000.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00	\$6,100.00	\$36,600.00
P.19	Remove/Dispose Manhole Concrete Encasement	3	S.Y.	\$150.00	\$450.00	\$250.00	\$750.00	\$1,500.00	\$4,500.00	\$4,800.00	\$14,400.00
P.20	Remove/Dispose Signs	8	EA.	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$250.00	\$2,000.00	\$46.00	\$368.00
P.21	Relocate Signs	42	EA.	\$200.00	\$8,400.00	\$400.00	\$16,800.00	\$340.00	\$14,280.00	\$400.00	\$16,800.00
P.22	Relocate Light Poles	3	EA.	\$2,500.00	\$7,500.00	\$8,000.00	\$24,000.00	\$6,800.00	\$20,400.00	\$6,500.00	\$19,500.00
P.23	Relocate Fence/Columns	71	L.F.	\$150.00	\$10,650.00	\$500.00	\$35,500.00	\$600.00	\$42,600.00	\$600.00	\$42,600.00
P.24	Relocate Fire Hydrant	6	EA.	\$1,500.00	\$9,000.00	\$7,500.00	\$45,000.00	\$4,400.00	\$26,400.00	\$5,000.00	\$30,000.00
P.25	Relocate Cleanouts	2	EA.	\$500.00	\$1,000.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
P.26	Relocate Mailboxes	4	EA.	\$250.00	\$1,000.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00	\$450.00	\$1,800.00
P.27	Relocate Water Valves	9	EA.	\$500.00	\$4,500.00	\$3,800.00	\$34,200.00	\$2,500.00	\$22,500.00	\$4,500.00	\$40,500.00
P.28	Relocate Water Meters	5	EA.	\$500.00	\$2,500.00	\$3,400.00	\$17,000.00	\$2,200.00	\$11,000.00	\$2,500.00	\$12,500.00
P.29	Adjust Landscape Areas	35	S.Y.	\$100.00	\$3,500.00	\$500.00	\$17,500.00	\$90.00	\$3,150.00	\$90.00	\$3,150.00
P.30	Adjust Wastewater Manhole Tops	8	EA.	\$500.00	\$4,000.00	\$3,200.00	\$25,600.00	\$3,700.00	\$29,600.00	\$2,500.00	\$20,000.00
P.31	Adjust Water Valve Tops	13	EA.	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$1,000.00	\$13,000.00	\$1,200.00	\$15,600.00
P.32	3.5" Type D HMAC	32,258	S.Y.	\$30.00	\$967,740.00	\$25.00	\$806,450.00	\$27.50	\$887,095.00	\$28.00	\$903,224.00
P.33	Concrete Driveways	591	S.Y.	\$100.00	\$59,100.00	\$165.00	\$97,515.00	\$96.00	\$56,736.00	\$140.00	\$82,740.00
P.34	9" Concrete Pavement	342	S.Y.	\$100.00	\$34,200.00	\$155.00	\$53,010.00	\$204.00	\$69,768.00	\$150.00	\$51,300.00
P.35	12" Compacted Subgrade	43,943	S.Y.	\$15.00	\$659,145.00	\$16.00	\$703,088.00	\$25.00	\$1,098,575.00	\$17.00	\$747,031.00
P.36	18" Crushed Limestone Flexible Base	42,641	S.Y.	\$31.00	\$1,321,871.00	\$29.00	\$1,236,589.00	\$39.00	\$1,662,999.00	\$38.00	\$1,620,358.00
P.37	8" Crushed Limestone Flexible Base	1,302	S.Y.	\$20.00	\$26,040.00	\$12.50	\$16,275.00	\$21.00	\$27,342.00	\$17.00	\$22,134.00

CITY OF ELGIN
County Line Road Widening Phase I
Roadway and Drainage Project
Bid Tabulation
June 7, 2021 - 11:00 AM

