



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 2, 2023
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_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. Public Hearing On A Resolution Of The City Of Elgin, Texas Approving A Strategic Partnership Agreement With Primavista Land Company, LLC And The City.

Documents:

NEW PUBLIC HEARING COUNCIL COVERSHEET 1.PDF
SPA GRAHAM_REVISD 20230131_CLEAN WITH EXHIBITS.PDF

VI. PUBLIC COMMENT

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

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

does not require a "PUBLIC COMMENT FORM".

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

VII. CITY MANAGERS REPORT

1. Review And Discussion Of FY2023-24 Annual Budget And 2023 Five-Year Capital Plan Adoption Calendar

Documents:

[EXSUMMARY - BUDGET CALENDAR.PDF](#)
[MEMBUDGCAL2023 \(002\).PDF](#)

2. Report On City Of Elgin Debris Collection And Response To Impacts Of Winter Storm Mara

Documents:

[EXSUMMARY - MARA REPORT FINAL.PDF](#)

3. 2nd Quarterly Investment Report

Documents:

[QUARTERLY INVESTMENT REPORT.PDF](#)
[FY22-23 2ND QTR INVESTMENT REPORT.PDF](#)

4. 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 - April 4, 2023

Documents:

[EX SUMMARY- APRIL 4, 2023 REGULAR MEETING MINUTES.PDF](#)
[4-04-2023 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

EXSUMMARY - AUTH EPD FGMA.PDF
EPD.PDF
INVOICE 11 - CITY OF ELGIN NEW POLICE STATION.PDF

IX. NEW BUSINESS

- 1. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF ELGIN TEXAS, THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND GRBK EDGEWOOD, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

Documents:

EXECUTIVE SUMMARY FOR COUNCIL.PDF
RESOLUTION FOR TRINITY RANCH SIGNAGE LICENSE AGREEMENT.PDF
ELGIN ROW LICENSE AGREEMENT - TRINITY RANCH GRBK AND CCS -
FOR COUNCIL APPROVAL.PDF

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

EX SUMMARY - PRIMEVESTADA523.PDF
RESOPRVESTADA523.PDF
DEVAGRE_PRIMAVESTA 523.PDF

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

EX SUMMARY - PRIMEVESTASTPA523.PDF
RESOPRVESTASTPA523.PDF
PRIMAVESTASPA 523.PDF

- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH BRIGHTLAND HOMES, LTD FOR CONSTRUCTION OF MULTIPLE WATER DISTRIBUTION MAIN LINES IN CREEKS CROSSING AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

EXSUMMARY - CRKSCROSS WATER_COST_SHARING.PDF
RESOCRKSCROSSWWCOSTSHARING523.PDF
CREEKS CROSSING SEC 1 - WATER - 380 COST PARTICIPATION
AGREEMENT - 2023.04.11.PDF

- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH BRIGHTLAND HOMES, LTD FOR CONSTRUCTION OF A WASTEWATER COLLECTION MAIN LINE IN CREEKS CROSSING AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - CRKSCROSS WWATER_COST_SHARING.PDF](#)
[RESOCRKSCROSSWCOSTSHARING523.PDF](#)
[CREEKS CROSSING SEC 1 - SEWER - 380 COST PARTICIPATION AGREEMENT - 2023.04.11.PDF](#)

- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE WATER WELL NO. 17 CONSTRUCTION PROJECT TO HYDRO RESOURCES-MID CONTINENT INC. OF CREEDMOOR, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - 21COS WWELL 17.PDF](#)
[RESAUTH WWELL17_523.PDF](#)
[RECOMMENDATION OF AWARD - WATER WELL NO. 17.PDF](#)

- 7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER WITH CSA CONSTRUCTION FOR THE RELOCATION OF A GENERATOR TO WATER WELL SITE NO. 14 AS PART OF THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - WELL 14 GENERATOR.PDF](#)
[RESAUTH WELL14GENERATOR523.PDF](#)
[CHANGE ORDER NO. 10 - WWTP EXPANSION.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

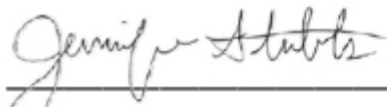
The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; 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

any board, commission and/or committee may attend the meeting or meetings 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, April 28, 2023, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on a Resolution of the City of Elgin, Texas approving a Strategic Partnership Agreement with Primavista Land Company, LLC and the City.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action is proposed or requested at this time; this item is to allow for public comments on the Agreement.

BACKGROUND: State Law requires this type of agreement to have two (2) public hearings, this is the first (1st) of two (2) public hearings. On the May 16th meeting there will be the second public hearing on this item and the consideration of this Agreement and a separate Development Agreement regarding a tract of land for development.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: Agreement with Exhibits for informational purposes only.

☐ 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.

WHEREAS, the City desires, pursuant to its authority under Section 54.234 of the Texas Water Code, to accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with this Agreement, within the Development; and

WHEREAS, subject to the terms and conditions of this Agreement, the Developer is willing to allow the City to annex the Development for the Limited Purpose; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development, the Developer submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to Section 43.0751 of the Texas Local Government Code and the Developer's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the City's annexation of the Development for the Limited Purpose; and

WHEREAS, the District provided notice of two (2) public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two (2) public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the City provided notice of two (2) public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two (2) public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 2023, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides services and benefits for the City and the Developer that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of Development. The Parties agree that the City may annex the Development solely for the Limited Purpose. The Developer acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexation. The Developer, on behalf of itself and all present and future owners of land within the Development, hereby requests that the City annex the Development solely for the Limited Purpose. The Developer consents to such annexation. Such consent shall bind the Developer and each future owner of land within the Development.

Section 2.7 Property Taxes and Developer Liability for Debts of the City. During the term of this Agreement: (i) neither the Developer, nor any owners of taxable property within the Development, are liable for any present or future debts of the City; and (ii) current and future ad valorem and sales and use taxes levied by the City shall not be levied on taxable property or activity within the Development.

Section 2.9 Water, Sewer, and Drainage Services. The Developer will develop the water, wastewater and drainage systems within the Development as is reasonably necessary to provide such services to the owners and occupants of such area. The City will own, operate and maintain the wastewater and drainage systems within the Development as is reasonably

necessary to provide such services to the owners and occupants of such area. Aqua Water Supply Corporation will own, operate and maintain a water system within the Development, as is reasonably necessary to provide such services to the owners and occupants of such area.

ARTICLE III. SUBDIVISION REGULATORY AUTHORITY; ROADWAYS

Section 3.1 Subdivision Regulatory Authority. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development, and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of that certain "Development Agreement" dated effective _____2023, as it may be amended from time to time (the "Development Agreement").

Section 3.2 Roadways. The City shall accept the dedication of public right-of-way and the street, drainage and wastewater improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the requirements and standards set forth in Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of the Development Agreement.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 No Full-Purpose Annexation During Term of Development Agreement. The City shall not annex the Development for full purposes until after the expiration of the Development Agreement. If the City decides to disannex the Development and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE V. TERM

Section 5.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Texas Local Government Code, residents of the Development will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) ten (10) business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) ten (10) business days after the Notice is sent by facsimile (with electronic confirmation by the sending facsimile machine) with a confirming copy sent by United States mail within 48 hours after the facsimile is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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

To the Developer: c/o PrimaVesta Land Company, LLC

6475 Camden Avenue
San Jose, California 95120
Attn: Garrett Rajkovich

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Travis and Bastrop Counties, Texas and hereby submit to the jurisdiction of the courts of Travis and Bastrop Counties, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the Developer that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The Developer represents and warrants to the City that the person executing this Agreement on behalf of the Developer has been duly authorized to do.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the Developer to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange

any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the Developer.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the Developer, and neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Description of Development

Section 7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[COUNTERPART SIGNATURE PAGES FOLLOW]

Developer:

PRIMA VESTA LAND COMPANY, LLC

By: _____
Garrett Rajkovich

Date: _____

ATTEST:

By: _____

Date: _____

CITY:

CITY OF ELGIN, TEXAS

By: _____
Theresa McShan, Mayor

Date: _____, 2023

APPROVED AS TO FORM:

By: _____
Charles Crossfield, City Attorney

Date: _____, 2023

EXHIBIT “A”

DESCRIPTION OF THE DEVELOPMENT



DOUCET

Graham Tract
Travis County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

“Exhibit “A”

D&A Job No. 2403-002

October 31, 2022

METES & BOUNDS DESCRIPTION

BEING A 174.01 ACRE TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TRACT 1 AND ALL OF TRACT 2, DESCRIBED TO TYLER DAVID GRAHAM AND CASEY ELLEN GRAHAM, AS RECORDED IN DOCUMENT NUMBER 2009037340 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap found on the southeast line of said Tract 1, same being the south corner of a called 50.000 acre tract, conveyed to Jose J. Espinoza, recorded in Document Number 2021134415 [O.P.R.T.C.T.], and on the northwest right-of-way line of County Line Road, no record information found, same being the southeast corner of a called 146.020 acre remainder tract, recorded in Document Number 2009037340 [O.P.R.T.C.T.], and for the east corner of the tract described herein, from which a 1/2-inch iron rod found for the east corner of said Tract 1, same being on the southeast line of said 50.000 acre tract, bears N27°10'15", a distance of 143.40 feet;

THENCE with the southeast line of said Tract 1 and Tract 2 and the northwest right-of-way of said County Line Road, the following two (2) courses and distances:

- 1) S27°10'15"W, a distance of 1,555.40 feet to a 1/2-inch iron rod found,
- 2) S27°09'40"W, a distance of 799.35 feet to bent 5/8-inch rod found for the south corner of said Tract 2 and the tract described herein, and in the northwest right-of-way line of said County Line Road, same being the most northerly east corner of a called 24.953 acre tract, conveyed to Monte E. McDaniel and Barbara P. McDaniel, recorded in Document Number 2011027873 [O.P.R.T.C.T.];

THENCE N62°52'19"W, with the common line of said Tract 2 and said 27.953 acre tract, a distance of 2,193.70 feet to a calculated point on the west corner of said Tract 2 and on the most southerly northeast line of said 24.953 acre tract, same being the south corner of a called 5.00 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 11722, Page 1401 [O.P.R.T.C.T.];

THENCE N27°12'40"E, with the common line of said Tract 2 and said 5.00 acre tract, a distance of 802.35 feet to a calculated point for the northwest corner of said Tract 2, same being on the southwest line of said Tract 1, and the northeast corner of said 5.00 acre tract;

THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911, Page 1587 [O.P.R.T.C.T.], and passing at 547.10 feet, a 1/2-inch iron rod found for the northwest corner of said 5.000 acre tract, and on the most northerly northeast line of said 24.953 acre tract, and continuing for a total distance of 1,657.46 feet to a calculated point for the west corner of said Tract 2, and on the most northerly northeast line of said 24.953 acre tract, same being the south corner of Lot 130, Block G, of the Elm Creek Section 5B Subdivision, by map or plat recorded in Document Number 200800049 [O.P.R.T.C.T.];

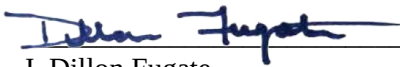
(CONTINUED ON NEXT PAGE)

"Exhibit "A"

THENCE N31°48'41"E with the common line of said Tract 1 and said Lot 130, a distance of 1,523.48 feet to a 1/2-inch iron rod found on the northwest line of said Lot 1, same being on the southeast line of said Lot 130, and being the west corner of said 50.000 acre tract, and also being the southwest corner of said 146.020 acre remainder tract;

THENCE S31°48'41"E with the common line of said Tract 1 and said 146.020 acre remainder, a distance of 3,727.32 feet to the POINT OF BEGINNING of the tract described herein and containing approximately 174.1 acres;

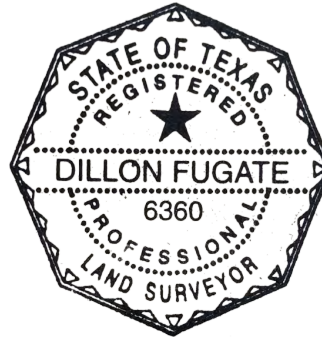
I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



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

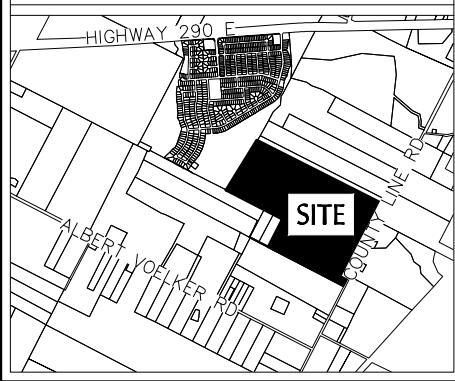
10/31/2022

Date



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE ADJUSTMENT FACTOR OF 1.00008 USING CP1 AS POINT OF ORIGIN.

BASE POINT INFORMATION (GRID)

1
N=10098139.1147

E=3214883.7572

ELEV.=525.1367

CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

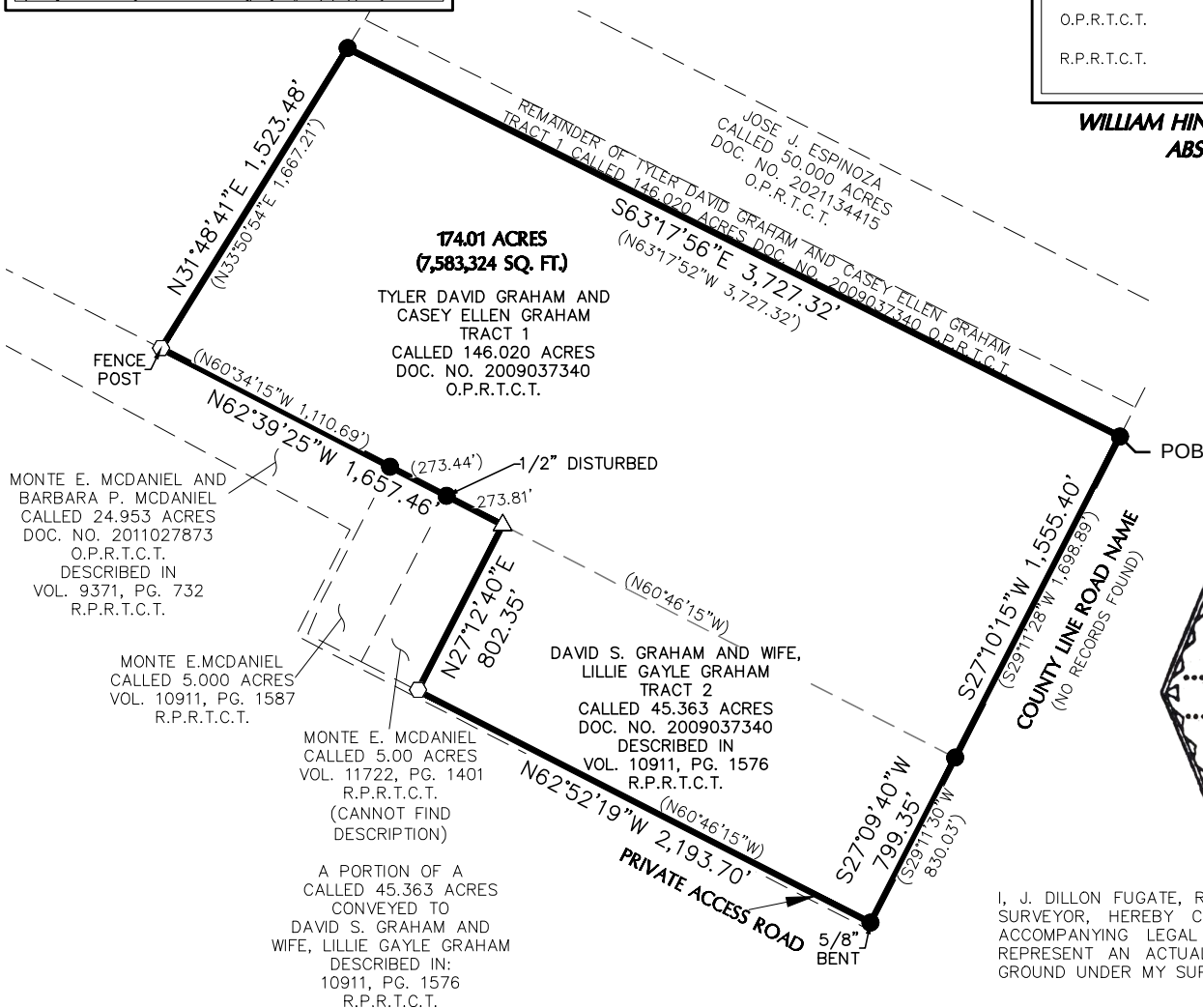
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

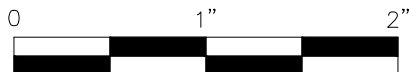
NOT TO SCALE

—	SUBJECT PROPERTY LINE
- - -	ADJOINER PROPERTY LINE
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
◻	FENCE POST FOUND [AS NOTED]
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

**WILLIAM HINES SURVEY, SECTION 53
ABSTRACT NO. 345**



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



GRAPHIC SCALE: 1"=800'

Dillon Fugate 10/31/2022
DATE

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

**174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT**

TRAVIS COUNTY, TEXAS



DOUCET

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

Date: 10/11/2022

Scale: 1"=800'

Drawn by: JRT

Reviewer: DF

Project: 2403-002

Sheet: 3 OF 3

Field Book: 551

Party Chief: LG

Survey Date: 08/10/2022



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of FY2023-24 Annual Budget and 2023 Five-Year Capital Plan Adoption Calendar

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time.

BACKGROUND:

This item is for general review and discussion of the currently planned development schedule for development of the Annual Budget and Five-Year Capital Plan for all city funds for the next fiscal year, which begins October 1, 2023.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of FY2023-24 Budget and Five-Year Capital Plan Adoption Calendar as presented; and direction to staff, if any, as appropriate

ATTACHMENTS:

Memorandum – Budget Calendar

- { } 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.

Memorandum

Date: April 24, 2023

To: Mayor and City Council
Department Heads

Subject: Calendar for Formulation and Adoption of
FY2023-24 Annual Operating Budget
and 2023 Five-Year Capital Plan



Following is a projected schedule relating to the development and formal adoption of the *2023 Five-Year Capital Plan* and the *FY2023-24 Annual Operating Budget* for the City of Elgin in accordance with the City Charter and applicable state law:

APRIL

Wednesday, April 26, 2023.....Briefing of departmental staff by Director of Finance on the budget development process.

MAY

Monday, May 15, 2023.....Deadline for submission of departmental requests for inclusion in the Proposed *2023 Five-Year Capital Plan (5YRCP)*

Monday, May 15 through

Friday, May 26, 2023.....Review and consideration of departmental 5YRCP requests by City Manager, Director of Finance, and applicable Department Heads (as needed)

Friday, May 26, 2023.....Deadline for submission of departmental requests for funding **program changes** within the Proposed *FY2023-24 Annual Operating Budget*

JUNE

Tuesday, June 6, 2023 **Presentation of Proposed 2023 Five-Year Capital Plan to Mayor and City Council by City Manager**
(Regular Council Meeting)

Tuesday, June 13, 2023City Council 5YRCP Review/ Work Session (*tentative**)

Tuesday, June 20, 2023.....Public Hearing on Proposed *2023 Five Year Capital Plan*
(Scheduled Council Meeting)

Monday, June 5 through

Friday, July 7, 2023..... Review and consideration of program change requests and straight-line budget projections by City Manager, Director of Finance, and applicable Department Heads (as needed)

JULY

Tuesday, July 11, 2023..... Resolution formally adopting the *2023 Five Year Capital Plan*
(Regular Council Meeting)

AUGUST

***Tuesday, August 1, 2023*.....Presentation of Proposed FY2023-24 Annual Operating Budget to Mayor & City Council by City Manager**
(Regular Council Meeting)

....Set dates for public hearings on tax rate.

***Monday, August 7, 2023*..... Publish General Budget Summary**

.... Publish Effective Property Tax Rate & Rollback Calculation

.... Publish Notice of 1st Public Hearing on Tax Rate and Budget

***Tuesday, August 8, 2023*.....Council Budget Review/ Work Session (*tentative**)**

***Tuesday, August 22, 2023*.....Council Budget Review/ Work Session (*tentative**)**

+++++

SEPTEMBER

***Tuesday, September 5, 2023* First Public Hearing on Proposed Tax Rate and Budget
(Regular Council Meeting).....**First Reading** of Appropriations Ordinance Adopting
FY2023-24 Annual Operating Budget and Tax Rate**

***Tuesday, September 12, 2023* Council Budget Review/ Work Session (*tentative**)**

***Tuesday, September 19, 2023* **Second Reading and Final Adoption** of Appropriations
(Scheduled Council Meeting) Ordinance and Tax Rate Ordinance for FY 2023-24**

***Tuesday, September 26, 2023* Deadline established by City Charter for final adoption of
FY2023-24 Annual Operating Budget
("The budget shall be finally adopted not later than
three {3} calendar days prior to the end of the fiscal
year")**

+++++

OCTOBER

***Sunday October 1, 2023*..... Beginning of FY2023-24 Fiscal Year**

Please let me know at your earliest convenience if you have any comments or questions; or require additional information regarding the budget development process.



Thomas L. Mattis
City Manager

****Tentative dates for Council Budget Work Sessions. Actual number and schedule for work sessions to be determined by City Council.***



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Report on City of Elgin debris collection and response to impacts of Winter Storm Mara

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed, requested, or believed necessary at this time; This item is for a final briefing of the City Council on the staff response to the Winter Storm Mara event.

BACKGROUND:

This item is for an informational report and general discussion of the City's response to Winter Storm Mara that hit the Elgin area early February 1, bringing with it a heavy layer of ice that weighed down power lines and shattered tree limbs that, in turn, triggered widespread outages.

Since the storm, city staff has engaged in a monumental effort to provide curbside collection of storm debris to every COE home, that effort having been accomplished last week.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of City debris collection and response to impacts of Winter Storm Mara; and direction to staff, if any, regarding same.

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: 2nd Quarterly Investment Report

DEPARTMENT: Finance

PROPOSED ACTION: Review & Accept Report

BACKGROUND: Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act.

Reports will include the following: 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value. 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested. 3.) The maturity date of each investment. Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Review & Accept Report

ATTACHMENTS: Investment Report

- ☐ 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.

2nd Quarter Investment Report- Fiscal Year 2022-2023

OPERATING ACCOUNTS

Financial		Beginning	Deposits/(Withdrawals)			Total Deposits /	Interest			Total	Ending	Int. Rate
<u>Institution</u>	<u>Fund</u>		<u>January</u>	<u>February</u>	<u>March</u>		<u>January</u>	<u>February</u>	<u>March</u>	<u>Interest</u>	<u>3/31/2023</u>	
First National Bank		<u>1/1/2023</u>				<u>(Withdrawals)</u>						
	999 Main Checking	7,858,159.18	(1,707,187.26)	(732,649.60)	(1,483,533.45)	(3,923,370.31)	28,084.02	20,389.74	18,487.04	66,960.80	4,001,749.67	4.45%
	110 Police Seizure Chapter 59	5,456.68	-	-	-	-	21.06	20.01	22.92	63.99	5,520.67	
	430 Money Market TIRZ 1	798,465.44	-	-	-	-	3,081.20	2,928.17	3,353.89	9,363.26	807,828.70	
	110 Money Market General Operations	185.96	-	-	-	-	0.74	0.68	0.78	2.20	188.16	
Sub-total		8,662,267.26				(3,923,370.31)				76,390.25	4,815,287.20	
TOTAL - DEPOSITS		<u>8,662,267.26</u>				<u>(3,923,370.31)</u>				<u>76,390.25</u>	<u>4,815,287.20</u>	

CAPITAL IMPROVEMENT FUNDS

Financial		Beginning	Total of			Ending	WAM*
<u>Institution</u>	<u>Fund</u>		<u>January</u>	<u>February</u>	<u>March</u>	<u>3/31/2023</u>	
Logic		<u>1/1/2023</u>					
	150 CO Series 2015- Proceeds	1.67	-	-	-	1.67	
	250 CO Series 2016 - Proceeds	2,793,975.84	-	-	-	2,826,489.90	
	210 CO Series 2019A - Proceeds	304,298.67	-	-	-	307,839.84	
	430 CO Series 2019B(TIRZ) Proceeds	150.09	-	-	-	151.88	
	110 General Fund Reserves	10,679,235.47	-	-	-	10,803,511.87	
	110 Unencumbered Reserves	254,462.03	-	-	-	257,423.24	
	210 CO Series 2021 - Proceeds	6,237,958.89	-	-	-	6,310,551.25	
	110 CLFRF Proceeds	1,300,170.87	-	-	-	1,315,301.23	
	150 CO Series 2021A	11,235,002.48				11,365,746.41	
Sub-total		32,805,256.01				33,187,017.29	4.33%
TOTAL - INVESTMENTS		<u>32,805,256.01</u>				<u>33,187,017.29</u>	
TOTAL - DEPOSITS AND INVESTMENTS		<u>41,467,523.27</u>				<u>38,002,304.49</u>	

* Weighted Average to Maturity (WAM)

Belen Peña
Finance Director



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 – April 4, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes- April 4, 2023

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- April 4, 2023

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
April 4, 2023

CALL TO ORDER

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

Roll Call

Present:

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

Mayor McShan called roll call and stated that Ms. Casnovsky was out due to work. Mayor Pro Tem Brashar made a motion to approve the absences of Ms. Casnovsky. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Amy Miller, Community Services Director
Michael Gonzalez, Public Works Director
Belen Pena, Finance Director
Kaley Frye, Assistant Director EDC
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Owen Rock, ED Director
Beau Perry, City Engineer
Aaron Crim, Commander
Kristina Alvarez, Main Street Manager
Sonia Browder, Media Specialist

INVOCATION

Mr. Callahan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Stephanie Lippke, 1112 N. Main Street, stated that after listening to the budget meeting at the police station, she wanted to provide a few comments. She stated that the police deserve a safe building. Her concern is the plan for a remodel of the police station. She stated that the budget was increased by 66%.

