



**ELGIN CITY COUNCIL AGENDA  
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS  
404 NORTH MAIN STREET  
January 9, 2024  
6:30 PM**

Members of the public may watch the meeting at:

[https://www.youtube.com/channel/UC3OGBV\\_loV0Nr3AqM1jTzA](https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA)

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. PUBLIC COMMENT**

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

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

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

**VI. PRESENTATION**

1. **Bastrop County Public Health Task Force Presentation**

## **VII. CITY MANAGERS REPORT**

1. **City of Elgin 101 Presentation**
2. **General Activity Report and/or Project Update**

## **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-December 5, 2023**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CITIZEN'S PARTICIPATION PLAN UNDER THE GENERAL LAND OFFICE MITIGATION METHOD OF DISTRIBUTION (GLO MIT MOD) PROGRAM**
3. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM.**
4. **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.**
5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO UPDATE AN AGREEMENT WITH TRC ENGINEERS FOR CONSTRUCTION INSPECTION SERVICES FOR THE WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO**
7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN AND SYNLAWN CENTRAL TEXAS FOR PLAYGROUND INSTALLATION AND TURF IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO**
8. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATP SOLUTIONS TO PROVIDE WI-FI IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**

9. **CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE B; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON 2ND THURSDAYS: JANUARY 11, FEBRUARY 8, MARCH 14, APRIL 11, MAY 9, JUNE 13, JULY 11, AUGUST 8, SEPTEMBER 12, OCTOBER 10, NOVEMBER 14, DECEMBER 12, 2024.**

## **IX. NEW BUSINESS**

1. **AN ORDINANCE AMENDING CHAPTER 32 - SIGNS, ARTICLE II, DIVISION 4 – VARIANCES, SECTION 32-103 AMENDING AND CHAPTER 32 - SIGNS, ARTICLE V – PROHIBITED SIGNS, SECTION 32-267, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PURCHASE OF FOUR PURSUIT RATED VEHICLES FROM SISBEE FORD INC. RELATED TO THE ELGIN POLICE DEPARTMENT PATROL OPERATIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN GRANTWORKS, INC AND THE CITY OF ELGIN FOR ADMINISTRATIVE WORK IN REGARD TO THE GENERAL LAND OFFICE’S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN TRC ENGINEERS, AND THE CITY OF ELGIN FOR DESIGN WORK IN REGARD TO THE GENERAL LAND OFFICE’S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.**

## **X. EXECUTIVE SESSION**

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

## **XI. RECONVENE**

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

## **XII. ANNOUNCEMENTS**

## **XIII. ADJOURMENT**

The City Council may retire to executive session any time between the meeting’s opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific

occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

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

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

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, January 5, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs", written in black ink on a light background.

Jennifer Stubbs, City Secretary





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** City Council Regular Meeting Minutes-December 5, 2023

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Regular Meeting Minutes.

**BACKGROUND:**

N/A

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Regular Meeting Minutes.

**ATTACHMENTS:**

None

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

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



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CITIZEN'S PARTICIPATION PLAN UNDER THE GENERAL LAND OFFICE MITIGATION METHOD OF DISTRIBUTION (GLO MIT MOD) PROGRAM

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Resolution

**BACKGROUND:**

A requirement of the application for the Texas General Land Office Community Development Block Grant Mitigation Method of Distribution Program (CDBG-MIT MOD) is for the applying entity to establish a citizen participation plan that complies with the requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Elgin, 310 N Main St, Elgin, TX 78621, 512-281-5124 during regular business hours.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution

**ATTACHMENTS:**

1. Resolution CPP
2. Elgin Citizen Participation Plan GLO MIT MOD

{ } 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  
ADOPTING A CITIZEN’S PARTICIPATION PLAN  
UNDER THE GENERAL LAND OFFICE MITIGATION  
METHOD OF DISTRIBUTION (GLO MIT MOD)  
PROGRAM.**

**WHEREAS**, the General Land Office and Housing and Urban Development follow 24 CFR and Citizen’s Participation efforts; and

**WHEREAS**, the City of Elgin wishes to engage its citizens, provide full transparency and language access during grant fund expenditures; and

**WHEREAS**, the City of Elgin will utilize appropriate methods to distribute updates on the grants outlined in the plan.

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

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

**Section 2. Effective Date.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of January 2024

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary

**THE CITY OF ELGIN  
CITIZEN PARTICIPATION PLAN  
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK  
GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD)  
PROGRAM**

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas General Land Office (GLO) Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT MOD) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Elgin, 310 N Main St, Elgin, TX 78621, 512-281-5124 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT MOD project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT MOD project(s), whether it is a proposed, ongoing, or completed CDBG-MIT MOD project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor, at 310 N Main St, Elgin, TX 78621 or may contact 512-281-5124.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT MOD program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

**TECHNICAL ASSISTANCE**

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT MOD funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT MOD funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT MOD funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT MOD funds;
3. Furnish citizens information, including but not limited to:
  - a) the amount of CDBG-MIT MOD funds expected to be made available
  - b) the range of activities that may be undertaken with the CDBG-MIT MOD funds
  - c) the estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons
  - d) if applicable, the proposed CDBG-MIT MOD activities likely to result in displacement and the entity's anti- displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
  - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
  - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
  - c) Posting of notice on the local entity website (if available);
  - d) Public Hearing; or
  - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
    - Certified mail
    - Electronic mail or fax
    - First-class (regular) mail
    - Personal delivery (e.g., at a Council of Governments [COG] meeting)

## PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT MOD applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
  - (a) The amount of CDBG-MIT MOD funds available per application;
  - (b) The range of activities that may be undertaken with the CDBG-MIT MOD funds;
  - (c) The estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

- (d) The proposed CDBG-MIT MOD activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
  3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
  4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
  5. Town may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
  6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

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Theresa Y McShan, Mayor  
City of Elgin

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Date

**LA CIUDAD DE ELGIN**  
**PLAN DE PARTICIPACIÓN DEL CIUDADANO**  
**TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE COMMUNITY**  
**DEVELOPMENT BLOCK GRANT MITIGACIÓN DE MÉTODO DE DISTRIBUCIÓN**  
**(CDBG-MIT MOD)**

## PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT MOD) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la ciudad de Locality, dirección, ciudad, TX zip code, 512-281-5124 durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-MIT MOD.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT MOD, si se trata de un proyecto (s) CDBG-MIT MOD propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 310 N Main St, Elgin, TX 78621 o puede llamar a 512-281-5124.
2. Una copia de la queja o queja será transmitida por el Alcalde de la ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida.
3. El Alcalde de la ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT MOD para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

## ASISTENCIA TÉCNICA

Cuando se le solicite, la ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-MIT MOD. La ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

## ESFUERZOS PUBLICOS

La ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT MOD. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT MOD;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT MOD por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo, pero no limitado a:
  - a) la cantidad de fondos CDBG-MIT MOD que se espera estén disponibles
  - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT MOD
  - c) el monto estimado de los fondos CDBG-MIT MOD que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
  - d) si procede, las actividades propuestas de CDBG-MIT MOD que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
  - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
  - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
  - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
  - d) Audiencia pública; o
  - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
    - Correo certificado
    - Correo electrónico o fax
    - Correo de primera clase (normal)
    - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

## DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT MOD, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
  - a) La cantidad de fondos de CDBG-MIT MOD disponibles por solicitud,
  - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT MOD;



- c) El monto estimado de los fondos de CDBG-MIT MOD propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
  - d) Las actividades propuestas de CDBG-MIT MOD que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
  3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
  4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
  5. La ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
  6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

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Theresa Y McShan, Alcalde  
La ciudad de Elgin

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Date



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM.

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Resolution

**BACKGROUND:**

The presented resolution discusses the proposed Mitigation Method of Distribution (MIT MOD) grant, where the Mayor and City Manager are designated signatories and executive officers of any grant-related document and activities. It also permits GrantWorks to submit the application on The City's behalf and shows the City of Elgin's commitment to completing the Water Treatment Plant Expansion project with an additional match to cover the costs associated with the project. The grant amount is \$1,907,700, and the total project cost is \$7,075,690. The difference comes out to \$5,104,990 for the match.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution

**ATTACHMENTS:**

1. Elgin Application Resolution Match

- { } 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 COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM.**

**WHEREAS**, the City of Elgin desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

**WHEREAS**, it is in the best interests of the City of Elgin to apply for funding under the CDBG-MIT MOD Program;

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

1. That a CDBG-MIT MOD application is hereby authorized to be filed with the Texas General Land Office (GLO) for funding consideration under the CDBG-MIT Method of Distribution Funds.
2. That the application be for up to \$1,970,700 of grant funds to provide water improvements.
3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT MOD Program.
4. That the Mayor and/or City Manager is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
5. That the City's grant administrator, GrantWorks, Inc., is authorized to complete and submit the application on behalf of the City.
6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
7. That contributing funds in the amount of up to \$5,104,990 in cash are committed by the City of Elgin towards construction, engineering and/or administration.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of January 2024

ATTEST:

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE 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:** Executive

**PROPOSED ACTION:** Approval of the Resolution.

**BACKGROUND:**

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.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. EPD Station Res-FGMA

- { } 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 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 invoices 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 \$5,194.90 from August 26, 2023, to September 29, 2023, and a dollar amount of \$5,102.41 from September 30, 2023 to October 27, 2023, and a dollar amount of \$5,063.50 from October 28, 2023 to November 24, 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 *FY23-24 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 9<sup>th</sup> day of January 2024

ATTEST:

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

\_\_\_\_\_  
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 BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Resolution.

**BACKGROUND:**

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 Baird/Williams Ltd. to provide construction services as part of the CMAR team.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. EPD Station Resolution-BWC

- { } 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 APPROVE  
PROFESSIONAL SERVICES FEES WITH  
BAIRD/WILLIAMS CONSTRUCTION, LTD 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 Baird/Williams Construction, Ltd to provide constructions services as part of the CMAR team, and;

**WHEREAS**, Baird/Williams Constructions, Ltd have submitted invoices 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 \$82,655.70 for Bid Package 1, Payment Application #8, and a dollar amount of \$10,896.50 for Bid Package #2 Payment Application #6 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 *FY23-24 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 9<sup>th</sup> day of January 2024

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO UPDATE AN AGREEMENT WITH TRC ENGINEERS FOR CONSTRUCTION INSPECTION SERVICES FOR THE WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Approval of a Resolution authorizing The City Manager to Execute an agreement With TRC Engineers of Austin, TX for additional Inspection services in the amount of \$117,330.00 at the Wastewater treatment facility and providing direction to staff, if any, regarding the same.

**BACKGROUND:**

The Wastewater Treatment facility upgrades are progressing very well. Certain additions have already been approved by the council by way of change orders with CSA construction. The proposal before you now is for the addition of inspection services performed by TRC. Just as with the change orders to the project, these additional services are paid out of impact fees. As more customers join the system the staff is in turn adding those improvements back into the system.

**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 The City Manager to Execute an agreement With TRC Engineers of Austin, TX for additional Inspection services in the amount of \$117,330.00 at the Wastewater treatment facility and providing direction to staff, if any, regarding the same.

**ATTACHMENTS:**

1. RESConstructioninspection
2. Construction Inspection Engineering Services Additional No. 4

- { } 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 UPDATE AN  
AGREEMENT WITH TRC ENGINEERS FOR CONSTRUCTION  
INSPECTION SERVICES FOR THE WASTEWATER  
TREATMENT PLANT AND MAKING CERTAIN FINDINGS  
RELATED THERETO**

**WHEREAS**, the City of Elgin has an obligation to provide utility services to Elgin residents and nearby customers; and,

**WHEREAS**, The wastewater treatment plant now nearing completion will need additional inspection services to finish the project; and,

**WHEREAS**, City staff have engaged TRC engineers to add these services as a change order proposal to the project.

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

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

**Section 2. Authorization.** The Mayor and or the City Manager is hereby authorized to execute the *Agreement for Construction Inspection Services* 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 9<sup>th</sup> day of January 2024

\_\_\_\_\_  
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

November 28, 2023

Mr. Thomas Mattis, City Manager  
City of Elgin  
310 North Main  
Elgin, Texas 78621

**RE: Wastewater Treatment Plant Expansion Project  
Construction Inspection Services  
Additional Engineering Services Proposal No. 4**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Letter for professional engineering services for the construction inspection services on the above-referenced project, described as follows:

**SCOPE OF WORK**

TRC will perform the following Scope of Work:

Task No. 1

1. TRC will provide inspection services for the construction project based on providing inspection services for five (5) days per week to extend till March 31, 2024.
2. For those days that the TRC inspector is present, daily, weekly, and monthly reports including photo logs will be provided to City staff for review.

Task No. 2

1. TRC will provide project management services for the construction project based providing monthly meetings and meeting minutes (three months maximum).
2. Continued support on submittals, RFI's, change orders, and integration of other project related work offsite.

**ASSUMPTIONS**

As the basis for the preparation of this proposal and the associated cost of services, the following assumptions were made, which if found to be incorrect, may result in additional compensation to TRC:

- Preparation of construction permits or associated fees.

- Inspection services costs are based on 8-hour working days.
- Inspection services will be invoiced monthly based on construction time.
- TRC's effort and costs for construction services are based on a construction project duration extension of three (3) consecutive months extending from the previous amendment conclusion of December 30, 2023. If the construction period exceeds this time limit, TRC will provide an additional task order based on then-existing time-and-materials rates.

### **EXCLUSIONS**

TRC will not control or have charge of, and shall not be responsible for:

- Construction means, methods, techniques, and sequences;
- Procedures of construction;
- Construction topographical surveying and staking, or post construction survey (as-built conditions);
- Quality assurance testing;
- Conflict resolution with private property owners;
- Investigations, analyses, studies or design for substitutions or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents;
- Health or safety programs or precautions connected with the work;
- Managing, supervising, or have charge of construction; and
- Services related to contractor compliance with wage rate and DBE requirements of construction contract provisions, including field interviews of contractor employees.

### **COMPENSATION FOR SERVICES**

TRC Engineers, Inc. will provide the professional engineering services as outlined in the Scope of Work and within the Master Services Agreement executed between the City and TRC. The lump sum costs to provide these services is identified in the Fee Schedule below.