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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.38	Geogrid (Tensar TX-5 TriAx)	43,943	S.Y.	\$4.00	\$175,772.00	\$5.00	\$219,715.00	\$3.85	\$169,180.55	\$4.00	\$175,772.00
P.39	5" Concrete Sidewalk	5,476	S.Y.	\$70.00	\$383,320.00	\$96.00	\$525,696.00	\$67.00	\$366,892.00	\$90.00	\$492,840.00
P.40	6" Concrete Curb (steel reinforcing)	117	L.F.	\$15.00	\$1,755.00	\$32.00	\$3,744.00	\$37.00	\$4,329.00	\$21.00	\$2,457.00
P.41	6" Concrete Curb and Gutter (Catch)	8,755	L.F.	\$15.00	\$131,325.00	\$30.00	\$262,650.00	\$18.00	\$157,590.00	\$32.00	\$280,160.00
P.42	6" Concrete curb and gutter (Spill)	7,459	L.F.	\$15.00	\$111,885.00	\$30.00	\$223,770.00	\$18.00	\$134,262.00	\$32.00	\$238,688.00
P.43	Perpendicular Curb Ramps	1	EA.	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00
P.44	Parallel Curb Ramps	17	EA.	\$2,000.00	\$34,000.00	\$1,250.00	\$21,250.00	\$2,200.00	\$37,400.00	\$2,350.00	\$39,950.00
P.45	Directional Curb Ramps	18	EA.	\$2,000.00	\$36,000.00	\$1,250.00	\$22,500.00	\$2,200.00	\$39,600.00	\$2,350.00	\$42,300.00
P.46	Combination Island Ramp	4	EA.	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$3,100.00	\$12,400.00	\$4,000.00	\$16,000.00
P.47	Transition Ramps	1	EA.	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00	\$2,750.00	\$2,750.00
P.48	18" Storm Sewer	892	L.F.	\$85.00	\$75,820.00	\$135.00	\$120,420.00	\$110.00	\$98,120.00	\$235.00	\$209,620.00
P.49	24" Storm Sewer	1,548	L.F.	\$100.00	\$154,800.00	\$238.00	\$368,424.00	\$154.00	\$238,392.00	\$215.00	\$332,820.00
P.50	30" Storm Sewer	1,050	L.F.	\$150.00	\$157,500.00	\$240.00	\$252,000.00	\$192.00	\$201,600.00	\$235.00	\$246,750.00
P.51	36" Storm Sewer	721	L.F.	\$200.00	\$144,200.00	\$260.00	\$187,460.00	\$249.00	\$179,529.00	\$285.00	\$205,485.00
P.52	42" Storm Sewer	855	L.F.	\$225.00	\$192,375.00	\$290.00	\$247,950.00	\$313.00	\$267,615.00	\$335.00	\$286,425.00
P.53	4'x2' Storm Sewer	111	L.F.	\$650.00	\$72,150.00	\$350.00	\$38,850.00	\$507.00	\$56,277.00	\$500.00	\$55,500.00
P.54	6'x2' Storm Sewer	196	L.F.	\$750.00	\$147,000.00	\$560.00	\$109,760.00	\$677.00	\$132,692.00	\$750.00	\$147,000.00
P.55	6'x2' Plug	1	EA.	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$6,200.00	\$6,200.00	\$2,500.00	\$2,500.00
P.56	5' Concrete Manhole	1	EA.	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$5,800.00	\$5,800.00	\$14,000.00	\$14,000.00