PRESENTATION

1. City Of Elgin 101 Graduation Ceremony

Ms. Stubbs provided comments about the program. Ms. Love provided a graduation speech. Mayor McShan and Ms. Stubbs provided the certificates to the graduates of the City of Elgin 101 program.

CITY MANAGER'S REPORT

1. Public Safety Advisory Committee Quarterly Report

There were no questions on this item.

2. Historic Review Board Quarterly Report

There were no questions on this item.

3. Parks & Recreation Advisory Board Quarterly Report

There were no questions on this item.

4. Library Advisory Board Quarterly Report

There were no questions on this item.

5. General Activity Report and/or Project Update

Mr. Mattis stated that there is a groundbreaking tomorrow morning for the new Elementary School. There was no additional discussion on the item.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - March 21, 2023

The minutes passed on the consent agenda.

2. City Council Worksession Meeting Minutes - March 29, 2023

The minutes passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH BAIRD/WILLIAMS CONSTRUCTION FOR AN AMENDMENT TO BID PACKAGE 1 GUARANTEED MAXIMUM PRICE FOR THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated that the first two items are interrelated. Ms. Casnovsky arrived at 6:49 p.m. Mr. Mattis stated that the staff is excited about this project. He provided information on sources of revenue to pay for additional items for the police station. Mr. Mattis stated that the all-in cost is \$6.48 million and will have no impact on the other CO projects. He stated that this will enhance the police station and will be at no additional cost to the taxpayers. Mr. Mattis stated this item is to approve an adjustment to bid package one and the second item is to approve the final product and bid package two. He answered questions of the council. Mr. Rodriguez made a motion to approve the request. Mr. Maldonado seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BAIRD/WILLIAMS CONSTRUCTION FOR BID PACKAGE 2 GUARANTEED MAXIMUM PRICE FOR THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO

Discussion took place earlier in the meeting. Mayor Pro Tem Brashar made a motion to approve the resolution. Mr. Maldonado seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE WATER TREATMENT PLANT EMERGENCY GENERATOR PROJECT TO ALTERRA POWER SYSTEMS OF SUN PRAIRIE, WISCONSIN; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis provided information. He stated that there is an opportunity to purchase a generator by this winter rather than waiting until next year. Mr. Perry stated that the generator is already built and would be delivered to the site. He stated that there would have to be a bit more engineering completed and a small cost related to that. Mr. Perry stated that this generator could be in operation before this winter. Discussion followed. Mr. Dennis made a motion to approve the resolution as presented. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ESTABLISHING AN AD VALOREM TAX LIMITATION FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS OF THE CITY OF ELGIN WHO ARE DISABLED OR 65 YEARS OF AGE OR OLDER; PROVIDING FOR DEFINITIONS; PROVIDING SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Mattis provided information and stated that there have been conversations about increasing the property tax exemption or adopting a property tax freeze. He stated that staff believes the better choice is to take the tax freeze route rather than increasing the exemption. Discussion followed. Ms. Casnovsky stated that she appreciated the math. Mayor Pro Tem Brashar made a motion to approve the ordinance as presented. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

5. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 12.04 ACRES OF LAND OUT OF A373 YOUNG, RICHARD TRACT 1, ACRES 12.04 IN BASTROP COUNTY, TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated that the last four items is all kind of related. He stated that this site has two separate owners but are all a part of the same family. He stated that for the owners to build a home, the tract of land must be annexed into the city. He answered questions of the Council. Mayor Pro Tem Brashar made a motion to approve the ordinance. Mr. Swain seconded the motion. All voted in favor. The motion carried.

6. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 1; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Discussion took place earlier in the meeting. Ms. Casnovsky made a motion to approve the ordinance. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

7. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 4.00 ACRES OF LAND OUT OT A373 YOUNG, RICHARD TRACT 2, ACRES 4.00 IN BASTROP COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Discussion took place earlier in the meeting. Mr. Callahan made a motion to approve the ordinance. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

8. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 1; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Discussion took place earlier in the meeting. Mr. Gibson made a motion to approve the ordinance. Mr. Swain 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

The City Council did not retire into Executive Session.

ANNOUNCEMENTS

Ms. Miller stated that Music in the Park is back beginning this Friday night in downtown Elgin. She stated that on Saturday, there will be an Easter Egg Hunt at Thomas Memorial Park beginning at 10:00 a.m.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:35 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 THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager/EPD

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to remit payment for professional services fees in the amount of \$3,223.43 for February 25, 2023 through March 31, 2023 as associated with the City of Elgin Police Station Project.

BACKGROUND:

Last year, the City Council approved the issuance the 2021A Certificates of Obligation (CO) in the total amount of approximately \$12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station.

Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of FGM Architects Inc. to provide engineering and design services as part of the CMAR team.

These fees are for Programming/Schematic Design and for traveling fees as a part of the contract previously approved by the City Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adopt and approve a Resolution authorizing the City Manager to remit payment for professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS: (1) Resolution (2) Invoice

{ } 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. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH FGM
ARCHITECTS INC. RELATED TO THE ELGIN POLICE
DEPARTMENT STATION PROJECT; AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation to provide funding for a wide range of capital improvement projects, including a new City of Elgin Police Department (EPD) Station (“Project”); and,

WHEREAS, the City Council, upon recommendation of the EPD Station Building Committee, has previously authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the Project and the engagement of FGM Architects Inc. to provide engineering and design services as part of the CMAR team, and;

WHEREAS, FGM Architects Inc. have submitted an invoice to the city for professional services charges related to the Elgin Police Department Station Project.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute a dollar amount of \$3,223.43 from February 25, 2023, to March 31, 2023, for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 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; and does further acknowledge that an amendment to the *FY22-23 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 2nd day of May 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

FGMA_{ARCHITECTS}

Elgin TX, City of
P.O. Box 591
Elgin, TX 78621

April 17, 2023

Invoice No: 22-3415.01 - 11

Project 22-3415.01 Elgin TX New Police Station

Professional Services from February 25, 2023 to March 31, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Initial Conceptual Design	35,430.00	100.00	35,430.00	35,430.00	0.00
Programming/Schematic Design	40,522.00	100.00	40,522.00	40,522.00	0.00
Design Development	101,270.00	100.00	101,270.00	101,270.00	0.00
Construction Documents	202,540.00	100.00	202,540.00	202,540.00	0.00
Bidding	25,318.00	100.00	25,318.00	22,786.20	2,531.80
Construction Administration	101,270.00	0.00	0.00	0.00	0.00
Total Fee	506,350.00		405,080.00	402,548.20	2,531.80
Total Fee					2,531.80

Consultants

Miscellaneous Consultants	654.50	
Total Consultants	654.50	654.50

Reimbursable Expenses

Mileage, tolls and misc.	37.13	
Total Reimbursables	37.13	37.13

TOTAL CURRENT INVOICE \$3,223.43

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Basic Services	2,531.80	402,548.20	405,080.00		
Consultant	654.50	0.00	654.50		
Expense	37.13	1,724.60	1,761.73		
Totals	3,223.43	404,272.80	407,496.23	404,272.80	3,223.43

Please remit to:

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook IL 60523-2109

630.574.8300

Billing Backup

Monday, April 17, 2023

FGM Architects Inc.

Invoice 11 Dated 4/17/2023

10:47:43 AM

Project	22-3415.01	Elgin TX New Police Station
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Consultants

Miscellaneous Consultants

AP	84884	3/17/2023	ABLE 2 ACCESS, INC / TAS Plan Review / Invoice: TABS2023012598-A, 3/8/2023	654.50
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Total Consultants				654.50	654.50
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Reimbursable Expenses

Mileage, tolls and misc.

EX	0019574	4/4/2023	Galloway, Jr., Bob / City Counsel Meeting / 54.00 miles @ 0.625	37.13
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Total Reimbursables				37.13	37.13
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Total this Project	\$691.63
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Total this Report	\$691.63
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Please remit to:

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook IL 60523-2109

630.574.8300



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution to approve a License Agreement between the City of Elgin, The Elgin EDC and GRBK Edgewood Limited

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the License Agreement

BACKGROUND: The developer of the Trinity Ranch subdivision will be extending the entry signage on Swenson Boulevard to include an entry sign for Trinity Ranch along with signage for businesses in the business park. The sign will be constructed with the new lighted intersection in mind. The agreement has had input from the City Engineer, the Development Services Director and the City Attorney.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approve the License Agreement

ATTACHMENTS: License 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.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF ELGIN
TEXAS, THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND
GRBK EDGEWOOD, LLC AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT**

WHEREAS, the City of Elgin, Texas (the “City”) desires to agree to a License Agreement with the Elgin Economic Development Corporation and GRBK Edgewood, LLC (the “Subdivision Property Party”) to improve the entrance sign into the Elgin Business Park and Trinity Ranch Subdivision.

WHEREAS, the City has found and determined that the sign improvements 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, and is necessary to promote or develop new housing and business enterprises, and

WHEREAS, the Subdivision Property Party will pay all construction and maintenance costs for the new signage that will be beneficial to the City

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 License Agreement between the City of Elgin, the Elgin Economic Development Corporation and GRBK Edgewood, LLC
3. That the Mayor is authorized to execute the License Agreement between the City of Elgin, the Elgin Economic Development Corporation and GRBK Edgewood, LLC

Adopted on this 2nd day of May 2023.

CITY OF ELGIN, TEXAS

THERESA Y. MCSHAN, Mayor

ATTEST:

JENNIFER STUBBS, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LICENSE AGREEMENT

CITY OF ELGIN, TEXAS (“CITY”), and **CENTURY LAND HOLDINGS II, LLC**, a Colorado limited liability company (“Century”), **GRBK EDGEWOOD, LLC**, a Texas limited liability company (“GRBK”, together with Century, collectively, the “Subdivision Property Party”), and _____ (the “Commercial Property Party”, together with the Subdivision Property Party, collectively, the “Licensee”), enter into this License Agreement (“Agreement”) to be effective as of the ____ day of _____, 2023, upon the terms and conditions set forth below. The Subdivision Property Party is the owner of the property described and/or depicted in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes (as the same may be expanded, the “Subdivision Property”). The Commercial Property Party is the owner of the property described and/or depicted in Exhibit “B” attached to this Agreement and incorporated by reference for all purposes (the “Commercial Property”).

I. PURPOSE OF LICENSE AGREEMENT

The CITY grants to the Subdivision Property Party and its successors, assigns, and their contractors, employees, agents, designees, and representatives, for the benefit of the Subdivision Property, a permanent license and permission to use the licensed property (including the facilities and appurtenances thereto) for the following purposes:

Installation, construction, maintenance, repair, operation, use and replacement of signage, landscaping, irrigation, utilities, as well as any reasonably related facilities (collectively, the “Subdivision Property Party Improvements”).

The above-described property, hereinafter referred to as the “Licensed Property,” is further described and/or depicted in Exhibit “C” attached to this Agreement and incorporated by reference for all purposes.

Licensee stipulates and agrees this Agreement does not represent nor assert claims of ownership or title to the License Tract by Licensee.

Licensee agrees and acknowledges that this Agreement is solely for permitting Licensee to construct, maintain and locate the Subdivision Property Party Improvements and Commercial Property Party Sign Panels over or within the described Licensed Property and is not a conveyance of any other right, title or interest in or to the public right-of-way, nor is it meant to authorize any right to use or occupy property in which a third party may have an interest without the consent of such third party if such consent is required. Licensee agrees that it will obtain all necessary permission from such third party (if required) before occupying the Licensed Property. This Agreement does not constitute or represent abandonment by the City of the Licensed Property, nor does this Agreement grant Licensee any further right or authority of use of the Licensed Property.

The CITY also grants to the Commercial Property Party and its successors, assigns, and their contractors, employees, agents, and representatives, for the benefit of the Commercial Property, a permanent license and permission to use a portion of the Licensed Property described and/or depicted on Exhibit “D” attached to this Agreement and incorporated by reference (including the facilities and appurtenances thereto), for the following purposes:

Installation, maintenance and use of sign panels as depicted in Exhibit “E” (collectively, the “Commercial Property Party Sign Panels”) as approved by Subdivision Property Party and the City for the Commercial Property on Subdivision Property Party’s sign monument designated by Subdivision Property Party (the “Approved Sign Monument”). Commercial Property Party shall obtain all necessary permits from the City for the Commercial Property Party Sign Panels. No further sign panels will be permitted on the on the Approved Sign Monument unless permitted and approved by the City and Subdivision Property Party.

Licensee agrees that all construction, repair and maintenance permitted by this Agreement shall comply with this Agreement and the Charter, Ordinance and Codes of the City and in accordance with the directions of the Public Works Director of the City or his/her duly authorized representative, which directions are consistent with the terms of this Agreement. All plans and specifications thereof shall be subject to the prior written approval of the Public Works Director, or his/her duly authorized representative not to be unreasonably withheld if such plans and specifications are consistent with the concept plans of the Subdivision Property Party Improvements as depicted on Exhibit “F”, which concept plans the City hereby approves , but such approvals shall not relieve Licensee of responsibility and liability for concept, design and computation in the preparation of such plans and specifications.

Upon completion of construction and installation of the Subdivision Party Property Improvements and the Commercial Property Party Sign Panels and thereafter, except for such improvements themselves if applicable, there shall be no further encroachments in, under, on or above the surface area of the streets, alleys, sidewalks, and other public rights-of-way involved.

Licensee, at no expense to the City, shall make proper provisions for the relocation and installation of any existing or future utilities affected by such encroachment use and occupancy,

including the securing of approval and consent from the utility companies and the appropriate agencies of the State and its political subdivisions. The City hereby acknowledges and agrees that, to the City's actual knowledge, the construction, maintenance, use or existence of such Subdivision Party Property Improvements and the Commercial Property Party Sign Panels as contemplated herein will not increase any costs of installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public. Upon the City's review process to grant the applicable permits for the initial construction of the Subdivision Party Property Improvements the City shall notify Licensee of such anticipated increased costs. The City and Licensee shall reasonably cooperate to agree upon the amount of such increased costs or, at Licensees option, change the location or plans and specifications of the Subdivision Party Property Improvements to reduce or eliminate such increased costs at such time. If agreed upon by Licensee and the City at that time of permitting approval as contemplated above Licensee shall pay to the City an additional amount equal to such additional cost as agreed upon by the City and Licensee.

As provided in this Agreement, the City may enter and utilize the Licensed Property at any time for installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Licensee understands and agrees that the City shall bear no responsibility or liability for damage or disruption of improvement installed by Licensee or its successors except as otherwise expressly provided in this Agreement.

Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of the Subdivision Party Property Improvement, encroachment and uses.

Licensee agrees to pay promptly when due all taxes on the Subdivision Property Party Improvements (if any, but for clarification, not on the underlying land of the Licensed Property) that become due under federal, state or local statute, law, rule, ordinance or regulation.

While this Agreement is in effect, during construction, repair and removal of the Subdivision Property Party Improvements, Licensee agrees to have an aggregate general liability policy, the amounts of which shall be not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00), with the understanding and agreement by Licensee that the insurance amounts may be reasonably increased at the City's option by written notice to Licensee and that Licensee shall so revise the amounts immediately following receipt of notification of the immediate requirement; provided, however, such amounts shall in no event be required to be in excess of \$1,000,000 without the written consent of Licensee.

It is further understood and agreed upon between the parties hereto that the public rights-of-way, alleys, sidewalks, ("public right-of-way") to be used and encroached upon as described herein, are held by the City as trustee for the public; that the City exercises such powers over the public right-of-way as have been delegated to it by the Constitution of the State of Texas or by the Legislature; and that the City cannot contract away its duty and its legislative power to control the public right-of-way for the use and benefit of the public.

II. ANNUAL FEE

The CITY and its respective successors and assigns agree that no fees shall be assessed for the license and permission herein granted to Licensee.

III. CITY'S RIGHTS TO LICENSED PROPERTY

The CITY reserves the right to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or

above the surface of the licensed property described in Article I above; provided, however, the CITY shall not interfere with or prevent the use by Licensee of the licensed property for the purposes and subject to the terms set forth herein. Notwithstanding the foregoing, if the CITY is obligated to use or improve the licensed property for another purpose for the best interest of, or for the health and safety of, the public that interferes with or prevents the use by Licensee of the licensed property for the purposes herein, the CITY shall relocate the Licensee improvements at the CITY's cost by giving Licensee at least ninety (90) days' written notice of such action and the CITY shall cooperate with Licensee to provide the relocation of the applicable Licensee's improvements in locations reasonably acceptable to the applicable Licensee and the License Agreement shall be amended to amend the licensed property area approved by the applicable parties.

IV. CONDITIONS

A. Licensee's Responsibilities. Each Licensee will be severally, but not jointly, liable under this Agreement, including without limitation responsibility for any damage to any existing CITY facilities on the licensed property caused directly by such Licensee while on the licensed property. For clarification, notwithstanding anything to the contrary in this Agreement, a Licensee party hereto shall not be responsible or liable for any damage caused by another Licensee party hereto.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as reasonably required by the CITY; such removal shall be completed within thirty (30) days following receipt of a written request by the CITY to do so.

V. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following sixty (60) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the CITY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder.

VI. TERMINATION

A. Termination By Licensee. This Agreement may be terminated in whole or in part by Licensee by delivering written notice of termination to the CITY not later than thirty (30) days before the effective date of termination. No Licensee party shall have the right to unilaterally terminate this Agreement as it relates to the other Licensee Party. If Licensee so terminates, then it may remove installations that it made from the licensed property within the 30-day notice period. Any installations not removed within said period are agreed to be the property of the CITY.

B. Termination By CITY. This Agreement may be revoked at any time by resolution of the CITY after providing thirty (30) days' written notice to the Licensee if such revocation is required due to a danger to the public that is not remediable by alteration, relocation or maintenance of such Licensee improvements.

C. Subject to the limitations set forth above, the term of this Agreement shall terminate upon the earliest of the following events: (1) upon the non-compliance of any of the terms of this Agreement by

the Licensee after forty five (45) days written notice and opportunity to cure has been provided to Licensee; (2) upon removal of the Subdivision Property Party Improvements from the Licensed Property for whatever cause that may include, without limitation, demolition, destruction or removal.

D. Upon termination of this Agreement, Licensee shall, at the option of the City and at no expense to the City, demolish and remove the Subdivision Property Party in accordance with then existing City specifications. It is understood and agreed to by Licensee that if this Agreement terminates and Licensee fails to remove the Improvement, Licensee hereby gives the City permission to remove the Improvement and any supporting structures and assess a lien on the Property for the costs expended by the City to remove the Improvement.

VII. REPAIR

Licensee shall assume all liability and responsibility to repair all injury or damage to City property arising out of or in connection with any and all acts or omissions of Licensee, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees.

VII. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

VIII. VENUE

Venue for all lawsuits concerning this Agreement will be in county where the licensed property is located.

IX. COVENANT RUNNING WITH LAND

This Agreement and all of the covenants herein are appurtenant to and shall run with the land for the benefit of Subdivision Property and the Commercial Property whether or not the Agreement is referenced or described in any conveyance of all or such portion of the Subdivision Property or Commercial Property; therefore, the terms and conditions set forth herein shall inure to, bind and benefit each party and their successors and assigns and the owners (and any property owners association) of any portion of the Subdivision Property, Commercial Property or Licensed Property; provided, however, in no event shall a homeowner (and their tenants, invitees or other occupants) within the Subdivision Property have any obligations, responsibilities or liabilities herein. Any rights and obligations of the Subdivision Property Party and/or the Commercial Property Party may be unilaterally assigned by such respective party, in whole or in part, to a property owners association formed for the administration of restrictive covenants applicable to such applicable property, provided such assignment must be in writing delivered to the City and must include an express assumption of the rights and obligations of such assignor hereunder, and upon such assignment, such assignor shall be released from any liabilities and obligations under this Agreement.

X. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal

Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Subdivision Property Party At:

CENTURY LAND HOLDINGS II, LLC
Attn: Brian Bekker
6500 River Place Boulevard, Bldg 2, Suite 200
Austin, Texas 78730

GRBK EDGEWOOD LLC
Attn: Bobby Samuel
2805 Dallas Parkway, Suite 400
Plano, Texas 75093

To Commercial Property Party At:

Attention: _____

And to CITY at:

Attention: _____

or to such other addresses which a party may so designate by sending notice as aforesaid.

XI. AGREEMENT AMONG LICENSEES

A. Prior to installation, modification or replacement, the Commercial Property Party Sign Panels are subject to the prior written approval of the Subdivision Property Party, such approval not to be unreasonably withheld, conditioned or delayed. Installation, maintenance, repair and replacement thereof shall be at the sole cost of Commercial Property Party and shall comply with all laws, ordinances and requirements of the governing authority and subject to the terms herein. For clarification, approval by the Subdivision Property Party shall not be deemed to ensure compliance with such laws, ordinance and requirements of the governing authority and Subdivision Property Party shall have no responsibility for the same.

B. The Commercial Property Party Sign Panels shall only be placed on the Approved Sign Monument. Commercial Property Party shall maintain the Commercial Property Party Sign Panels in good condition and Subdivision Property Party shall have the right, at the cost of Commercial Property Party (payable on demand), to remove or maintain any Commercial Property Party Sign Panel that is not maintained in a good condition, after giving Commercial Property Party thirty (30) days notice to cure the same and Commercial Property Party fails to do so. Commercial Property Party shall have no right to construct, improve, modify, alter or replace the Approved Sign Monument or other improvements on the licensed property and Commercial Property Party shall be responsible to pay for, upon demand, any repairs for damages to the Approved Sign Monument or other improvements of the Subdivision Property Party caused by any party by, through or under any party connected with the Commercial Property.

C. The Commercial Property Party is prohibited from installing any sign panels that relate to (1) any sexually-oriented business (or words of similar import), nightclubs, adult businesses (i.e. appeals to a prurient interest in sex or is patently offensive according to contemporary community standards), (2) illegal drugs or illegal activities, (3) flea markets, (4) junkyards, (5) mobile home parks, (6) garbage disposing or incineration, or (7) gambling or casino businesses.

XII. MISCELLANEOUS

A. Notwithstanding any provision in this Agreement, to the extent not prohibited by applicable law and the constitution, CITY hereby waives any sovereign immunity to suit and liability for enforcing this Agreement.

B. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

C. Notwithstanding anything to the contrary in this Agreement, in no event shall any party under this Agreement recover damages other than actual damages under this Agreement (including, without limitation, reasonable attorneys' fees and costs), and each party expressly waives its rights to receive consequential, incidental, special, or punitive damages. If any party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

D. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

E. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

[SIGNATURE PAGES FOLLOW]

Executed to be effective as of the date first set forth above.

CITY:

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, the _____ of City of Elgin, Texas, on behalf of the same.

(SEAL)

Notary Public, State of Texas

LICENSEE:

Subdivision Property Party:

CENTURY LAND HOLDINGS II, LLC, a
Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____
_____, the _____ of Century Land Holdings II, LLC, a Colorado limited liability
company, on behalf of such company.

(SEAL)

Notary Public, State of Texas

GRBK EDGEWOOD, LLC, a Texas limited
liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____
_____, the _____ of GRBK Edgewood, LLC, a Texas limited liability company, on behalf
of such company.

(SEAL)

Notary Public, State of Texas

Commercial Property Party:

_____, a _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____
_____, the _____ of _____, a _____, on behalf of such
company.