#### **Fee Schedule:**

| <b>Task</b>                       | <b>Cost</b>      |
|-----------------------------------|------------------|
| Task 1 – Construction Inspection: | \$78,975         |
| Task 2 – Project Management:      | \$31,200         |
| <b>Total:</b>                     | <b>\$117,330</b> |



Mr. Thomas Mattis, City Manager  
City of Elgin  
November 28, 2023  
Page 3 of 3

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing (percent complete for each task).

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or material cost through a formal change order process, which results in approval of the additional cost prior to excluding the additional work.

The services will be provided in Bastrop County.

Fees for service quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this Letter of Agreement and, upon acceptance, sign in the space provided below.

Sincerely,

\_\_\_\_\_  
K. Beau Perry, P.E.  
Vice President

\_\_\_\_\_  
Thomas Mattis, City Manager  
City of Elgin

\_\_\_\_\_  
November 28, 2023  
Date

\_\_\_\_\_  
Date



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN AND SYNLAWN CENTRAL TEXAS FOR PLAYGROUND INSTALLATION AND TURF IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** Approval of the Resolution.

**BACKGROUND:**

The playground for Veterans Memorial Park includes a zip line and a train structure that required additional installation engineering guidance. Studio 16:19 recommends moving forward with the owner purchased items identified here-in for a total cost of approximately \$60,141.67. Last August, the City Council approved funding for the project totaling \$1,877,710. Studio16:19 is finalizing a deduct change order of approximately \$6,930 from the G Hyatt Construction contract that is a result of the final conformed Issued For Construction (IFC) plan set for the Project. The deduct change order will further reduce the current identified project deficit to approximately \$38,109, which is an increase of \$15,010 from the original total as approved by the Council. Approving the items listed above will place the total cost for the Veterans Memorial Park Expansion Project at \$1,892,720.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Adopt and approve the Resolution.

**ATTACHMENTS:**

1. ResKompanSynlawnVeteransExp (1)
2. 22.856\_Elgin VMP\_Owner Purchase Items\_2023.12.20

- { } 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 EXECUTE  
AN AGREEMENT WITH KOMPAN AND SYNLAWN  
CENTRAL TEXAS FOR PLAYGROUND INSTALLATION  
AND TURF IN VETERANS MEMORIAL PARK EXPANSION  
AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

**WHEREAS**, the City Council approved a new playground, outdoor classroom, stage, seating, and nature play area for Veterans Memorial Park Expansion and;

**WHEREAS**, the Parks & Recreation Advisory Board and Historic Review Board reviewed and approved the park expansion and;

**WHEREAS**, the staff worked with Studio 1619 to find a qualified contractor and;

**WHEREAS**, staff recommends awarding the project as proposed to Kompan and Synlawn Central Texas with the details specified in the attached documents.

**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 agreements with Kompan and Synlawn Central Texas in the amount of the proposal packages attached.

**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 9<sup>th</sup> day of January 2024

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary

December 20, 2023



**City of Elgin**  
Ms. Amy Miller  
PO Box 591  
Elgin, TX 78621

**Re: Owner Purchased/ Owner Provided Items and Turf Surfacing Recommendations**

Project Name: Veterans Memorial Park  
Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

To ascertain the best playground construction methods and long-term viability for the City's Veterans Memorial Park project, studio16:19 have evaluated several options for the play berm element located at the playground. A play berm was provided by the General Contractor (G.Hyatt) per the design drawings on site. However, sequencing and compaction concerns of the play berm and how the playground installers (Kompan) could ensure that the berm built by the General Contractor maintains a 95% compaction level has been a main point of discussion.

While the General Contractor and the playground installer can both provide for this installation, it is our professional opinion and recommendation that it is more beneficial to the project for Kompan to provide the play berm and top layer concrete surface treatment as a turnkey installation scope for all playground elements. Kompan would then have full responsibility for the construction to their written specifications as noted below, the installation of the footings provided by TRC, noted below and would be about to manage impacts to the play berm, recompacting or filling in as needed after installation of the playground equipment, and ultimately providing the shotcrete cap layer upon which the turf will be applied.

In addition, upon further review of the structural design submittals provided by Kompan, it was determined that additional details were necessary to ensure public safety and longevity of the product installation due to the poor soils on site as listed in the Geotechnical Report for the project. The City requested sealed, engineered drawings from TRC and these were provided on December 15, 2023. Studio 16:19 concurs with the recommendations as provided and takes no exceptions to the design, as provided and sealed by the design engineer.

Kompan in review of the footing design provided an updated proposal amendment (CO1) to their previously approved contract totaling \$7,500 to install the playground equipment according to the TRC structural design plans.

Lastly, Kompan has not provided any drawings for the construction of the berm, however they provided the following specs below for their installation and sequencing of these elements:

- Play berm built with flex base or road base. Built in lifts and compacted to 95% compaction. To rough grade per Kompan playground layout drawing.
- Install structural footings as designed by TRC.
- Install Kompan play equipment per manufacturer specifications
- Once equipment is set, rebar mesh mat is placed, and low PSI concrete, gunite or shotcrete is applied at 3-4" on top of play berm with light broom finish.
- Turf pad and Turf installed on top (refer to below).

**Our final recommendation regarding the play berms and structural footings would be to move forward with Kompan's proposals as attached and construction methodology mentioned above. We believe this design and plan set for both elements demonstrates an appropriate installation method to address all concerns regarding compaction, functionality, maintenance, and provides a superior warranty due to the turn-key scope.**

To ascertain the best playground surfacing products for the City's Veterans Memorial Park project, studio16:19 have evaluated multiple reputable artificial turf products, vendors, and installers. Please reference attached artificial turf technical and product specifications, as well as the physical samples provided. Below are our findings:

- **ForeverLawn** – *Playground Grass Ultra or Academy*
  - Aesthetics and Product Quality – It is our opinion that the PG Ultra has a better look when compared to the PG Academy. The green coloring of Ultra looks more realistic compared to the Academy, which looks shinier – especially from far away and when looking across at eye level (mound condition). Both options feel very papery and thin compared to other turf products. Our main concern in this, is that children will easily grip their hands into the turf and thatching to be able to pull the turf up or rip the blade/thatching material out. On the other hand, the PG options feel softer than competitor products.
  - Installation Method –Base prep, nailer boards, cutting, seaming, securing, and finishing.
  - Cost –
    - PG Ultra (Turf, Padding, Freight, Install) -- **\$45,022.44**
    - PG Academy (Turf, Padding, Freight, Install) -- **\$42,830.33**
  - Other items for consideration – 15-Year Warranty, 100% recycled geotextile backing (concerns regarding durability/disintegration over time), Ultra is Anti-static and Antimicrobial, Academy is not either Anti-static nor Antimicrobial, ASTM F1292 and ASTM F1951 IPEMA Certified.
- **SYNLawn** – *SYNTipede 343*
  - Aesthetics and Product Quality – It is our professional opinion that the SYNTipede 343 product has a superior look and feel compared to its competitors. The blades are strong and sturdy, with the thatching providing additional support, thus less likely to flatten out over time. The blades and thatching provide a natural appearance. Being a sturdier blade material, the SYNTipede 343 product is not quite as soft.
  - Installation Method –Base prep, nailer boards, cutting, seaming, securing, and finishing.
  - Cost – SYNTipede 343 (Turf, Padding, Freight, and Install) -- **\$28,345.42**
  - Other items for consideration – Lifetime warranty, plant-based backing (strong and permeable), UV protection, E108 Class A Fire Rating, Anti-Static, Antimicrobial, ASTM F1292 and ASTM F1951 IPEMA Certified
- **Playcore** – *TotTurf: Pro Play Plus*
  - Aesthetics and Product Quality – We are unable to provide specific information regarding look and feel due to not being able to receive physical samples. Should the City choose to further explore the TotTurf option, we are able to provide an evaluation of physical samples at that time.
  - Installation Method –Base prep, nailer boards, cutting, seaming, securing, and finishing.
  - Cost –
    - Pro Play Plus (Turf, Envirofill, Padding, Install) -- **\$44,286.39**
  - Other items for consideration – 8-Year Warranty, EnviroFill with Microban helps fight the spread of bacteria, ASTM F1292 IPEMA Certified





**Our final recommendation regarding the artificial turf for the play berms would be to move forward with SYNLawn SYNTipede 343. We believe this product demonstrates equal installation methods as the other products, is a higher quality product, and provides a superior warranty.**

Below is a consolidated list (by VENDOR and proposal #) of the current approved owner-purchased/ owner-provided items minus site furnishings (i.e., picnic tables, park benches, trash receptacles, etc.) within the approved project budget that are to be purchased by the City:

**VENDOR: SYNLawn (proposal #38622)**

- **Artificial Turf - SYNTipede 343**
  - Cost – **\$28,345.42** (Turf, Padding, Freight, and Install)

**VENDOR: Kompan (proposal #SP130120-4)**

- **Play Mound Construction / Shotcrete**
  - Cost -- **\$24,296.25** (Materials and Install)

**VENDOR: Kompan (proposal #C01)**

- **Upgraded Structural Footings**
  - Cost -- **\$7,500** (Materials and Install)

**Summary:**

On August 15<sup>th</sup>, 2023, the city council approved **\$1,854,611** in total funding for the project with the total over all project cost of **\$1,877,710** with an identified project deficit of \$23,099 that would be absorbed by current funding within the City Budget as explained during the council meeting.

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, and final owner purchased/ owner supplied items recommend/identified (per the above) result in a revised project cost of **\$1,899,650** which increases the project deficit to \$45,039.

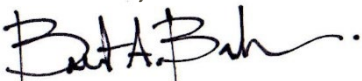
**Next Steps:**

- The City to move forward with owner purchased/provided items identified here-in for a total cost of approximately **\$60,141.67**.
- Studio16:19 to finalize a deduct change order of approximately \$6,930 from the G Hyatt construction contract that is a result of the final conformed Issued For Construction (IFC) plan set for the Project. The deduct change order will further reduce the current identified project deficit to approximately \$38,109, which is an increase of \$15,010 from the original total as absorbed by Council.

Please feel free to contact me should you have any questions, comments, or require any additional information. You may reach me via e-mail at [brent@studio1619.com](mailto:brent@studio1619.com) or by phone at (512) 534.8680.

Respectfully submitted,

studio 16:19, LLC

  
managing principal + founder





cc : Client  
Elizabeth Marzec, Program Manager – Parks and Recreation Department  
Beau Perry, PE, City Engineer

attachments:

Kompan - Sales\_Proposal\_SP130120-4 – Play Berm / Shotcrete  
Kompan – Change Order 1  
SYNLawn - proposal\_38622 - Turf

## Sales Proposal

City of Elgin Texas  
Elizabeth Marzec  
310 N Main St  
Elgin, TX 78621

Quote No. SP130120-4  
Customer No. C023441  
Document Date 11/10/2023  
Expiration Date 12/31/2023

Sales Representative Jose Fontanillas  
Email JosFon@Kompan.com  
Phone No. 787-402-8190 / 800-426-9788

Project Name US295472 City of Elgin Veterans Memorial Park Surfacing

| No.                 | Description                                   | Qty Unit   | Unit Price | Discount % | Net Price |
|---------------------|-----------------------------------------------|------------|------------|------------|-----------|
| US-CUSTOM-SURFACING | Build, Shape and cover Mound w/ Flowable Fill | 1 Sq. Feet | 25,575.00  | 5.00       | 24,296.25 |

Kompan not responsible for turf or turf warranty

| Description          | Retail Price | Discount | Net Price        |
|----------------------|--------------|----------|------------------|
| Subtotal - Surfacing | 25,575.00    | 1,278.75 | 24,296.25        |
| <b>Total USD</b>     |              |          | <b>24,296.25</b> |

**Payment Terms** 50% Prepayment , 50% Net 30 days

### Installation Site Address

Veterans' Park  
109 Depot St  
Elgin, TX 78621



## Sales Proposal

City of Elgin Texas  
Elizabeth Marzec  
310 N Main St  
Elgin, TX 78621

Quote No. SP130120-4  
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Phone No. 787-402-8190 / 800-426-9788

Project Name US295472 City of Elgin Veterans Memorial Park Surfacing

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): \_\_\_\_\_

Accepted By (please print): \_\_\_\_\_

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





SYNLAWN®

Proposal For

Studio 16:19  
Round Rock, TX

Location

109 Depot ST  
Elgin, TX

Elgin Veteran's Memorial Park

Terms  
Due on receipt

| ITEM DESCRIPTION                                                                                         | QUANTITY   | UNIT PRICE  | AMOUNT       |
|----------------------------------------------------------------------------------------------------------|------------|-------------|--------------|
| SYNTipede 343.<br>SYNTipede 343                                                                          | 2415 SQ FT | \$ 5.09     | \$ 12,292.35 |
| Brock YSR 1"<br>Brock YSR 1"                                                                             | 1500 SQ FT | \$ 2.50     | \$ 3,750.00  |
| Envirofill 12/20 Infill<br>Envirofill 12/20 Infill                                                       | 59 Bag(s)  | \$ 21.50    | \$ 1,268.50  |
| Installation Labor<br>Installation Labor                                                                 | 1475 SQ FT | \$ 3.80     | \$ 5,605.00  |
| Installation Materials<br>Installation Materials                                                         | 1          | \$ 2,115.32 | \$ 2,115.32  |
| Commercial Bender Board Installation and Materials<br>Commercial Bender Board Installation and Materials | 1          | \$ 3,314.25 | \$ 3,314.25  |
| BENDER BOARD 4"    BENDER BOARD 4"                                                                       | 380 LF     |             |              |
| Bender Board Installation    Bender Board Installation                                                   | 336 LF     |             |              |

Client Notes

GC responsible for subgrade and drainage / stub - ups.  
GC responsible for primary mound construction.

1" padding will mold to mound without concern.