P.57	4'x4' Concrete Junction Box	7	EA.	\$5,500.00	\$38,500.00	\$6,800.00	\$47,600.00	\$6,000.00	\$42,000.00	\$7,500.00	\$52,500.00
P.58	5'x5' Concrete Junction Box	8	EA.	\$6,500.00	\$52,000.00	\$7,800.00	\$62,400.00	\$6,900.00	\$55,200.00	\$12,000.00	\$96,000.00
P.59	10'x10' Concrete Junction Box	2	EA.	\$20,000.00	\$40,000.00	\$42,000.00	\$84,000.00	\$46,000.00	\$92,000.00	\$30,000.00	\$60,000.00
P.60	12'x12' Concrete Junction Box	2	EA.	\$22,000.00	\$44,000.00	\$52,000.00	\$104,000.00	\$57,500.00	\$115,000.00	\$40,000.00	\$80,000.00
P.61	12'x5' Concrete Junction Box Connection	1	EA.	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00	\$6,200.00	\$6,200.00	\$7,000.00	\$7,000.00
P.62	12'x5' Concrete Junction Box Top (with lid)	1	EA.	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$33,000.00	\$33,000.00
P.63	10' Concrete Curb Inlet	26	EA.	\$6,000.00	\$156,000.00	\$9,500.00	\$247,000.00	\$7,000.00	\$182,000.00	\$7,000.00	\$182,000.00
P.64	15' Concrete Curb Inlet	2	EA.	\$10,000.00	\$20,000.00	\$22,000.00	\$44,000.00	\$20,500.00	\$41,000.00	\$7,500.00	\$15,000.00
P.65	4'x4' Grate Inlet	2	EA.	\$7,500.00	\$15,000.00	\$11,000.00	\$22,000.00	\$5,400.00	\$10,800.00	\$8,500.00	\$17,000.00
P.66	12'x5' Grate Inlet	1	EA.	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$21,000.00	\$21,000.00
P.67	6'x6' Grate Inlet	1	EA.	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$16,100.00	\$16,100.00	\$15,000.00	\$15,000.00
P.68	Modified TxDOT Headwall	1	EA.	\$175,000.00	\$175,000.00	\$67,000.00	\$67,000.00	\$90,000.00	\$90,000.00	\$75,000.00	\$75,000.00
P.69	24" Safety-End-Treatment	1	EA.	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
P.70	Adjust existing Utilities	9	EA.	\$250.00	\$2,250.00	\$20,000.00	\$180,000.00	\$10,000.00	\$90,000.00	\$10,000.00	\$90,000.00
P.71	4" White Solid Pavement Markings	321	L.F.	\$1.50	\$481.50	\$1.50	\$481.50	\$4.70	\$1,508.70	\$1.75	\$561.75
P.72	4" White Dashed Pavement Markings	1,736	L.F.	\$1.50	\$2,604.00	\$1.50	\$2,604.00	\$2.75	\$4,774.00	\$1.75	\$3,038.00
P.73	4" Yellow Solid Pavement Markings	578	L.F.	\$1.50	\$867.00	\$1.50	\$867.00	\$2.75	\$1,589.50	\$1.75	\$1,011.50
P.74	8" White Solid Pavement Markings	2,245	L.F.	\$2.70	\$6,061.50	\$3.00	\$6,735.00	\$3.00	\$6,735.00	\$3.15	\$7,071.75
P.75	12" White Solid Pavement Markings	1,927	L.F.	\$3.60	\$6,937.20	\$3.50	\$6,744.50	\$6.00	\$11,562.00	\$4.00	\$7,708.00