(SEAL)

Notary Public, State of Texas

Exhibit “A”

Subdivision Property

[see attached]

LEGAL DESCRIPTION OF LAND:

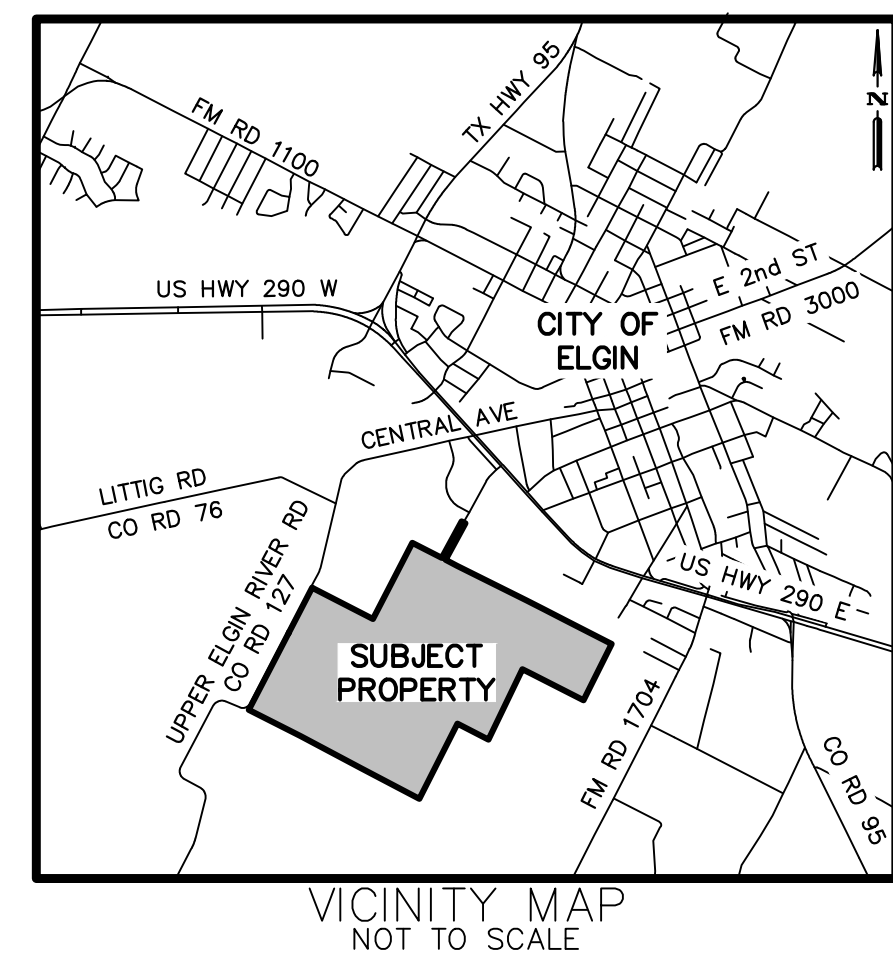
TRACT 1: REMAINDER OF A 384.406 ACRE TRACT OF LAND, AND ALL OF A 1.455 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS, BEING THAT SAME PROPERTY CALLED BEARS 1/2, 24", AS SPECIAL WARRANTY DEED DECEDED BY ELGIN, BLP, TO BASTROP TRINITY INVESTORS, LLC, DATED MAY 26, 2019, RECORDED IN DOCUMENT NO. 201907584, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND EXCEPT THAT CALLED 1.003 ACRE TRACT AS CONVEYED TO COLLIN CLARK, ET AL. BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915655, 201915657, 201915659, 201915661 AND 201915663, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND THAT CALLED 1.003 ACRE TRACT AS CONVEYED TO ADAM STOWE, ET AL. BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915790, 201915792, 201915794, 201915796 AND 201915798, DOCUMENT NO. 201915798 SUBSEQUENTLY CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 202109336, ALL OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 2: LOT 138, BLOCK H, TRINITY RANCH PHASE 1, SECTION 1, A SUBDIVISION AS RECORDED IN CABINET 5, SLIDE 65-A, OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 3: 2/7TH INTEREST IN THAT 1.003 ACRE TRACT OUT OF THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS, AS CONVEYED TO COLLIN CLARK, ET AL. BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915655, 201915657, 201915659, 201915661 AND 201915663, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 4: 2/7TH INTEREST IN THAT 1.003 ACRE TRACT OUT OF THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS, AS CONVEYED TO ADAM STOWE, ET AL. BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915790, 201915792, 201915794, 201915796 AND 201915798, DOCUMENT NO. 201915798 SUBSEQUENTLY CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 202109336, ALL OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

TOTAL 385.857 ACRES



TRACT 2
1.111 ACRES
BASTROP TRINITY INVESTORS, LLC
DOC. NO. 201907584, O.P.B.C.T.
LOT 138, BLOCK H (OPEN SPACE)
CALLED 1.111 ACRES
TRINITY RANCH PHASE 1, SECTION 1
CABINET 5, SLIDE 65-A
O.P.B.C.T.

THE RIVERS FAMILY PARTNERSHIP C
CALLED 279.711 ACRES
VOL. 942, PG. 5
O.P.B.C.T.

UPPER ELGIN RIVER ROAD
COUNTY ROAD 127
P.O.M. MOBILE HOMES

ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 2.50N
ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 2.50N

APPROXIMATE LOCATION OF POND

APPROXIMATE LOCATION OF POND

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APPROXIMATE LOCATION OF POND

APPROXIMATE LOCATION OF POND

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 62°32'24" E	50.00'
L2	S 62°12'28" E	[50.00']
L3	S 62°45'43" E	[50.00']
L4	S 62°45'43" E	[50.00']
L5	S 62°45'43" E	[50.00']
L6	S 62°45'43" E	[50.00']
L7	S 62°45'43" E	[50.00']
L8	S 62°45'43" E	[50.00']
L9	S 62°45'43" E	[50.00']
L10	S 62°45'43" E	[50.00']
L11	S 62°45'43" E	[50.00']
L12	S 62°45'43" E	[50.00']
L13	S 62°45'43" E	[50.00']

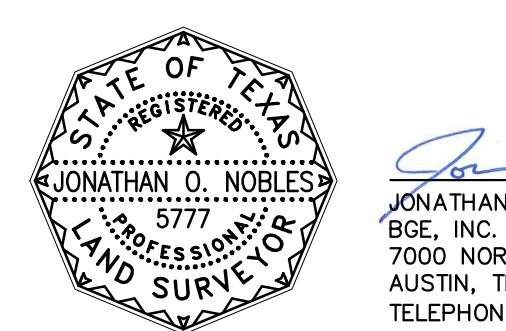
LEGEND

BARBED WIRE FENCE
CLEAN CUT
CONCRETE
DEED RECORDS OF BASTROP COUNTY, TEXAS
DEED OF TRUST RECORDS OF BASTROP COUNTY, TEXAS
HOG WIRE FENCE
MANHOLE
OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
PEDESTAL
P.L. RECORDS OF BASTROP COUNTY, TEXAS
POWER POLE
RELAY BOX
SANITARY
SEWER
TRANSFORMER
WIRE FENCE (TYPE NOTED)
OVERHEAD ELECTRICAL LINES
RECORD INFORMATION DOC. NO. 201907584, O.P.B.C.T.
RECORD INFORMATION CAB. 4, S.D. 90-A, P.T.B.C.T.
RECORD INFORMATION CAB. 5, S.D. 65-A, P.T.B.C.T.
RECORD INFORMATION CAB. 5, S.D. 65-A, P.T.B.C.T.
FOUND 3" STEEL FENCE POST
FOUND 1/2" IRON ROD
FOUND 1/2" IRON ROD W/CAP STAMPED "J.E. GARON RPLS 4303"
FOUND 1/2" IRON ROD W/CAP STAMPED "R.J. SURVEYING"
FOUND 1/2" IRON ROD W/CAP STAMPED "PROPERTY CORNER"
FOUND 60-D NAIL IN TOP OF 0.50x0.60 WOOD POST
SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"

To Century Land Holdings II, LLC, a Colorado limited liability company, ORRK Edgewood LLC, a Texas limited liability company, Bastrop Trinity Investors, LLC, a Texas limited liability company, Stewart Title Guaranty Company, and Prominent Title, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items items 1-4, 7-11, 13, 14, 16, 17, 18, and 19 of Table A thereof. The field work was completed on November 9, 2021.

Date of Plat or Map: January 14, 2022



JONATHAN O. NOBLES
JONATHAN O. NOBLES RPLS 110.777
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

TOTAL 385.857 ACRES

TRACT 1
382.741 ACRES

BASTROP TRINITY INVESTORS, LLC

INCLUDING ALL OF

A CALLED 1.455 ACRES

AND

REMAINING PORTION OF CALLED 384.406 ACRES

DOC. NO. 201907584

O.P.B.C.T.

ELGIN M.U.D. 1

[100]

APPROXIMATE LOCATION OF POND

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TRACT 3 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail found in the top of a fence post at an angle point in the southerly line of said 384.406-acre tract and the most northerly line of a called 103.11-acre tract of land as conveyed unto Linda Jackson and Sheila Harrison in Volume 968, Page 194, of the Official Records of Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract, from which a 3-inch steel fence post found at the most westerly corner of the 384.406-acre tract bears N 63°01'42" E, a distance of 1,093.86 feet;

THENCE, over and across the 384.406-acre tract the following (3) courses;

1) N 27°58'18" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 62°01'42" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 27°58'18" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the aforementioned 103.11-acre tract, the most southerly corner of the herein described tract, from which a 1/2-inch iron rod found at a northerly corner of said 103.11-acre tract bears S 62°01'42" E, a distance of 1,115.86 feet;

THENCE, N 62°01'42" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 4 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 5 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 6 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 7 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 8 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 9 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (3) courses;

1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;

2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;

3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406-acre tract and the 384.406-acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the POINT OF BEGINNING and containing 1.003 acres of land, more or less.

TRACT 10 METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406-acre tract at the most northerly corner of a called 50-acre tract of land as conveyed unto Martha Neidig and Heine Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the POINT OF BEGINNING and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following (

Exhibit “B”

Commercial Property

[see attached]

ELGIN BUSINESS PARK

FINAL PLAT

LEGAL DESCRIPTION

BEING 33.146 ACRES OF LAND LYING IN AND SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59 AND THE JONATHON BURLESON SURVEY, ABSTRACT 18, ALL IN BASTROP COUNTY, TEXAS, AND BEING ALL OR A PORTION OF THOSE CERTAIN 58 ACRE, 0.257 ACRE, AND 0.116 ACRE TRACTS OF LAND CONVEYED TO HAROLD E. DILDY BY DEEDS RECORDED IN VOL. 122, PAGE 582; VOL. 444, PAGE 367 AND VOL. 413, PAGE 856, RESPECTIVELY, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 33.146 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY 1999;

BEGINNING, at an iron rod found on the southerly right of way line of U.S. Highway 290 for the northeasterly corner of Lot 2, Sopko and Keeling Subdivision as recorded by plat in Cabinet 3, Page 65-B of the plat records of Bastrop County, Texas and the northwest corner of said 0.116 acre tract;

THENCE, along said right of way line, S 38°47'58" E a distance of 116.16 feet to an iron rod found for the northeast corner of said 0.116-acre tract and S 51°54'11" E a distance of 61.86 feet to an iron rod found for the northwesterly corner of that certain 2.201-acre tract conveyed to Donald Esperanza by deed recorded in Vol. 811, Page 156 of said deed records;

THENCE along said Esperanza tract:

1. S 52°13'12" W, a distance of 68.03 feet to an iron rod found for point of curvature of a curve to the left;
2. a length of 233.86 feet along the arc of said curve to the left having a radius of 670.00 feet and a chord bearing S 42°15'17" W a distance of 232.67 feet to an iron rod found;
3. S 32°12'08" W, a distance of 222.72 feet to an iron rod found for the southwest corner of said Esperanza tract;
4. S 57°46'35" E a distance of 181.07 feet to an iron rod set for corner on the west line of that certain 19.57-acre tract of land conveyed to Elgin Veterinary Hospital by deed recorded in Vol. 332, Page 589 of said deed records and from which an iron rod found for the southeast corner of said Esperanza tract bears S 57°46'35"E, a distance of 18.99 feet;

THENCE, S 30°32'03" W a distance of 643.77 feet along said line to an iron rod found for the southwest corner of said 19.57-acre tract;

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

That I, Gladys Markert, President of the Elgin Economic Development Corporation, owner of the 33.146 acres of land shown hereon and Ronnie McDonald, County Judge, Bastrop County, Texas, owner of the 0.162 acre tract shown hereon, being a part of the JONATHON BURLESON SURVEY A-18 and the ELIZABETH STANDIFER SURVEY A-59, do hereby subdivide said 33.308 acre tract in accordance with the plat, to be known as Elgin Business Park, and do hereby dedicate to the public all streets and easements as shown hereon.

WITNESS my hand this 16 day of January, 2000, A.D.

Ronnie McDonald
Ronnie McDonald, County Judge
Bastrop County, Texas

Gladys Markert
Gladys Markert, President
Elgin Economic Development Corp.

STATE OF TEXAS
COUNTY OF BASTROP

BEFORE ME, the undersigned authority, on this day personally appeared, Gladys Markert, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations hereon expressed.

WITNESS my hand this 3 day of August, 2000, A.D.

Shirley Garvel
SHIRLEY GARVEL
Notary Public, State of Texas
My Commission Expires
MARCH 28, 2004

Shirley Garvel
Notary Public in and for the County
of Bastrop, Texas

STATE OF TEXAS
COUNTY OF BASTROP

BEFORE ME, the undersigned authority, on this day personally appeared, Ronnie McDonald, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations hereon expressed.

WITNESS my hand this 16th day of January, 2000, A.D.

Paul S. Boedeker
Notary Public in and for the County
of Bastrop, Texas

STATE OF TEXAS
COUNTY OF BASTROP

ACCEPTED AND APPROVED for record by the Planning and Zoning Commission, City of Elgin, Texas said property being with the city limits of the City of Elgin on the 27 day of March, 2000.

Gaby N. Cooke
Secretary

Ronald O. Cuppon
Chairman

THENCE, N 59°24'49" W a distance of 1419.22 feet along the south line of said 58 acre tract to an iron rod found for the southeast corner of that certain 7.15-acre tract conveyed to William Ray Parker by deed recorded in Vol. 156, Page 452 of the said deed records;

THENCE, N 30°39'44" E, a distance of 765.60 feet to an iron rod set on the southerly line of Lot 5, Block "1", Harold Dildy Subdivision as recorded in Cabinet 1, Page 17-B of the Bastrop County Plat Records;

THENCE, N 80°58'47" E, a distance of 462.35 feet along said subdivision to an iron rod set for the southeasterly corner of Lot 1, Block "1" of said subdivision and the southwesterly corner of the said 0.257-acre tract;

THENCE, N 10°39'11" W, a distance of 223.88 feet along the east line of said Lot 1 to an iron rod found for the northeast corner of said Lot 1 and lying on the southerly line of the Upper Elgin-River Road;

THENCE, N 82°54'02" E, a distance of 80.15 feet along said line to an iron rod set for corner;

THENCE, S 10°39'11" E, a distance of 242.59 feet to an iron rod set for corner on the southerly line of that certain 0.194-acre tract conveyed to Bastrop County by deed recorded in Volume 444, Page 363 of said deed records;

THENCE, S 66°16'59" E, a distance of 347.04 feet along the southerly line of said 0.194-acre tract to an iron rod found for the easterly corner of said tract and the southwesterly corner of Lot 1 of the Sopko and Keeling Subdivision;

THENCE, along said subdivision, S 45°22'02" E, a distance of 361.40 feet to an iron rod found for the southeasterly corner of Lot 2 of said subdivision and N 36°51'44" E, a distance of 163.59 feet to the Point of Beginning and containing 33.308 acres of land, more or less.

PROPOSED STREETS HAVE 80' R.O.W. AND ARE 36' WIDE CONCRETE PAVING W/CURB AND GUTTER (TOTAL OF 2550 L.F.)

ALL PROPOSED STREETS AND EASEMENTS SHOWN SHALL BE DEDICATED TO THE CITY OF ELGIN.

COUNTY CLERK APPROVAL

STATE OF TEXAS

COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS;

I, Shirley Markert, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the day of January, 2000 A.D., at 8:10 o'clock P.M., and duly recorded this the day of Jan. 26, 2000 A.D., at 8:10 o'clock P.M., in the Plat Records of said County in Cabinet 4, Slide 20-A

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Bastrop, Texas, the dat last shown above written

Shirley Markert, Clerk County Court
of Bastrop County, Texas

By: _____ Deputy

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

That I, Paul S. Boedeker, do hereby certify that the information contained on this plat complies with the subdivision ordinances and the stormwater drainage policy adopted by the City of Elgin, Texas and that the subject property does not appear to lie in the 100-year flood plain according to the Flood Insurance Rate Maps (F.I.R.M.) Community No. 481155, Panel No. 0003 A, dated August 19, 1991.

Paul S. Boedeker
43724
REGISTERED
PROFESSIONAL ENGINEER

Paul S. Boedeker
Paul S. Boedeker, P.E.

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

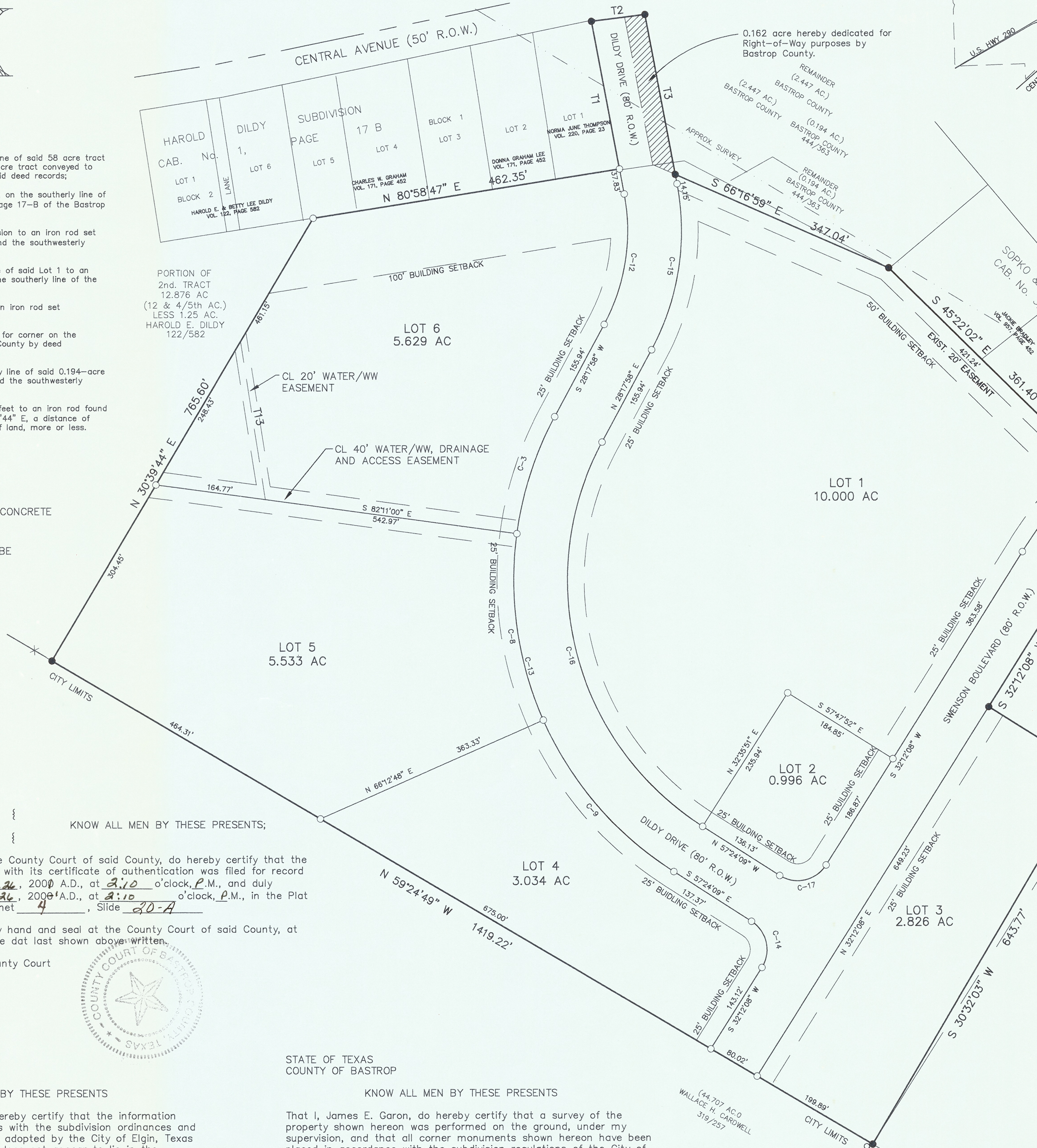
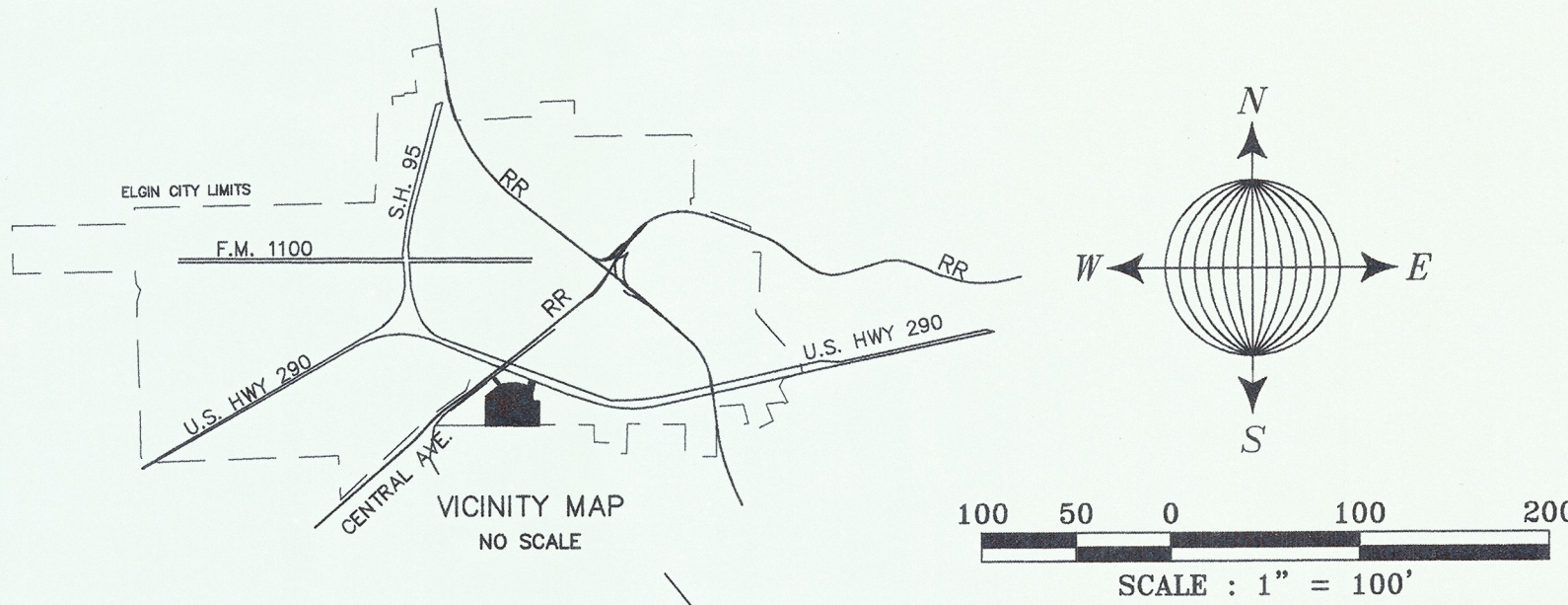
That I, James E. Garon, do hereby certify that a survey of the property shown hereon was performed on the ground, under my supervision, and that all corner monuments shown hereon have been placed in accordance with the subdivision regulations of the City of Elgin, Texas.

James E. Garon
James E. Garon, R.P.L.S.