Balances not paid by the due date are subject to late fees. All proposals expire 30 days after the proposal date.

|           |              |
|-----------|--------------|
| SUBTOTAL  | \$ 28,345.42 |
| SALES TAX | \$ 0.00      |
| TOTAL     | \$ 28,345.42 |

Signature

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

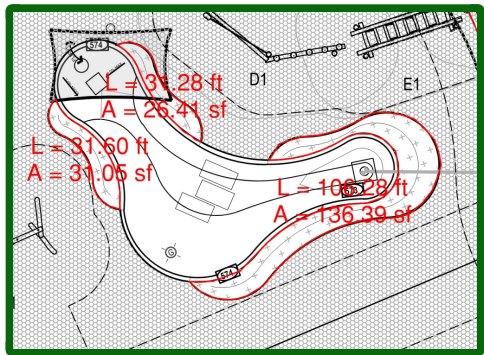
Payments as low as \$0/month  
[Learn more](#)

Please sign here to accept the terms and conditions

Sales Reps

Kammer Clann  
Mobile: 346-333-5144  
[kammer.clann@synlawn.com](mailto:kammer.clann@synlawn.com)

Photos





## TERMS & CONDITIONS

**THIS AGREEMENT** ("Agreement") is made by and between Strickly Green Grass, LLC ("Contractor") and owner(s). Whereby Contractor and Owner, for the consideration set forth herein, agree to the following:

**Article 1. Contract Payment** - Owner shall pay Contractor for the material and labor performed under the Agreement, plus applicable taxes, subject to additions and deductions, pursuant to authorized change orders. Payment is due in two (2) equal non-refundable installments as follows:

1. 50% deposit paid on the day this Agreement is made.
2. 50% upon substantial completion of the terms of this Agreement by Contractor.

You will be charged 18% per annum interest compounded monthly on all unpaid amounts due under terms in this Agreement. If your bank does not honor a payment by check, you will be charged a Fifty Dollar (\$50.00) bounced check fee. If Contractor is forced to pursue payment through legal means, you will be responsible for all interest, court costs and attorney's fees incurred by Contractor.

If a project total is \$20,000 or greater, 50% deposit will be required, 25% progress payment will be expected when material is delivered to site and then final 25% payment will be collected upon substantial completion of the terms of this Agreement by Contractor.

**Article 2. Amendments** – Any and all Agreements by the parties that amend, change, or revise the Agreement shall be binding even if such amendments may lack formal legal consideration, provided such agreements are in writing and executed by both parties. If there is a charge for such amendment, change, or revision, the additional charge will be added to the contract price of this Agreement.

**Article 3. Breach** - Any failure to make payment when due, shall be deemed a material breach of the Agreement. Contractor will cease work without breach on its part pending resolution of any dispute, including non-payment. Except for Contractor's lien rights, All Disputes hereunder shall first be attempted to be resolved through mediation in accordance with the mediation rules of the American Arbitration Association.

Should mediation be unsuccessful, then the Parties are free to pursue legal remedies under Texas law in the courts of Houston, Harris County, Texas.

**Article 4. Entire Agreement** - This Agreement, the estimate, and client expectations, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals, or agreements, oral, written, and all negotiations, conversations, or discussions hereto between the parties related to the subject matter of this Agreement.



**Article 5. Validity-** If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this Agreement shall remain in full force and effect provided the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this agreement.

**Article 6. Applicable Law** - This Agreement shall be construed in accordance with the laws of the State of Texas and venue for any legal proceeding shall be Houston, Harris County, Texas.

**Article 7. Miscellaneous** - In addition, the following general provisions shall apply:

1. All work shall be completed in a professional workmanlike manner.
2. Contractor warrants it is adequately insured for all injury to Contractor's employees and other incurring loss or injury as a result acts of the Contractor or Contractor's employees and subcontractors during installation.
3. Contractor agrees to leave the premises in a broom clean condition.
4. Contractors will not be liable for any delay due to circumstances beyond its control including weather, casualty, or general unavailability of material. Customer is required to notify Contractor of a cancellation or postponement 24 hours prior to final installation which is subject to a \$500 cancellation/postponement fee that will be added to the final balance due. Merchandise returned will be subject to a 10% restocking fee. Special ordered merchandise that is custom made is non-refundable.
5. Warranty: SYNLawn turf carries a limited lifetime warranty as specified under the SYNLawn warranty at [www.synlawn.com](http://www.synlawn.com).  
  
The installation is warranted for two (2) years from date of completion.
6. Self-install disclaimer: Upon taking possession of product, SYNLawn is not liable for any damage incurred to the product as a result of transporting the product. This also includes any damage made to any vehicle used in the transporting of such product.
7. Contractor will attempt, by all means, to protect personal property, lawn, shrubs, plants, landscaping, landscape lighting, cable lines, irrigation heads and lines, and areas of ingress/egress during the installation process. Even though Contractor will do their best to protect these areas, damage may occur in some instances, and contractor cannot be held responsible for damage(s) and/or repair.
8. Unless specified in the Agreement, it is not within the job scope to move, replace, or repair piping, or sprinklers. Hidden objects and conditions are not the responsibility of the Contractor. Contractor cannot avoid them in the process of installing SYNLawn. Owner is responsible for ensuring utilities, irrigation piping and sprinklers will not interfere with installation process and is responsible for any damage and/or repairs.
9. Owner is solely responsible for obtaining all required approvals including, but not limited to Homeowners Association approval prior to the installation. Failure of Homeowner to obtain any or approvals is not grounds for non-payment.

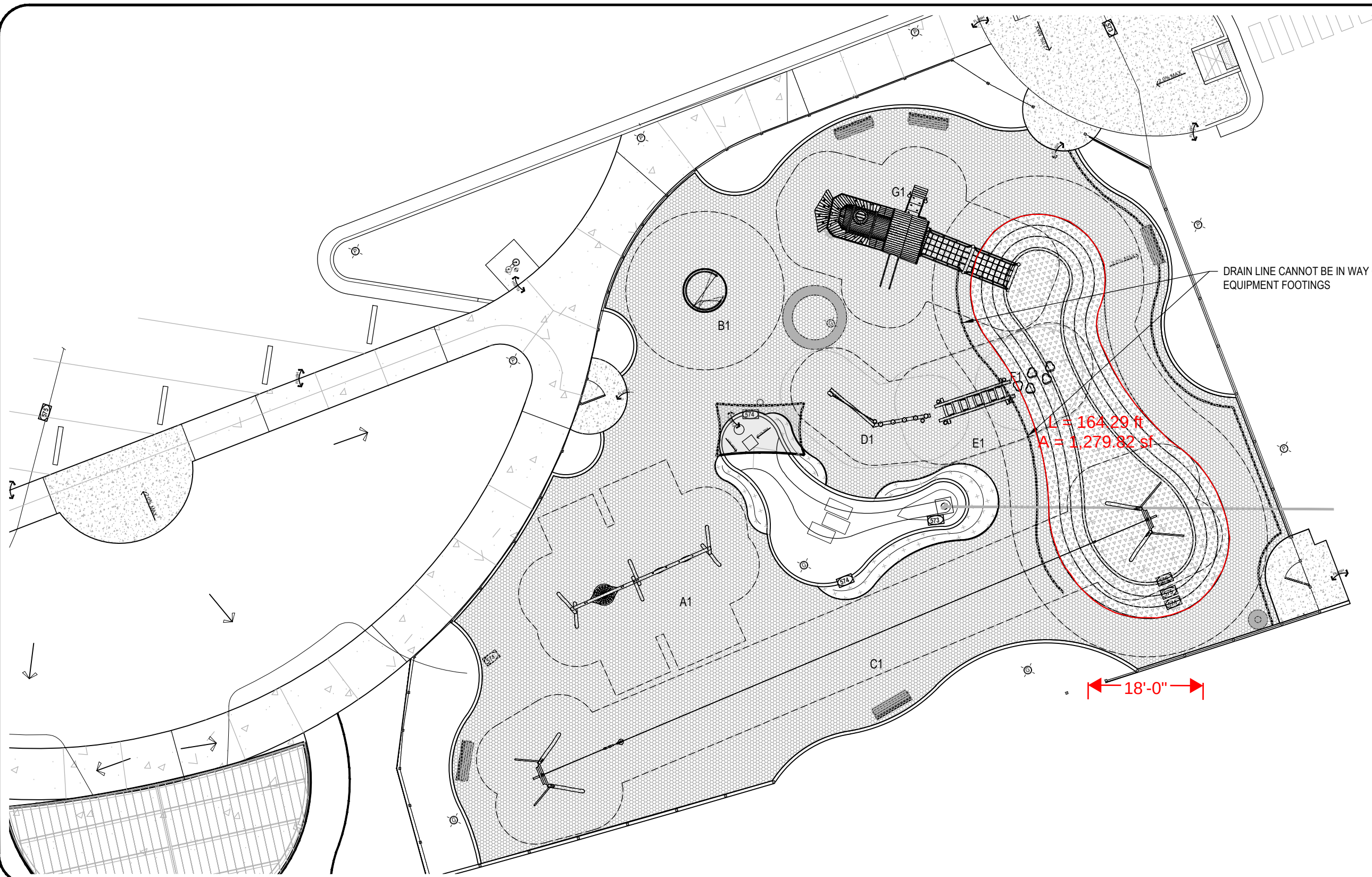


## CLIENT EXPECTATIONS

Thank you for choosing SYNLawn. We appreciate the trust you have put in our business and look forward to showing you why we are the number one synthetic grass company in the nation. In order to provide you with the best possible experience for your home or commercial improvement project, we would like to provide you with some important and helpful information. If you have any questions regarding the information you are being given in this document, please do not hesitate to call our office.

- Installation dates are set upon receipt of initial deposit, along with receipt of your signed proposal, Terms and Conditions, and Client Expectations. Please be advised that SYNLawn will do its best to accommodate scheduled installations but weather, casualty, scheduling conflicts, and general delays in material prevents SYNLawn from guaranteeing installation dates.
- Please expect your installation to take a day or more depending on the size of the job and the services you have ordered.
- When we plan your job we select and cut turf from the same dye lot. Please note that if you choose to add more turf while crews are on site or decide to add turf to your project after the job has been completed; we cannot guarantee that we will have a matching dye lot in stock. Make sure that all services that are to be completed by our crews are written in your contract. The crews will only perform work that appears in the contract and any additional work being requested on the job site will incur additional charges.
- Seams - Our SYNLawn professional crews work hard to hide any seams that may be needed in your project but we do not guarantee that seams will be 100% invisible.
- Pets - We do our best to recommend the appropriate synthetic grass products and after care instructions to our clients with pets. Recommendations include:
  - Choosing a synthetic turf product designed for medium to heavy traffic
  - Choosing an Antimicrobial Infill (Envirofill) as a top-coat infill
  - Please note that SYN Lawn cannot guarantee that pet odors will not develop over time.
- Temperature - Synthetic turf does not stay as cool as natural sod. During extreme temperatures the surface temperature of synthetic turf will get hot.
- Expansion and contraction - Synthetic turf can expand as temperatures rise and contract as the temperatures drop. We do everything possible to keep this at a minimum, but we cannot guarantee that ripples in the turf or gaps at the transitions won't develop. This is not something that is covered under your installation warranty.
- Reflective issues - Window reflections can damage your turf. Although we mostly see this in South, Southeast, and Eastern facing windows; any window reflection has the potential to reflect a high temperature that can melt your turf. Solar screens can prevent this from occurring and should be considered if you think you may have a window that will reflect on your synthetic grass. **Melting of Turf is NOT covered under your warranty.**

- Our crew leader will do a final inspection of the project to ensure quality of workmanship. We encourage you to participate in the final inspection, although we do not require you to be at the project location the final day of the installation. You will be asked to sign a certificate of completion on the final day of your project. This signed document is required before your turf can be registered and before your warranty can begin.
- Final payment will be due on the scheduled last day installation. You will be sent an invoice to pay from. If you paid by cash, please make sure that you get with your project administrator for instructions.



ZIPLINE FOR SLOPED SPACE REQUIRES 3%-4% GRADING. OWNER/OPERATOR TO PROVIDE CONFIRMATION OF ADEQUATE SITE GRADING.

SHADE MUST BE AT LEAST 84-INCHES FROM THE HIGHEST DESIGNATED PLAY SURFACE.

USE ZONES MUST BE CLEAR OF ALL OBSTRUCTIONS.

PLAYGROUND SITE MUST MEET SURFACING REQUIREMENTS AS PER ASTM F1292

BLUE PIP AREA: 7,416 SF  
SITE PERIMETER: 424 LF

TURF MOUND:  
SURFACE AREA: 1,407 SF  
VOLUME: 2,764 CU FT  
BASE OF MOUND: 1,280 SF

DRAIN LINE CANNOT BE IN WAY OF EQUIPMENT FOOTINGS

L = 164.29 ft  
A = 1,279.82 sf

18'-0"

| # | Product Number | Product Name                      | M.F.H. | Count |
|---|----------------|-----------------------------------|--------|-------|
| A | NRO912-xx01    | Double Swing Combination          | 7' 9"  | 1     |
| B | PCM157-xx01    | Universal Carousel                | 1' 3"  | 1     |
| C | NRO875-xx01    | Zipline, Sloped Space             | 6' 11" | 1     |
| D | NRO856-xx03    | Parkour 1                         | 5' 7"  | 1     |
| E | NRO810-xx01    | Wobble Bridge                     | 1' 5"  | 1     |
| F | NRO820-xx03    | Waterlilies Balance Posts - 5 pcs | 1' 1"  | 1     |
| G | KRS8200316     | Custom Train                      | 3' 7"  | 1     |