CITY OF ELGIN
County Line Road Widening Phase I
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				Patin Construction, LLC. 3800 W. 2nd Street Taylor, Texas 76574		Chasco Constructors PO Box 1057 Round Rock, Texas 78680		MA Smith Contracting, Co., Inc. 15308 Ginger Street Austin, Texas 78728		Jordan Foster Construction 15603 N. IH 35 Pflugerville, Texas 78660	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.76	24" White Solid Pavement Markings	451	L.F.	\$8.00	\$3,608.00	\$7.00	\$3,157.00	\$17.00	\$7,667.00	\$9.00	\$4,059.00
P.77	White Arrow Pavement Markings	35	EA.	\$300.00	\$10,500.00	\$280.00	\$9,800.00	\$97.00	\$3,395.00	\$350.00	\$12,250.00
P.78	Blue Pavement Markings	4	EA.	\$14.00	\$56.00	\$12.00	\$48.00	\$67.00	\$268.00	\$16.00	\$64.00
P.79	Stop Signs	3	EA.	\$400.00	\$1,200.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$450.00	\$1,350.00
P.80	All-Way Stop Signs	8	EA.	\$400.00	\$3,200.00	\$350.00	\$2,800.00	\$400.00	\$3,200.00	\$450.00	\$3,600.00
P.81	Divided Highway Begins Sign	1	EA.	\$350.00	\$350.00	\$325.00	\$325.00	\$360.00	\$360.00	\$400.00	\$400.00
P.82	Divided Highway Ends Signs	3	EA.	\$350.00	\$1,050.00	\$325.00	\$975.00	\$360.00	\$1,080.00	\$400.00	\$1,200.00
P.83	Right Turn Only Sign	1	EA.	\$350.00	\$350.00	\$300.00	\$300.00	\$335.00	\$335.00	\$375.00	\$375.00
P.84	Left Turn Only Signs	7	EA.	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$335.00	\$2,345.00	\$375.00	\$2,625.00
P.85	Lane Ends Merge Left Signs	2	EA.	\$400.00	\$800.00	\$350.00	\$700.00	\$385.00	\$770.00	\$450.00	\$900.00
P.86	No Left Sign	1	EA.	\$350.00	\$350.00	\$300.00	\$300.00	\$335.00	\$335.00	\$375.00	\$375.00
P.87	Revised Parking Sign	1	EA.	\$350.00	\$350.00	\$300.00	\$300.00	\$325.00	\$325.00	\$350.00	\$350.00
P.88	Yield to Pedestrian Sign	1	EA.	\$350.00	\$350.00	\$300.00	\$300.00	\$350.00	\$350.00	\$375.00	\$375.00
P.89	Silt Fence	9,500	L.F.	\$3.50	\$33,250.00	\$4.00	\$38,000.00	\$3.00	\$28,500.00	\$3.00	\$28,500.00
P.90	Curb Inlet Protection	290	L.F.	\$5.00	\$1,450.00	\$15.00	\$4,350.00	\$5.00	\$1,450.00	\$15.00	\$4,350.00
P.91	Landscaping	1	L.S.	\$92,000.00	\$92,000.00	\$65,000.00	\$65,000.00	\$185,000.00	\$185,000.00	\$110,000.00	\$110,000.00
P.92	Hydromulch	12,500	S.Y.	\$1.00	\$12,500.00	\$1.00	\$12,500.00	\$4.50	\$56,250.00	\$4.00	\$50,000.00
P.93	Rock Berm	37	L.F.	\$60.00	\$2,220.00	\$30.00	\$1,110.00	\$62.00	\$2,294.00	\$60.00	\$2,220.00
P.94	Rock Riprap	171	S.Y.	\$50.00	\$8,550.00	\$185.00	\$31,635.00	\$240.00	\$41,040.00	\$110.00	\$18,810.00
P.95	Density Tests	125	EA.	\$250.00	\$31,250.00	\$220.00	\$27,500.00	\$725.00	\$90,625.00	\$250.00	\$31,250.00
P.96	Power Pedestals for new Street Light	1	L.S.	\$550,000.00	\$550,000.00	\$500,000.00	\$500,000.00	\$565,000.00	\$565,000.00	\$500,000.00	\$500,000.00
P.97	Future Traffic Light Arms/Poles/Traffic	1	L.S.	\$64,000.00	\$64,000.00	\$57,000.00	\$57,000.00	\$64,000.00	\$64,000.00	\$60,000.00	\$60,000.00
P.98	New Pedestrian Cross Walk Signs	1	L.S.	\$94,000.00	\$94,000.00	\$84,000.00	\$84,000.00	\$93,000.00	\$93,000.00	\$85,000.00	\$85,000.00
P.99	Lighting Pole Demolition	1	L.S.	\$6,200.00	\$6,200.00	\$2,600.00	\$2,600.00	\$6,200.00	\$6,200.00	\$5,700.00	\$5,700.00
P.100	Traffic Control Plan	1	L.S.	\$7,500.00	\$7,500.00	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$185,000.00	\$185,000.00
P.101	SWPPP	1	L.S.	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$17,000.00	\$17,000.00
	TOTAL BID PROPOSAL				\$6,789,518.20		\$8,864,468.00		\$8,983,182.00		\$9,888,144.75