FILED JAN 26 2001

Shirley Markert

Shirley Markert
COUNTY CLERK
BASTROP COUNTY, TEXAS



LEGEND

- 1/2" REBAR FOUND
- 1/2" PIPE SET (UNLESS NOTED)
- 1/2" PIPE FOUND (UNLESS NOTED)
- 604 NAIL FOUND
- 604 NAIL SET
- TREE (SIZE & TYPE NOTED)
- FENCE POST FOUND
- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- RECORD CALL

TANGENT	BEARING	LENGTH
T1	N 10°39'11" W	223.88'
T2	N 82°54'02" E	80.15'
T3	S 10°39'11" E	242.59'
T6	N 36°51'44" E	163.59'
T7	S 38°47'58" E	116.16'
T8	S 51°54'11" E	61.86'
T9	S 52°13'12" W	68.03'
T12	S 57°46'35" E	181.07'
T13	S 08°47'54" E	238.91'

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-1	670.00'	19°59'54"	118.13'	233.86'	232.67'	S 42°15'17" W

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-3	515.00'	20°29'13"	93.07'	184.15'	183.17'	S 18°53'21" W
C-4	750.00'	12°27'53"	81.81'	163.16'	162.84'	S 38°59'04" W
C-5	515.00'	31°36'12"	145.75'	284.07'	280.48'	S 07°59'21" W
C-6	515.00'	33°36'40"	155.54'	302.11'	403.57'	S 40°35'17" W
C-7	750.00'	07°33'11"	49.51'	98.87'	98.80'	S 48°26'37" W
C-8	295.00'	38°57'07"	104.33'	200.55'	196.71'	S 08°49'22" W
C-9	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-10	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-11	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-12	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-13	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-14	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-15	515.00'	85°42'05"	477.74'	770.32'	700.49'	S 14°33'05" W
C-16	435.00'	85°42'05"	403.53'	650.86'	581.68'	S 14°33'04" W
C-17	50.00'	90°23'43"	50.35'	78.86'	70.95'	S 77°24'00" W
C-18	750.00'	20°01'04"	132.37'	262.03'	260.70'	N 42°12'40" W

OWNER:
ELGIN ECONOMIC DEVELOPMENT CORPORATION
PRESIDENT, GLADYS MARKERT
P.O. BOX 591
ELGIN, TEXAS 78621

SURVEYOR:

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS

1009 CHESTNUT STREET
BASTROP, TEXAS 78602
512-303-4185

ENGINEER:
HUNTER ASSOCIATES TEXAS, LTD.
ENGINEERS/PLANNERS/SURVEYORS

1106 CLAYTON LANE, SUITE #410E
AUSTIN, TEXAS 78723

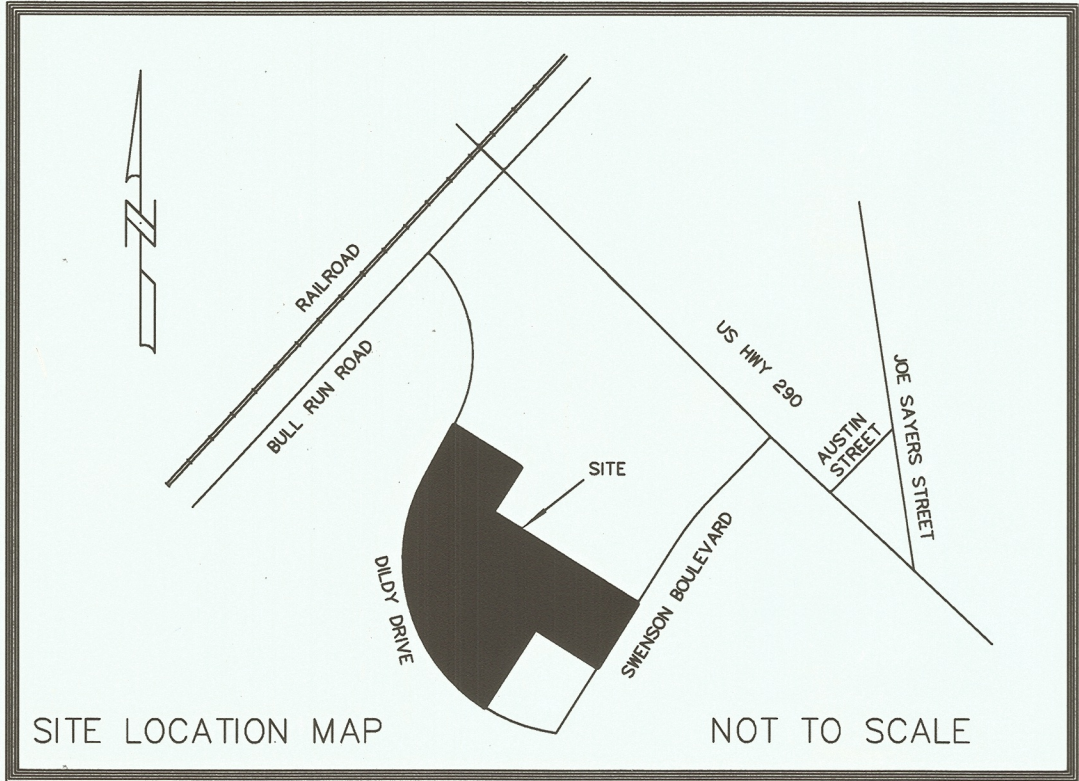
DALLAS 214-369-9171
AUSTIN 512-454-8716

FINAL PLAT:

5/173-B

ELGIN BUSINESS PARK
AMENDED PLAT OF A PORTION OF LOT 1

AN AMENDED PLAT OF 4.655 ACRES OF LAND OUT OF LOT 1,
ELGIN BUSINESS PARK, A SUBDIVISION IN THE CITY OF ELGIN,
PER (3/188A) AND (4/20A), PLAT RECORDS OF BASTROP
COUNTY, TEXAS



GENERAL NOTES:

- THIS PROPERTY IS WITHIN THE CITY LIMITS AND ETJ OF ELGIN, BASTROP COUNTY, TEXAS
- ZONING: C 3 COMMERCIAL
- 4.655 ACRES TOTAL COMPRISED BY LOT 1: 1.173 ACRES, LOT 2: 1.176 ACRES AND LOT 3: 2.306 ACRES.
- WATER SERVICE PROVIDED BY THE CITY OF ELGIN
- WASTEWATER SERVICE PROVIDED BY THE CITY OF ELGIN
- ELECTRIC SERVICE PROVIDED BY ONCOR ELECTRIC
- GAS SERVICE PROVIDED BY CENTER POINT ENERGY ENTEX
- ANY ADDITIONAL DEVELOPMENT OR IMPROVEMENTS WILL BE DONE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE CITY OF ELGIN SUBDIVISION ORDINANCE.
- BUILDING SETBACKS WILL BE PER THE CITY OF ELGIN ZONING ORDINANCE.
- NO NEW STREETS ARE INCLUDED WITHIN THIS SUBDIVISION.
- NO NATURAL DRAINAGE COURSES OBSERVED IN PLACE ON THIS PROPERTY.
- NOTE: PER ITEMS 1 AND 10 E, F, G, H, I, J, K AND L OF SCHEDULE B OF THE TITLE COMMITMENT 1429723 DATED DECEMBER 4, 2014, THIS PROPERTY IS SUBJECT TO:
 - RESTRICTIVE COVENANTS, EASEMENTS, EASEMENT RIGHTS AND/OR RESERVATIONS (3/188A - PLAT) (4/20A - PLAT) (1116/595) (1130/169)
 - RIGHT(S) OF THE CITY OF ELGIN, TEXAS, TO THE USE AND MAINTENANCE OF WATER, GAS, AND/OR ANY OTHER UTILITY LINE(S)
 - 25' BUILDING SETBACK LINE(S) (DEPICTED HEREON)
 - 35' BUILDING SETBACK LINE(S) ALONG RIGHT-OF-WAYS (1116/595) CHANGED TO 25' (1130/169)
 - 15' BUILDING SETBACK LINE(S) COMMON WITH ADJACENT PROPERTY (DEPICTED HEREON)
- ALL LOTS SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, EASEMENTS, SET-BACKS AND NOTES FROM ELGIN BUSINESS PARK SUBDIVISION, (3/188A), (4/20A), PLAT RECORDS OF BASTROP COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION:

4.655 ACRES, ELIZABETH STANDIFER SURVEY, ABSTRACT 59, CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING A PORTION OF LOT 1, ELGIN BUSINESS PARK PER CABINET 3, PAGE 188A AND CABINET 4, PAGE 20A, PLAT RECORDS OF BASTROP COUNTY CONVEYED TO ELGIN ECONOMIC DEVELOPMENT CORPORATION PER VOLUME 1992, PAGE 262, OFFICIAL RECORDS OF BASTROP COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND FOR THE EASTERNMOST SOUTHEAST CORNER HEREOF, THE COMMON EAST CORNER OF LOTS 1 AND 2 OF SAID SUBDIVISION AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SWENSON BOULEVARD (80' R.O.W.);

THENCE N 57°47'52" W, 184.82 FEET (BEARING BASIS PER CABINET 3, PAGE 188A AND CABINET 4, PAGE 20A) TO AN IRON ROD FOUND AND S 32°34'49" W, 235.99 FEET ALONG THE COMMON LINE OF SAID LOTS 1 AND 2 TO AN IRON ROD FOUND FOR THE SOUTHEASTERNMOST SOUTHEAST CORNER HEREOF AND A POINT ON THE CURVING NORTHERLY OR EASTERLY RIGHT-OF-WAY LINE OF DILDY DRIVE (80' R.O.W.);

THENCE 651.09 FEET ALONG THE ARC TO THE RIGHT OF THE CURVING NORTHERLY OR EASTERLY LINE OF SAID DILDY DRIVE WITH A CENTRAL ANGLE OF 85°45'30", A RADIUS OF 435.00 FEET AND A CHORD BEARING OF N 14°33'52" W, 592.00 FEET TO AN IRON ROD FOUND FOR THE ENDPOINT OF SAID CURVE AND N 28°23'08" E, 151.61 FEET CONTINUING ALONG THE EASTERLY LINE OF SAID DILDY DRIVE TO AN IRON ROD SET FOR THE NORTHWEST CORNER HEREOF;

THENCE THE FOLLOWING THREE (3) COURSES OVER AND ACROSS SAID LOT 1:
1) S 57°47'11" E, 197.68 FEET TO AN IRON ROD FOUND;
2) S 32°12'49" W, 134.61 FEET TO AN IRON ROD FOUND;
3) S 57°47'11" E, 430.16 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER HEREOF AND A POINT ON THE WEST LINE OF SAID SWENSON BOULEVARD;

THENCE S 32°12'49" W, 186.05 FEET ALONG THE WEST LINE OF SAID SWENSON BOULEVARD TO THE POINT OF BEGINNING, ENCOMPASSING 4.655 ACRES.

FLOOD NOTE:

THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NO. 48021C 0075 E DATED JAN. 19, 2006.
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY. DOES NOT INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY.

STATE OF TEXAS
COUNTY OF BASTROP

I, C. RICHARD RALPH, STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THIS PLAT WAS PREPARED, AND ALL CORNER MONUMENTS PLACED, IN ACCORDANCE WITH THE CITY OF ELGIN SUBDIVISION REGULATIONS FROM AN ACTUAL, ACCURATE SURVEY PERFORMED UNDER MY SUPERVISION.

BY:

PROFESSIONAL LAND SURVEYORS
116 TAHITIAN DRIVE
BASTROP, TEXAS 78692

C. RICHARD RALPH, R.P.L.S. 4758

02/19/15



PROFESSIONAL
LAND SURVEYORS

C. RICHARD RALPH, R.P.L.S. NO. 4758
116 TAHITIAN DRIVE
BASTROP, TEXAS 78602

PH: (512) 303-0952
FAX: (512) 332-0961
PROFLNDSUR@aol.com



REVISIONS: ADDRESS REVIES COMMENTS 03/09/15
ADDRESS REVIES COMMENTS 03/25/15

DRAWN: PMH
DATE: 02/19/2015

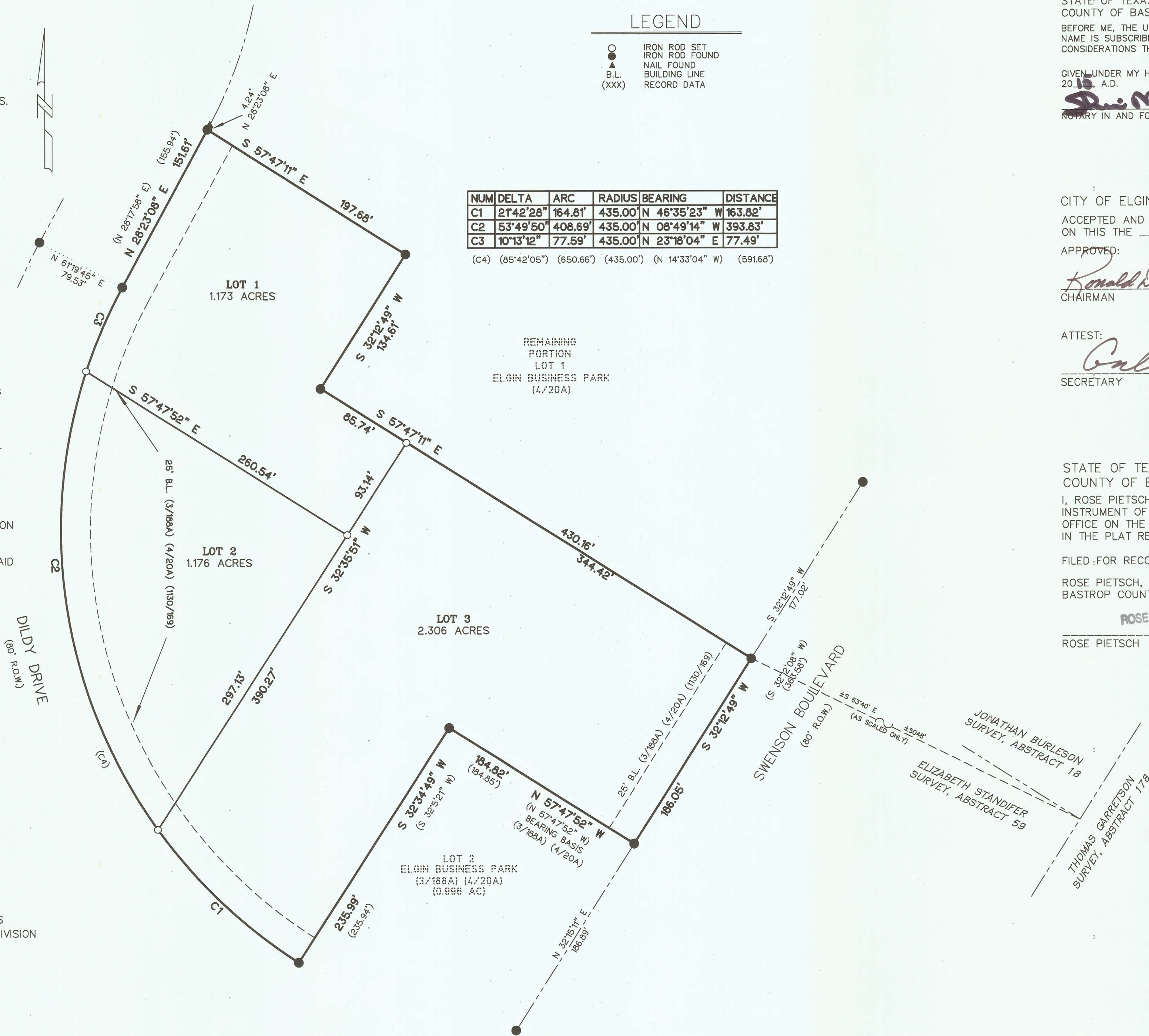
FIELD BOOK: 139/42
PROJ: 14174

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- NAIL FOUND
- BUILDING LINE
- RECORD DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°42'28"	164.81'	435.00'	N 46°35'23" W	163.82'
C2	53°49'50"	408.69'	435.00'	N 08°49'14" W	393.83'
C3	10°13'12"	77.59'	435.00'	N 23°16'04" E	77.49'

(C4) (85°42'05") (650.66') (435.00') (N 14°33'04" W) (591.68')



STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS THAT WE, ELGIN ECONOMIC DEVELOPMENT CORPORATION, ACTING BY AND THROUGH JOE NEWMAN, EXECUTIVE DIRECTOR, OWNERS OF 4.655 ACRES OF LAND OUT OF LOT 1, ELGIN BUSINESS PARK, A SUBDIVISION IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS PER CABINET 3, PAGE 188A AND CABINET 4, PAGE 20A, PLAT RECORDS OF BASTROP COUNTY BEING CONVEYED US PER VOLUME 1992, PAGE 262, OFFICIAL RECORDS OF BASTROP COUNTY, DO HEREBY AMEND SAID 4.655 ACRES OF LOT 1, IN ACCORDANCE WITH THE ACCOMPANYING PLAT TO BE KNOWN AS:

ELGIN BUSINESS PARK AMENDED PLAT OF A PORTION OF LOT 1

AND DO HEREBY DEDICATE TO THE PUBLIC ANY STREETS AND/OR EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, NOT RELEASED.

WITNESS MY HAND THIS THE 28th DAY OF April, 2015, A.D.

Joe Newman

ELGIN ECONOMIC DEVELOPMENT CORPORATION
BY: JOE NEWMAN
EXECUTIVE DIRECTOR
P.O. BOX 591
ELGIN, TEXAS 78621

STATE OF TEXAS
COUNTY OF BASTROP

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOE NEWMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF April, 2015, A.D.

Shirley Marking

NOTARY IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES: 4/6/17

CITY OF ELGIN ACKNOWLEDGEMENT

ACCEPTED AND APPROVED FOR RECORD BY THE PLANING AND ZONING COMMISSION, CITY OF ELGIN ON THIS THE 22 DAY OF APRIL, 2015, A.D.

APPROVED:

Ronald D. Cuff

CHAIRMAN

ATTEST:

Caloshe

SECRETARY

STATE OF TEXAS
COUNTY OF BASTROP

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 11th DAY OF June, 2015, A.D., AT 1:30 O'CLOCK P.M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET NO. 5, PAGE(S) 173-B.

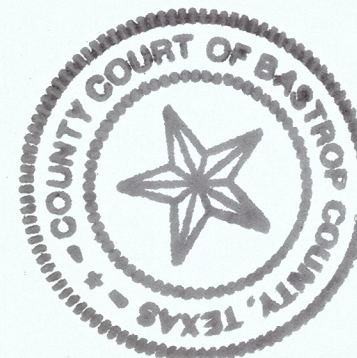
FILED FOR RECORD THIS THE 11th DAY OF June, 2015, A.D.

ROSE PIETSCH
BASTROP COUNTY, TEXAS

ROSE PIETSCH

BY: Mary Casey
DEPUTY

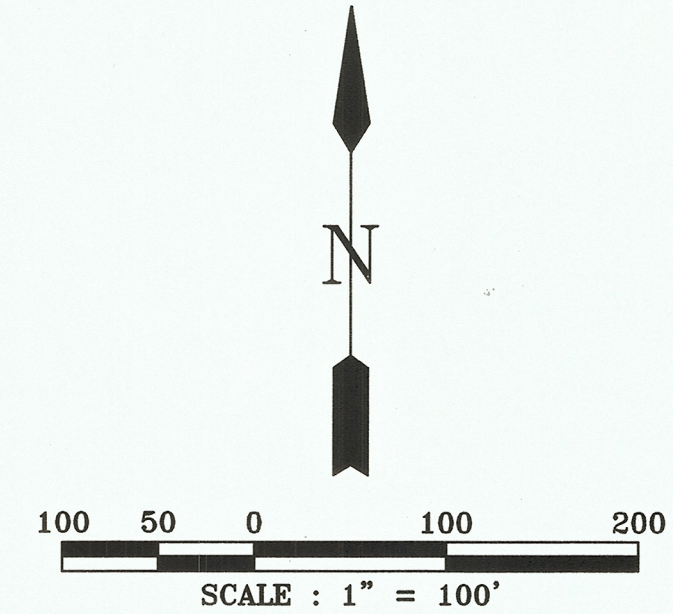
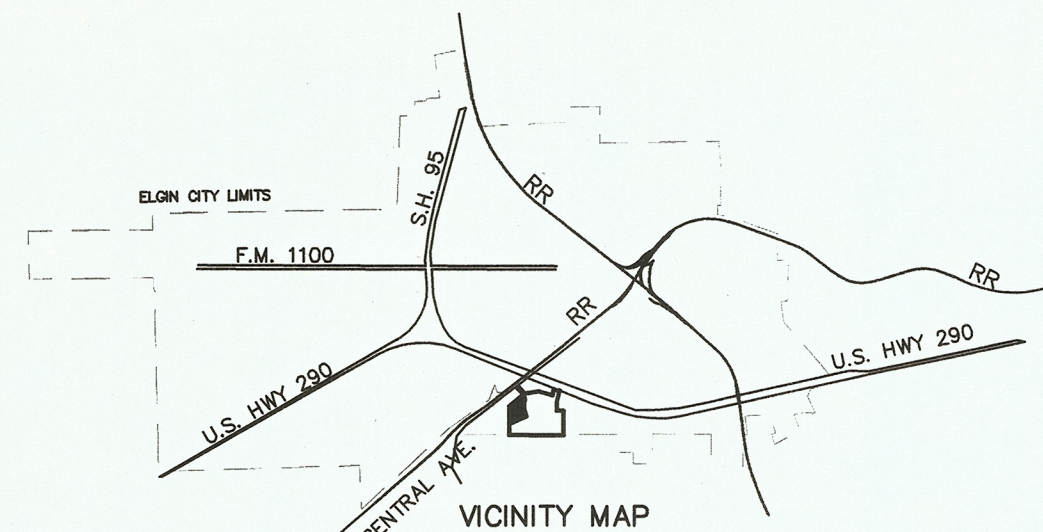
FILED JUN 11 2015
Rose Pietsch
COUNTY CLERK
BASTROP COUNTY, TEXAS



OWNERS:	ELGIN ECONOMIC DEVELOPMENT CORPORATION P.O. BOX 591 ELGIN, TEXAS 78621
ACREAGE:	4.655 ACRES
NUMBER OF LOTS:	3
NUMBER OF BLOCKS:	
DILDY DRIVE	80' R.O.W.
SWENSON BOULEVARD	80' R.O.W.
LINEAR FEET OF NEW STREETS:	NO ADDITIONAL RIGHT-OF-WAY
DATE:	02/19/2015
SURVEYOR:	PROFESSIONAL LAND SURVEYORS 116 TAHITIAN DRIVE BASTROP, TEXAS 78602 C. RICHARD RALPH, RPLS 4758
ENGINEER:	N/A

LOT 6 RESUBDIVISION

OF THE ELGIN BUSINESS PARK



LEGEND

● 1/2" REBAR FOUND

○ 1/2" REBAR SET

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

That I, Sylvia Ramirez, President of the Elgin Economic Development Corporation, owner of the 5.629-acres of land shown hereon being a part of the ELIZABETH STANDIFER SURVEY A-18, do hereby subdivide said 5.629-acre tract in accordance with the plat, to be known as Lots 6-A, 6-B and 6-C of the Elgin Business Park.

WITNESS my hand this 3rd day of April, 2007, A.D.

Sylvia Ramirez
Sylvia Ramirez, President
Elgin Economic Development Corp.

STATE OF TEXAS
COUNTY OF BASTROP

BEFORE ME, the undersigned authority, on this day personally appeared, Sylvia Ramirez, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations hereon expressed.

WITNESS my hand this day of 2007, A.D.

Notary Public in and for the County of Bastrop, Texas

BEFORE ME, the undersigned authority, on this day personally appeared, Sylvia Ramirez, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations hereon expressed.

WITNESS my hand this 3rd day of April, 2007, A.D.

Duff Mackillop
Notary Public in and for the County of Bastrop, Texas

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

That I, Paul S. Boedeker, do hereby certify that a survey of the property shown hereon was performed on the ground, under my supervision, and that all corner monuments shown hereon have been placed in accordance with the subdivision regulations of the City of Elgin, Texas.

Paul S. Boedeker
Paul S. Boedeker, R.P.L.S.

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS

That I, Paul S. Boedeker, do hereby certify that the information contained on this plat complies with the subdivision ordinances and the stormwater drainage policy adopted by the City of Elgin, Texas and that the subject property does not appear to lie in the 100-year flood plain according to the Flood Insurance Rate Maps (F.I.R.M.) Community No. 481193, Panel No. 0100 E, dated January 19, 2006.

Paul S. Boedeker
Paul S. Boedeker, P.E.

STATE OF TEXAS
COUNTY OF BASTROP

ACCEPTED AND APPROVED for record by the Planning and Zoning Commission, City of Elgin, Texas said property being with the city limits of the City of Elgin on the 3rd day of Nov, 2007.

Carol N. Cook
Secretary

Sarahy McCarther
Chairman

COUNTY CLERK APPROVAL

STATE OF TEXAS }
COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS;

I, ROSE PIETSCH, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the day of 04/05, 2007 A.D., at 8:00 o'clock, A.M., and duly recorded this the day of 04/05, 2007 A.D., at 2:00 o'clock, P.M., in the Plat Records of said County in Cabinet 5.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Bastrop, Texas, the day last shown above written.