VETERANS' MEMORIAL PARK

109 Depot St.  
Elgin, TX  
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

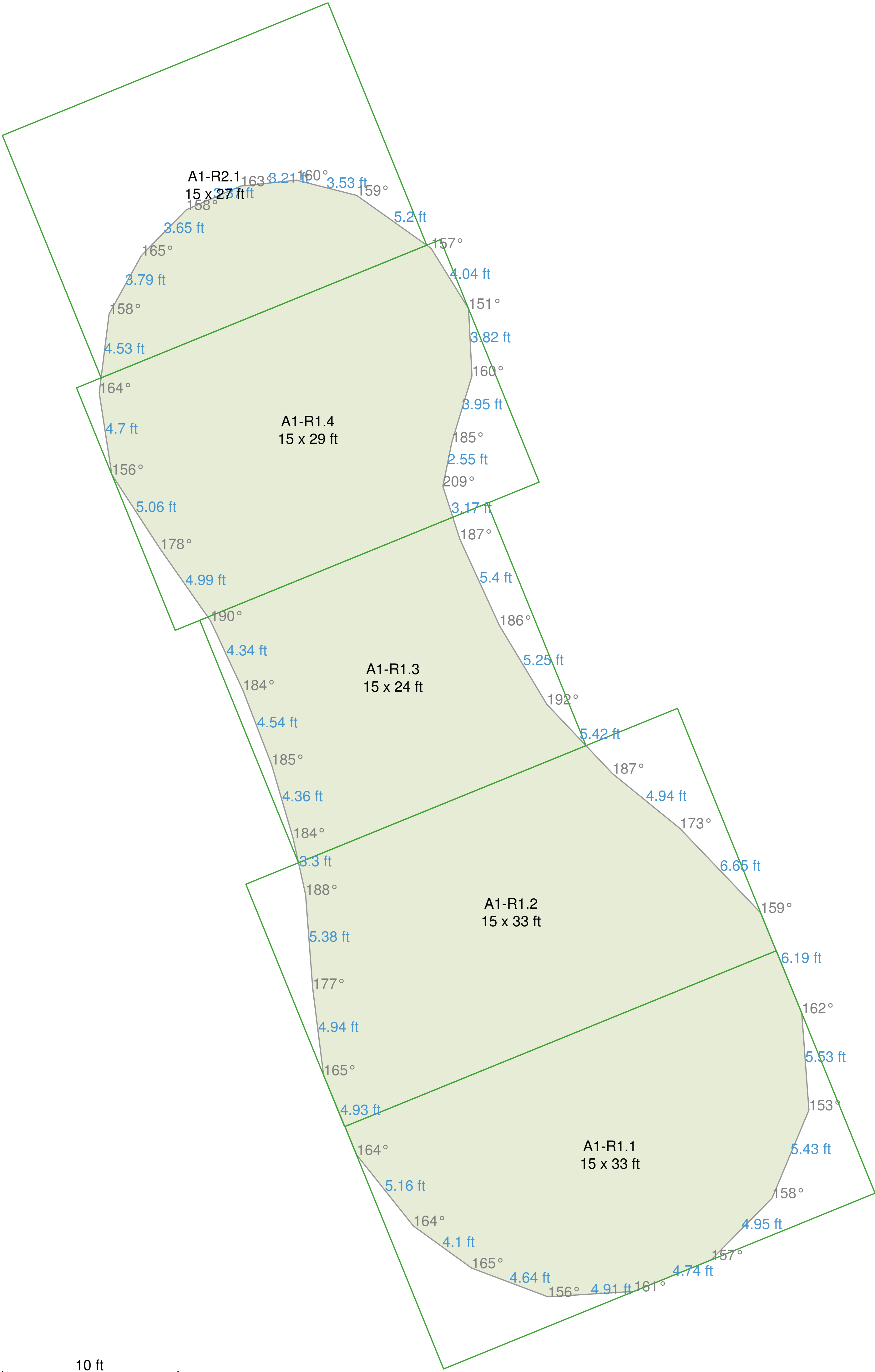
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

| SALES REPRESENTATIVE |          |            | SHEET          |
|----------------------|----------|------------|----------------|
| JosFon               |          |            | K1.0           |
| REVIEW BY            | DRAWN BY | DATE       |                |
| DESIGN               | JenHac   | 09/25/2023 |                |
| REV. NO.             | REV. BY  | REV. DATE  | REVISION NOTES |
| -                    | -        | -          | -              |

LAYOUT IS IN ACCORDANCE WITH ASTM F1487





| Name   | No. | Product                        | Angle  | Area       |
|--------|-----|--------------------------------|--------|------------|
| Area 1 | A1  | Artificial Turf, SYNTipede 343 | 67.84° | 1281.47 sf |

|                                                                                                                                                                                                                                                                    |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Project:                                                                                                                                                                                                                                                           |                  |
| Elgin Veteran's Memorial Park                                                                                                                                                                                                                                      |                  |
| Place of installation:                                                                                                                                                                                                                                             |                  |
| 15702 Grant Rd<br>77429-7002 Cypress<br>Texas, United States                                                                                                                                                                                                       |                  |
| Client:                                                                                                                                                                                                                                                            |                  |
| SynLawn Texas<br>15702 Grant Rd<br>77429-7002 Cypress<br>Texas, United States                                                                                                                                                                                      |                  |
| Project-No.: 24251                                                                                                                                                                                                                                                 | Date: 06.10.2023 |
| Drawing: Dimensioning plan                                                                                                                                                                                                                                         | Size: A1         |
| Drawn by: Mr. Kammer Clann                                                                                                                                                                                                                                         | Survey base:     |
| Company:                                                                                                                                                                                                                                                           |                  |
| <div>SYNLAWN®<br/><small>artificial grass never looked more natural.</small></div> <div>Synlawn Houston<br/>15702 Grant Road<br/>77429 Cypress<br/>Texas, United States</div> |                  |

All dimensions must be checked before starting work



# SYNLAWN®

Plant-Based Artificial Grass

PRODUCT SPECIFICATIONS



## SYNTIPEDE 343

Offering superior durability in high foot traffic areas sets this artificial grass variety apart from the rest of the pack — ideal turf for a multitude of applications where durability and reliability matter.



### SUPER YARN™ TECHNOLOGY

**SANITIZED®**  
ANTIMICROBIAL

**DUALCHILL™**  
IR REFLECTIVE

**STATBLOCK™**  
ANTI-STATIC



UNMATCHED LIFETIME WARRANTY



OPTIMAL DRAINAGE >600" P/HR



USE IN ALL CLIMATES AND REGIONS



IDEAL FOR HIGH FOOT-TRAFFIC AREAS

ASK ABOUT OUR...  
**USDA CERTIFIED  
ORGANIC INFILL  
SYSTEM**



**USDA  
CERTIFIED  
BIOBASED  
PRODUCT**  
PRODUCT 72%

SYNTIPEDE 343 is a USDA Certified Bio-Based artificial grass system in combination with organic infill, able to display a unique USDA label highlighting its percentage of biobased content.

|                        |                                                                                                     |
|------------------------|-----------------------------------------------------------------------------------------------------|
| SKU                    | ST343                                                                                               |
| Grass Zone Yarn/Color  | PE / Field Green / Apple                                                                            |
| Grass Zone Denier      | 10,800 / 6                                                                                          |
| Thatch Zone Yarn/Color | PE / Field Green / Beige                                                                            |
| Thatch Zone Denier     | 5,000 / 8                                                                                           |
| Grass Zone Yarn Shape  | Omega                                                                                               |
| Finished Pile Height   | 1 1/2"                                                                                              |
| Finished Pile Weight   | 80 oz.                                                                                              |
| Backing                | 13PP/18PET 2pt / 22oz. EnviroLoc+™                                                                  |
| Tuft Gauge             | 3/8"                                                                                                |
| Total Weight           | 108 oz.                                                                                             |
| Tuft Bind              | > 8 lbs.                                                                                            |
| Permeability           | > 600 inches p/hr                                                                                   |
| Features               | Sanitized®, EnviroLoc+™, StatBlock™ Anti-Static, DualChill™ IR Reflective, Deluster, UV Stabilizers |
| Test Data              | ASTM E108 CLASS A FIRE, D2859, E648, F1292, F1551, F1951, CAL 1350, PFA-FREE                        |

  
**LANDSCAPE**

  
**PETS**

  
**PLAY**

  
**ROOFTOP**



**SYNLAWN®**  
a sportgroup company

SYNLAWN.COM • SYNLAWNGOLF.COM • (866) 796-5296



SPECIFICATIONS SUBJECT TO CHANGE

Page 12 of 112

|                            |                     |                                 |                   |
|----------------------------|---------------------|---------------------------------|-------------------|
| Primary Yarn Polymer       | Polyethylene        | Primary Backing                 | 13PP/18PET 2pt    |
| Yarn Cross Section         | Omega               | Coating Type                    | 22 oz. EnviroLoc+ |
| Standard Color             | Field Green / Apple | PE Yarn Denier / Ends           | 10,800 / 6        |
| Fabric Construction        | Tufted              | Texturized Thatch Denier / Ends | 5,000 / 8         |
| Second Yarn Polymer Thatch | Polyethylene        | Warranty Period                 | Limited Lifetime  |
| Secondary Yarn Color       | Field Green / Beige |                                 |                   |

| FINISH FABRIC                | ENGLISH SYSTEM |                    | ASTM TEST |
|------------------------------|----------------|--------------------|-----------|
| Nominal Specification        | Value          | Units              | Method    |
| Pile Height (Nominal)        | 1 1/2          | inches             | D-5823    |
| Face Weight                  | 80             | oz/yd <sup>2</sup> | D-5848    |
| Total Fabric Weight          | 108            | oz/yd <sup>2</sup> | D-5848    |
| Primary Backing Weight       | 6              | oz/yd <sup>2</sup> | D-5848    |
| Secondary Coating Weight     | 22             | oz/yd <sup>2</sup> | D-5848    |
| Tuft Bind                    | > 8            | lbs.               | D-1335    |
| Grab Tear Strength (Average) | > 200          | lbs.               | D-5034    |
| Total Yarn Linear Density    | 15,800         | Denier             | D-1577    |
| Elongation to Break          | > 30           | %                  | D-2256    |
| Yarn Breaking Strength       | > 20           | lbs.               | D-5793    |
| Machine Gauge                | 3/8            | inches             | D-5793    |
| Flammability                 | Passed         | -                  | D-2859    |
| Water Permeability           | > 600          | in/hr              | D-1551    |
| Fabric Width                 | 15             | ft                 | -         |

# SUPER YARN™

The Cleanest & **Safest Turf Available**



## SUPER YARN™ TECHNOLOGY

-  **Sanitized®** Antimicrobial Technology
-  **DualChill™** IR Reflective Technology
-  **StatBlock™** Anti-Static Component



Super Yarn™ technology is a quantum leap in the advancement of synthetic turf products. Now in its fifth generation of artificial grass enhancements, SYNLawn's Super Yarn technology changes the landscape of the turf industry by binding three incredible features into one extruded grass yarn formulation. Bound at the molecular level, Super Yarn combines Sanitized® antimicrobial technology with DualChill™ IR reflective technology, and StatBlock™ anti-static technology to create the first of its kind artificial grass fiber.

- ▶ SYNLawn Super Yarn is the first fifth generation turf product produced and presented to the market.
- ▶ Super Yarn technology binds each additive to the molecular level of the fiber meaning that you cannot reach down and remove one element.
- ▶ SYNLawn is the only company in the industry to combine these three molecular components into a single yarn package.



100% RECYCLABLE

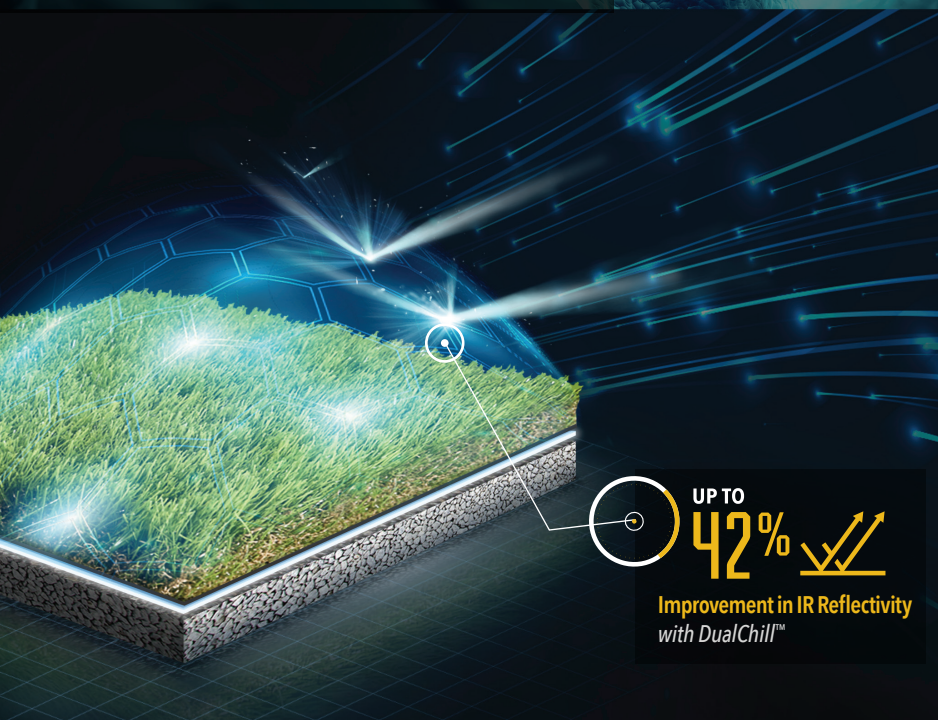
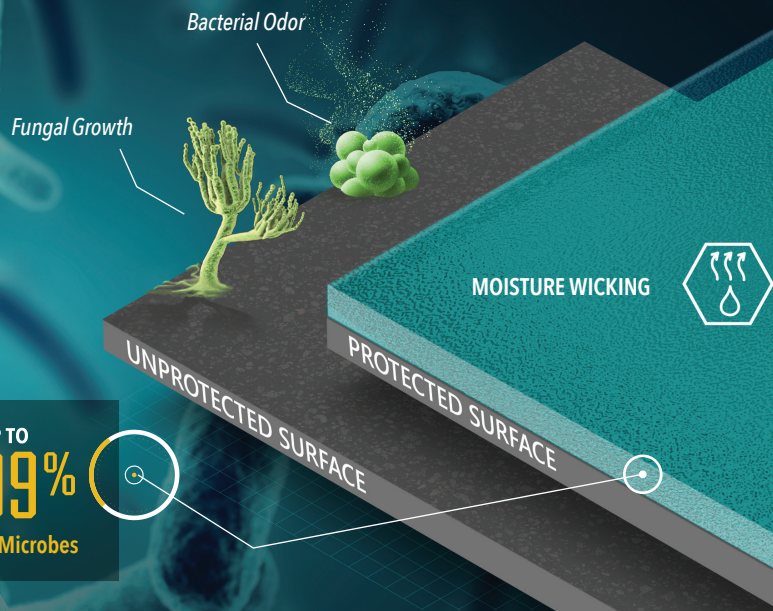




# SANITIZED®

## SILVER-BASED TECHNOLOGY

- Sanitized® silver-based antimicrobial technology helps eliminate pet odors and provides long lasting protection.
- Works by eliminating bacterial odors and preventing the buildup of microbes on SYNlawn face fibers.
- Used for centuries, thus meaning the additive is very dependable and extremely safe.