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Widening Phase 1 – City of Elgin

CONTRACTOR: Patin Construction, LLC

CONTACT INFO: (512)-269-1071

AREA(S) OF WORK: ☐ UTILITIES

☐ CONCRETE

☒ ROADWAY & TRANSPORTATION

☒ GENERAL CONSTRUCTION

☐ OTHER: _____

REFERENCE: Joel Weaver, Project Manager

CONTACT INFO: (512)-931-7698

Joel.weaver@georgetown.com

DATE OF INTERVIEW: June 8, 2022

1. Project Time:

- a. Was the construction started and completed on time?
 - They have never been bad on time, staff projects really well. All projects started and completed on time.
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
 - No, Most of their projects are completed by the substantial completion time.

- c. Were there any significant delays or work stoppages?
 - a. None, however, no work with the City of Georgetown since COVID.
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
 - None
- e. Other?
 - N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
 - None
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
 - None, they do it differently than other areas. If not, they don't pay for it.
- c. Did the contractor pay his sub-contractors timely?
 - Yes, as far as it is known. They require every pay estimate to require an affidavit for all bills paid, if not we don't choose them.
- d. Were there any liens placed on the project from vendors or sub-contractors?
 - No
- e. Other?
 - N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).
- Yes, they have done widening projects.

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
 - None.

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?
 - Yes, they did.
- b. Were there any significant issues with the contractor's employees dealing with the public?
 - None
- c. Were there many complaints from the residents regarding the contractor?
 - None,
- d. Did the contractor cleanup his work site sufficiently?
 - Yes.
- e. Was there excessive personnel turnover for the contractor's field workers?
 - None,
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
 - None

6. General:

- a. How much of the work was self-performed versus subcontracted out?
 - On my projects, 95% at least sub performed. Hire people to fix a signal line. Stripping crews.
- b. Did the contractor do the utilities or subcontract them out?
 - They do all their utilities.
- c. Did the contractor do the roadway work or subcontract it out?
 - They do all the roadwork.

7. Would you hire this contractor again?

- a. If I could give them work and not bid it, I would do it every time.
- b. Short answer, yes definitely.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Widening Phase I

CONTRACTOR Patin Construction, LLC.

CONTACT INFO: (512)-

AREA(S) OF WORK: X UTILITIES

_____ CONCRETE

X ROADWAY & TRANSPORTATION

X GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: KB Home Lone Star Inc.

CONTACT INFO: Laurie Lara (512) 651-8064

DATE OF INTERVIEW: 6/8/2022

1. Project Time:

a. Was the construction started and completed on time?

Yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No, contractor completed work faster than anticipated

c. Were there any significant delays or work stoppages?

No, finished project in 176 calendar days *very happy about this*

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No, they had the right to, but they didn't.

- e. Other?

N/A

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No, anything that changed was at cost. Always tried to find the best deal. Worked hard to save company money.

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

N/A

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, they had a couple of development and roadway projects with Patin Construction.

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes, very well.

- b. Were there any significant issues with the contractor's employees dealing with the public?
No
- c. Were there many complaints from the residents regarding the contractor?
No
- d. Did the contractor cleanup his work site sufficiently?
Yes, very good job at finishing the job. Very clean.
- e. Was there excessive personnel turnover for the contractor's field workers?
No
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
No, PM spoke perfect English and ensured everything was done correctly.

6. General:

- a. How much of the work was self performed versus sub contracted out?
Does all of their own work.
- b. Did the contractor do the utilities or sub contract them out?
They did them.
- c. Did the contractor do the roadway work or sub contract it out?
They did them

7. Would you hire this contractor again?

Yes, on every job if they could.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Widening Phase 1 – City of Elgin

CONTRACTOR: Patin Construction, LLC

CONTACT INFO: (512)-269-1071

AREA(S) OF WORK: __X__ UTILITIES

__X__ CONCRETE

__X__ ROADWAY & TRANSPORTATION

__X__ GENERAL CONSTRUCTION

__ OTHER: _____

REFERENCE: Sunfield Development, LLC

CONTACT INFO: Scot Whitmer, (214) 578 3103

DATE OF INTERVIEW: June 8, 2022

1. Project Time:

- a. Was the construction started and completed on time?
 - Yes, construction was started and completed on time
- b. Did the contractor reach substantial completion on time, but took an extended period to reach final completion?
 - Yes, all work reached substantial completion on time, but did not take an extended period of time to reach final competition.

- c. Were there any significant delays or work stoppages?
 - a. Absolutely, just weather related. Materials related. Nothing out of the ordinary
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
 - No
- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
 - o No
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
 - None
- c. Did the contractor pay his sub-contractors timely?
 - Yes
- d. Were there any liens placed on the project from vendors or sub-contractors?
 - None
- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

- Yes, the project that was completed was similar in nature. Their project included roadway expansion, utilities, paving.