ROSE PIETSCH, Clerk County Court of Bastrop County, Texas

By: *Lyn Williams* Deputy

FILED
APR 05 2007
COUNTY CLERK
BASTROP COUNTY, TEXAS

LEGAL DESCRIPTION

BEING 5.629 ACRES OF LAND LYING IN AND SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59 AND THE JONATHAN BURLESON SURVEY, ABSTRACT 18, ALL IN BASTROP COUNTY, TEXAS, AND BEING ALL OR A PORTION OF THOSE CERTAIN 58 ACRE, 0.257 ACRE, AND 0.116 ACRE TRACTS OF LAND CONVEYED TO HAROLD E. DILDY BY DEEDS RECORDED IN VOL. 122, PAGE 582; VOL. 444, PAGE 367 AND VOL. 413, PAGE 856, RESPECTIVELY, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 5.629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY 1999;

BEGINNING, at an iron rod found on the south eastern corner of Lot 1, Block "1", Harold Dildy Subdivision as recorded in Cabinet 1, Page 17-B of the Bastrop County Plat Records, also being the north easterly corner of Lot 6 of the Elgin Business Park recorded in Cabinet 3, Slide 188-A of the Bastrop County Plat Records and in the West right-of-way of Dildy Drive;

THENCE, along said Lot 6 of the Elgin Business Park and Dildy Drive right-of-way:

1. S 10°39'10" E, a distance of 37.83 feet to an iron rod found for a point of curvature of a curve to the right;

2. a length of 200.55 feet along the arc of said curve to the right having a radius of 295.00 feet and a chord bearing S 08°49'22" W a distance of 196.71 feet to an iron rod found;

3. S 28°17'58" W, a distance of 155.94 feet to an iron rod found for a point of curvature of a curve to the left;

4. a length of 184.15 feet along the arc of said curve to the left having a radius of 515.00 feet and a chord bearing S 18°03'21" W a distance of 183.17 feet to an iron rod set on the Southeast corner of said Lot 6 and the Northeast corner of Lot 5 of the Elgin Business Park recorded in Cabinet 1, Page 17-B of the Bastrop County Plat Records;

THENCE, N 82°11'00" W, a distance of 542.97 feet to an iron rod found on the southerly line of said Lot 6, and the northerly line of said Lot 5;

THENCE, N 30°39'44" E, a distance of 461.15 feet to an iron rod set on the southerly line of Lot 5, Block "1", Harold Dildy Subdivision as recorded in Cabinet 1, Page 17-B of the Bastrop County Plat Records;

THENCE, N 80°58'47" E, a distance of 462.35 feet along said subdivision to the point of beginning containing 5.269 acres of land more or less.

OWNER:
ELGIN ECONOMIC DEVELOPMENT CORPORATION
PRESIDENT, SYLVIA RAMIREZ
P.O. BOX 591
ELGIN, TEXAS 78621

ENGINEER / SURVEYOR:
PAUL S. BOEDEKER, P.E.
TRC ENGINEERS, INC.
505 E. HUNTLAND DR., SUITE #250
AUSTIN, TEXAS 78752

TANGENT	BEARING	LENGTH
T1	S 10°39'11" E	37.83'
T2	S 08°47'54" E	71.53'
T3	S 08°47'54" E	167.38'

CURVE REPORT						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-1	295.00'	38°57'07"	104.33'	200.55'	196.71'	S 08°49'22" W
C-2	515.00'	20°29'13"	93.07'	184.15'	183.17'	S 18°03'21" W

CURVE REPORT						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-3	295.00'	11°09'58"	28.84'	57.49'	57.40'	S 04°05'56" E
C-4	295.00'	26°48'53"	70.32'	138.06'	136.80'	S 14°53'29" W

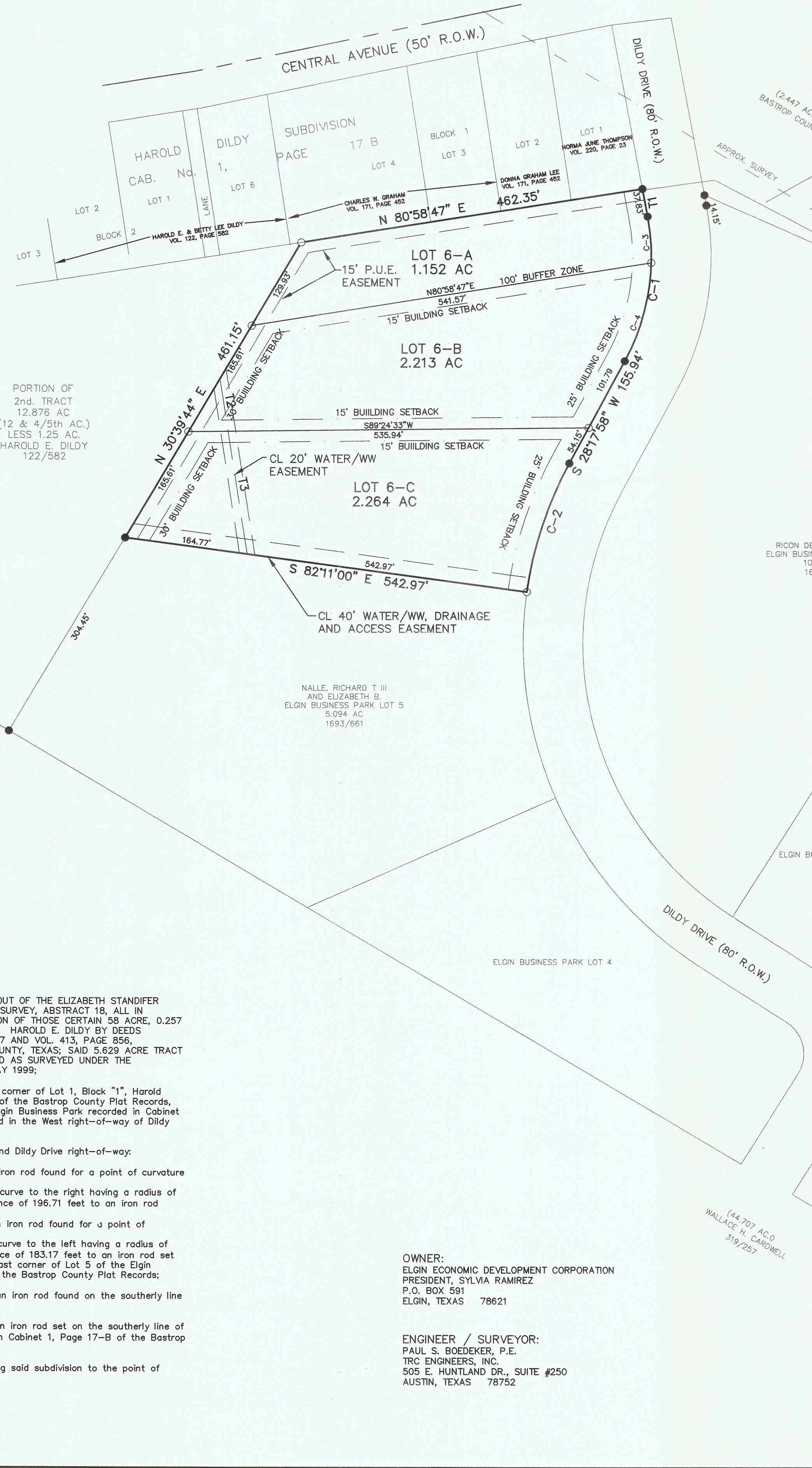
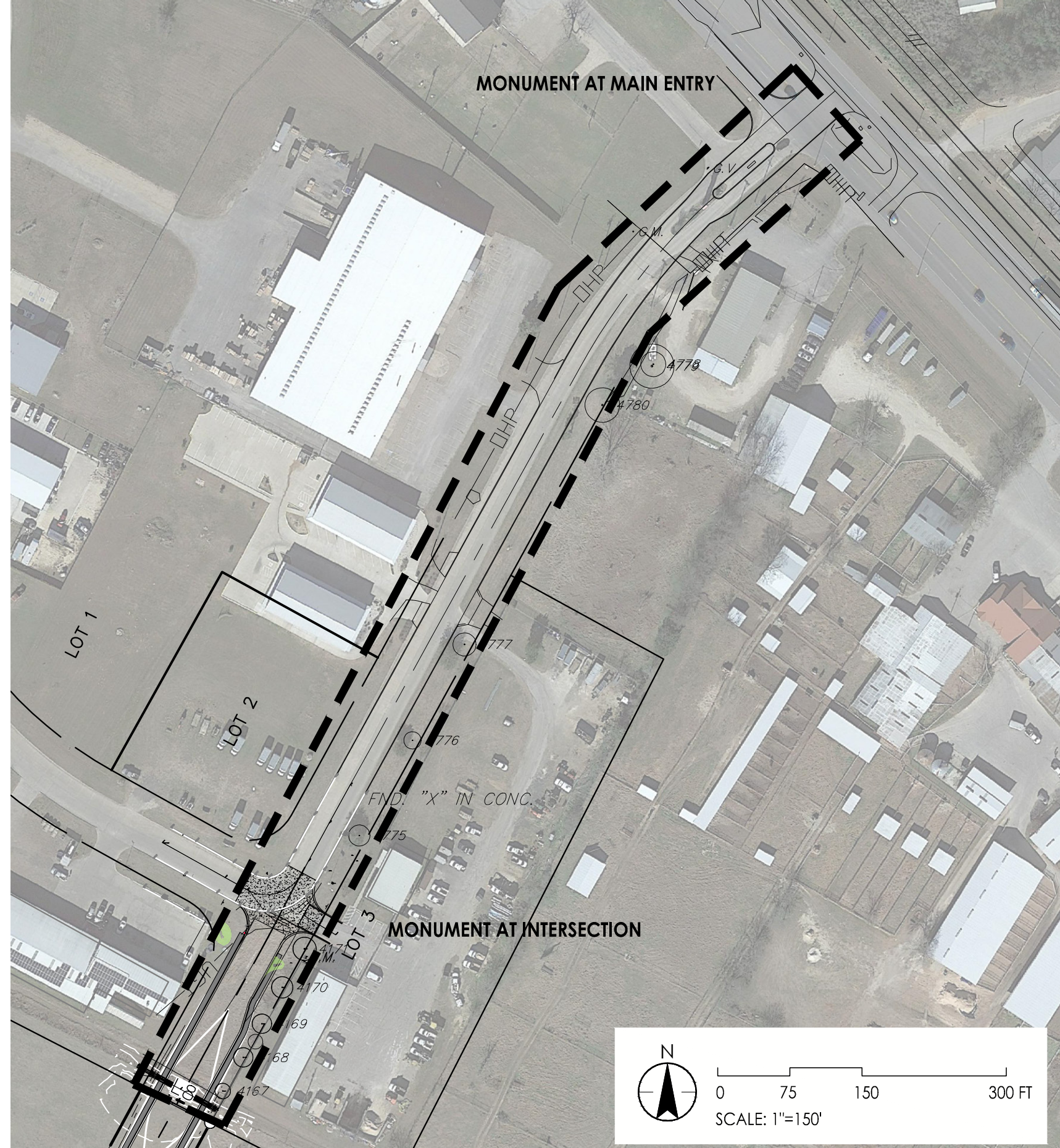


Exhibit “C”

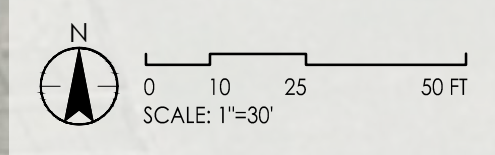
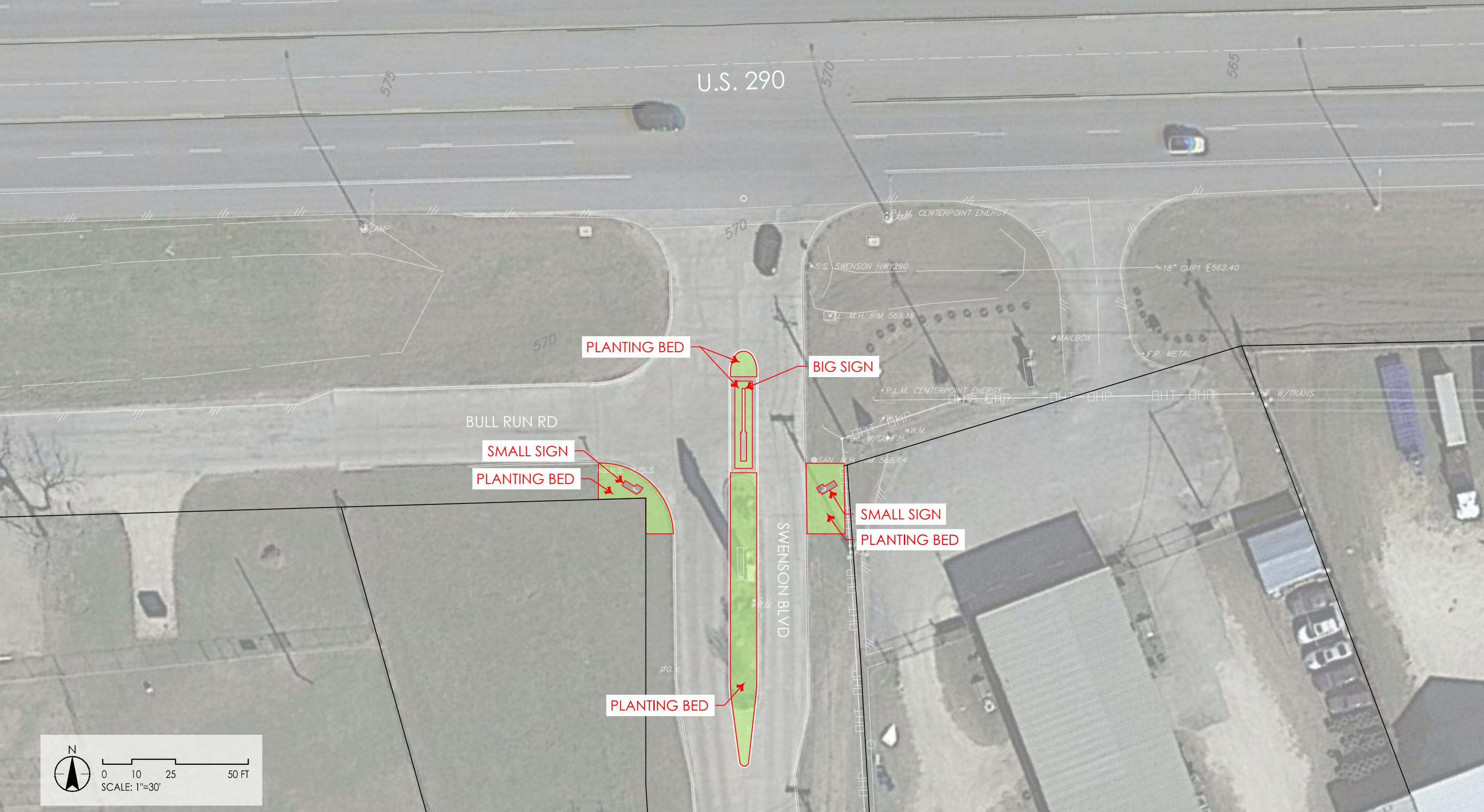
Licensed Property

[see attached]

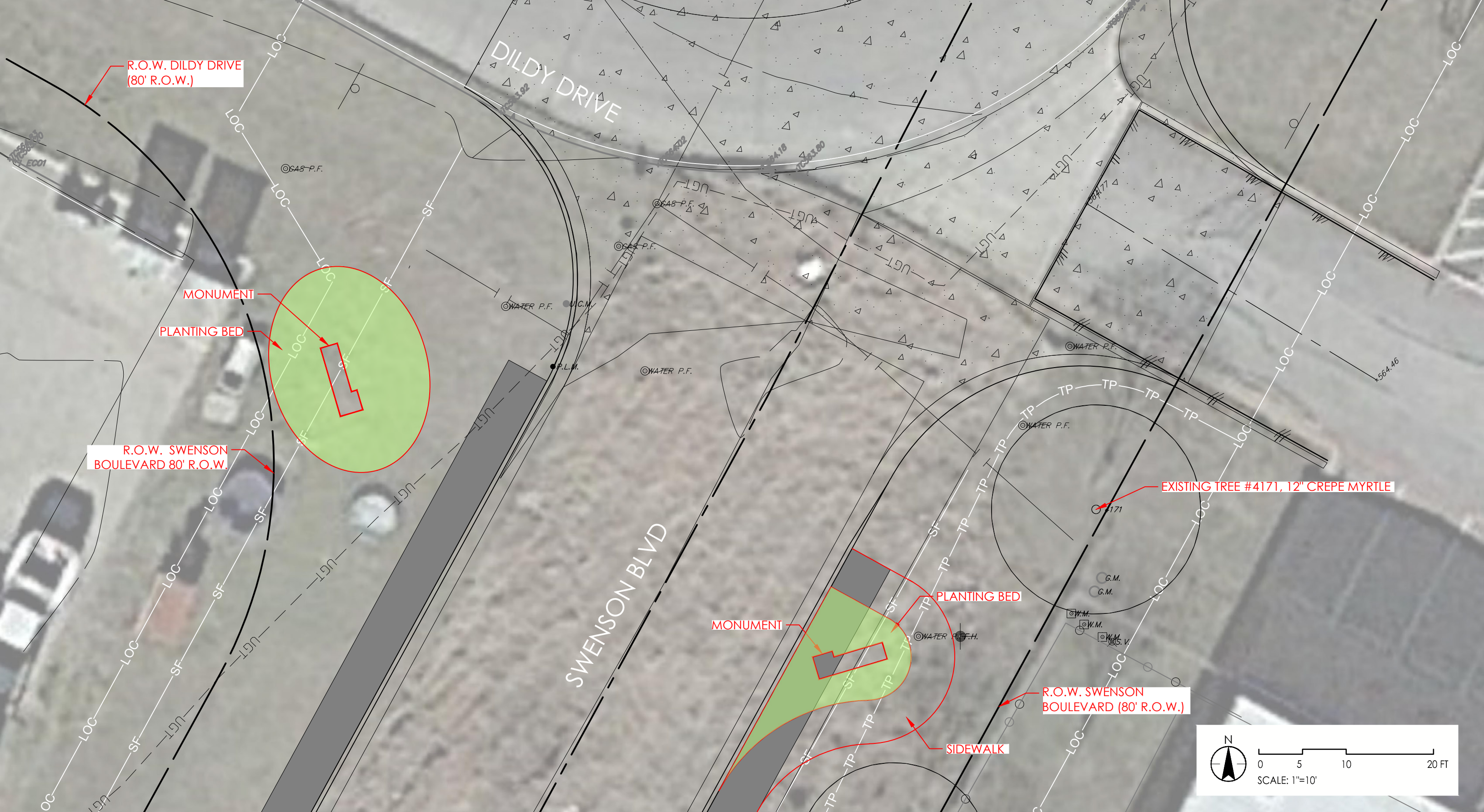


Overall Plan

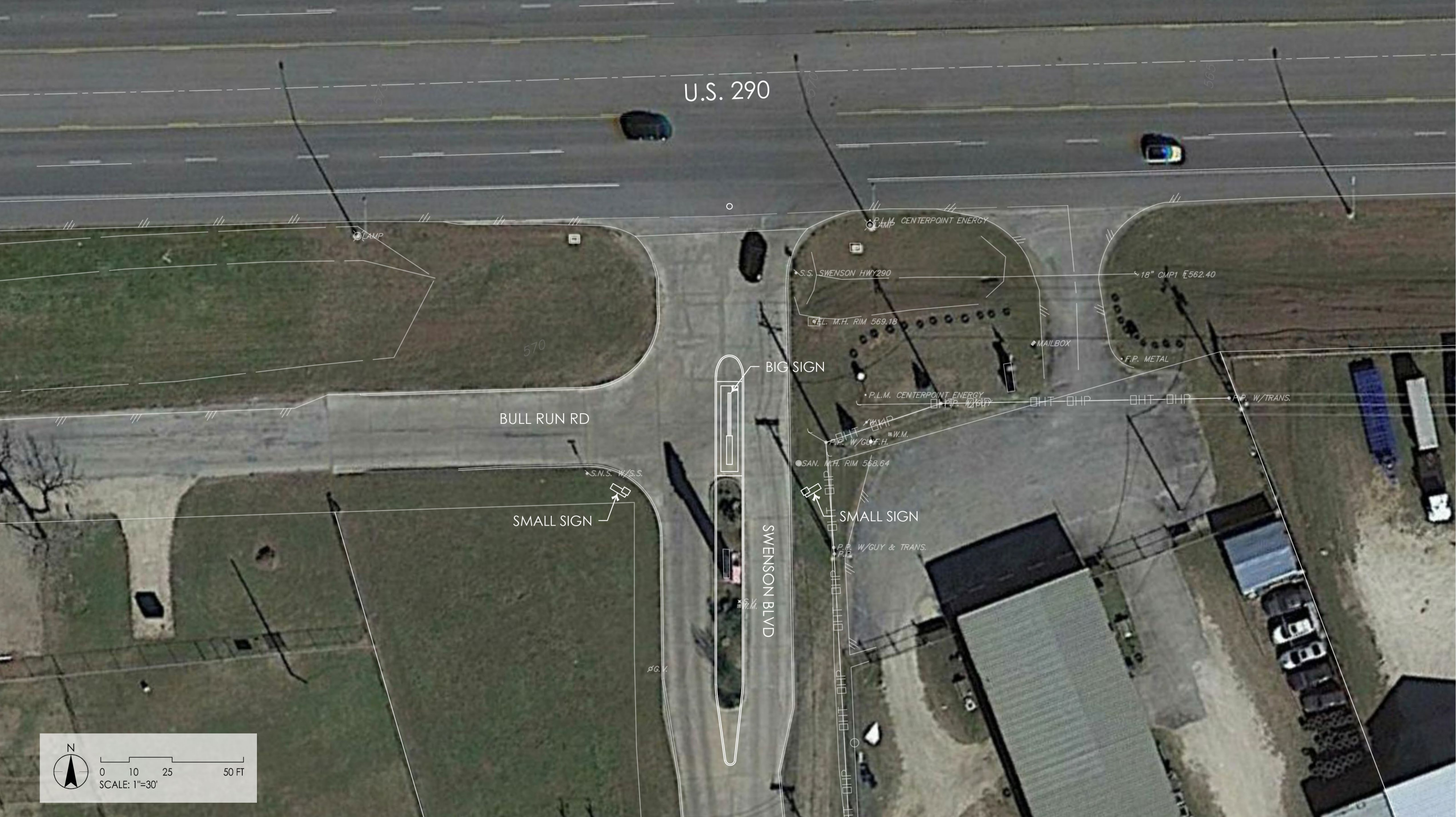




Main Entry (Swenson Boulevard & Bull Run Road)



Monument at Intersection (Swenson Boulevard & Dildy Drive)



Main Entry (Swenson Boulevard & Bull Run Road)

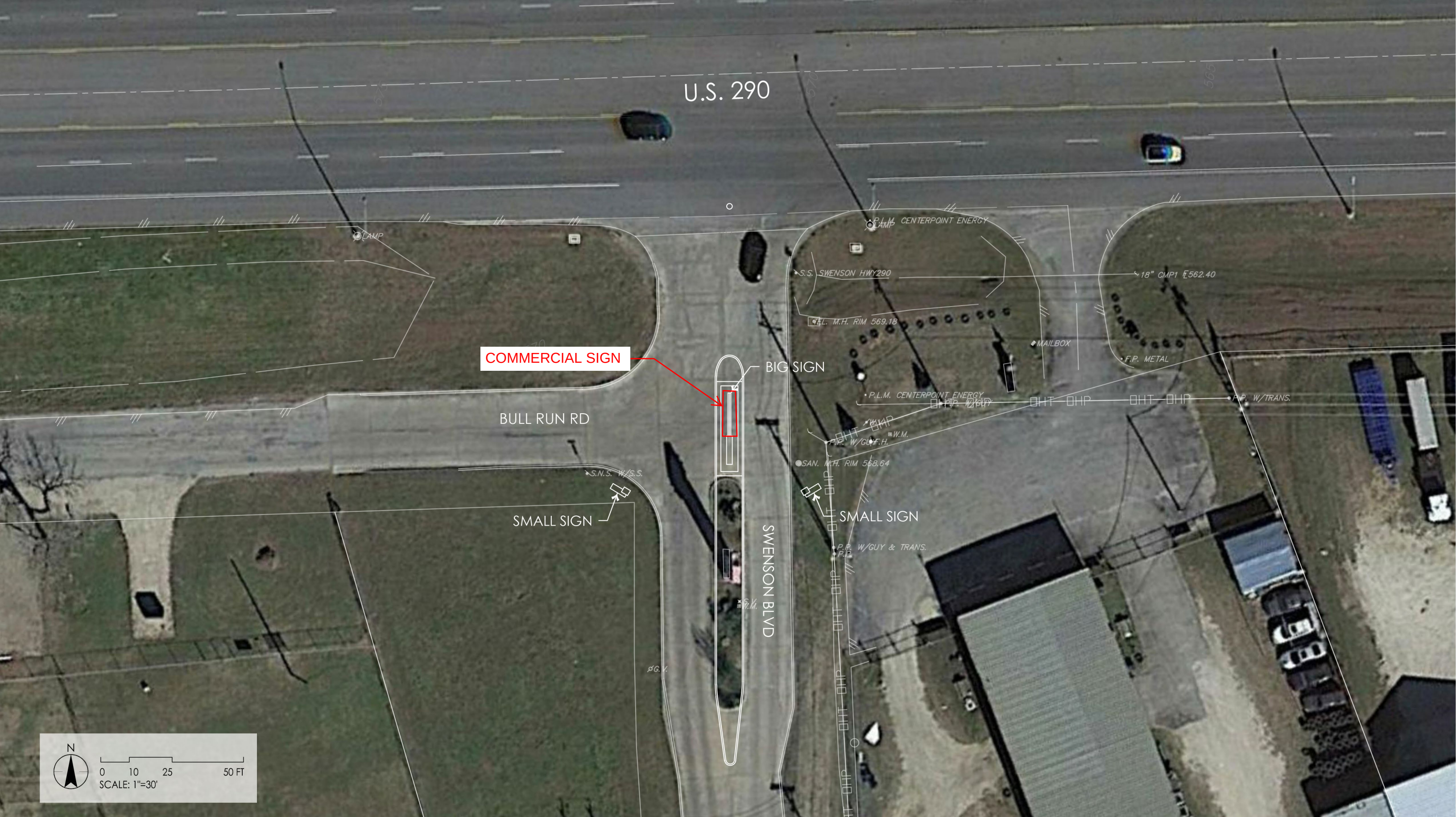


Main Entry (Swenson Boulevard & Bull Run Road)

Exhibit “D”

Commercial Property Licensed Property

[see attached]



Main Entry (Swenson Boulevard & Bull Run Road)



Main Entry (Swenson Boulevard & Bull Run Road)



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a Resolution authorizing a Development and Consent Agreement with Primavesta Land Company for the development of certain real property on County Line Road.