# DUALCHILL™

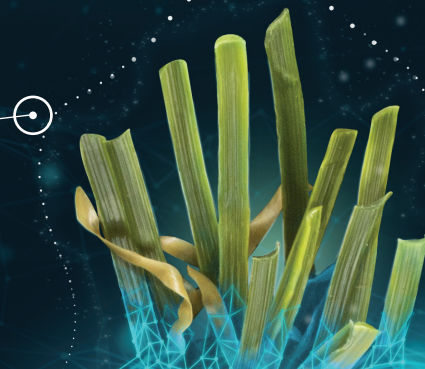
## THERMAL SHIELD

- Infrared light is a detriment to turf. DualChill™ acts as a thermal shield ensuring IR is not absorbed into the fibers.
- DualChill's ability to act as a thermal shield strengthens the fibers allowing them to be more resilient and durable over long time periods.
- Test results done on the same fiber package, with and without DualChill™, shows that there is up to a 42% increase in IR reflectivity.

# STATBLOCK™

## ANTI-STATIC COMPONENT

- New carbon-based anti-static ingredient molecularly bound into the face fiber that inhibits the buildup of static electricity.
- Anti-static components are used in the industry but SYNlawn brings the first DNA level addition.
- Testing shows up to a 17x reduction in static levels when StatBlock™ is introduced into the turf.







# SYNLAWN®

Plant-Based Artificial Grass

PRODUCT FEATURE



## SUPERDRAIN+™

TECHNOLOGY

SYNLawn's SuperDrain+™ Technology provides optimal drainage throughout the life span of the turf product in all climates and weather conditions.



ALLOWS IMMEDIATE USE EVEN AFTER HEAVY RAINS



RETAINS PRODUCT'S DIMENSIONAL STABILITY



PERFORMS IN ALL CLIMATES AND REGIONS



ASTM F1551 TESTED FOR PERMEABILITY



Offering immediate, long-term drainage without compromising the dimensional stability of our artificial grass products makes SYNLawn's **SuperDrain+™ Technology** the superior drainage system compared to other turf brands. With **2X** the drainage capabilities of traditional turf styles, SYNLawn's **SuperDrain+™ Technology** provides consistent drainage built into our exclusive plant-based **EnviroLoc+™** backing system, performing efficiently throughout the product's lifespan.

ONLY FOUND IN SYNLAWN'S EXCLUSIVE



## SUPER YARN™

The Greenest Turf on Earth

 **EnviroLoc+™**  
BIOBASED BACKING SYSTEM



SYNLAWN®  
a sportgroup company

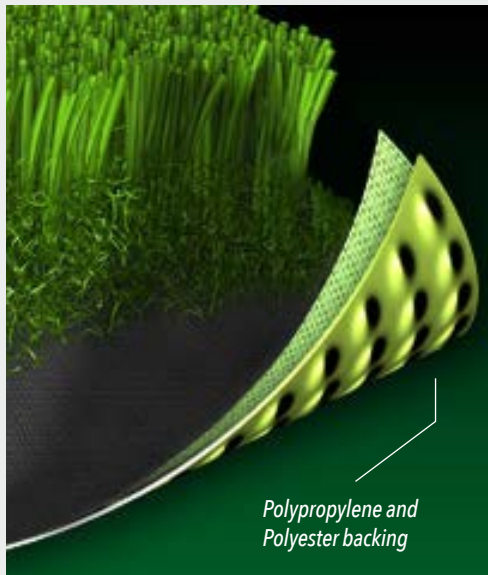
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# TRULY GREEN TECHNOLOGY

## EnviroLoc<sup>+</sup> BIOBASED BACKING SYSTEM

SYNLawn's exclusive EnviroLoc™ + Backing System is an environmentally friendly, multi-layer component system that "locks" in durable turf fibers, extending the product's life cycle. Made in the USA, the EnviroLoc + Backing System replaces a portion of petroleum-based polymers with biobased polymers created from sustainable resources including soybean oil. In addition to SYNLawn's iconic green soy backing, the back of every SYNLawn product contains a certification number and logo.



- ▶ Created with a durable 2-part woven (Polypropylene and Polyester) backing for a fuller tufted look.
- ▶ Less fiber loss for a more environmentally responsible approach to synthetic grass.
- ▶ Reduces algae and fungi growth to help alleviate allergies in the environment.
- ▶ The long-life expectancy of SYNLawn's artificial grass and recyclable properties reduces the impact on landfills, eliminate emissions from lawn care tools, and save precious water resources.
- ▶ SYNLawn's EnviroLoc + Backing System makes it the cleanest and safest turf available.



For ordering and questions, contact SYNLawn at  
866-796-5296 or visit [SYNLawn.com](http://SYNLawn.com)

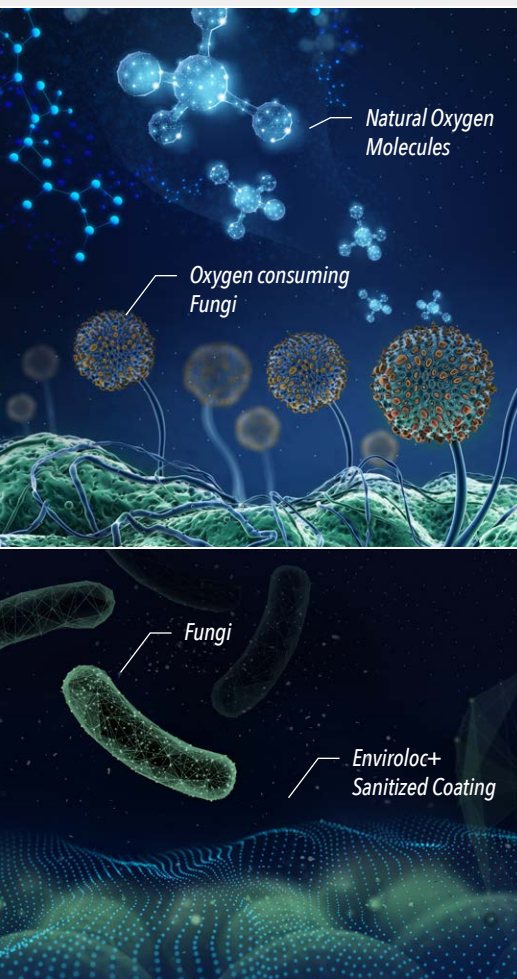






## ANTI-MICROBIAL TECHNOLOGY THAT MAKES THE DIFFERENCE

SYNLawn is the exclusive turf partner of Sanitized. With over 84 years of experience, Sanitized has developed technologies for antimicrobial hygiene function and material protection.



### ALGAE AND FUNGI PREVENTION

Algae and Fungi are known health risks that can harm local wildlife and cause toxic runoff water and thrives in warm and wet environments. Algae creates dead zones by depleting water of its natural oxygen, which can create unsafe water that wildlife could consume. This is also an expensive and challenging situation to treat the water. With the addition of the Sanitized hygiene function, SYNLawn's artificial grass has protection from the formation of fungi and algae. This added protection from Sanitized extends the life of the surface and helps to reduce allergens in the immediate environment.

### FUNGI CARBON RELEASES

Fungi is constantly floating around, everywhere. It's a common reason for respiratory allergies, similar to pollen and pet dander. It is often costly and time consuming to remove fungi which is why SYNLawn's EnviroLoc+ Sanitized coating is an important feature to keep you safe.

OUR PRODUCTS ARE SUSTAINABLY CREATED  
WITH THE ENVIRONMENT IN MIND.



### Typical Properties & Specification

|                                        |                                   |
|----------------------------------------|-----------------------------------|
| <b>Product Number</b>                  | PBYSR                             |
| <b>Material Type</b>                   | Expanded Polypropylene            |
| <b>Part Format</b>                     | Interlocking panel                |
| <b>Part Size, nominal net coverage</b> | 24.15 sq ft per panel (2.24 sq m) |
| <b>Part Thickness, nominal</b>         | 1.00 in (25 mm)                   |
| <b>Part Length, nominal</b>            | 73.5 in (1867 mm)                 |
| <b>Part Width, nominal</b>             | 49.0 in (1245 mm)                 |
| <b>Part Weight, nominal</b>            | 5.2 lbs per panel (2.36 kg)       |

| Property (Shock Pad Only)                                                                                                                                                                                                                            | Typical Value – Nominal Density                                                                                                | Specification                                                                                                                  |                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tensile Strength</b> <sup>1</sup>                                                                                                                                                                                                                 | 92 psi                                                                                                                         | > 80 psi                                                                                                                       | ASTM D3574-08 Test E                                                                                                                                                                                      |
| <b>Tensile Elongation</b> <sup>1</sup>                                                                                                                                                                                                               | 41%                                                                                                                            | > 30%                                                                                                                          | ASTM D3574-08 Test E                                                                                                                                                                                      |
| <b>Compression Strength</b> <sup>2</sup><br>@ 25% strain<br>@ 50% strain                                                                                                                                                                             | 26 psi<br>38 psi                                                                                                               | > 20 psi<br>> 30 psi                                                                                                           | ASTM 3575-08 Test D                                                                                                                                                                                       |
| <b>Compression Set</b> <sup>3</sup><br>35 psi for 30 minutes – Set after 24 hrs                                                                                                                                                                      | 8%                                                                                                                             | < 10%                                                                                                                          | Brock Test Method                                                                                                                                                                                         |
| <b>Coefficient of Linear Thermal Expansion</b> <sup>4</sup><br>per 1° C change                                                                                                                                                                       | 0.083 mm/m                                                                                                                     | < 0.10 mm/m                                                                                                                    | ASTM D696                                                                                                                                                                                                 |
| <b>Thermal Conductivity (Lambda Value)</b> <sup>5</sup>                                                                                                                                                                                              | 0.0377 W/mK                                                                                                                    | Information Only                                                                                                               | EN 12667:2001 / ISO 7345                                                                                                                                                                                  |
| <b>Thermal Resistance (R Value)</b> <sup>5</sup>                                                                                                                                                                                                     | 0.64 Km <sup>2</sup> /W                                                                                                        | Information Only                                                                                                               | EN 12667:2001 / ISO 7345                                                                                                                                                                                  |
| <b>Water Absorption</b> <sup>6</sup><br>After 24 hrs immersion                                                                                                                                                                                       | ~ 1%                                                                                                                           | ≤ 1%                                                                                                                           | DIN 534 28                                                                                                                                                                                                |
| <b>Water Permeability</b> <sup>7</sup>                                                                                                                                                                                                               | 720 in / hr                                                                                                                    | > 500 in / hr                                                                                                                  | ASTM 1551<br>Suffix-DIN 18-035, Part 6                                                                                                                                                                    |
| <b>* Lateral Transmissivity</b> <sup>8</sup><br>Flow Rate @ .005 Gradient<br>Flow Rate @ .0075 Gradient<br>Flow Rate @ .01 Gradient                                                                                                                  | 0.57 gpm/ft<br>0.74 gpm/ft<br>0.90 gpm/ft                                                                                      | 0.50 gpm/ft<br>-<br>-                                                                                                          | ASTM D4716-14                                                                                                                                                                                             |
| <b>Head Injury Criterion 1,000 - Critical Fall Height</b> <sup>9</sup>                                                                                                                                                                               | 1.2 m                                                                                                                          | 1.2 m                                                                                                                          | ASTM F355-16 Missile E / EN1177:2018                                                                                                                                                                      |
| <b>Gmax</b> <sup>9</sup>                                                                                                                                                                                                                             | 79 g                                                                                                                           | < 90 g                                                                                                                         | ASTM F355-16 Missile A                                                                                                                                                                                    |
| <b>Shock Absorption</b> <sup>9</sup>                                                                                                                                                                                                                 | 70%                                                                                                                            | > 60%                                                                                                                          | ASTM F3189-17 / EN14808:2005                                                                                                                                                                              |
| <b>Vertical Deformation</b> <sup>9</sup>                                                                                                                                                                                                             | 6.9mm                                                                                                                          | < 7mm                                                                                                                          | EN 14809:2005                                                                                                                                                                                             |
| <b>Resistance to Chemicals</b> <sup>10</sup>                                                                                                                                                                                                         | 1 / 2                                                                                                                          | ≤ 2                                                                                                                            | JSP Method based on ASTM F925                                                                                                                                                                             |
| <b>Resistance to Acid and Alkaline Liquids</b> <sup>11</sup><br>% tensile strength loss - 100yr model                                                                                                                                                | 0% after 12 days                                                                                                               | 0% after 12 days                                                                                                               | EN 14030:2010<br>ISO 12960:1998                                                                                                                                                                           |
| <b>Resistance to Oxidation (Accelerated Aging)</b> <sup>12</sup><br>% tensile strength loss - 100yr model                                                                                                                                            | 6% after 56 days @ 110°C                                                                                                       | 6% after 56 days @ 110°C                                                                                                       | EN ISO 13438:2004                                                                                                                                                                                         |
| <b>Microbiological Analysis</b><br>bacteria resistance <sup>13</sup><br>fungi resistance <sup>14</sup>                                                                                                                                               | No growth<br>No growth                                                                                                         | No growth<br>No growth                                                                                                         | ASTM G22-76<br>ASTM G21-96                                                                                                                                                                                |
| <b>Environmental Standards Testing</b><br>Cradle to Cradle <sup>15</sup><br>Heavy Metals <sup>16 / 17</sup><br>VOC's <sup>16 / 17</sup><br>SVOC's <sup>16 / 17</sup><br>California Title 22 <sup>17</sup><br>California Proposition 65 <sup>18</sup> | Certified<br>Compliant to EPA human health standards, surface water quality, groundwater quality<br><br>Compliant<br>Certified | Certified<br>Compliant to EPA human health standards, surface water quality, groundwater quality<br><br>Compliant<br>Certified | Cradle to Cradle Products Innovation Institute<br>EPA 6010B, 7470A, 7471A<br>EPA 8260B<br>EPA 8270C<br>California Code of Regulations, Title 22, Division 4.5, Chapter 11<br>California Proposition 6/614 |

**DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED**

The Brock PowerBase product group includes PowerBase PRO, PowerBase YSR, Performance Base F24, Performance Base F20

\* Note that ASTM D4716 flow rate and hydraulic transmissivity values are not an indication of overall athletic field drainage performance.