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
 - None

5. General Problems/Issues:

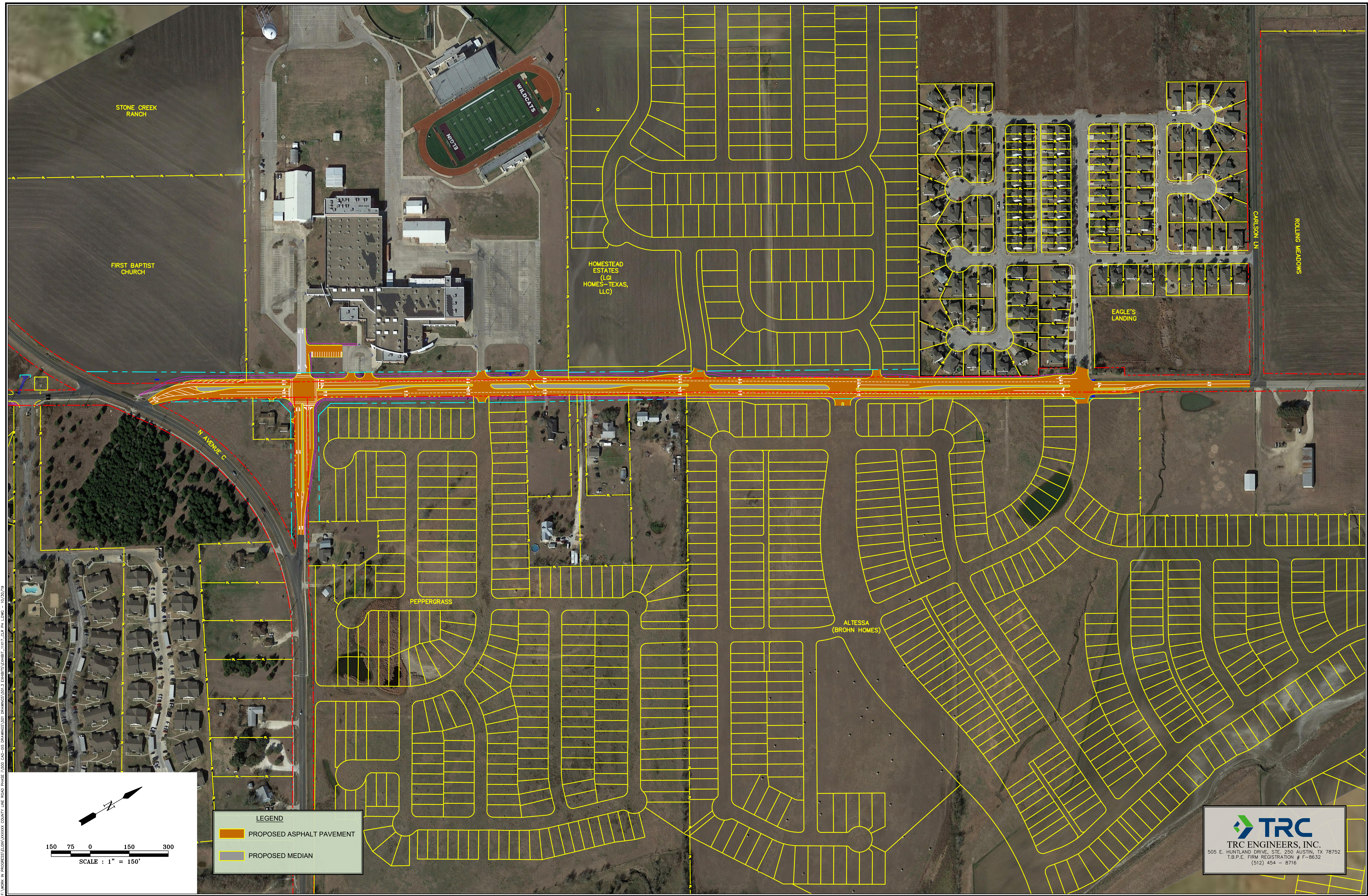
- a. Did the contractor work well with the City/Engineer staffs?
 - Worked well with our company. Worked well with Mud District.
- b. Were there any significant issues with the contractor's employees dealing with the public?
 - None
- c. Were there many complaints from the residents regarding the contractor?
 - None
- d. Did the contractor cleanup his work site sufficiently?
 - Yes. exceptionally
- e. Was there excessive personnel turnover for the contractor's field workers?
 - None.
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
 - None

6. General:

- a. How much of the work was self performed versus sub contracted out?
 - Most of their internal work. Some work subcontracted out.
- b. Did the contractor do the utilities or sub contract them out?
 - c. They do wet utilities, dry utilities done by a subcontractor.
- d. Did the contractor do the roadway work or sub contract it out?
 - Yes, all work done by them selves some

7. Would you hire this contractor again?

- a. Yes, absolutely. Currently trying to get them for another project.





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution by the City Council approving a Real Estate Contract between the City of Elgin Economic Development Corporation and Cullen Texas Health and authorizing the Mayor to approve the Contract

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the resolution for the Real Estate Contract

BACKGROUND: The Economic Development Corporation is selling approximately 5.72 acres to Cullen Texas Health to construct a 10,000 sq. ft CBD facility. The facility will employ approximately 35 full time employees and is expected to have up to 85 employees when operating at full capacity. The price of the land is \$940,000. Cullen Health will invest approximately \$2 million. The sale is contingent upon Cullen Health receiving State Permits to run the facility.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

- { } 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.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE
ELGIN ECONOMIC DEVELOPMENT CORPORATION AND CULLEN TEXAS
HEALTH AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT**

WHEREAS, the City of Elgin, Texas (the “City”) desires to grant certain incentives to Cullen Texas Health (the “Developer”) for the primary purpose of constructing an approximate \$2 million 10,000 square feet new CBD manufacturing and distribution space. The Developer will hire approximately 35 new full time employees and is expected to have up to 85 employees when operating at full capacity. The Developer will locate on approximately 5.72 acres within the City of Elgin, Texas; and

WHEREAS, the City has found and determined that the Real Estate Contract will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City’s economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the Developer has project costs including new construction costs that will be beneficial to the City, and

WHEREAS, the land will be purchases for Nine Hundred Forty Thousand Dollars (\$940,000) for 5.72 Acres;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the Agreement between the City of Elgin Economic Development Corporation and Cullen Texas Health.
3. That the Mayor is authorized to approve the Real Estate Contract between the City of Elgin Economic Development Corporation and Cullen Texas Health.

Adopted on this 21st day of June, 2022.

CITY OF ELGIN, TEXAS

THERESA Y. MCSHAN,
Mayor

ATTEST:

JENNIFER STUBBS,
City Secretary

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by the ELGIN ECONOMIC DEVELOPMENT CORPORATION (referred to in this Contract as "Seller") and Cullen Texas Health (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain five-acre tract of land in Bastrop County, Texas, located at Elgin Business Park III, LOT 14, 5.72 ACRES in Elgin, Bastrop County and attached as hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, shall be a total of Nine Hundred Forty Thousand Dollars (\$940,000).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or cashier's check at the Closing.

Special Provisions

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct a building which will be a minimum of Ten Thousand (10,000) Square Feet with the ability to expand on the Property. The Purchaser also agrees to use its best efforts to hire thirty-five (35) full-time

employees at a rate consistent with market industry standards within the first eighteen months of taking occupancy of the building and manufacturing the products subject to market conditions.

Building design must be approved by the Elgin Business Park III Design Review Committee prior to construction and any building constructed will have at least fifty percent (50%) masonry on the front and side facades.

Construction of the proposed building must begin within nine (9) months of Closing, and the building must be completed within eighteen (18) months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building. Any future development on the site must be approved by the Elgin Economic Development Corporation (EEDC). The EEDC may approve or deny any future development/construction/type of use proposed for the site, per EDC Development Standards as adopted in 2019. Any future development in addition to the original proposed building must begin within (6) six months of approval from the EEDC and must be completed within (18) eighteen months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building.

2.04 In the event Purchaser fails to substantially complete the building within twenty-four (24) months of the effective date of the Contract, the Seller will have the option to reimburse the Purchaser the purchase price of the property and take ownership of the property. Purchaser specifically agrees to execute any and all documents needed to effectuate the re-conveyance. The EDC will retain a lien on the Property until a Certificate of Occupancy is issued by the City, which will not be unreasonably withheld. Said lien will be released at that time. If the improvements to the property are seventy percent (70%) complete, following the eighteen (18) month time of construction, the Seller will grant the Purchaser six (6) additional months to complete the improvements. If the improvements are not completed after the six -month extension the Seller will have the option to reimburse the Purchaser, the Purchase Price of the property plus eighty percent (80%) of the construction costs incurred to date. It is Purchaser's obligation to present to the city all invoices which are directly related to the actual construction of the building. The City, in its sole discretion, shall determine the validity of each invoice. Seller will take ownership of the property and all improvements. after payment of purchase price and construction costs. Improvements are complete when a certificate of occupancy is filed by purchaser and received by the City of Elgin Development Services Department. These provisions shall survive closing.

ARTICLE III INSPECTION PERIOD

3.01 Purchaser agrees to deposit \$50,000 earnest money, as a guarantee the terms and conditions of this agreement shall be fulfilled. Seller will give purchaser One Hundred Fifty (150) day refundable feasibility period with the option to extend Sixty (60) days. If Purchaser fails to obtain approval from the State of Texas for the license to manufacture and distribute consumable hemp products contingent to the purchase of the land during the Two Hundred Ten (210) days allotted there will be a nonrefundable deposit of Ten Thousand Dollars (\$10,000) forfeited to the Seller from the earnest money.

3.02 Seller will provide to Purchaser any reports or information regarding geotechnical investigations, environmental assessments, surveys, or other information relevant to the Purchaser's due diligence.

3.03 If Purchaser is dissatisfied with the condition of the Property, or with the results of any tests, studies, or assessments, or with matters disclosed on the title commitment or survey, then Purchaser may terminate this contract by giving Seller written notice not later than 5:00 p.m., CST time, on the last day of the Inspection Period. In the event that the Purchaser terminates the contract as provided herein, then Purchaser and Seller shall have no other or further obligation or liability to each other.

ARTICLE IV PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

4.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions.

Miscellaneous Conditions

4.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

5.01. The EDC will be responsible for extending Roy Rivers Road and Innovation Way, if required, to provide Purchaser access to the Property. This extension may be a temporary road that is capable of handling construction trucks and equipment. The EDC shall deliver adequate domestic water and sanitary sewer to the site. The road/temporary road and the utility extensions shall be delivered to the site within a mutually agreeable timeframe following the closing of the Property, which timeframe will include an adequate time for the EDC to design and construct new infrastructure including Five (5) lanes on Innovation Way. The parties shall agree upon a required completion date for these extensions.

5.02. EDC shall, at its sole cost and expense, develop an Offsite Regional Storm Water Detention Facility and Water Quality Pond (the "Detention Facility") for the non-exclusive use by the Company. EDC and the Company shall enter into an "Offsite Regional Storm Water Detention Facility Use Agreement" (the "Detention Facility Agreement") for use of the Detention Facility, on

mutually acceptable terms. The Detention Facility Agreement shall include an easement from the Land to the Detention Facility. The Easement on Purchasers property, Lot 14, shall be maintained by the property owner. Company shall be allowed to flow storm water to the Detention Facility via above ground drainage. In the event that the Detention Facility will not be constructed within a time frame needed for the Project, EDC will work with the City Engineer to allow sheet drainage off of the Land in a manner approved by the Company

5.03. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE VI

CLOSING

Closing Date

6.01. The Closing shall be held at the office of Capital Title of Texas, _____, Texas on or before 30 Days from Expiration with option for 15 day extension _____, _____, 2022 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

6.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Seller's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

6.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

6.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

6.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Seller.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Seller.
- (3) Seller will pay six percent (6%) of the sales price in realtor commissions, three percent (3%) to CBRE representing the seller and three percent (3%) to the cooperating broker representing the buyer.
- (4) All other closing costs shall be paid equally between Buyer and Seller.
- (5) Attorney's fees paid by each respectively.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, Thousand Dollars (\$10,000) from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is executed below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:
ELGIN ECONOMIC DEVELOPMENT CORP.

By: _____
Owen Rock

Date: _____

PURCHASER: Cullen Texas Health

By: _____
Sam Arnold

Date: _____