BACKGROUND:

Primavesta Land Company, LLC is the owner of 174.1 acres of land that it intends to develop into a residential subdivision. The land is located west of, and adjacent to, County Line Road - south of HWY 290. The land is currently outside the city limits but is within the City of Elgin Extraterritorial Jurisdiction.

Primavesta contemplates a master-planned, residential project that will include “larger” lots (R-1 zoning-compliant), the construction of a thoroughfare roadway, and parks and recreational facilities to serve the development.

As this project will be developed in phases under a master development plan, Primavesta and the City propose to provide through this Development and Consent Agreement an alternative to the City’s typical regulatory process for development, encourage innovative master-planning, and provide certainty of regulatory requirements – all of which should result in a quality development for the benefit of both current and future residents.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing a Development and Consent Agreement with Primavesta Land Company LLC for the development of certain real property on County Line Road; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution, (2) Development and Consent 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 MAYOR TO EXECUTE A
DEVELOPMENT AND CONSENT AGREEMENT WITH
PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, city staff has reviewed and negotiated a conceptual plan with Primavesta Land Company, LLC for the development of certain real property on County Line Road within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the Primavesta Land Company project contemplates a master-planned, residential project that will include “larger” lots (R-1 zoning-compliant), the construction of a thoroughfare roadway, and parks and recreational facilities to serve the development; and,

WHEREAS, the city staff is now recommending a Development and Consent Agreement with Primavesta Land Company to memorialize for the record terms and conditions for development of said property.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement* with Primavesta Land Company, LLC, 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 2nd day of May, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

AND

PRIMAVESTA LAND COMPANY, LLC

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development 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 **Primavesta Land Company, LLC** (the “Developer”).

INTRODUCTION

The Developer currently owns 174.1 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof.

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned residential community that will also include 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 Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

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 Development Agreement between the City and Developer.

City: The City of Elgin, Texas, a home-rule city located in both Bastrop County, and Travis County, Texas, with extraterritorial jurisdiction extending into both Bastrop County and 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 B**, 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: Primavesta Land Company, LLC, or its successors and assigns under this Agreement.

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

Height: As defined in the City's Code of Ordinances, as currently amended.

Impervious Coverage: Means construction limiting the absorption of water by **covering** the natural land surface; this shall include, but not be limited to, all streets and/or pavements within the development or lot.

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the edge of the Property to the City existing wastewater system, but which does not include any portion of the mains proposed within the Property.

Property or Project: Approximately 174.1 acres of undeveloped land described in **Exhibit A**, being wholly located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

Setbacks: As defined in the City's Code of Ordinances, as currently amended.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a multi-phase, residential project (the "Development" or "Project") over the Property that is projected to include approximately 526 single family residential units and public parkland and/or open space, as depicted on the Concept Plan as **Exhibit B** for a total of 530 living unit equivalents ("LUEs").

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 Wastewater Service.

(a) City to Provide Wastewater Service. The Parties agree that the City will provide retail wastewater service to the Project and agrees to accept, treat and dispose of effluent from the Project's approximate 530 LUEs. In providing this service, the City specifically agrees to allow the Property to utilize the City's existing wastewater collection system and nearest wastewater lift station for wastewater service for the Project. The Parties agree that the Developer is responsible for the cost of improvements necessary to connect to the City's existing wastewater system at the location shown on **Exhibit C**. The Developer shall be responsible for required existing infrastructure improvements to convey flows from the Project, if any. The City, if requested by the Developer, shall use its powers of eminent domain to assist the Developer in acquiring easement rights necessary to connect to the existing wastewater system.

(b) Ownership of Facilities. Upon completion, the Interceptor Lines shall be owned by the City.

(c) City Pass Through Use of Wastewater Mains. The wastewater mains within the Project will be designed for the maximum capacity needs of only the Property. The City shall have the right to request that the Interceptor lines, connecting the Project to the City's existing wastewater system, be oversized to allow the City to serve its customers outside of the Project, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the Project. In such case, the City shall be solely responsible for the costs of all oversizing, including any soft costs, such as engineering or surveying, directly related to the oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the Project's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of wastewater improvements.

ARTICLE III CONCEPT PLAN

Section 3.01 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 3.02 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. Study shall be submitted to all regulatory agencies for review as required by the Developer.

Section 3.03 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, 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 3.04 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 3.05 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.

**ARTICLE IV
DEVELOPMENT MATTERS**

Section 4.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, or to provide "bundled" utilities within the Land.

Section 4.02 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 Developer agrees to cooperate with the ESD to provide fire protection services to the Land.

Section 4.03 Permitted Variances to City Development Standards. In order to facilitate the development of the Property, the City agrees to provide variances to certain

development standards 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 this Agreement or **Exhibit D**, attached hereto and made a part hereof.

Section 4.04 Streets, Drainage and Rights-of-Way. The Parties agree that streets will be required for the Project. The Developer will design, permit and construct the streets, sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The City 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. Drainage facilities located outside of the right-of-way shall be maintained and operated by the Developer.

Section 4.05 Underground Utility Service. The Parties agree that all utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Section 4.06 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.

Section 4.07 Wastewater Service. The City shall be the retail wastewater service provider to the Development. As retail service provider, the City shall own, operate, maintain, and repair all components of the Project's wastewater collection lines, Interceptor lines and its existing wastewater system. The rates charged by the City within the Project shall be the same as the rates charged by the City to its in-city customers.

Section 4.08 Water Quality. The Parties agree that Project will not be required to provide stormwater quality facilities.

Section 4.09 Sidewalk In-Lieu Fees. The Parties agree that Project shall not be required to construct sidewalks along frontage County Line Road. The sidewalk requirements along County Line Road shall be met in full by Developer, at the Developer's expense, by providing and constructing sidewalks along both sides of the collectors and arterials 4-lane major arterial within the interior of the Project.

Section 4.10 Neighborhood Postal Delivery and Collection Box. The Parties agree that Postal delivery standards are required in accordance with Section 36-60 of the City Subdivision Ordinance.

Section 4.11 Perimeter Improvements. The Parties agree that Developer will dedicate to the City of Elgin a 15-foot wide strip of land along the Project's frontage of County Line Road.

Section 4.13 Major Arterial (MAD-4). Parties agree that Developer will fully fund and construct 4-lane major arterial (90' ROW) through the Project, as shown on the Concept Plan. As consideration for the constructing the 4-lane major arterial through the Project, Developer shall not be required to participate in any improvements to County Line Road or required to pay any impact fees for any County Line improvements or other offsite roadway projects by the City or County unless stipulated by the outcome of Section 4.14.

Section 4.14 Traffic Impact Analysis. The Parties agree that as consideration for constructing the 4-lane arterial through the Project, the City shall not require Developer to perform a Traffic Impact Analysis for the Project. The City agrees to reasonably negotiate with County and the Developer to reduce or eliminate the need for a TIA for connection along County Line Road.

ARTICLE V PARK AND RECREATIONAL AMENITIES

Section 5.01 Parkland. The Developer agrees that all parks open space and associated improvements shown on the Concept Plan, excluding facilities utilized for drainage or detention, shall be accessible to the public. 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.

Ownership and maintenance of the parks, open space, associated improvements, drainage and detention facilities shall be the responsibility of a private Homeowner's Association ("HOA"). The HOA will have the right to impose restrictions and enforce proper use of the public open space, including the right to add security measures (fences, cameras, or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands. An access and conservation easement will be entered into with the City or shown on the final plat to retain use of the land as parkland accessible to the public.

ARTICLE VI AUTHORITY AND VESTING OF RIGHTS

Section 6.01 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 6.02 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 VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for ten (10) 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 ten (10) years, this Agreement shall automatically renew for a term of ten (10) 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 7.02 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 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.

Section 7.03 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 7.04 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.

(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.

(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 7.05 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 VIII LIMITED PURPOSE ANNEXATION

Section 8.01. Developer agrees 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 property within the Project.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 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:

DEVELOPER: Primavesta Land Company, LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to: Sprouse Shrader Smith PLLC
Attn: Courtney McWhorter
805 Las Cimas Pkwy, Ste. 350 Austin, Texas 78746

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 9.02 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 9.03 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 9.04 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 9.05 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 9.06 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 9.07 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 9.08 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 9.09 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 - Concept Plan including Boundary Roads and Arterials
- Exhibit C - Location of Project Wastewater Connection
- Exhibit D - Permitted Development Standards
- Exhibit E - Land Use Map

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 _____, 2023, by
_____, _____ of the City of Elgin, Texas, a home-rule city
on behalf of said City.

Notary Public Signature

(Seal)

PRIMAVESTA LAND COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2023, by
_____ on behalf of Primavesta Land Company, LLC.

Notary Public Signature

(Seal)

EXHIBIT “A”

DEPICTION OF THE PROPERTY



DOUCET

Graham Tract
Travis County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

“Exhibit “A”

D&A Job No. 2403-002

October 31, 2022

METES & BOUNDS DESCRIPTION

BEING A 174.01 ACRE TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TRACT 1 AND ALL OF TRACT 2, DESCRIBED TO TYLER DAVID GRAHAM AND CASEY ELLEN GRAHAM, AS RECORDED IN DOCUMENT NUMBER 2009037340 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap found on the southeast line of said Tract 1, same being the south corner of a called 50.000 acre tract, conveyed to Jose J. Espinoza, recorded in Document Number 2021134415 [O.P.R.T.C.T.], and on the northwest right-of-way line of County Line Road, no record information found, same being the southeast corner of a called 146.020 acre remainder tract, recorded in Document Number 2009037340 [O.P.R.T.C.T.], and for the east corner of the tract described herein, from which a 1/2-inch iron rod found for the east corner of said Tract 1, same being on the southeast line of said 50.000 acre tract, bears N27°10'15", a distance of 143.40 feet;

THENCE with the southeast line of said Tract 1 and Tract 2 and the northwest right-of-way of said County Line Road, the following two (2) courses and distances:

- 1) S27°10'15"W, a distance of 1,555.40 feet to a 1/2-inch iron rod found,
- 2) S27°09'40"W, a distance of 799.35 feet to bent 5/8-inch rod found for the south corner of said Tract 2 and the tract described herein, and in the northwest right-of-way line of said County Line Road, same being the most northerly east corner of a called 24.953 acre tract, conveyed to Monte E. McDaniel and Barbara P. McDaniel, recorded in Document Number 2011027873 [O.P.R.T.C.T.];

THENCE N62°52'19"W, with the common line of said Tract 2 and said 27.953 acre tract, a distance of 2,193.70 feet to a calculated point on the west corner of said Tract 2 and on the most southerly northeast line of said 24.953 acre tract, same being the south corner of a called 5.00 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 11722, Page 1401 [O.P.R.T.C.T.];

THENCE N27°12'40"E, with the common line of said Tract 2 and said 5.00 acre tract, a distance of 802.35 feet to a calculated point for the northwest corner of said Tract 2, same being on the southwest line of said Tract 1, and the northeast corner of said 5.00 acre tract;

THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911, Page 1587 [O.P.R.T.C.T.], and passing at 547.10 feet, a 1/2-inch iron rod found for the northwest corner of said 5.000 acre tract, and on the most northerly northeast line of said 24.953 acre tract, and continuing for a total distance of 1,657.46 feet to a calculated point for the west corner of said Tract 2, and on the most northerly northeast line of said 24.953 acre tract, same being the south corner of Lot 130, Block G, of the Elm Creek Section 5B Subdivision, by map or plat recorded in Document Number 200800049 [O.P.R.T.C.T.];

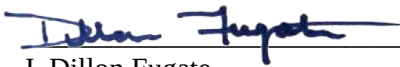
(CONTINUED ON NEXT PAGE)

"Exhibit "A"

THENCE N31°48'41"E with the common line of said Tract 1 and said Lot 130, a distance of 1,523.48 feet to a 1/2-inch iron rod found on the northwest line of said Lot 1, same being on the southeast line of said Lot 130, and being the west corner of said 50.000 acre tract, and also being the southwest corner of said 146.020 acre remainder tract;

THENCE S31°48'41"E with the common line of said Tract 1 and said 146.020 acre remainder, a distance of 3,727.32 feet to the POINT OF BEGINNING of the tract described herein and containing approximately 174.1 acres;

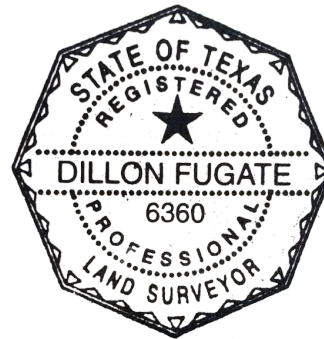
I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



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

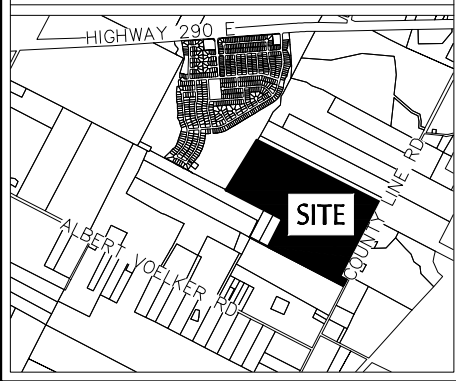
10/31/2022

Date



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE ADJUSTMENT FACTOR OF 1.00008 USING CP1 AS POINT OF ORIGIN.

BASE POINT INFORMATION (GRID)

1
N=10098139.1147

E=3214883.7572

ELEV.=525.1367

CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

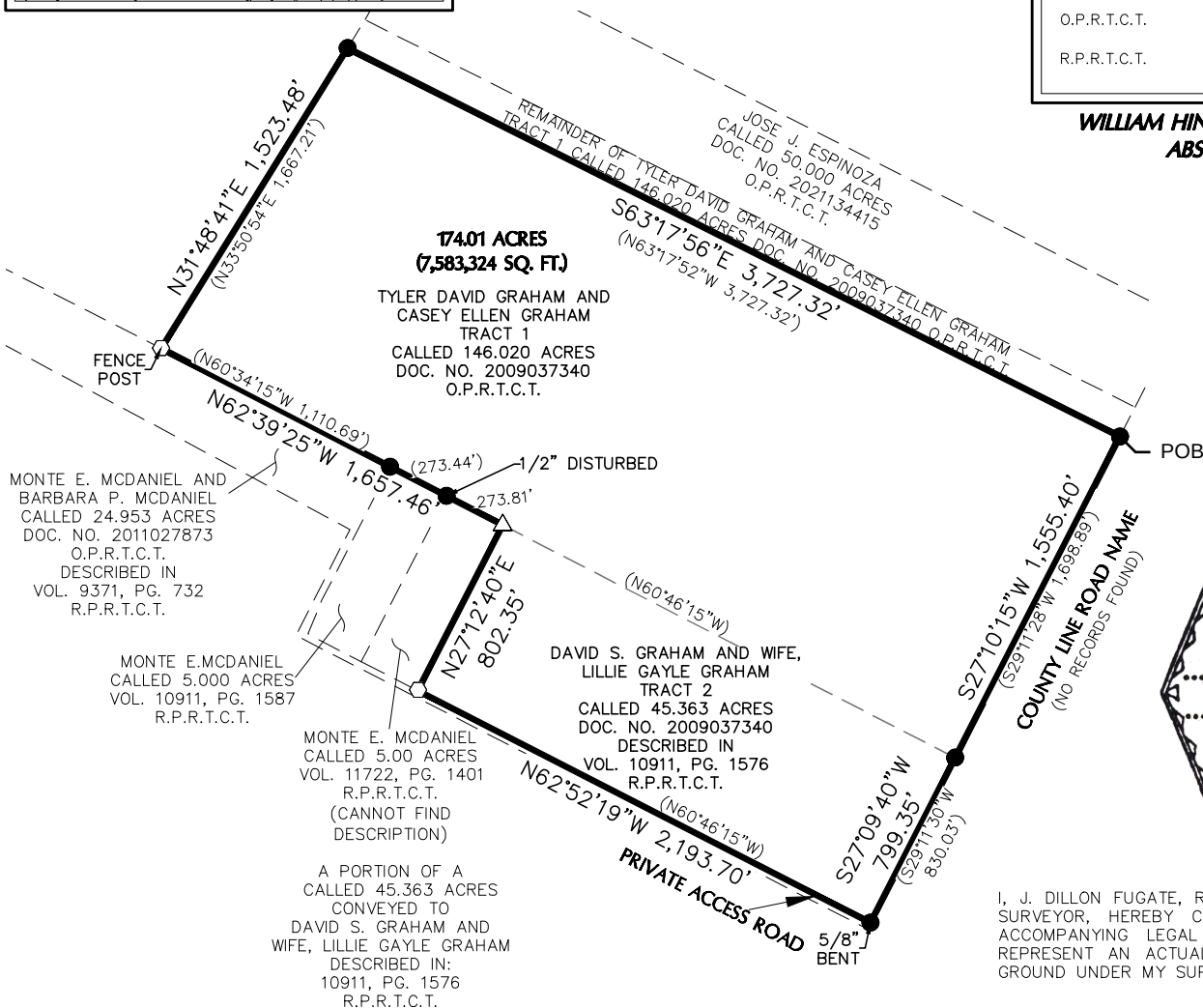
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

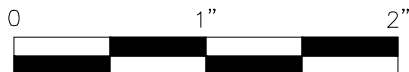
NOT TO SCALE

—	SUBJECT PROPERTY LINE
- - -	ADJOINER PROPERTY LINE
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
⬡	FENCE POST FOUND [AS NOTED]
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

**WILLIAM HINES SURVEY, SECTION 53
ABSTRACT NO. 345**



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



GRAPHIC SCALE: 1"=800'

Dillon Fugate 10/31/2022
DATE

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

**174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT**

TRAVIS COUNTY, TEXAS



DOUCET

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

Date: 10/11/2022

Scale: 1"=800'

Drawn by: JRT

Reviewer: DF

Project: 2403-002

Sheet: 3 OF 3

Field Book: 551

Party Chief: LG

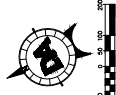
Survey Date: 08/10/2022

EXHIBIT “B”
CONCEPT PLAN

PRIMAVESTA LAND COMPANY, LLC
GRAHAM TRACT
ELGIN ETJ, TRAVIS COUNTY, TEXAS

CONCEPT PLAN

DOUCET
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 21 W. Ste. 160
Austin, TX 78755. Tel: (512)-583-2600
www.doucetengineering.com
189E Firm Number: 3937
189E15 Firm Number: 10105800



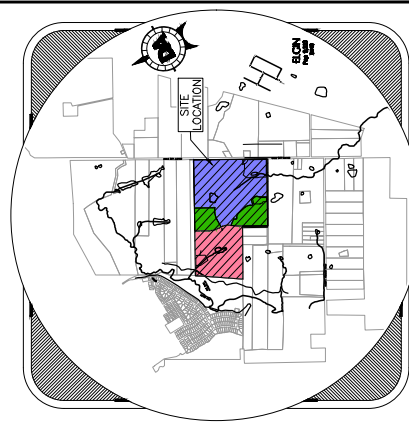
LEG

- | | |
|-----|----------------------|
| ● | IRON ROD FOUND |
| ◆ | FIRE HYDRANT |
| ● | SON |
| ⚡ | POWER POLE |
| ↓ | DOWN GUY |
| --- | SUBDIVISION BOUNDARY |
| --- | LOT LINES |
| --- | BUILDING SETBACK |
| --- | EASEMENTS |
| --- | EXISTING GRADE |
| --- | PROPOSED GRADE |
| --- | RETAINING WALL |

IMMUNITY

TOTAL LOT AREA	143.56 AC
TOTAL ROW AREA	35.02 AC
TOTAL LOT AREA	178.58 AC
TOTAL NUMBER OF BLOCKS	526
TOTAL NUMBER OF LOTS	30,523.50 LF
TOTAL LINEAR FOOTAGE OF STREETS	

LOT SUMMARY	
60' LOTS ('60' PRODUCT)	324 (61.60%)
80' LOTS ('80' PRODUCT)	95 (18.40%)
70' LOTS ('60' PRODUCT)	24 (4.37%)
80' LOTS ('70' PRODUCT)	84 (15.97%)
TOTAL:	526 (100.00%)



DEVELOPER:	PRIMAVERA LAND COMPANY, LLC XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX (XXX)XXX-XXXX
CONTACT:	XXXXX XXXXX XXXXX@XXXXXXXXXXXXXXXXXXXX.XXX
ENGINEER:	DOUCET & ASSOCIATES, INC. 4001 B W. WEST, SUITE 1600 ATLANTA, GA 30335 (512) 583-2600
CONTACT:	CHRISTOPHER A. REID, P.E. CREID@DOUCETENGINEERS.COM

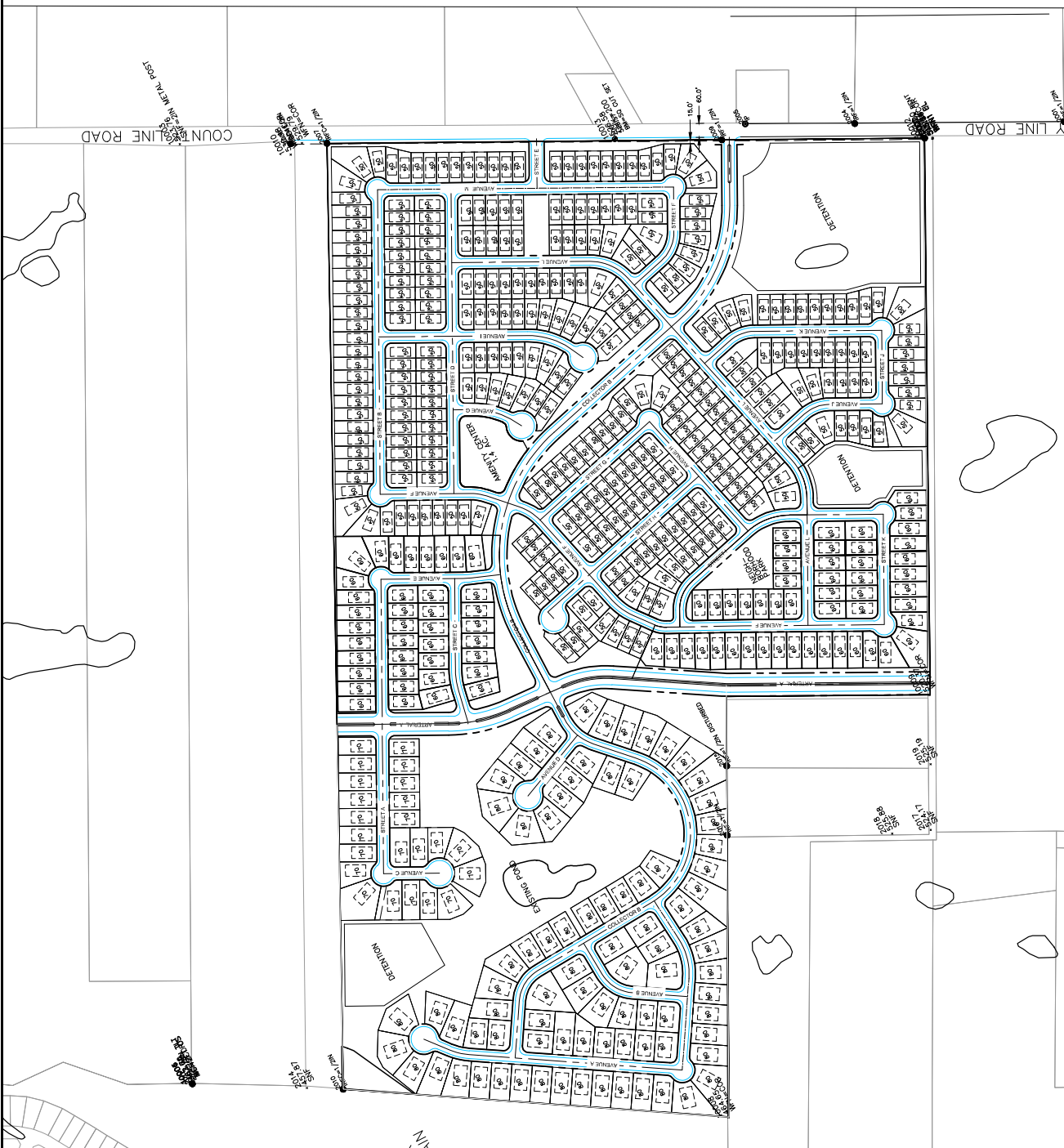


EXHIBIT “C”

LOCATION OF PROJECT WASTEWATER CONNECTION

Graham Project

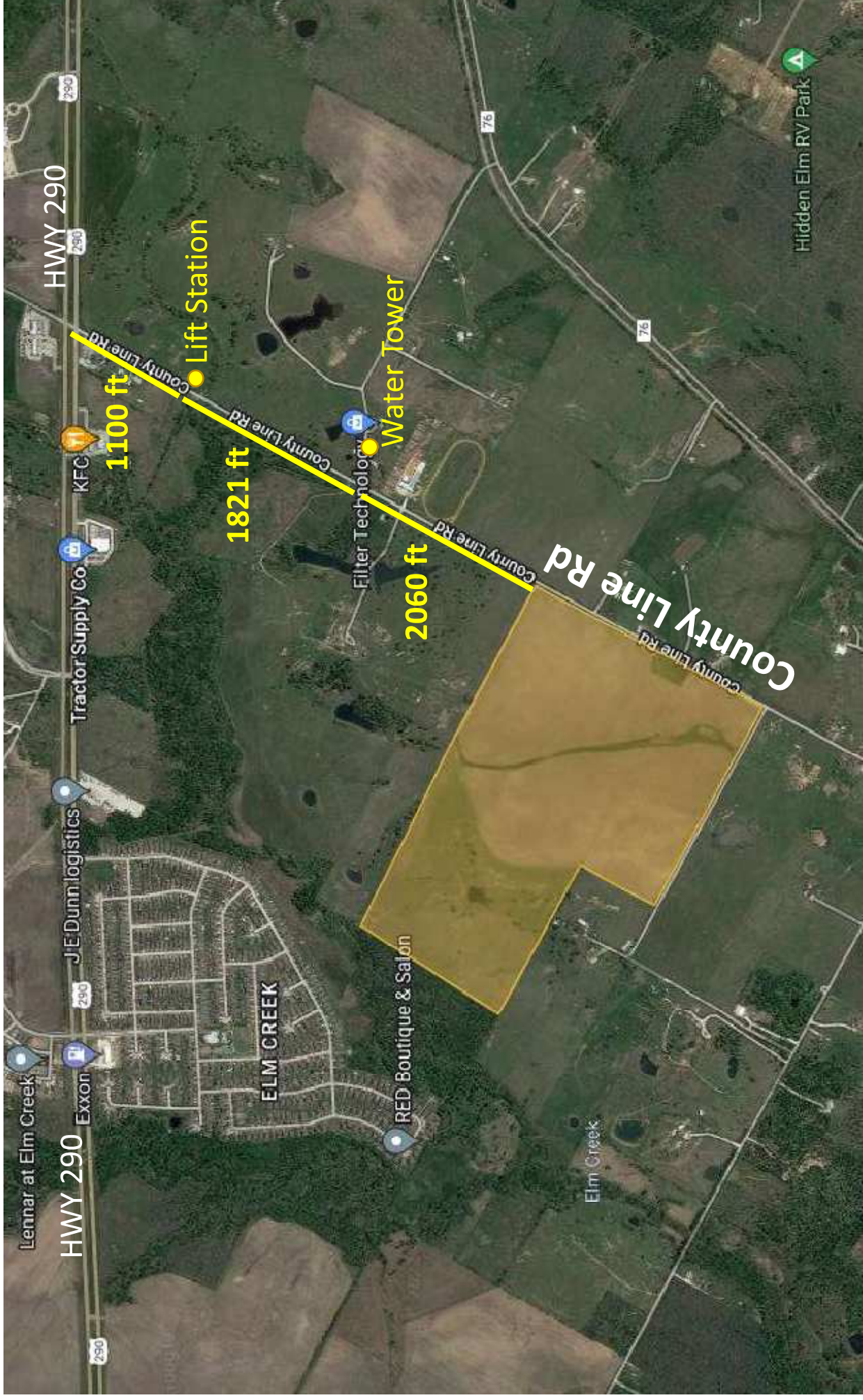


EXHIBIT "D"

PERMITTED DEVELOPMENT STANDARDS

- A. **Applicability.** All aspects regarding the development of this Property shall comply with applicable City of Elgin Code of Ordinances in effect on the effective date of this Agreement, except as established in this exhibit, titled **Exhibit "D"**. All development within the Property will comply with the modified development standards of this **Exhibit "D"**. In the case that this exhibit does not address a specific City requirement, the applicable Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the applicable Elgin Code of Ordinances, this exhibit shall control.

B. **Single Family Residential Lot Design Standards**

The potential product shall be developed in compliance with Table B.1

Table B.1 Residential Development Standards				
	FRONT LOAD A (similar to R-3)	FRONT LOAD B (similar to R-2)	FRONT LOAD C (similar to R-1)	FRONT LOAD D (similar to R-1)
Lot Width Minimum	50 ft.	60 ft.	70 ft.	80 ft.
Setbacks				
Front (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Rear (min.)	10 ft.	10 ft.	10 ft.	10 ft.
Garage Setback (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Side (min.)	5 ft.	5 ft.	5 ft.	5 ft.
Corner (min.)	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Lot Area	6,000 sq. ft.	7,500 sq. ft.	8,200 sq. ft.	9,000 sq. ft.
Impervious Coverage	50%	50%	50%	50%
Height Regulation	35 ft.	35 ft.	35 ft.	35 ft.

In addition to the design standards outlined in Table B. 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.

C. **Roadway Standards**

1. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.

2. Sidewalks and landscaping along roadways in which there is not residential lot access shall be installed during construction of associated roadway.

EXHIBIT “E”
LAND USE MAP



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a Resolution authorizing a Strategic Partnership Agreement with Primavesta Land Company for the development of certain real property on County Line Road.

BACKGROUND:

Primavesta Land Company, LLC is the owner of 174.1 acres of land that it intends to develop into a residential subdivision. The land is located west of, and adjacent to, County Line Road - south of HWY 290. The land is currently outside the city limits but is within the COE Extraterritorial Jurisdiction.

Primavesta contemplates a master-planned, residential project that will include “larger” lots (R-1 zoning-compliant), the construction of a thoroughfare roadway, and parks and recreational facilities to serve the development.

As proposed and mutually agreed-upon, the Strategic Partnership Agreement (SPA) will legally assign all development review and control of the project to the City; and bind Primavesta to their commitment to construct “larger” lots and the thoroughfare roadway.

As with all SPAs, residents there will have unique voting opportunities: they will not be not eligible to be a candidate for city office, but they *are* entitled to vote in City elections for City Council (including recalls) and amendments to the city charter. They cannot vote in any bond election.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing a Strategic Partnership Agreement with Primavesta Land Company LLC relating to the development of property on County Line Road; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution, (2) Strategic Partnership 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 MAYOR TO EXECUTE A STRATEGIC
PARTNERSHIP AGREEMENT WITH PRIMAVESTA LAND
COMPANY LLC AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the Elgin City Council has authorized a Development and Consent Agreement with Primavesta Land Company, LLC for the development of certain real property into a master-planned, residential project that will include “larger” lots (R-1 zoning-compliant), the construction of a thoroughfare roadway, and parks and recreational facilities to serve the development; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and certain property owners, such as the Primavesta Land Company LLC, to negotiate and enter into strategic partnership agreements by mutual consent; and,

WHEREAS, city staff has negotiated and is now recommending a Strategic Partnership Agreement with Primavesta Land Company that provides for annexation by the City, for limited purposes, of certain tracts of land in that project; in addition to providing services and benefits for the City and Primavesta Land Company that are reasonable and equitable.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Strategic Partnership Agreement* with Primavesta Land Company, LLC, 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 2nd day of May, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

WHEREAS, the City desires, pursuant to its authority under Section 54.234 of the Texas Water Code, to accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with this Agreement, within the Development; and

WHEREAS, subject to the terms and conditions of this Agreement, the Developer is willing to allow the City to annex the Development for the Limited Purpose; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development, the Developer submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to Section 43.0751 of the Texas Local Government Code and the Developer's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the City's annexation of the Development for the Limited Purpose; and

WHEREAS, the District provided notice of two (2) public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two (2) public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the City provided notice of two (2) public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two (2) public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 2023, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides services and benefits for the City and the Developer that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of Development. The Parties agree that the City may annex the Development solely for the Limited Purpose. The Developer acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexation. The Developer, on behalf of itself and all present and future owners of land within the Development, hereby requests that the City annex the Development solely for the Limited Purpose. The Developer consents to such annexation. Such consent shall bind the Developer and each future owner of land within the Development.

Section 2.7 Property Taxes and Developer Liability for Debts of the City. During the term of this Agreement: (i) neither the Developer, nor any owners of taxable property within the Development, are liable for any present or future debts of the City; and (ii) current and future ad valorem and sales and use taxes levied by the City shall not be levied on taxable property or activity within the Development.

Section 2.9 Water, Sewer, and Drainage Services. The Developer will develop the water, wastewater and drainage systems within the Development as is reasonably necessary to provide such services to the owners and occupants of such area. The City will own, operate and maintain the wastewater and drainage systems within the Development as is reasonably

necessary to provide such services to the owners and occupants of such area. Aqua Water Supply Corporation will own, operate and maintain a water system within the Development, as is reasonably necessary to provide such services to the owners and occupants of such area.

ARTICLE III. SUBDIVISION REGULATORY AUTHORITY; ROADWAYS

Section 3.1 Subdivision Regulatory Authority. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development, and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of that certain "Development Agreement" dated effective _____2023, as it may be amended from time to time (the "Development Agreement").

Section 3.2 Roadways. The City shall accept the dedication of public right-of-way and the street, drainage and wastewater improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the requirements and standards set forth in Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of the Development Agreement.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 No Full-Purpose Annexation During Term of Development Agreement. The City shall not annex the Development for full purposes until after the expiration of the Development Agreement. If the City decides to disannex the Development and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE V. TERM

Section 5.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Texas Local Government Code, residents of the Development will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) ten (10) business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) ten (10) business days after the Notice is sent by facsimile (with electronic confirmation by the sending facsimile machine) with a confirming copy sent by United States mail within 48 hours after the facsimile is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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

To the Developer: c/o PrimaVesta Land Company, LLC

6475 Camden Avenue
San Jose, California 95120
Attn: Garrett Rajkovich

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Travis and Bastrop Counties, Texas and hereby submit to the jurisdiction of the courts of Travis and Bastrop Counties, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the Developer that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The Developer represents and warrants to the City that the person executing this Agreement on behalf of the Developer has been duly authorized to do.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the Developer to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange

any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the Developer.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the Developer, and neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Description of Development

Section 7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[COUNTERPART SIGNATURE PAGES FOLLOW]

Developer:

PRIMA VESTA LAND COMPANY, LLC

By: _____
Garrett Rajkovich

Date: _____

ATTEST:

By: _____

Date: _____

CITY:

CITY OF ELGIN, TEXAS

By: _____
Theresa McShan, Mayor

Date: _____, 2023

APPROVED AS TO FORM:

By: _____
Charles Crossfield, City Attorney

Date: _____, 2023

EXHIBIT “A”

DESCRIPTION OF THE DEVELOPMENT



DOUCET

Graham Tract
Travis County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

“Exhibit “A”

D&A Job No. 2403-002

October 31, 2022

METES & BOUNDS DESCRIPTION

BEING A 174.01 ACRE TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TRACT 1 AND ALL OF TRACT 2, DESCRIBED TO TYLER DAVID GRAHAM AND CASEY ELLEN GRAHAM, AS RECORDED IN DOCUMENT NUMBER 2009037340 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap found on the southeast line of said Tract 1, same being the south corner of a called 50.000 acre tract, conveyed to Jose J. Espinoza, recorded in Document Number 2021134415 [O.P.R.T.C.T.], and on the northwest right-of-way line of County Line Road, no record information found, same being the southeast corner of a called 146.020 acre remainder tract, recorded in Document Number 2009037340 [O.P.R.T.C.T.], and for the east corner of the tract described herein, from which a 1/2-inch iron rod found for the east corner of said Tract 1, same being on the southeast line of said 50.000 acre tract, bears N27°10'15", a distance of 143.40 feet;

THENCE with the southeast line of said Tract 1 and Tract 2 and the northwest right-of-way of said County Line Road, the following two (2) courses and distances:

- 1) S27°10'15"W, a distance of 1,555.40 feet to a 1/2-inch iron rod found,
- 2) S27°09'40"W, a distance of 799.35 feet to bent 5/8-inch rod found for the south corner of said Tract 2 and the tract described herein, and in the northwest right-of-way line of said County Line Road, same being the most northerly east corner of a called 24.953 acre tract, conveyed to Monte E. McDaniel and Barbara P. McDaniel, recorded in Document Number 2011027873 [O.P.R.T.C.T.];

THENCE N62°52'19"W, with the common line of said Tract 2 and said 27.953 acre tract, a distance of 2,193.70 feet to a calculated point on the west corner of said Tract 2 and on the most southerly northeast line of said 24.953 acre tract, same being the south corner of a called 5.00 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 11722, Page 1401 [O.P.R.T.C.T.];

THENCE N27°12'40"E, with the common line of said Tract 2 and said 5.00 acre tract, a distance of 802.35 feet to a calculated point for the northwest corner of said Tract 2, same being on the southwest line of said Tract 1, and the northeast corner of said 5.00 acre tract;

THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911, Page 1587 [O.P.R.T.C.T.], and passing at 547.10 feet, a 1/2-inch iron rod found for the northwest corner of said 5.000 acre tract, and on the most northerly northeast line of said 24.953 acre tract, and continuing for a total distance of 1,657.46 feet to a calculated point for the west corner of said Tract 2, and on the most northerly northeast line of said 24.953 acre tract, same being the south corner of Lot 130, Block G, of the Elm Creek Section 5B Subdivision, by map or plat recorded in Document Number 200800049 [O.P.R.T.C.T.];

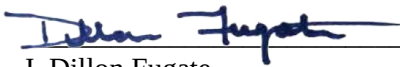
(CONTINUED ON NEXT PAGE)

"Exhibit "A"

THENCE N31°48'41"E with the common line of said Tract 1 and said Lot 130, a distance of 1,523.48 feet to a 1/2-inch iron rod found on the northwest line of said Lot 1, same being on the southeast line of said Lot 130, and being the west corner of said 50.000 acre tract, and also being the southwest corner of said 146.020 acre remainder tract;

THENCE S31°48'41"E with the common line of said Tract 1 and said 146.020 acre remainder, a distance of 3,727.32 feet to the POINT OF BEGINNING of the tract described herein and containing approximately 174.1 acres;

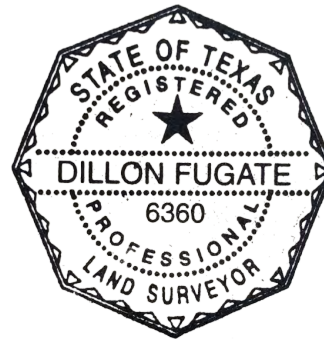
I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



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

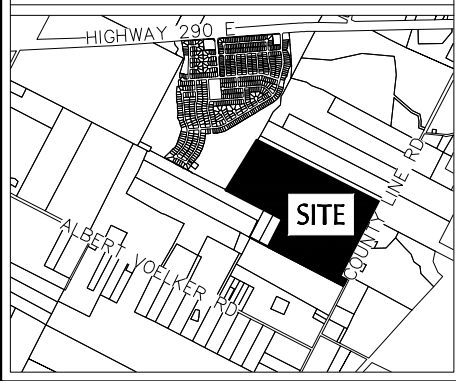
10/31/2022

Date



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE ADJUSTMENT FACTOR OF 1.00008 USING CP1 AS POINT OF ORIGIN.

BASE POINT INFORMATION (GRID)

1
N=10098139.1147

E=3214883.7572

ELEV.=525.1367

CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

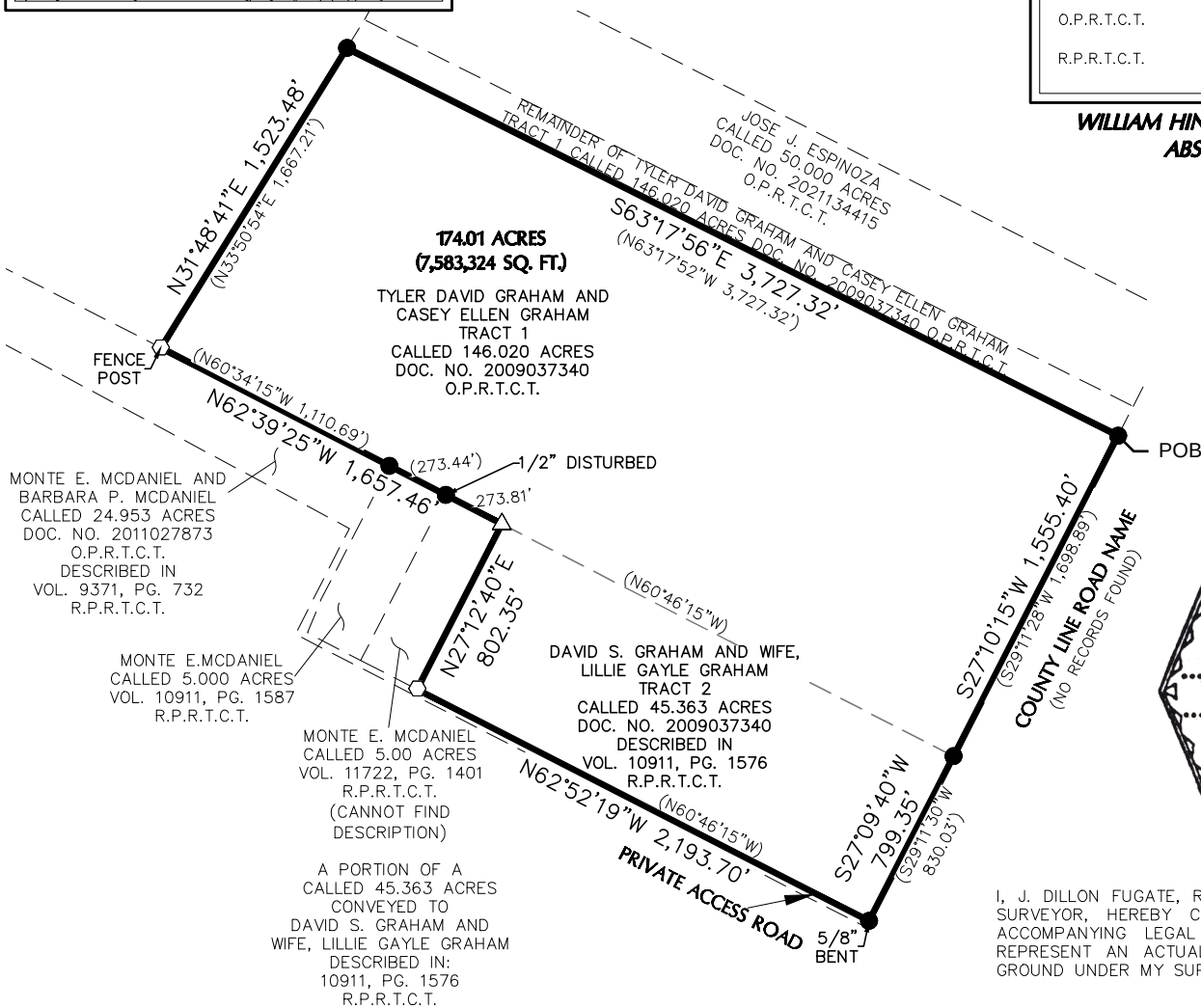
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

NOT TO SCALE

—	SUBJECT PROPERTY LINE
- - -	ADJOINER PROPERTY LINE
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
⬡	FENCE POST FOUND [AS NOTED]
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

**WILLIAM HINES SURVEY, SECTION 53
ABSTRACT NO. 345**



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



GRAPHIC SCALE: 1"=800'

**174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT**
TRAVIS COUNTY, TEXAS



DOUCET

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

Date: 10/11/2022

Scale: 1"=800'

Drawn by: JRT

Reviewer: DF

Project: 2403-002

Sheet: 3 OF 3

Field Book: 551

Party Chief: LG

Survey Date: 08/10/2022



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH BRIGHTLAND HOMES, LTD FOR CONSTRUCTION OF MULTIPLE WATER DISTRIBUTION MAIN LINES IN CREEKS CROSSING AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a cost sharing agreement with Brightland Homes Ltd., for the construction of multiple twelve-inch (12") water distribution main lines within the "Creek's Crossing" residential development.

BACKGROUND:

Brightland Homes is developing "Creek's Crossing", a 68-acre residential development in the western portion of the city limits, adjacent to Westwind and with HWY290 frontage. Current plans for the development call for the construction of 284 single-family residential lots.

The developers are constructing all infrastructure required to serve the "Creek's Crossing" development. To effectively plan for future anticipated growth of the City's utility system, city staff is recommending a partnership with the developers to increase or "oversize" the water distribution main lines required to serve "Creek's Crossing"; with the City agreeing to reimburse the developers for costs associated with said oversizing.

The current costs estimate for the City with this project is \$222,933 - all of which will be coming from accumulated Water Impact Fees

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorization of a cost sharing agreement with Brightland Homes Ltd., for the construction of multiple twelve-inch (12") water distribution main lines within the "Creek's Crossing" residential development; and routine direction to staff, if any, as appropriate.

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
A COST SHARING AGREEMENT WITH BRIGHTLAND HOMES,
LTD FOR CONSTRUCTION OF MULTIPLE WATER
DISTRIBUTION MAIN LINES IN CREEKS CROSSING AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin and Brightland Homes Ltd. desire to co-operate in the construction of multiple twelve-inch (12”) water distribution main lines; and,

WHEREAS, Brightland Homes is developing “Creek’s Crossing”, a 68-acre residential development within the city limits that is currently planned for 234 residential lots; and,

WHEREAS, the City has requested oversizing of the water distribution main lines required to serve “Creek’s Crossing” and agrees to reimburse Developer for costs associated with said oversizing.

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 finalize negotiations and execute a cost sharing agreement with Brightland Homes Ltd., for the construction of multiple twelve-inch (12”) water distribution main lines, 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. Water Impact Fee Funding. The City Council does also hereby expressly approve the utilization of Water Impact Fee proceeds in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 2nd day of May, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

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

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

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

RECITALS

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

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

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

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Recitals. The Recitals above are incorporated herein.

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

C. City Participation. The City agrees to reimburse Developer in an amount equal to \$222,933.00 as shown on Exhibit “B”, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

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

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

II.

GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

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

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

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

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

F. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

Exhibit "A" – The Project

H. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

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

J. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

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

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

(signatures on following page)

CITY OF ELGIN:

ATTEST:

By: _____
Theresa McShan, Mayor

Jennifer Stubbs, City Secretary

Date: _____

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

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

By: _____
Chris Lynch, President of Land Operations

Date: 4/11/23

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

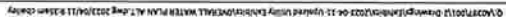
On this 11th day of April, 2023, before me, the undersigned notary public, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



Notary Public, State of Texas

EXHIBIT “A”

The Project



CREEKS CROSSING / 12" WATER LINES

EXHIBIT “B”

City Reimbursement Exhibit

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

DNT

WATER IMPROVEMENTS (PLAN SHEETS 9-17)

ITEM	DESCRIPTION	QUANTITY	UNIT	SUM
1	8-Inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F. 6,002	\$ 51.00	\$ 306,102.00
2	8-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place	E.A. 14	\$2,640.00	\$ 36,960.00
3	Bore & Encasement (For 8" Water Main: 16-inch minimum Coated Steel casing)	L.F. 86	\$ 535.00	\$ 46,010.00
4	Fire Hydrant Assembly, Including Hydrant, 6-inch Ductile Iron Water Line, 6-inch AWWA Gate Valve & Box, and All Bends and Fittings, All Depths, Include Final Grade Adjustment, Complete In Place	E.A. 9	\$7,270.00	\$ 65,430.00
5	Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 59	\$2,500.00	\$ 147,500.00
6	Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 17	\$1,415.00	\$ 24,055.00
7	4-inch Schedule 40, Polyvinyl Chloride (PVC) Irrigation Crossing Sleeves *(May require SCH80)	L.F. 2,320	\$ 16.00	\$ 37,120.00
8	2-inch, Automatic Air Release Valve, Including Access Manhole & Lid, Final Grade Adjustment, All Bends and Fittings, All Depths, Complete In Place	E.A. 2	\$6,825.00	\$ 13,650.00
9	2-inch, Irrigation Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 5	\$4,115.00	\$ 20,575.00
10	2-inch, Flushing Assembly	E.A. 2	\$3,270.00	\$ - 6,540.00
11	Connect to Existing City Water Main (up to 12-inch Nominal Water Main), Includes Surface Restoration and Trench Backfill, Complete In Place	E.A. 2	\$1,415.00	\$ 2,830.00
12	Tracer Wire Locate Box, Install one locate box at all valves (including Fire Hydrant 's) and dead ends or flushing valve assemblies, Complete	L.S. 1	\$1,055.00	\$ 1,055.00
13	Trench Safety, All Depths	L.S. 1	\$2,940.00	\$ 2,940.00
BID SUBTOTAL - WATER IMPROVEMENTS				\$ 710,767.00

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

ITEM	DESCRIPTION	QUANTITY	UNIT	SUM
1-A	12-inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F. 3,781	\$ 86.00	\$ 325,166.00
2-A	12-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place	E.A. 11	\$4,065.00	\$ 44,715.00
3-A	8-inch Polyvinyl Chloride (PVC) Water Main (AWWA C900, DR 21), Include All Bends, Reducers, and Fittings - All Depths, Complete In Place	L.F. 2,221	\$ 51.00	\$ 113,271.00
4-A	8-inch AWWA Resilient Seated Gate Valve (with Box & Cover) with Concrete Pad Encasement, Include Final Grade Adjustment, Complete In Place	E.A. 6	\$2,640.00	\$ 15,840.00
5-A	Bore & Encasement (For 12" Water Main: 24-inch minimum Coated Steel casing)	L.F. 120	\$ 640.00	\$ 76,800.00
6-A	Bore & Encasement (For 8" Water Main: 16-inch minimum Coated Steel casing)	L.F. 46	\$ 535.00	\$ 24,610.00
7-A	Fire Hydrant Assembly, Including Hydrant, 6-inch Ductile Iron Water Line, 6-inch AWWA Gate Valve & Box, and All Bends and Fittings, All Depths, Include Final Grade Adjustment, Complete In Place	E.A. 9	\$7,435.00	\$ 66,915.00
8-A	Double Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 59	\$2,540.00	\$ 149,860.00
9-A	Single Water Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 17	\$1,440.00	\$ 24,480.00
10-A	4-inch Schedule 40, Polyvinyl Chloride (PVC) Irrigation Crossing Sleeves *(May require SCH80)	L.F. 2,320	\$ 16.00	\$ 37,120.00
11-A	2-inch, Automatic Air Release Valve, Including Access Manhole & Lid, Final Grade Adjustment, All Bends and Fittings, All Depths, Complete In Place	E.A. 2	\$6,825.00	\$ 13,650.00
12-A	2-inch, Irrigation Service, Including Saddle, Service Line, Meter Box, Corp. Stop, All Bends and Fittings, All Depths, Complete In Place	E.A. 5	\$4,115.00	\$ 20,575.00
13-A	2-inch, Flushing Assembly	E.A. 2	\$3,270.00	\$ 6,540.00
14-A	Connect to Existing City Water Main (up to 12-inch Nominal Water Main), Includes Surface Restoration and Trench Backfill, Complete In Place	E.A. 2	\$2,190.00	\$ 4,380.00
15-A	Tracer Wire Locate Box, Install one locate box at all valves (including Fire Hydrant 's) and dead ends or flushing valve assemblies, Complete	L.S. 1	\$1,175.00	\$ 1,175.00
16-A	Trench Safety, All Depths	L.S. 1	\$3,353.00	\$ 3,353.00
BID SUBTOTAL - WATER IMPROVEMENTS (ALTERNATE BID - CITY UPSIZE)				\$ 928,450.00

DNT

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

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





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH BRIGHTLAND HOMES, LTD FOR CONSTRUCTION OF A WASTEWATER COLLECTION MAIN LINE IN CREEKS CROSSING AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a cost sharing agreement with Brightland Homes Ltd., for the construction of a twenty-four-inch (24") wastewater collection main line within the "Creek's Crossing" residential development.

BACKGROUND:

Brightland Homes is developing "Creek's Crossing", a 68-acre residential development in the western portion of the city limits, adjacent to Westwind and with HWY290 frontage. Current plans for the development call for the construction of 284 single-family residential lots.

The developers are constructing all infrastructure required to serve the "Creek's Crossing" development. To effectively plan for future anticipated growth of the City's utility system, city staff is recommending a partnership with the developers to increase or "oversize" the wastewater collection main line to serve "Creek's Crossing"; with the City agreeing to reimburse the developers for costs associated with said oversizing.

- The current costs estimate for the City with this project is \$626,398 - all of which will be coming from accumulated Wastewater Impact Fees

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorization of a cost sharing agreement with Brightland Homes Ltd., for the construction of a twenty-four-inch (24") wastewater collection main line within the "Creek's Crossing" residential development; and routine direction to staff, if any, as appropriate.

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 CITY MANAGER TO EXECUTE A COST SHARING
AGREEMENT WITH BRIGHTLAND HOMES, LTD FOR
CONSTRUCTION OF A WASTEWATER COLLECTION MAIN LINE
IN CREEKS CROSSING AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin and Brightland Homes Ltd. desire to cooperate in the construction of a twenty-four-inch (24”) wastewater collection main line; and,

WHEREAS, Brightland Homes is developing “Creek’s Crossing”, a 68-acre residential development within the city limits that is currently planned for 284 residential lots; and,

WHEREAS, the City has requested oversizing of the wastewater collection line required to serve “Creek’s Crossing” and agrees to reimburse Developer for costs associated with said oversizing.

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 finalize negotiations and execute a cost sharing agreement with Brightland Homes Ltd., for the construction of a wastewater collection main line, 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. Wastewater Impact Fee Funding. The City Council does also hereby expressly approve the utilization of Wastewater Impact Fee proceeds in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 2nd day of May, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

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

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

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

RECITALS

WHEREAS, the City and Developer desire to cooperate in the construction of a 24” sewer line to be located as shown on **Exhibit “A”**, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

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

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

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Recitals. The Recitals above are incorporated herein.

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

C. City Participation. The City agrees to reimburse Developer in an amount equal to \$626,397.50 as shown on Exhibit “B”, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

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

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

II.

GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

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

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

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

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

F. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

Exhibit "A" – The Project

H. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

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

J. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

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

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

(signatures on following page)

CITY OF ELGIN:

ATTEST:

By: _____

Theresa McShan, Mayor

Jennifer Stubbs, City Secretary

Date: _____

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

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

By: _____

Chris Lynch, President of Land Operations

Date: 4/11/23

STATE OF TEXAS

§
§
§

COUNTY OF BASTROP

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

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



Notary Public, State of Texas

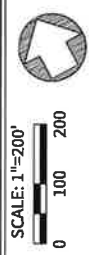
EXHIBIT “A”

The Project



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

CREEKS CROSSING / 24" WASTEWATER LINE



Elgin, TX | 11 April 2023

EXHIBIT “B”

City Reimbursement Exhibit

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

DNT

SEWER IMPROVEMENTS (PLAN SHEETS 18-25)

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

DNT

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

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

DNT

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

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





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE WATER WELL NO. 17 CONSTRUCTION PROJECT TO HYDRO RESOURCES-MID CONTINENT INC. OF CREEDMOOR, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Director of Public Works/City Engineer

PROPOSED ACTION:

This item is for consideration of a Resolution to authorize a bid award to Hydro Resources-Mid Continent, Inc. of Creedmoor, Texas for the Water Well No. 17 Construction Project as part of the 2021 Certificates of Obligation Capital Improvements Program.

BACKGROUND:

In 2021, the Elgin City Council approved issuance of Certificates of Obligation in the principal amount of \$14.8M to provide funding for a wide range of water and wastewater system improvements, most of which are either completed or currently under construction.

One important project included in the 2021 COs was partial funding for the replacement of Water Well No. 10, an integral element to the City's raw water production system. Water Well No. 10 is well past its useful life and is to be replaced by Water Well No. 17 with the project that is the subject matter of this Resolution.

The City has an obligation to provide a safe and dependable water system for our residents and customers. This project will greatly enhance and improve the City's water production capabilities.

As planned, funding for this project will call for utilization of both 2021 COs proceeds (\$900,000) and Water Impact Fees (\$856,379).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing a bid award to Hydro Resources-Mid Continent, Inc. in the amount of \$1,756,379.00 for the Water Well No. 17 Construction Project as part of the 2021 Certificates of Obligation Capital Improvements Program; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution, (2) Engineer's recommendation, (3) Bid tabulation,

{ } 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 AWARD A BID FOR THE WATER WELL NO. 17 CONSTRUCTION PROJECT TO HYDRO RESOURCES-MID CONTINENT INC. OF CREEDMOOR, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin provides potable drinking water to residents & businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area; and,

WHEREAS, the Elgin City Council approved issuance of the 2021 Certificates of Obligation in the principal amount of \$14.8M to provide funding for a wide range of water and wastewater system improvements, including partial funding of the replacement of Water Well No. 10 and,

WHEREAS, Water Well No. 10 is well past its useful life and is to be replaced by Water Well No. 17, which will greatly enhance the City's water production capabilities; and,

WHEREAS, city staff has completed a bidding process, fully vetted bids received, and has determined Hydro Resources-Mid Continent, Inc. of Creedmoor, Texas to have 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 finalize negotiations and execute an agreement with *Hydro Resources-Mid Continent, Inc.* of Creedmoor, Texas, in the amount of \$1,756,379.00. for the Water Well No. 17 Construction Project, a copy of the bid tabulation and City Engineer's recommendation regarding same 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. 2021 Certificates of Obligation and Water Impact Fee Funding. The City Council does also hereby expressly approve the utilization of proceeds from both the 2021 Certificates of Obligation debt issuance and Water Impact Fees in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 2nd day of May, 2023

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

April 24, 2023

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

ATTN: Thomas Mattis, City Manager

**RE: Water Well No. 17
Bid Award Recommendation**

Dear Mayor McShan:

The bid opening for the above referenced project was held on March 14, 2023. A total of two (2) bids were submitted. As shown on the attached bid tab, the base bids ranged from a low of \$1,756,379.00 from Hydro Resources-Mid Continent, Inc. and high of \$2,340,000.00 from TTE, LLC.

The project consists of well test hole, surface casing, screen, blank liner, pump, column, piping, electrical, and fencing.

The low bidder, Hydro Resources-Mid Continent, Inc., has successfully completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that Hydro Resources-Mid Continent, Inc. completed projects to the satisfaction of the Owners.

It is recommended that Hydro Resources-Mid Continent, Inc. be awarded the total base bid for the amount of \$1,756,379.00. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City. This project is partially funded by Certificate of Obligations with the remaining coming from water impact fees.

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".

K. Beau Perry, PE
Regional Vice President – DMS

Attachment: Bid Tabulation, Contractor Reference Checks

City of Elgin
Water Well No. 17
Bid Tabulation
March 14, 2023 - 11:00 AM



				Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, Texas 78610		TTE, LLC PO Box 1210 Marble Falls, Texas 78654	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
BASE BID							
P.1	Performance & Payment Bonds	1	L.S.	\$46,149.00	\$46,149.00	\$50,000.00	\$50,000.00
P.2	Mobilization/Demobilization	1	L.S.	\$68,377.00	\$68,377.00	\$110,000.00	\$110,000.00
P.3	Drill Complete Pilot Hole	1	L.S.	\$126,228.00	\$126,228.00	\$200,000.00	\$200,000.00
P.4	Water Well No. 17	1	L.S.	\$801,950.00	\$801,950.00	\$1,150,000.00	\$1,150,000.00
P.5	Plumbing Equipment	1	L.S.	\$399,978.00	\$399,978.00	\$430,000.00	\$430,000.00
P.6	SCADA Cabinet	1	L.S.	\$83,852.00	\$83,852.00	\$92,000.00	\$92,000.00
P.7	Well Pump Control Panel	1	EA.	\$170,872.00	\$170,872.00	\$210,000.00	\$210,000.00
P.8	OSHA	1	L.S.	\$366.00	\$366.00	\$5,000.00	\$5,000.00
P.9	Plug existing Well No. 10	1	L.S.	\$56,027.00	\$56,027.00	\$90,000.00	\$90,000.00
P.10	SWPPP	1	L.S.	\$2,580.00	\$2,580.00	\$3,000.00	\$3,000.00
TOTAL BASE BID				\$1,756,379.00			\$2,340,000.00
ALTERNATE BID ITEMS							
P.A.1	ATS Generator	1	L.S.	\$165,188.00	\$165,188.00	\$140,000.00	\$140,000.00
P.A.2	Add/Deduct Pilot/Test Hole Depth	1	V.F.	\$64.00	\$64.00	\$90.00	\$90.00
P.A.3	Add/Deduct 18" Surface Casing	1	V.F.	\$441.00	\$441.00	\$692.25	\$692.25
P.A.4	Add/Deduct from 12-3/4" Screen	1	V.F.	\$291.00	\$291.00	\$484.00	\$484.00
P.A.5	Add/Deduct from 12-3/4" Liner	1	V.F.	\$436.00	\$436.00	\$370.00	\$370.00
P.A.6	Add/Deduct from 24" Underarm/Gravel Pack	1	V.F.	\$229.00	\$229.00	\$320.00	\$320.00
P.A.7	Add/Deduct from 8" Pump Column	1	V.F.	\$119.00	\$119.00	\$195.00	\$195.00
P.A.8	Complete Closing pilot/test well	1	L.S.	\$69,740.00	\$69,740.00	\$300,000.00	\$300,000.00
P.A.9	Add/Deduct 18" nonseamless surface casing	1	L.S.	\$321.00	\$321.00	\$663.00	\$663.00
P.A.10	Add/Deduct non-seamless pipe-based well screen	1	L.S.	\$291.00	\$291.00	\$914.00	\$914.00

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin Water Well No. 17

CONTRACTOR: Hydro Resources

CONTACT INFO: Mike Buse
(713) 885-1622

REFERENCE (NAME & COMPANY/CITY): Alisa Gruber (CP&Y Engineering)

REFERENCE CONTACT INFO: (210) 798-2302

DATE OF INTERVIEW: 3/16/2023

REFERENCE PROJECT AREA(S) OF WORK:

☐ **UTILITIES:** _____

☐ **CONCRETE**

☐ **ROADWAY & TRANSPORTATION**

☐ **GENERAL CONSTRUCTION**

☒ **OTHER:** Public water supply wells and pumping systems

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

Drilled and constructed 4 new public water supply wells, depth of 770' x 24" borehole, completed with 16" SS casing and 12" SS pipe-based screens.

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Reference project contained more wells, but is still of the same nature as the bid project.

2. General:

- a. How much of the work was self-performed versus sub-contracted out?

Self-performed mostly, subcontracted fencing and cement.

- b. Did the contractor do the utilities or sub contract it out?

N/A

- c. Did the contractor do the roadway work or sub contract it out?

N/A

3. Would you hire this contractor again?

Yes

4. 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
- c. Were there any significant delays or work stoppages?
Yes, due to material supply and COVID, obtained time extension.
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
Yes, due to covid and material supply.
- e. Other?
n/a

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
One owner directed to change one of the well types, one due to covid and material supply.
- 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

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
No

7. General Problems/Issues:

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

- 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
- 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

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin Water Well No. 17

CONTRACTOR: Hydro Resources

CONTACT INFO: Mike Buse

(713) 885-1622

REFERENCE (NAME & COMPANY/CITY): Eddy Daniel (DBI Engineering)

REFERENCE CONTACT INFO: (972) 529-0489

DATE OF INTERVIEW: 3/16/2023

REFERENCE PROJECT AREA(S) OF WORK:

☐ **UTILITIES:** _____

☐ **CONCRETE**

☐ **ROADWAY & TRANSPORTATION**

☐ **GENERAL CONSTRUCTION**

☒ **OTHER:** Public water supply wells and pumping systems

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

Drilled and constructed new public supply well on the Antlers Aquifer, drilled 2,235' x 16" borehole. Completed with 10" carbon steel casing and 6" SS screen.

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Reference project seems very similar to the bid project

2. General:

- a. How much of the work was self-performed versus sub-contracted out?

.self-performed

- b. Did the contractor do the utilities or sub contract it out?

N/A

- c. Did the contractor do the roadway work or sub contract it out?

N/A

3. Would you hire this contractor again?

Yes

4. Project Time:

- a. Was the construction started and completed on time?
No, complications caused it to take longer than anticipated.
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No
- c. Were there any significant delays or work stoppages?
Yes, due to site conditions that were not the contractor's fault.
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
Yes, due to site conditions and equipment issues.
- e. Other? N/A

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
No, change orders were due to a change in scope.
- 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

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
No

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?
Yes
- 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
- e. Was there excessive personnel turnover for the contractor's field workers?
Unknown, reference did not monitor.
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin Water Well No. 17

CONTRACTOR: Hydro Resources

CONTACT INFO: Mike Buse
(713) 885-1622

REFERENCE (NAME & COMPANY/CITY): Matt van Hattem (Collier Consulting)

REFERENCE CONTACT INFO: (254) 592-1883

DATE OF INTERVIEW: 3/16/2023

REFERENCE PROJECT AREA(S) OF WORK:

☐ **UTILITIES:** _____

☐ **CONCRETE**

☐ **ROADWAY & TRANSPORTATION**

☐ **GENERAL CONSTRUCTION**

☒ **OTHER:** Public water supply wells and pumping systems

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

Drilled and constructed new Public Supply Well in the Trinity Aquifer, depth of 1,250' x 22" borehole, completed with 18" carbon steel casing and 12" SS screen.

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Reference project appears to be very similar in nature to the bid project.

2. General:

- a. How much of the work was self-performed versus sub-contracted out?

95% self-performed, cement casing subcontracted.

- b. Did the contractor do the utilities or sub contract it out?

N/A

- c. Did the contractor do the roadway work or sub contract it out?

N/A

3. Would you hire this contractor again?

Yes

4. Project Time:

- a. Was the construction started and completed on time?
Started on time, waiting on owner to decide flow rate for it to be completed.
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
Waiting on owner.
- c. Were there any significant delays or work stoppages?
No
- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
No
- e. Other? N/A

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
No
- 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?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
No

7. General Problems/Issues:

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

- 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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER WITH CSA CONSTRUCTION FOR THE RELOCATION OF A GENERATOR TO WATER WELL SITE NO. 14 AS PART OF THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Engineer/Director of Public Works

PROPOSED ACTION:

This item is for consideration of a Resolution to authorize an amendment to the existing agreement with CSA Construction Inc. for relocation of the existing wastewater treatment plant (WWTP) generator.

BACKGROUND:

The City Council approved the issuance of the Certificates of Obligation (COs) in 2021 in the principal amount of \$14.8M to provide funding for a wide range of water and wastewater system improvements.

One major component of the 2021 CO Capital Improvements Program is the on-going Wastewater Treatment Expansion Project, which will double the treatment capacity of the existing plant.

Part of the expansion project includes a new emergency power generator (which has been completed). However, the staff assessed the viability of the existing WWTP emergency generator and has deemed it to have significant remaining useful. As such, the staff is now recommending that said generator be moved from the WWTP to Water Well No. 14. By doing so, the City will henceforth have the ability to utilize said generator to continue to pump water from Well No. 14 in times of primary power loss.

This will provide the City with an alternative power source that is currently unavailable; and will add to the City's plan for a water production system that can be totally operated by on-site power supply.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing an amendment to the existing agreement with CSA Construction Inc. in the amount of \$136,906.05 for the relocation of the existing wastewater treatment plant generator to Water Well Site No. 14; and direction to staff, if any, regarding same.

ATTACHMENTS: Resolution and City Engineer's recommendation

{ } 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 A CHANGE ORDER WITH CSA CONSTRUCTION FOR THE RELOCATION OF A GENERATOR TO WATER WELL SITE NO. 14 AS PART OF THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin provides wastewater services to residents and businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area; and,

WHEREAS, the Elgin City Council approved the issuance Certificates of Obligation (COs) in the principal amount of \$14.8M in 2021 to provide funding for a wide range of water and wastewater system improvements; and,

WHEREAS, the City is presently engaged in a major project that will double the size of the Wastewater Treatment Plant and the change order that is the subject matter of this Resolution is necessary to accomplish one of the overall goals of the CO Capital Improvement Program.

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 finalize negotiations and execute an amendment to the existing agreement with CSA Construction Inc. in the amount of \$136,906.05 for the relocation of the existing wastewater treatment plant generator to Water Well Site No. 14, a copy of the City Engineer's recommendation regarding same 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. 2021 Certificates of Obligation and Wastewater Impact Fee Funding. The City Council does also hereby expressly approve the utilization of proceeds from both the 2021 Certificates of Obligation debt issuance and Wastewater Impact Fees in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the City of Elgin Annual Operating Budget may be required at a future date to formally appropriate funds for this item.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 2nd day of May, 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

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

April 26, 2023

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

**Re: Elgin WWTP Expansion
Change Order No. 10**

Dear Mr. Gonzalez:

Attached please find Change Order No. 10 for the above referenced project. This change order is for the relocation of the existing wastewater treatment plant generator to the City of Elgin's Well 14 site, including all work required to install and start-up the relocated generator (to be completed by 10-31-23), for the unloading of the 1600KW Generator purchased by the City of Elgin at the City's water treatment plant site and store the generator off of the ground.

The change order has been approved by this office and will increase the current contract amount by \$136,906.05. The new contract amount will be \$15,881,754.24. Please execute and forward a digital copy to TRC at kperry@trccompanies.com.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry", written in a cursive style.

K. Beau Perry, P.E.
Regional Vice President - DMS

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

**CONTRACT CHANGE ORDER NO. 10
WASTEWATER TREATMENT PLANT EXPANSION**

OWNER:	<u>City of Elgin</u>
CONTRACTOR:	<u>CSA Construction, Inc.</u>
ORIGINAL CONTRACT AMOUNT:	<u>\$15,422,000.00</u>
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	<u>\$322,848.19</u>
CURRENT CONTRACT AMOUNT:	<u>\$15,744,848.19</u>
ORIGINAL CONTRACT TIME (DAYS):	<u>730</u>
ORIGINAL SUBSTANTIAL COMPLETION DATE:	<u>5/3/2023</u>
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	<u>213</u>
CURRENT CONTRACT TIME (DAYS):	<u>943</u>
CURRENT SUBSTANTIAL COMPLETION DATE:	<u>12/2/2023</u>
CURRENT FINAL COMPLETION DATE:	<u>1/31/2024</u>

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO.10.1	For the relocation of the existing wastewater treatment plant generator to the City of Elgin's well 14 site, including the construction of a generator foundation, the necessary electrical connections to run that site under the relocated generator's power as described by the design drawings labelled "Well #14 Generator Relocation", and start-up of the relocated generator. (Contractor shall complete work by 10-31-23.)	1	LS	\$124,157.55	\$124,157.55
CO.10.2	For the unloading of the 1600KW Generator purchased by the City of Elgin at the City's water treatment plant site. This includes the provision of the crane, rigging, manpower, and supports needed to unload the generator and store the generator off of the ground.	1	LS	\$6,662.08	\$6,662.08
CO.10.3	For the 16" pipe fittings required to adjust the alignment of the new Chlorine Contact Splitter box effluent pipe, per RFI 96.	1	LS	\$5,486.42	\$5,486.42
CO.10.4	For the remobilization of the backup generator to the site for the replacement of the existing transformer with a 750 KVA model.	1	LS	\$600.00	\$600.00

TOTAL COST OF THIS CHANGE ORDER:	\$136,906.05
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PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	<u>\$136,906.05</u>
REVISED CONTRACT AMOUNT:	<u>\$15,881,754.24</u>
NET CHANGE IN CONTRACT TIME (DAYS):	<u>29</u>
REVISED CONTRACT TIME (DAYS):	<u>972</u>
REVISED SUBSTANTIAL COMPLETION DATE:	<u>12/31/2023</u>
REVISED FINAL COMPLETION DATE:	<u>2/29/2024</u>

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

Michael Gonzalez, Director of Public Works
City of Elgin

Date

April 26, 2023


K. Beau Perry, P.E., Regional Vice President-DMS
TRC Engineers, Inc.

Date

Doug Laird, Project Manager
CSA Construction, Inc.

Date