<sup>1-18</sup> Test reports available upon request



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATP SOLUTIONS TO PROVIDE WI-FI IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** Approval of a resolution authorizing the City Manager to remit payment in the dollar amount of \$7,000.00 for WiFi service in Veterans Memorial Park Expansion.

**BACKGROUND:**

City Council approved bids and direct sourced items for the Veterans Memorial Park Expansion overall cost \$1,877,710 approved on August 15th, 2023. ATP Solutions is the vendor recommended to provide Wi-Fi for Veterans Memorial Park Expansion project. The Veterans Memorial Park expansion includes Wi-Fi to support the outdoor classroom and the availability of public access free Wi-Fi service in this area of downtown. The overall project: Block A includes the Kompan train play structure and associated play equipment, surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn. The project is funded through Certificates of Obligation 2021A, private donations, T-Mobile grant, St. Davids Foundation grant, American Rescue Plan Act funds, and general revenue.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Adopt and approve a resolution authorizing the City Manager to remit payment for contractor services for Veterans Memorial Park expansion.

**ATTACHMENTS:**

1. ResAffiliatedTechnologyPartnersVeteransExp
2. ATP Solutions - WiFi Proposal - Elgin TX - Veterans Memorial Park 6-26-23

- { } 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 EXECUTE AN  
AGREEMENT WITH AFFILIATED TECHNOLOGY PARTNERS  
FOR WIFI IN VETERANS MEMORIAL PARK EXPANSION AND  
MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

**WHEREAS**, the City Council approved a new playground, outdoor classroom, stage, seating, and nature play area for Veterans Memorial Park Expansion and;

**WHEREAS**, the Parks & Recreation Advisory Board and Historic Review Board reviewed and approved the park expansion and;

**WHEREAS**, the staff worked with Studio 1619 to find a qualified contractor and;

**WHEREAS**, staff recommends awarding the project as proposed to Affiliated Technology Partners with the details specified in the attached documents.

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

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

**Section 2. Authorization.** The City Manager is hereby authorized to execute an agreement with Affiliated Technology Partners in the amount of the proposal package attached.

**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 9<sup>th</sup> day of January 2024

ATTEST:

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary



June 26<sup>th</sup>, 2023

WiFi Proposal – City of Elgin TX – Veterans Memorial Park  
C/O John Wagner, Studio 16:19

#### WiFi Hotspot Project

- Engineering for Wall & Roof Mount Configuration
  - Infrastructure Materials, supplied by ATP Solutions, to be Installed by customer
    - Equipment Encloser, Outdoor w/Cooling Fans
    - Roof brackets & mast
  - Internet Access & WiFi Equipment, Installed by Spectrum SMB Department
    - 600mbps x 35mbps, Coax Cable Modem Internet Service, 1-Yr Prepaid
    - Cisco Meraki WiFi Access Point installed on Roof Top Mast
    - Data Switch & Cable Modem, installed inside the encloser
    - WiFi Management, provided by Spectrum, managed by ATP

#### Customer Requirement

- Electricity ran to and connected inside the enclosure, ready for Spectrum to plug in
- Ground the enclosure.
- Mounting the encloser, roof top brackets for standing seam roof, plus bracket for mast
- Install conduit from enclosure to roof top bracket at base of the mast
- Provide Access for Spectrum twice, once to install the modem, the other to install the WiFi
- Provide ladder / lift vehicle for Spectrum to mount the WiFi on top of the mast

#### Project Description

Analyze customer needs, physical design, Internet availability, workforce requirements and project size to provide the best approach and solution to delivering 1 reliable, easy to service, highspeed WiFi hotspot in Veterans Memorial Park. Based on multiple factors, ATP recommends providing the key materials, providing the engineering, ISP service and project management, working with your team to install the infrastructure, and managing Spectrum to install the internet and managed WiFi is the best overall, most cost-effective approach.

Cost: \$7,000

Terms: \$3,500 In Advance with Purchase Order, Non-Refundable

\$3,500 Due Upon Successful WiFi Delivery & Customer Acceptance

Please let me know if you have any questions.

*Danny*

Danny Bax

Owner, ATP Solutions / WiFi in the Park

1-800-Danny-Bax (800=326-6922)

702-562-0140

6402 Inwood Park Ct.

Las Vegas, NV 89130





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE B; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON 2ND THURSDAYS: JANUARY 11, FEBRUARY 8, MARCH 14, APRIL 11, MAY 9, JUNE 13, JULY 11, AUGUST 8, SEPTEMBER 12, OCTOBER 10, NOVEMBER 14, DECEMBER 12, 2024.

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** Approve request to waive the open container ordinance in the stated area on 2nd Thursdays from 5pm to 8pm.

**BACKGROUND:**

Sip Shop and Stroll drives traffic to the community for shopping and dining. The downtown businesses, Main Street Program and the Elgin Chamber of Commerce are excited to continue this event in 2024. Sip Shop and Stroll is a promotional event organized by the Main Street Board and the Chamber of Commerce to encourage local shopping and dining. Businesses are open for extended hours on the 2nd Thursdays of each month and offer promotions such as in-store specials, live music, beverage tastings, prize drawings and refreshments. The Main Street Board and Chamber coordinate the event and marketing.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approve open container waiver request.

**ATTACHMENTS:**

None

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

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



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** AN ORDINANCE AMENDING CHAPTER 32 - SIGNS, ARTICLE II, DIVISION 4 – VARIANCES, SECTION 32-103 AMENDING AND CHAPTER 32 - SIGNS, ARTICLE V – PROHIBITED SIGNS, SECTION 32-267, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

**DEPARTMENT:** Executive

**PROPOSED ACTION:** No Council action proposed by staff; This item has been placed on the agenda at the request of Mayor Pro-Tem Brashar.

**BACKGROUND:**

The amending Ordinance that is the subject matter of this agenda item was prepared at the request of Mayor Pro-Tem Brashar and is proposed for consideration by the City Council. The Ordinance as written is intended to provide greater flexibility to residents in the placement of garage sale signs and specificity as to the limitations of same.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Consideration of the Ordinance as proposed by Mayor Pro-Tem Brashar.

**ATTACHMENTS:**

1. ORDgarsalesigns124

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

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 32 - SIGNS, ARTICLE II, DIVISION 4 – VARIANCES, SECTION 32-103 AMENDING AND CHAPTER 32 - SIGNS, ARTICLE V – PROHIBITED SIGNS, SECTION 32-267, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

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

I.

That Chapter 32, Article II, Division 4, Section 32-103, Revised Code of Ordinances, City of Elgin, Texas, is hereby amended to read as follows:

**Sec. 32-103. – Exempt Signs.**

Sign permits shall not be required for the following:

- (11) *Temporary real estate signs.* Temporary signs indicating the availability of real property for lease or sale, located on the premises being leased or sold, subject to the following:

- f. Such signs shall be removed within seven days of the settlement or lease of the property. ~~This exception includes “garage sale” or similar signs in residential areas.~~

- g. “Garage Sale” signs in residential areas shall be removed within seventy-two (72) hours of their initial placement or twenty-four (24) hours of completion of the sale, whichever comes first.

II.

That Chapter 32, Article V, Section 32-267, Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby amended to read as follows:

**ARTICLE V - PROHIBITED SIGNS**

**Sec. 32-267. – Enumerated.**

The following are expressly prohibited unless specifically stated otherwise in this chapter:

- (5) *Off-premises signs, including billboards.* Any sign which is not located on the premises that it identifies or advertises, ~~except for “Garage Sale” signs in residential areas which shall be temporarily permitted in conformity with the provisions of Chapter 32, Article II, Division 4, Section 32-103 of the Code.~~

## II.

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

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

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

**READ, PASSED, and ADOPTED** on first reading this 9<sup>th</sup> day of January 9, 2024

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

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JENNIFER STUBBS, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PURCHASE OF FOUR PURSUIT RATED VEHICLES FROM SISBEE FORD INC. RELATED TO THE ELGIN POLICE DEPARTMENT PATROL OPERATIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

**DEPARTMENT:** Police

**PROPOSED ACTION:** Police Department vehicle purchase approval.

**BACKGROUND:**

Due to a nationwide shortage of pursuit rated police vehicles and the anticipated inability to purchase vehicles for FY24-25, the department has identified surplus vehicles available for immediate purchase.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of Resolution

**ATTACHMENTS:**

1. EPD Vehicle Purchase Resolution (1)
2. Police Vehicle Total Expenses

{ } 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 APPROVE  
PURCHASE OF FOUR PURSUIT RATED VEHICLES  
FROM SISBEE FORD INC. RELATED TO THE ELGIN  
POLICE DEPARTMENT PATROL OPERATIONS; AND  
MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS,** The Elgin Police Department desires to purchase four pursuit rated vehicles and all required equipment for upfitting; and,

**WHEREAS,** Due to a nationwide shortage of pursuit rated vehicles, the Elgin Police Department wishes to make an immediate purchase of available vehicles. In addition to the current nationwide shortage, it is anticipated the manufacturers' shortage will continue and/or worsen during the calendar years 2024 and 2025 and;

**WHEREAS,** Sisbee Ford possesses and is holding four pursuit rated police vehicles for purchase by the Elgin Police Department.

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

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

**Section 2. Authorization.** The City Manager is hereby authorized to execute the purchase of four pursuit rated vehicles and all required equipment for upfitting.

**Section 3. Funding.** The City Council does also hereby expressly approve the utilization of funds from *FY23-24 City of Elgin Annual Operating Budget* may be required 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 9<sup>th</sup> day of January 2024

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary



| ITEM              | VENDOR             | COST      |
|-------------------|--------------------|-----------|
| Vehicle           | Silsbee Auto Group | \$201,849 |
| Vehicle Upfitting | Dana Safety Supply | \$117,817 |
| Vehicle MDT's     | IT Voice           | \$15,940  |
| Vehicle Camera    | Axon               | \$44,376  |
| Vehicle Radio     | Motorola           | \$27,912  |
|                   |                    | \$407,894 |



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN GRANTWORKS, INC AND THE CITY OF ELGIN FOR ADMINISTRATIVE WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Resolution.

**BACKGROUND:**

Discussed at previous meetings; the City Council approved a resolution on September 5, 2023, authorizing the award of professional services for the application of the General Land Office Grant 22-085-029-D270. This item tonight is to officially approve the Contract with GrantWorks, Inc.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. Resolution GW Admin Contract
2. Elgin GW Admin Contract GLO

{ } 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 CONTRACT BETWEEN GRANTWORKS, INC AND THE CITY OF ELGIN FOR ADMINISTRATIVE WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.**

**WHEREAS,** The Texas General Land Office (GLO) has approved the Capital Area of Governments (CAPCOG) Method of Distribution (MOD) for the Regional Mitigation Program as part of the State of Texas CDBG Mitigation Action plan; and

**WHEREAS,** the City of Elgin has been allocated up to \$1,970,700 due to CDBG-MIT MOD grant requirements; and

**WHEREAS,** the City of Elgin appropriately followed 2 CFR 200 and Procurement Policies to hire GrantWorks, Inc to administer the grant for a total of \$112,300 (5.7%) of GRANT funds; and

**WHEREAS,** GrantWorks Inc will cover administrative work throughout the life of the contract and include environmental work,

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

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

**Section 2. Authorization.** The City Manager is hereby authorized to sign the contract on the City Council's approval.

**Section 3. Effective Date.** This Resolution is effective upon passage, and the Contract is effective on the date of selection on October 24, 2023.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of January 2024

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

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JENNIFER STUBBS, City Secretary

# GRANT ADMINISTRATION SERVICES

## PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE COUNCIL, MADE ON THE 24th DAY OF OCTOBER, 2023 BY AND BETWEEN THE CITY OF ELGIN, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

### I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Regional Mitigation Method of Distribution ("MIT-MOD") funds TBD administered by the Texas General Land Office ("GLO") for mitigation against future disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

### II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

### III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of One hundred twelve thousand and three hundred dollars, (\$112,300.00) – 5.7% of the grant application in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

| <b>Administrative Services Milestones</b>                                  | <b>Fee</b>           | <b>Progress</b> |
|----------------------------------------------------------------------------|----------------------|-----------------|
| Establish Files, Recordkeeping, and Financial Systems                      | \$ 9,230.00          | 10%             |
| 25% of Grant Funds Requested and Administration Activities to Date         | \$ 18,460.00         | 20%             |
| 50% of Grant Funds Requested and Administration Activities to Date         | \$ 23,075.00         | 25%             |
| 75% of Grant Funds Requested and Administration Activities to Date         | \$ 18,460.00         | 20%             |
| 90% of Grant Funds Requested and Administration Activities to Date         | \$ 18,460.00         | 20%             |
| Close-out Documents Submitted                                              | \$ 4,615.00          | 5%              |
|                                                                            | \$ 92,300.00         | 100%            |
| <b>Administration SubTotal</b>                                             | <b>\$ 92,300.00</b>  |                 |
|                                                                            |                      |                 |
|                                                                            |                      |                 |
| <b>Environmental Services</b>                                              | <b>Fee</b>           | <b>Progress</b> |
| Environmental Review Record complete - Authority to Use Grant Funds issued | \$ 20,000.00         | 100%            |
|                                                                            |                      |                 |
|                                                                            |                      |                 |
| <b>TOTAL</b>                                                               | <b>\$ 112,300.00</b> |                 |
|                                                                            |                      |                 |

**\*By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

#### **IV. ADDITIONAL SERVICES**

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
  2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
  3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

#### **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

#### **VII. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

## VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Mayor, City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT MOD program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.



### IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.**  
**2201 Northland Drive**  
**Austin, TX 78756**

**City of Elgin**  
**310 N Main St**  
**Elgin, Texas 78621**

BY:



**Bruce J. Spitzengel**  
**President**

BY:



**Theresa Y McShan**  
**Mayor**

ATTEST:

BY:



**Jennifer Stubbs**  
**City Secretary**

**GRANT ADMINISTRATION SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
9. **CONFLICTS OF INTEREST**
- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
  - B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**  
The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no

representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
  - A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. **SECTION 504 REHABILITATION ACT OF 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
  - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
    - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
  - E. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
    - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

- an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant,



nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP.**

Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT MOD final award amount at contract closeout. The percentage fee cap is outline in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance and costs for in-house efforts. Any decrease in the total CDBG-MIT MOD award at final contract closeout, including those resulting from lower-than- anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE  
GRANT ADMINISTRATION SERVICES  
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS  
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE

## **SCOPE OF SERVICES REQUESTED**

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Mitigation Method of Distribution (“CDBG-MIT MOD”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT MOD qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the mitigation projects, including, but not limited to the following:

### **Pre-Funding Services**

Grant Administrator will develop project scope and complete CDBG-MIT MOD application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete mitigation funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

### **Post-Funding Services**

Grant Administrator will administer, and complete infrastructure, utilities, housing and eligible projects approved for mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG MIT-MOD program.

## **Grant Administration Services – General**

### **(a) Administrative Duties:**

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
  - a. Provide all Labor Standards Officer (LSO) Services.
  - b. Ensure compliance with all relevant labor standards regulations.
  - c. Ensure compliance with procurement regulations and policies.
  - d. Maintain document files to support compliance.

### **vii. Financial duties:**

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.

### **(b) Construction Management**

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and

to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. Reassignment scope alignment (if necessary).

## **Grant Administration Services – Infrastructure**

### **a) Administrative Duties:**

- i. Ensure program compliance including all CDBG-MIT MOD requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

### **(b) Acquisition Duties\*:**

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

### **(c) Environmental Services**

- i. Assist detailed scope of services
  - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
  - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
  - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
  - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments,

- archeology studies, architectural reviews, etc.;
- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
  - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
  - g. Complete and submit the environmental review into GLO's system of record;
  - h. At least one site visit to project location and completion of a field observation report
  - i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
  - j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
  - k. Process environmental review and clearance in accordance with NEPA;
  - l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
  - m. Prepare and submit Monthly Status Report; and
  - n. Participate in regularly scheduled progress meetings.

\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN TRC ENGINEERS, AND THE CITY OF ELGIN FOR DESIGN WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.

**DEPARTMENT:** Executive

**PROPOSED ACTION:** Approval of the Resolution.

**BACKGROUND:**

Discussed at previous meetings; the City Council approved a resolution on September 5, 2023, authorizing the award of professional services for the application of the General Land Office Grant 22-085-029-D270. This item tonight is to officially approve the Contract with TRC Engineers INC.

**BUDGET/FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. ResolutionTRCDESIGNContract
2. Elgin TRC Engineering Contract GLO

{ } 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 CONTRACT BETWEEN TRC ENGINEERS, AND THE CITY OF ELGIN FOR DESIGN WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.**

**WHEREAS,** The Texas General Land Office (GLO) has approved the Capital Area of Governments (CAPCOG) Method of Distribution (MOD) for the Regional Mitigation Program as part of the State of Texas CDBG Mitigation Action plan; and

**WHEREAS,** the City of Elgin has been allocated up to \$1,970,700 due to CDBG-MIT MOD grant requirements; and

**WHEREAS,** the City of Elgin appropriately followed Procurement Policies to hire TRC Engineers, to design infrastructure for the grant for a total of \$1,008,150.00; and

**WHEREAS,** TRC Engineers, will cover design work throughout the life of the contract as described in the agreement attached hereto;

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

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

**Section 2. Authorization.** The City Manager is hereby authorized to sign the contract on the City Council's approval.

**Section 3. Effective Date.** This Resolution is effective upon passage, and the Contract is effective on the date of selection on January 9, 2024.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of January 2024

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
JENNIFER STUBBS, City Secretary

# Water Treatment Plant Improvements – City of Elgin

## ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

### PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the Council, made on the 24<sup>th</sup> day of OCTOBER, 2023 by and between the CITY OF ELGIN hereinafter called the "Client" and TRC Engineers, Inc. hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation Method of Distribution ("CDBG-MIT MOD") funds, administered by the Texas General Land Office ("GLO") to fund activities to mitigate future disasters and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the City Manager, Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$1,008,150.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
  - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Extent of Agreement - This Agreement, which **includes Parts I-V**, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City Official)  
Theresa McShan  
Mayor

BY:   
(Firm Authorized Representative)  
K. Beau Perry, P.E.  
Regional Vice President

**ENGINEERING SERVICES**  
**PART II– PAYMENT SCHEDULE**

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

| <b>Milestone</b>                 |  | <b>% of<br/>Contract<br/>Fee</b> |
|----------------------------------|--|----------------------------------|
| • Engineering Notice to Proceed  |  | 30%                              |
| • 100% Design Approved           |  | 30%                              |
| • Bid Advertise                  |  | 10%                              |
| • Construction Notice to Proceed |  | 15%                              |
| • As-Builts/ CoCC                |  | 15%                              |
| <b>Total</b>                     |  | <b>100%</b>                      |

## ENGINEERING SERVICES

### PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.  
City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT MOD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT MOD award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or

implementation of the CDBG-MIT MOD award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT MOD award between GLO and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT MOD award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

**Federal Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said

labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection



with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT MOD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT MOD contract with GLO.

25. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this [Engineering Contract], including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.



**TEXAS GENERAL LAND OFFICE**  
**ENGINEERING**  
**SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED.....  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS .....  
ENGINEERING SERVICES.....

## **SCOPE OF SERVICES REQUESTED**

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation Method of Distribution (“CDBG-MIT MOD”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable. The proposal attached dated December 29, 2023 shall govern in scope of services to be provided in cases of discrepancy.

### **General Requirements**

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

### **Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications

- vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
  - (e) Perform subsurface explorations for project sites, as necessary.
  - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
  - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
  - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
  - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
  - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
  - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
  - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - i. Cross sections/elevations

- ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
  - (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
  - (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.

- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.



- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

## **ENGINEERING SERVICES**

### **PART V - PROJECT TIME SCHEDULE**

Start-Up Documentation – March 1, 2024

Environmental Complete – May 1, 2024

Engineering Design – May 1, 2024

Bid Advertisement – March 1, 2025

Award to Contractor – April 1, 2025

Construction Notice to Proceed – May 1, 2025

Construction – May 1, 2025

Submit As-Builts/COCC – December 1, 2026

Contract Closeout – January 1, 2027

## Exhibit 1. MONTHLY STATUS REPORT

Grant Subrecipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status: \_\_\_\_\_  
\_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description: \_\_\_\_\_  
\_\_\_\_\_

Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

| Name  | Date Cleared by Grant Administrator |
|-------|-------------------------------------|
| _____ | _____                               |
| _____ | _____                               |
| _____ | _____                               |

*\*This report may be e-mailed or faxed to the Grant Subrecipient*

# Instructions for Completing the Certificate of Interested Parties Form 1295

Congratulations on being selected by City to perform engineering services on this project. Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the City may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the City as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.<sup>1</sup> The City must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City
- (b) item 3 – the identification number, and
- (c) item 3 – description of the goods or services assigned to this contract by the City

You must: (i) complete the Disclosure Form electronically at the TEC’s “electronic portal”, and  
(ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

The following link will take you to the electronic portal for filing:  
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

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<sup>1</sup> A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

December 29, 2023

Mr. Tom Mattis, City Manager  
City of Elgin  
310 North Main Street  
Elgin, Texas 78621

**RE: Water Treatment Plant Improvements  
(GLO Partial Funding)  
Engineering Services Proposal**

Dear Mr. Mattis:

As requested by the City of Elgin (City), TRC Engineers, Inc. (TRC) has prepared this proposal for professional engineering and related services (as discussed herein) for the above-referenced project, to include those items listed in the Project Summary below, which will be designed by TRC and constructed by a general contractor as one (1) single project, as follows:

**PROJECT SUMMARY**

1. Treatment Plant No. 2 (Constructed in 2007)
  - a. Install six (6) new gravity backwash filters and related piping, valves, electrical/controls, and access platforms.
  - b. Replace filter wall level gauges.
  - c. Replace media in all filters.
  - d. Remove filter pneumatic air compressor and related air supply piping.
  - e. Replace filter pneumatic valves/operators with electric operators.
  - f. Clean/paint exposed discolored piping.
  - g. Replace forced draft aerator internal media and fans (with soft starts).
  - h. Provide bid allowance for clarifier gear rehab.
  - i. Replace the two filter air scour blowers and controls.
2. WTP Site Improvements
  - a. Replace plant SCADA system. System design/supply to be provided by CPUSA.
  - b. Confirm all site piping sizes are adequate for planned 5.40 MGD plant capacity. Replace piping if required.
  - c. Replace 150-lb. chlorine storage system with one-ton system, to include cylinder lifting hoist, if required.
  - d. Install three (3) new chlorinators.
  - e. Replace chlorine feed room vent fan and louver.
  - f. Demolish/relocate existing power lines north of Plant No. 2, to be coordinated with Oncor.

## **SCOPE OF WORK/WORK TASKS**

### **Task 100. General Requirements**

101. Attend kickoff meeting with the City to set major milestone dates, establish design standards and confirm goals and deliverables for the project. TRC will provide meeting minutes to establish agreed-upon determinations.
102. Obtain and Review Available Data, including:
  - a) Historical operational data.
  - b) Maps and Data Sources for review of the Design, as provided by the City.
  - c) Soil Surveys.
  - d) USGS 7.5-minute Quadrangle Maps.
  - e) FEMA Firm Map.
103. Conduct Field Review of Project – Conduct a single field review onsite with representatives of the City to ensure avoidance or minimization of environmental, permitting, and engineering issues and determine presence of any additional constraints.
104. Arrange for and participate in informal meetings with the City throughout the design phase to review progress and exchange ideas and information. A maximum of six (6) meetings is included in this scope of work.
105. Maintain a log of issues on the design and the party responsible for resolution.
106. Prepare the TCEQ Risk Management Plan for the Water Treatment Plant should the City decide to convert to one-ton chlorine cylinder feed/storage.
107. Submit applications and/or permits for:
  - a) Texas Commission on Environmental Quality (TCEQ).
  - b) Oncor (as applicable).
108. Prepare construction plans/specifications for the proposed project including all details. Construction plans shall include the following primary disciplines, as a minimum:
  - a) General
  - b) Demolition
  - c) Civil
  - d) Mechanical
  - e) Structural
  - f) Electrical and HVAC
  - g) Process control description for SCADA.

- h) Miscellaneous details
- i) SWPPP and erosion control plan

109. One (1) construction bid packet will be developed and constructed.

110. Provide design submittals to the City for review for 30%, 60%, and 100% completion milestones.

#### **Task 200. Limited Asbestos and Lead Survey**

201. Asbestos-Containing Materials (ACM)

- a) TRC will conduct a limited asbestos survey. Regulated materials of concern include asbestos-containing materials (ACMs) and asbestos-containing building materials (ACBMs). Survey activities will be conducted in accordance with Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926.1101, National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, asbestos compliance issues for demolition and renovation, and 40 CFR Part 763 Asbestos Hazard Emergency Response Act (AHERA) and Texas Asbestos Health Protection Rules (TAHPR).

202. Lead-Containing Paint (LCP)

- a) The TRC Team will conduct a limited lead-containing paint (LCP) survey in compliance with regulations set forth by OSHA for contractors and their employees working with lead.
- b) The LCP survey scope of work will include testing and assessment of painted and coated surfaces in and on all painted structures, and other components within the planned replacement project work areas. The TRC Team will conduct the sampling and identification of suspect LCP using the principles described in the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing by HUD, Title X. TRC anticipates up to 10 paint chip samples will be submitted to the laboratory at a standard turn-around time (TAT), upon receipt by the laboratory, will be requested unless otherwise directed and approved by the Client.

203. Asbestos Abatement Specifications Preparation (if required)

- a) Following receipt of laboratory results, if asbestos is reported in any of the sampled materials expected to be disturbed by the project, TRC will include preparation of specifications written by a TDSHS licensed Individual Asbestos Consultant (IAC).

#### **Task 300. Topographical Surveying**

311. Acquire field topographical data for the design portion of the project on City's coordinate system, to include detailed survey including utility locates (as furnished by the specific utility provider). TRC will provide level C and D for SUE utility locating.

#### **Task 420. Geotechnical Services**

TRC will provide the following Geotechnical Services:

421. Provide geotechnical engineering services consisting of one (1) bore at 35 feet deep.
422. Field Investigation – Provide geotechnical exploratory for soil borings in accordance with ASTM D1586 and D1587. Groundwater observations will be made at boring completion.
423. TRC will perform field infiltration testing at two (2) locations for the septic field for the proposed operations building.
424. Laboratory Tests – Unconfined compression tests of soil and rock, liquid limit, plastic limit, sieve analysis, direct shear and triaxial compression test, as applicable, one-dimensional consolidation test, moisture content and penetrometer test will be performed on soils, rock formations, and other subsurface conditions, which are required to provide information for design.
425. Upon completing the field and laboratory testing, TRC's engineering staff will summarize the work completed and prepare a Geotechnical Engineering Report (electronic PDF copy). The geotechnical engineering report will summarize TRC's understanding of the proposed construction, site conditions, exploration activities, subsurface conditions and impacts on the proposed construction, and address project specific concerns including but not be limited to issues such as:
  - a) Recommended foundation system(s) and criteria to be used in the design thereof for the proposed operations building including allowable bearing capacities and the proposed bearing levels including anticipated settlements and relevant properties.
  - b) Expansive potential of in-situ soils.
  - c) Foundation constructability concerns.
  - d) Corrosivity of buried metals.
  - e) Groundwater conditions including perched conditions and control of groundwater during construction, as applicable.
  - f) Seismic Site Class parameters as determined by the 2018 International Building Code (ASCE 7-16).
  - g) Recommendations for rigid pavements, including recommendations for light-duty and heavy-duty concrete sections.
  - h) Other construction-related concerns, as warranted based on site subsurface conditions, based on the proposed construction.
  - i) Copies of typed test boring logs, a test boring location plan, and the laboratory test results will be included as appendices to the report.



**Task 500. Construction Contract Documents**

**Task 510. Level 1 (30%) Design**

- 511. Provide sketches and drawings showing conceptual plan views of processes and structures.
- 512. Provide a site plan showing the location of paving and structures and major pipelines.
- 513. Provide selected cut-section views of structures for clarification as appropriate.
- 514. A total of three (3) sets of Level 1 documents will be submitted to the City for review.
- 515. The City will provide a written response to TRC regarding review comments.
- 516. A single meeting will be conducted with the City to review the comments for each of the projects.

**Task 520. Level 2 (60%) Design**

- 521. Provide drawings showing standard details.
- 522. Provide drawings showing the details of pipelines, mechanical equipment, processes and structures to be included in the project.
- 523. Major electrical equipment will be shown on background drawings to indicate preliminary design concepts. Provide site electrical loads to the City for electrical distribution service to the site.
- 524. Structural drawings and notes will be provided on the major structures.
- 525. Provide preliminary equipment specifications in CSI format including Divisions 0 and 1.
- 526. A total of three (3) sets of Level 2 documents will be submitted to the City for review.
- 527. The City will provide a written response to TRC regarding review comments.
- 528. A single meeting will be conducted with the City to review the comments for each of the projects.

**Task 530. Final Drawings and Specifications (100%)**

- 531. Provide substantially complete drawings showing the details of all facilities. All drawings will be produced in AutoCAD. Completed standard and general detail sheets will be provided.
- 532. Completed technical specifications and front-end documents will be included. Specifications will include construction sequences and schedules as appropriate. Specifications will be in word format.

- 533. A total of three (3) sets of Level 3 documents will be submitted to the City for review.
- 534. The City will provide a written response to TRC regarding review comments.
- 535. A single meeting will be conducted with the City to review the comments for each of the projects.
- 536. Incorporate all of the City's comments into a final set of drawings and specifications ready for bidding. Provide three (3) sets of documents to the City.
- 537. Submit final documents to the City and TCEQ for review, as applicable.

**Task 540. Pre-award Services**

- 541. Coordinate bid letting date, time and place with the City and prepare final Invitation to Bid.
- 542. Assist and advise the City in placing the advertisements of the Invitation to Bid.
- 543. Identify potential contractors and suppliers acceptable to the City and distribute copies of Invitation to Bid.
- 544. Distribute copies of Invitation to Bid to plan rooms and contractor organizations.
- 545. Set up the project on CivCastusa.com to distribute the contract documents to prospective bidders and plan rooms.
- 546. Distribute plan holders list to recipients of contract documents prior to bid opening. Maintain a record of prospective bidders and suppliers to whom contract documents have been issued.
- 547. Interpret construction contract documents. Prepare and issue project addenda to the construction contract documents when required.
- 548. Coordinate pre-bid conference date, time and place with the City, facilitate pre-bid meeting and prepare meeting minutes issued as a project bid addendum.

**Task 550. Bid Processing**

- 551. Assist the City during bid opening, make preliminary tabulation of bids and review bids for completeness.
- 552. Review and evaluate the qualifications of the apparent successful bidder. The review and evaluation will include such factors as work previously completed, equipment and staffing that is available for the work, publicly available financial resources, technical experience and responses from references.
- 553. If applicable, attend one (1) meeting for contractor qualification interviews with City Staff and contractor personnel.

- 554. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendation to the City concerning contract award.
- 555. Prepare conformed set of construction documents to reflect any project addendums or modifications.

**Task 600. Pre-Construction & Construction Phase Services**

- 601. Review the Contractor's insurance certificates and forward the certificates to the City for acceptance by the City's legal counsel. Engineer's review of the insurance certificates is only for the purpose of determination if the Contractor maintains the general types and amounts of insurance required by the contract documents and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- 602. Prepare and distribute five (5) sets of the construction contract documents, to include furnishing to the contractor unsigned documents, review for conformance with contract requirements and transmitting the documents to the City for signature and distribution.
- 603. At a date and time selected by the City and at a facility provided by the City, attend the preconstruction conference and assist the City during the conference. Prepare an agenda for the conference. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, the City's expectations of the Contractor throughout construction, and the Contractor's responsibilities for safety and first aid.
- 604. Project Administration – Perform project administration services during the pre-construction and construction phases of the project by performing the services described herein. The Engineer shall not have the authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction.
- 605. The Engineer shall not have the authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.
- 606. Review and comment on the Contractor's preliminary and baseline schedule and advise the City as to acceptability.
- 607. Analyze the Contractor's construction schedule, schedule of values, activity sequence, and construction procedures.
- 608. Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability.

609. Provide inspections/meetings on an as-needed basis to observe progress of the work and consult with the City and the Contractor concerning problems and progress of the work. The costs provided herein are based on a maximum of eighteen (18) inspections/meetings. It is acknowledged that some amount of inspections/meetings may be required that is over and above this amount and if additional inspections/meetings are desired by the City, TRC will submit a separate proposal to address this additional need.
610. Review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineers review shall be for general conformity with the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.
611. Interpret construction contract documents when requested by the City or the Contractor.
612. Review the Contractor's monthly payment requests. Review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request. Verify the quantities of work which are the basis of payment requests. Provide certification of the payment request to the City.
613. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all changes.
614. Interpret claims of the City and the Contractor relating to the acceptability of the work or the requirements of the construction contract documents.
615. Analyze data from performance testing of equipment by the Contractor or supplier when the construction contract documents require the equipment to be tested after installation. Submit conclusions to the City.
616. Receive and review guarantees, bonds and certificates of inspection, which are to be assembled by the Contractor and transmit them to the City.
617. Review and approve equipment O&M manuals and require Contractor to deliver the approved manuals to the City in 3-ring binder sets.
618. Upon substantial completion, in conjunction with the City, prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the observation to the City and the Contractor.
619. Upon completion of the items of work on the punch list, conduct a final observation with the City and Contractor to determine if the work is completed. Provide to the City written recommendations concerning final payment, including a list of items, if any, to be completed prior to making such payment.

620. Upon completion of the project, revise the construction contract drawings to conform to the construction records. Record drawings will be based on the information furnished by the contractor, reflecting changes in the project made during construction. TRC will not provide field verification of the record drawings. Submit four copies of the prints and an electronic version (CD format) to the City.
621. Prior to acceptance of the project, obtain all lien releases, warranty's, and any additional requirements per the contract specifications prior to acceptance.
622. Prepare acceptance letter along with established date for retention release.
623. Submit notice of completed project to TCEQ.

### **ASSUMPTIONS**

As the basis for the preparation of this proposal and the associated cost of services, the following assumptions were made, which if found to be incorrect, may result in additional compensation to TRC:

1. TRC is not responsible for the time required by regulatory authorities or other parties for the approval process of permits, review of engineering documents, etc. TRC cannot guarantee the issuance of any permits or approvals and costs to file appeals or respond to permit challenges are not included.
2. TRC's standard construction contract documents, specifications and drawings will be used for the project. The specifications format will be CSI.
3. Subconsultants for the use of project design will be selected by TRC.
4. There will be one design/construction project.
5. TRC's effort and costs for construction services are based on a twelve (12) month construction project duration. If the construction period exceeds these time limits, TRC will provide an additional task order based on then-existing time-and-materials rates.
6. Drawings will be prepared utilizing AutoCad drawing software (two dimensional drawings only).
7. TRC is responsible for the health and safety of its employees; overall site health and safety is the responsibility of the contractor or other third parties.
8. There are no anticipated owner-supplied materials or equipment for this project or preparation of separate bid packages for such.
9. The general contractor will provide the project commissioning, which will be documented as a requirement in the construction contracts, including but not limited to vendor/manufacture equipment training/O&M, PLC/SCADA troubleshooting, and equipment startup.

10. TRC is not responsible for the permit preparation or related construction activities for the TPDES stormwater permit issued to the City and Contractor, if required. The Contractor will be responsible to manage, inspect and maintain the permit and required field devices.

## **EXCLUSIONS**

The following items are specifically excluded from TRC's scope of work:

1. Continuous construction inspections (full time onsite inspection).
2. SCADA programming. This will be provided by the SCADA integrator through the general contractor.
3. Preparation of application to TDLR for handicap accessibility requirements.
4. Preparation of specific operation and maintenance (O&M) manuals or process O&M's. The equipment/material O&M's will be provided by the general contractor.
5. Design of sanitary sewer or site drain piping (other than mentioned above).
6. Preparation of easements, field notes or survey plats. Detailed title search or title policy, attendance at or preparation for condemnation hearings, landowner contact or easement negotiations.
7. Improvements or relocations for franchise utilities, if applicable.
8. Abatement, demolition, and means and methods of construction contractor or the work of the construction contractor.
9. Environmental or cultural review services of any kind, archaeological surveys, environmental assessments, wetlands delineation, endangered species mitigation plan/costs, species-specific threatened and endangered survey, Clean Water Act Section 404 individual permit and NWP 12 Pre-Construction Notification.
10. Hazardous materials assessment and abatement and demolition management/oversight.
11. Remediation plan for excavated soil or liquid in the event that it is contaminated.
12. GIS mapping.
13. Construction survey and staking, post construction survey, or quality assurance testing for construction.
14. Determination of the FEMA flood plain level (including CLOMR, LOMR, etc.) for the sites.
15. Services required to rebid the project for any reason or to resolve bid protests.

16. Level A or B subsurface utility engineering (for surveying).
17. Payment of ADA/TDLR application or inspection fees.
18. PLC logic description and design, arc flash testing, and breaker coordination for electrical equipment/devices.
19. Design of bid alternates or multiple bid packages, unless specifically stated herein.
20. Engineering studies of alternative systems and equipment locations.
21. Value engineering design services after approval of 100% Construction Documents.
22. Any items not reflected in the scope of work/work tasks.
23. During the construction phase - Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents, providing shop, mill, field, laboratory or factory inspection of materials and equipment, analytical testing or third party testing for construction QA/QC.
24. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or mediators, giving testimony or expert representation or preparations therefore.
25. Making revisions to drawings, specifications or other documents when such revisions are not consistent with approvals or instructions previously given to TRC or due to other causes not within the control of TRC.
26. Contractor payroll certifications, audits or field interviews of contractor employees related to salaries.
27. Payment of fees for permit applications, unless noted above.
28. Operator training or O&M instruction services. This will be provided by the individual equipment vendors and manufacturers as part of the construction project.

### **COMPENSATION FOR SERVICES**

The cost to provide the engineering services will be invoiced as a lump sum project on a percent-complete basis, invoiced as follows:

|                                      |                                  |
|--------------------------------------|----------------------------------|
| Topographical Surveying for Design:  | \$18,340.00                      |
| Geotechnical Bores/Report:           | \$19,130.00                      |
| Asbestos/Lead Survey:                | \$16,494.00                      |
| Engineering Design:                  | \$782,152.00                     |
| Bidding/Construction Administration: | <u>\$172,034.00</u>              |
| <b>Total:</b>                        | <b>\$1,008,150.00 (lump sum)</b> |

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

TRC's lump sum fee above is based on continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

The payment schedule will be via progress billing. The services will be provided under the Master Services Agreement executed by the City and TRC.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this Letter of Agreement and, upon acceptance, sign in the space provided below, returning a copy for out files.

Sincerely,



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

\_\_\_\_\_  
City of Elgin

December 29, 2023

Date

\_\_\_\_\_  
Date





## CDBG-MIT: Budget Justification of Retail Costs (Former Table 2)

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

|                                                                                                                     |                                              |             |                 |                        |                    |                        |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|-----------------|------------------------|--------------------|------------------------|
| <b>Applicant/Subrecipient:</b>                                                                                      | City of Elgin                                |             |                 |                        |                    |                        |
| <b>Site/Activity Title:</b>                                                                                         | Elgin Water Treatment Plant Filter Expansion |             |                 |                        |                    |                        |
| <b>Eligible Activity:</b>                                                                                           | Water Facilities                             |             |                 |                        |                    |                        |
| <b>Materials/Facilities/Services</b>                                                                                | <b>\$/Unit</b>                               | <b>Unit</b> | <b>Quantity</b> | <b>Construction</b>    | <b>Acquisition</b> | <b>Total</b>           |
| Install six (6) new gravity backwash filters and related piping, valves, electrical/controls, and access platforms. | \$ 5,300,000.00                              | LS          | 1               | \$ 5,300,000.00        | \$ -               | \$ 5,300,000.00        |
| Install media in all filters.                                                                                       | \$ 24,000.00                                 | EA          | 6               | \$ 144,000.00          | \$ -               | \$ 144,000.00          |
| Intall electrical valve system                                                                                      | \$ 452,000.00                                | LS          | 1               | \$ 452,000.00          | \$ -               | \$ 452,000.00          |
| Upgrade existing piping for higher flows                                                                            | \$ 20,000.00                                 | LS          | 1               | \$ 20,000.00           | \$ -               | \$ 20,000.00           |
| Replace forced draft aerator internal media and fans (with soft starts).                                            | \$ 200,000.00                                | LS          | 1               | \$ 200,000.00          | \$ -               | \$ 200,000.00          |
| Replace the two filter air scour blowers and controls.                                                              | \$ 250,000.00                                | LS          | 1               | \$ 250,000.00          | \$ -               | \$ 250,000.00          |
| Replace outdated SCADA system.                                                                                      | \$ 200,000.00                                | LS          | 1               | \$ 200,000.00          | \$ -               | \$ 200,000.00          |
| Install new chlorine storage system                                                                                 | \$ 120,000.00                                | LS          | 1               | \$ 120,000.00          | \$ -               | \$ 120,000.00          |
| Relocate power supply for expansion                                                                                 | \$ 35,000.00                                 | LS          | 1               | \$ 35,000.00           | \$ -               | \$ 35,000.00           |
| <b>TOTAL</b>                                                                                                        | <b>\$ 6,601,000.00</b>                       |             |                 | <b>\$ 6,721,000.00</b> | <b>\$ -</b>        | <b>\$ 6,721,000.00</b> |

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities. Operations and maintenance costs shall be related to labor required to**

Chlorine usage, and typical maintenance operations that occur. Estimated costs per year \$100,000.

**2. Identify and explain any special engineering activities.**

Speciality Engineering required includes surveying, geotechnical engineering, electrical engineering and mechanical engineering for this project in addition to all other required disciplines.



Seal

Date: 12.15.23  
Phone Number: (512) 569-1709

Signature of Registered Engineer/Architect  
Responsible For Budget Justification: