



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 1, 2023
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_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. CITY MANAGERS REPORT

1. Recognize Eagle Scout Projects At Thomas Memorial Park

Documents:

[EXSUMMARYEAGLESCOUTS.PDF](#)
[EAGLEPROJECTSSUMMARY2023.PDF](#)

2. Presentation Of The Proposed FY2023-24 City Of Elgin Annual Operating Budget

Documents:

[EX SUMMARY-BUDGET PRESENTATION.PDF](#)

3. Review Of The Annual Street Improvements Program

Documents:

[EX SUMMARY-STREET IMPROVEMENTS PROGRAM.PDF](#)
[2023 STREETS IMPROVEMENTS PROPOSAL.PDF](#)

4. Main Street Board Quarterly Report

Documents:

[MSB QUARTERLY UPDATE 08-01-23.PDF](#)

5. Historic Review Board Quarterly Report

Documents:

[HRBQUARTERLYREPORT72023.PDF](#)

6. General Activity Report And/Or Project Update

Documents:

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

VII. 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 - July 11, 2023

Documents:

[EX SUMMARY- JULY 11, 2023 REGULAR MEETING MINUTES.PDF](#)
[7-11-2023 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. City Council Special Meeting Minutes - July 25, 2023

Documents:

[EX SUMMARY- JULY 25, 2023 SPECIAL MEETING MINUTES.PDF](#)
[7-25-2023 SPECIAL MEETING MINUTES.PDF](#)

3. **CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 3, 2023, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SATURDAY SEPTEMBER 2 From 11:00 AM To 3:00 PM AND SUNDAY SEPTEMBER 3 FROM 3:00 PM To 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 3.**

Documents:

EXSUMMARYSACREDHEART2023.PDF
SACRED HEART FIESTA REQUEST.PDF

4. **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.**

Documents:

EXSUMMARY - AUTH EPD BWC.PDF
EPD STATION RESOLUTION.PDF
COELGIN - POLICE STATION - BP2 - PAY APPLICATION 01_SIGNED FGMA (2).PDF
COELGIN - POLICE STATION - BP1 - PAY APPLICATION 03_SIGNED FGMA (3).PDF
COELGIN - POLICE STATION - BP1 - PAY APPLICATION 02_SIGNED FGMA (4).PDF
COELGIN - POLICE STATION - BP1 - PAY APPLICATION 01_SIGNED FGMA (5).PDF
COELGIN - POLICE STATION - BP2 - PAY APPLICATION 02_SIGNED FGMA (1).PDF

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

Documents:

EXSUMMARY - AUTH EPD FGMA.PDF
EPD STATION RES.PDF
INVOICE 14 - CITY OF ELGIN PS.PDF

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

Documents:

EXSUMMARYFARMERSMARKETAGREEMENT.PDF
FARMERSMARKETRESOLUTION.PDF
TERMS OF USE AGREEMENT FARMERS MARKET 06282023.PDF

VIII. NEW BUSINESS

1. **RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN. TEXAS**

**APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN
ECONOMIC DEVELOPMENT CORPORATION AND MOSAIC HOUSING AUSTIN, LLC
AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT**

Documents:

[EXSUMMARY MOSAIC REAL ESTATE CONTRACT.PDF](#)
[RESOLUTION FOR MOSAIC REAL ESTATE CONTRACT.PDF](#)
[ELGIN EDC AND MOSAIC HOUSING AUSTIN LLC - LAND CONTRACT
SIGNED BY MOSAIC - 7.10.23.PDF](#)

IX. 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.

X. RECONVENE

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

XI. ANNOUNCEMENTS

XII. ADJOURMENT

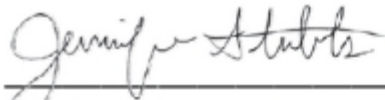
The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; 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, July 28, 2023, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs", written in black ink.

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Recognition of Eagle Scouts Robert Miller and George Ramsay.

DEPARTMENT: Community Services

PROPOSED ACTION: Photo with Mayor and Council.

BACKGROUND:

Eagle Scout is the highest award available to youth members of Boy Scouts of America. Scouts need to earn at least 21 merit badges, serve in leadership roles in the troop, complete community service hours, and plan, develop, and give leadership to others in a service project that benefits an organization other than Boy Scouts of America.

Robert Miller, Scout Troop 182 worked with the Parks and Recreation Advisory Board to determine a project that would benefit Thomas Memorial Park. He completed fundraising for materials and led his troop in repairing the metal stands and replacing the lumber for three sets of bleachers at the baseball field in Thomas Memorial Park.

George Ramsay, Scout Troop 472 worked with the Parks and Recreation Advisory Board to determine a project that would benefit Thomas Memorial Park. He completed fundraising for materials and led his troop in preparing and painting the concession stand and adjacent metal railings at Thomas Memorial Park.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Recognize the Eagle Scouts and have a photo

ATTACHMENTS: Photos of projects.

{ } 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.

Thomas Memorial Park

411 Madison Street



Eagle Scout Project 2023

Three sets of bleachers
refurbished with new
treated lumber and
painted metal frames.
Robert Miller
Troop 182



Eagle Scout Project 2023

Concession stand, trim
and railings prepared
and painted.
George Ramsay
Troop 472



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed FY2023-24 City of Elgin Annual Operating Budget

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the FY2023-24 Annual Operating Budget as proposed by the City Manager. The FY2023-24 Annual Budget will be considered for formal adoption at a future date determined by the City Council .

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY2023-24 Budget Development Calendar.

The proposed FY2023-24 *Annual Operating Budget* has been prepared and will be presented by the City Manager in accordance with the provisions of Article VII, Section 2 of the Elgin City Charter. The comprehensive document includes the staff-recommended spending plan for all city funds and departments for the fiscal year of October 1, 2023 through September 30, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommendation is for Council to receive and consider the proposed FY2023-24 Annual Operating Budget as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

None (*The budget document will be presented at the meeting*).

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review of the Annual Street Improvements Program

DEPARTMENT: Director of Public Works/City Engineer

PROPOSED ACTION:

Review and consider the recommended improvements to various city streets through the Annual Street Improvements Program and as funded in the FY22-23 Annual Budget.

BACKGROUND:

Discussed during the budget development process; This program represents a continuing commitment to greatly enhanced effort focused on improving and maintaining existing city streets.

The approved FY22-23 Annual Budget includes a \$1.06M investment in street maintenance and/or improvements. This amount represents one of the highest one-year funding commitments to street maintenance ever made by the City from operating revenues.

The attached report lists those streets proposed for upgrade under this year's program, and the recommended level of improvement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and consider the recommended Annual Street Improvements Program as described; and routine direction to staff, if any.

ATTACHMENTS: Streets Improvement Proposal

{ } 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.



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

June 27, 2023

Mr. Michael Gonzalez, Public Works Director
City of Elgin
P.O. Box 591
Elgin, Texas 78621

**RE: Elgin 2023 Street Improvements
Engineering Services Proposal**

Dear Mr. Gonzalez:

At the request of the City of Elgin, this letter represents TRC's engineering services proposal for the preparation and submittal of chip seal, overlay plans, traffic markings, design drawings for curb and gutter, drainage inlets, pavement, and specifications for the City of Elgin in its upcoming 2023 maintenance schedule for improving select roadways.

ENGINEERING SCOPE OF WORK:

1. This project will consist of the following work tasks:
 - a) Initial site visit with the City of Elgin Public Works Director to determine the streets needing improvements and exact dimensions of the area.
 - b) Overall city map showing limits of 2" overlay of asphalt, chip seal, and traffic markings replacement.
 - c) Drawings showing curb and gutter, drainage inlets, and pavement improvements.
 - d) Project construction plans and specifications.
 - e) Bidding phase services including: advertisement for bids, issuing addendums, bid openings, bid tabulations, and contractor recommendation letters.
 - f) Construction phase services including submittal review, one site visit, punch list, final walk-through, and certificate of completion.
2. The following deliverables will be included:
 - a) Two copies of the approved plans and bidding specifications.

ASSUMPTIONS:

1. As a 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:

- a) The following streets will be designed to have 2" overlay of asphalt:

Street	Location
E 3 rd Street	N Ave F to dead end
Avenue J	2 nd Street to Q.S. Goins
Depot Street	Avenue B to Avenue C
Avenue B	Depot Street to 2 nd Street
Zaragoza Street	In its entirety
Monterrey Street	201 Monterrey to FM1704
Old McDade Road	Y at Brenham Street to MLK
E 1 st Street	Main to the railroad tracks
E 4 th Street	N Avenue E to N Avenue G
N Avenue E	Lexington Rd to E 7 th Street
E 7 th Street	N avenue E to N Avenue F

- b) The following streets will have chip seal:

Street	Location
Elgin Meadows Subdivision	Entire sub (4 streets)

- c) The following streets will have curb and gutter, drainage inlets and pavement:

Street	Location
Avenue C storm inlet	2 locations
E 1 st Street inlets	At railroad tracks
Church Street	At MLK (including new valley gutter)

2. There will be no further changes in the proposed areas after the project has been advertised for bids.

EXCLUSIONS:

The following items are specifically excluded from the scope of work:

1. Design of improvements of relocations for gas lines, telephone lines or other franchise utilities.
2. Construction staking.
3. Continuous construction inspection.
4. Detailed title search or title policy.
5. Easements or plat documents, landowner contact or easement negotiations.
6. Archaeological surveys.
7. Any other services not identified in the Scope of Work.

Mr. Michael Gonzalez, Public Works Director
City of Elgin
June 27, 2023
Page 3 of 3

COMPENSATION FOR SERVICES:

TRC Engineers, Inc. will provide the professional engineering services as outlined in the Scope of Work and the Master Services Agreement, for a total lump fee of:

Engineering Design:	\$ 38,600.00
Bidding Services:	\$ 4,650
Construction Administration:	\$ 13,200
Total:	\$ 56,450

Changes in scope, including additional scenarios or modifications to the scope of work identified above will be evaluated for additional services and/or materials cost through a formal change order process, which shall result in approval of the additional cost prior to executing the additional work.

Design services are rendered in Travis County. 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.

The services will be provided under the Master Services Agreement executed by the City and TRC. The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

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

City of Elgin

Date

Date





July 27, 2023

Main Street Board/Committee Report to the City Council

The Main Street board includes President Stacey Wilhite, Krista Marx, Sarah Gudenkauf, Jake Carter, Monica Nava, Skie O'Mahoney, and Katy Gassaway.

Board members are appointed to implement downtown revitalization through the Main Street Four Point approach –Economic Vitality, Design, Promotion, and Organization.

As a Texas Main Street City, Elgin receives design assistance and technical guidance through the Texas Historic Commission. The state program is overseen by Main Street America.

1.) Summary of Committee Activities for the Past 4 Months

The Main Street Board has awarded over \$2,850 in financial and marketing assistance grants since March 1, 2023.

Seven new businesses have opened downtown: Downtown Elgin Café, Lofi Coffee House & Studio, Smoking Burnouts, Wild Things Photography, Noble Smith Realty, Long Bookkeeping, and Depot Lounge

Two businesses are coming soon: The Pained Raven and Freedom Learning Center.

Four spaces currently available for lease downtown:

- 210 sq. ft. office at 2 Depot Square –office space on 2nd floor
- Approx. 250 sq. ft. at 101 W. 1st Street #D –office space on 2nd floor
- Approx. 250 sq. ft. at 101 W. 1st Street #E–office space on 2nd floor
- 600 sq. ft. at 111 W. 2nd Street

Promotional events in addition to the monthly Sip, Shop, & Stroll:

- Music in the Park every Friday in April & May
- Explore Elgin Arts & Culture
- Peterson Brothers June Concert

Volunteers – 76 volunteer hours this quarter that supported committees, promotional events, Hogeys Festival, board/committee meetings and the office.

Main Street hosted the Texas Historic Commission Imagine the Possibilities Tour on May 12th highlighting available historic properties and several current renovations.

2.) Summary of Proposed Activities for the Next 4 Months

Main Street Board had their board training in May covering the new reporting rules from Main Street America including transformation strategies for the yearly work plan with a review of 2022 and a look ahead for 2023.

Business 101 on April 19th was a success, with six businesses attending. The focus was Best Practices, Taxes/CPA, HR Basics, Website and basic marketing, Aspects of Service: Customer and Community. The next event will be in January of 2024 with two lunch & learn sessions being planned for this fall. One will focus on Payroll and the other will be a customer service training for employees.

Promotion and Tourism is focusing on ideas to increase tourism for our current events. Main Street has been asking businesses to use the #VisitElginTX hashtag for promotions and to be included in the “This Week in Elgin” and “This Weekend in Elgin” posts. We have created stickers for VisitElginTX to assist with promoting this effort. Local home builders are using the Community Services’ pink info bags as marketing materials to potential residents when house hunting. Pink info bags have also been distributed to the local hotels and the Green Acres Glamping for their guests. Promotional videos are in the works.

Upcoming Events:

- August Sip, Shop, & Stroll with Stuff the Bus & Meet the Elgin Wild cats – August 10th
- September Sip, Shop, & Stroll
- October Sip, Shop, & Stroll
- Hogeye Stroll, Free Street Dance, Hogeye Festival
- Safe Trick or Treat
- Día De Los Muertos
- Holiday by the Tracks with Hot Cocoa Stroll

Volunteers – Our volunteer effort and organization has increased with Donna Ambrogio as the volunteer coordinator. Hogeye volunteer meetings are being held monthly and will soon move to every two weeks.

Hogeye Festival is seeking Sponsors and volunteers for the festival.



July 25, 2023

Historic Review Board Quarterly Report to City Council

HRB meets monthly, typically on the 4th Wednesday of the month at 7:30am in the City Council chamber. Board members: Molly Alexander, Chair, Robert Ryland, Skie O 'Mahoney, Micah Erwin, Jake Carter, Cynthia Burchfield, Barry Barker and Sherri Richardson

HRB reviews an alteration visible from the public right of way in the historic district. The area within the red dotted line in the attached map shows the district.

The board reviewed and approved the following applications since April 1, 2023
104 N Main Street, sign application ETX Travel and façade application, canopy

30 N Main ST, Lo-Fi Coffee House & Studio, sign and bench application

115 Central Ave, The Painted Raven, façade application and sign application

114 N Main St, Chemn Café sidewalk dining application

107 Central Avenue, Lightnin Bar & Elgin Meadery outdoor seating

109 Central Avenue sign application Smith's BBQ

109 Central Avenue sign application Elgin Meadery

New construction Ongoing updates
Elgin Police Department

Veterans Memorial Park Expansion Block A

Staff reviewed the following applications:

116 Smoke Shop sign application

The board and staff utilize the following resources in reviews

Secretary of interior: <https://www.nps.gov/tps/standards.htm> Sources:

Preservation briefs: <https://www.nps.gov/tps/how-to-preserve/briefs.htm>

Do business downtown: <https://www.elgintx.com/208/Do-Business-Downtown>

sign requirements for size, placement, material and quantity. Resource:

https://library.municode.com/tx/elgin/codes/code_of_ordinances?nodeId=PTIICOOR_CH32SI_ARTVIISIHIDIHILA
sidewalk dining information –

https://library.municode.com/tx/elgin/codes/code_of_ordinances?nodeId=PTIICOOR_CH34STSIOTPUPL_ARTIVDIMEOB_S34-101SICA

Paving materials information

https://library.municode.com/tx/elgin/codes/code_of_ordinances?nodeId=PTIICOOR_CH46ZO_ARTIVZODIRE_DIV7GECODI_S46-394DOOV

Downtown Elgin

Historic District – red dotted line

Zoning overlay – yellow and blue





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes – July 11, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes – July 11, 2023

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes – July 11, 2023

ATTACHMENTS: Minutes

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

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

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

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 11, 2023

CALL TO ORDER

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

Roll Call

Present:

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

Absent:

Al Rodriguez, Council Member

Mayor Pro Tem Brashar made a motion to approve the absences of Mr. Rodriguez and Mr. Dennis. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Amy Miller, Community Services Director
Belen Pena, Finance Director
Chris Noble, Chief of Police
Pam Sanders, Human Resources Director
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. PUBLIC HEARING ON AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR EXPANSION OF A DAY CARE CENTER ON A NEIGHBORING LOT & MODIFICATION OF AN EXISTING SPECIFIC USE FOR A DAY CARE CENTER (ORDINANCE 2019-04-02-07) REGARDING THE PARKING LOT LAYOUT ON PROPERTY LOCATED AT 700 BULL RUN (SOPKO & KEELING SUBDIVISION, LOT 1, ACRES 0.8230 & LOT 2, ACRES 0.5510), CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and mentioned the Public Hearing was for action later in the meeting. There were no public hearing comments.

PUBLIC COMMENT

Judy Sears, 244 Pleasant Grove Road, stated that she enjoyed the Recreation Center and the Public Library activities. She stated that her crochet group had recently discussed bollard covers at the park. She asked staff about tree wraps and was told she could only wrap trees once all bollards were covered, and this would cause harm to the trees. She stated that these yard designs were simple to make and would not stay up 24.7. She would like this to be taken under reconsideration. She stated that she was concerned about losing space to have those activities in the community room.

Mark Flannigan, 153 County Road 491, stated that he regularly plays pickleball at the Rec Center. Mr. Flannigan and his pickleball community would like the city council to make funds available to the rec center to refinish the gym floor. The pickleball group would pay to stripe three pickleball courts indoors at the rec center. He stated that this would allow us to play safer and enable growth in the pickleball community.

Elizabeth Vance, 644 Monkey Road, stated she was here to reinforce Mark's words. She has had so much fun playing pickleball and has met many people in Elgin. Ms. Vance stated that the court was scheduled to be repainted in 3-5 years. She asked for this request to be placed in the budget.

Mr. Mattis stated that a pickleball court project was on the 5YR CIP list and would be voted on later by the City Council.

CITY MANAGER'S REPORT

1. Consideration Of Ad Hoc Committee Recommendation Regarding Thomas Park Phase 1 Improvements Project And Direction To Staff Regarding Same

Mr. Mattis provided information. He stated that the Mayor appointed a committee of Ward Council Members and Thomas Park representatives. The committee unanimously approved utilizing the first round of funding for the basketball court and a playground with a shaded structure. Mr. Mattis stated that there would be less time to solicit public input and the anticipated time to bring a contract to the City Council would be in September.

Mayor Pro Tem Brashar made a motion to move ahead with the presentation as provided by Mattis. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

2. Presentation And Review Of Staff Recommendation For The Annual Street Improvements Program

Mr. Mattis provided information. He stated the city had been able to increase investment in replacing and resurfacing streets in the original part of town. The recommendation by the City Engineer was to repave roads in the Fall due to pricing. Mr. Mattis stated this list was being brought forth before the Council to show prioritization and that he wanted to be on the same page as the City Council. He stated that this list should be finalized by the next City Council meeting. Mr. Mattis and Mr. Perry answered questions of the Council. Mr. Dennis arrived at 6:56 p.m.

3. Consideration Of A Request To Waive Noise Ordinance Limitations For The Month Of August In Support Of The Elgin Police Department Station Project

During the meeting, Mr. Mattis provided information. He stated that this item followed the city's code and allowed for concrete pouring after hours. Ms. Love made a motion to approve the request. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

4. Review And Discussion Of Upcoming City Council Meeting Schedule

Mr. Mattis stated there was an extensive council meeting schedule in the next couple of weeks and provided information. He stated that he discussed the meeting schedule with the Mayor and wanted to inform the Council that the next meeting would be on August 1st. The budget presentation and Veteran's Park were planned for the next meeting.

5. FY 22-23 3RD QUARTER INVESTMENT REPORT

Mr. Mattis stated this item was a routine report, and Ms. Pena was here tonight to answer questions. There were no questions from the City Council.

6. Library Advisory Board Quarterly Report

Mr. Mattis mentioned that the two reports were included in the packet as part of the new ordinance adopted last year. Ms. Casnovsky inquired about the hiring status of the new librarian. Mr. Mattis responded that the city was still hiring and there was no set timeline.

7. Parks & Recreation Advisory Board Quarterly Report

Mr. Mattis mentioned that the two reports were included in the packet as part of the new ordinance adopted last year.

8. General Activity Report and/or Project Update

There were no questions or comments from the City Council.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - June 20, 2023
The minutes passed on the consent agenda.

The minutes were approved on the consent agenda.

2. City Council Worksession Meeting Minutes - June 20, 2023

The minutes were approved on the consent agenda.

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

The resolution passed on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2023 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS; AND PROVIDING FOR RELATED MATTERS

Mr. Mattis discussed the city's annual plan for capital improvements. This plan, updated each year, focuses on improving capital projects and operations in the city. He noted that the proposed plan was available for review at city hall, the library, and online. Over the past few years, the city has invested \$76.5 million in its infrastructure, with \$36 million being funded through grants or external sources. Mr. Mattis stated that the Council participated in a survey to identify their priorities for the upcoming year. The top three projects from the general fund survey were Veteran's Park Expansion Phase 2, Preserve Historic City Hall, and Shenandoah Park Walking Path. Mr. Mattis emphasized that the plan serves as a guide for the city's priorities and was meant to demonstrate to the public what those priorities were. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried.

2. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR EXPANSION OF A DAY CARE CENTER ON A NEIGHBORING LOT & MODIFICATION OF AN EXISTING SPECIFIC USE FOR A DAY CARE CENTER (ORDINANCE 2019-04-02-07) REGARDING THE PARKING LOT LAYOUT ON PROPERTY LOCATED AT 700 BULL RUN (SOPKO & KEELING SUBDIVISION, LOT 1, ACRES 0.8230 & LOT 2, ACRES 0.5510), CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided information and stated that this was for an expanding daycare center. The applicant submitted a Specific Use Permit Application, which staff supports, to accommodate the growth of the New Beginnings Child Development Center. He clarified that the Specific Use Permit would be valid for five years. Mayor Pro Tem Brashar inquired whether the ordinance should mention the five-year duration, and Mr. Mattis confirmed it should. He answered questions of the Council. Mr. Dennis made a motion to approve the ordinance with a 5-year review stipulation. Ms. Love seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

Mr. Mattis provided comments and stated this was a routine renewal of a contract with Bastrop County for dispatching services for two years rather than one year. He stated that the goal was internal dispatching services, but the city needed more time to prepare for the expense. He answered questions of the Council. Mayor Pro Tem Brashar commented that every second counts and that she understood the city's situation. She asked the city to remedy the situation and research further grant opportunities. Mr. Dennis commented that he heard from citizens that a dispatcher did not know they were within the city limits, and there was a communication challenge. Discussion followed. Mayor Pro Tem Brashar encouraged those in attendance to state that they reside in Elgin, Texas, when dialing 9-1-1. Mr. Swain made a motion to approve the resolution. Ms. Casnovsky seconded the motion. Discussion followed. All voted in favor. The motion carried.

EXECUTIVE SESSION

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

The City Council did not retire into Executive Session.

ANNOUNCEMENTS

Ms. Miller stated that it was Parks & Recreation Month. Every Friday night, there would be a free, special program. She provided handouts and event information. Ms. Miller encouraged those in attendance to attend Sip, Shop, and Stroll and to apply for the City's Boards and Commissions. Ms. Casnovsky inquired about the closed playground structure at Morris Memorial Park. Ms. Miller explained that the closure was due to safety concerns, and it would remain closed until the construction of a new playground was completed in the future. Mr. Mattis commented that Mac & Cheese Day was on July 14th. Ms. Miller mentioned that many businesses were celebrating. The City Council wished Mayor Pro Tem Brashar a Happy Birthday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:45 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes – July 25, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Special Meeting Minutes – July 25, 2023

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Special Meeting Minutes – July 25, 2023

ATTACHMENTS: Minutes

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

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

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

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

MINUTES
ELGIN CITY COUNCIL SPECIAL MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 25, 2023

CALL TO ORDER

Mayor McShan called the meeting to order at 6:06 p.m.

Roll Call

Present:

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

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Chris Noble, Chief of Police
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Stephen Barron, City Attorney

The Mayor recessed the meeting at 6:07 p.m. so the City Council could take a group photo.

EXECUTIVE SESSION

1. Adjourn Into Executive Session Pursuant To Section §551.071 Consultations With Attorney; To Deliberate With Legal Counsel Regarding Pending Litigation: Stephanie Lippke V. Thomas L. Mattis, Cause Number 2029-21 In The 21st Judicial District, Bastrop County Texas

The City Council returned to the dais at 6:17 p.m. Mayor McShan stated the City Council was retiring into executive session at 6:17 p.m.

RECONVENE

1. Reconvene From Executive Session - The City Council Is Authorized Take Action, Including Action Regarding Pending Litigation: Stephanie Lippke V. Thomas L. Mattis, Cause Number 2029-21 In The 21st Judicial District, Bastrop County Texas.

Mayor McShan reconvened the meeting in open session at 6:56 p.m.

2. Consideration Of A JOINT DECLARATION OF THE CITY COUNCIL OF THE CITY OF ELGIN Re: Stephanie Lippke V. Thomas L. Mattis, Cause Number 2029-21 In The 21st Judicial District, Bastrop County Texas

Mr. Rodriguez made a motion to approve the document a Consideration Of A JOINT DECLARATION OF THE CITY COUNCIL OF THE CITY OF ELGIN Re: Stephanie Lippke V. Thomas L. Mattis, Cause Number 2029-21 In The 21st Judicial District, Bastrop County Texas. Ms. Love seconded the motion. All voted in favor. The motion carried.

Mr. Mattis informed the City Council and those in attendance that the document was now available to the public, which sent a message of unity. Additionally, he mentioned that Circle Brewing was organizing an event this weekend called Hot Mess Fest and needed volunteers for a Hot Wing eating contest. Mr. Mattis informed the City Council that County Line Road was set to undergo repaving this week and that the concrete slab for the Police Station would be poured on Friday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:03 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 3, 2023, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SATURDAY SEPTEMBER 2 from 11:00 AM to 3:00 PM AND SUNDAY SEPTEMBER 3 FROM 3:00 PM to 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 3.

DEPARTMENT: Community Services

PROPOSED ACTION: Consideration of a request by Sacred Heart Catholic Church to grant certain waivers in support of their Annual Fiesta on September 3, 2023.

BACKGROUND: The Sacred Heart Catholic Church Annual Fiesta is an annual community event traditionally held at Elgin Memorial Park. The organizers have typically requested the stated waivers in support of the Fiesta.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Consideration of a request by Sacred Heart Catholic Church to grant certain waivers in support of their Annual Fiesta on September 3, 2023; and direction to staff, if any, regarding same.

ATTACHMENTS: Request

- { } 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.

Sacred heart Catholic Church
302 W. 11th Street, Elgin, TX

RE: Elgin Sacred Heart Catholic Church
Annual Fiesta – September 3, 2023

Dear Madam Mayor and Council Members,

Sacred Heart Catholic Church and Reverend John Hudson would like to request your consideration on the following items in reference to our Annual Fiesta on Sunday, September 3, 2023.

- Request to waive the open container alcohol ordinance for Saturday September 2, 2023 and Sunday September 3, 2023.
- Request to allow the music to extend until 10:00pm Sunday, September 3, 2023.
- Request to allow our church members to set up booths on the park grounds on Saturday, September 2, 2023 and to take down all booths and clean up the park on Monday, September 4, 2023.

Allow us to block the front entrance to the park in front of the ballfield and next to the tennis courts.

Your consideration is greatly appreciated.

Very Respectfully,

Rita Sanchez

Rita Sanchez
Fiesta Representative



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: City Manager/EPD

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to remit payment for professional services fees in the amount of \$225,850.15 for Bid Package #1 and the dollar amount of \$178,296 for Bid Package 2.

BACKGROUND:

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

Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of 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:

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

ATTACHMENTS: (1) Resolution (2) Invoices

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH
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 \$225,850.15 for Bid Package #1 and the dollar amount of \$178,296 for Bid Package 2, for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY22-23 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 1st day of August 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

FGMARCHITECTS

May 8, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #1 – Bid Package #2
City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$42,985.60

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Principal
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
Beau Perry, PE – TRC
Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #1 – Bid Package #1

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP2
(Bid Package 2)

APPLICATION NO: One (1)
APPLICATION DATE: May 4, 2023

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: March 31, 2023
PERIOD TO: April 30, 2023

PROJECT NO: 602

CONTRACT FOR: General Construction

CONTRACT DATE: March 31, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$4,349,760.00
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$4,349,760.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$45,248.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	2,262.40
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$2,262.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$42,985.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$0.00
8. CURRENT PAYMENT DUE	\$	\$42,985.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$4,306,774.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By: _____ Date: May 4, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 4th day of May, 2023.

Notary Public:

Becky Driver



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED \$ \$42,985.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: FGM ARCHITECTS, INC.

By:/Date: Jaime Palomo, AIA 05/08/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: One (1)
APPLICATION DATE: 05/04/23
PERIOD FROM: 03/31/23
PERIOD TO: 04/30/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Fences & Gates	\$65,109.00	\$0.00	\$0.00		\$0.00		\$65,109.00	\$0.00
200	Revegetation	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
300	Site Furnishings	\$3,900.00	\$0.00	\$0.00		\$0.00		\$3,900.00	\$0.00
400	Concrete	\$32,000.00	\$0.00	\$0.00		\$0.00		\$32,000.00	\$0.00
500	Concrete Finishing	\$12,958.00	\$0.00	\$0.00		\$0.00		\$12,958.00	\$0.00
600	Masonry	\$154,989.00	\$0.00	\$0.00		\$0.00		\$154,989.00	\$0.00
700	Metal Fabrications	\$10,350.00	\$0.00	\$0.00		\$0.00		\$10,350.00	\$0.00
800	Metal Stairs & Railings	\$38,000.00	\$0.00	\$0.00		\$0.00		\$38,000.00	\$0.00
900	Rough Carpentry	\$49,265.00	\$0.00	\$0.00		\$0.00		\$49,265.00	\$0.00
1000	Architectural Cabinets	\$117,102.00	\$0.00	\$0.00		\$0.00		\$117,102.00	\$0.00
1100	Plastic Paneling	\$22,000.00	\$0.00	\$0.00		\$0.00		\$22,000.00	\$0.00
1200	Thermal & Moisture Protection	\$118,077.00	\$0.00	\$0.00		\$0.00		\$118,077.00	\$0.00
1300	EIFS	\$72,380.00	\$0.00	\$0.00		\$0.00		\$72,380.00	\$0.00
1400	Roofing & Metal Panels	\$213,440.00	\$0.00	\$0.00		\$0.00		\$213,440.00	\$0.00
1500	Doors, Frames, & Hardware	\$127,887.00	\$0.00	\$0.00		\$0.00		\$127,887.00	\$0.00
1600	Access Doors & Frames	\$4,750.00	\$0.00	\$0.00		\$0.00		\$4,750.00	\$0.00
1700	Aluminum-Framed Openings	\$147,450.00	\$0.00	\$0.00		\$0.00		\$147,450.00	\$0.00
1800	Gyp. Board Assemblies & Ceilings	\$415,831.00	\$0.00	\$0.00		\$0.00		\$415,831.00	\$0.00
1900	Ceramic Tiling	\$31,395.00	\$0.00	\$0.00		\$0.00		\$31,395.00	\$0.00
2000	Flooring & Accessories	\$42,350.00	\$0.00	\$0.00		\$0.00		\$42,350.00	\$0.00
2100	Floor Preparation	\$5,500.00	\$0.00	\$0.00		\$0.00		\$5,500.00	\$0.00
2200	Epoxy Resinous Flooring	\$20,840.00	\$0.00	\$0.00		\$0.00		\$20,840.00	\$0.00
2300	Wall Coverings	\$25,000.00	\$0.00	\$0.00		\$0.00		\$25,000.00	\$0.00
2400	Painting	\$111,400.00	\$0.00	\$0.00		\$0.00		\$111,400.00	\$0.00
2500	Specialties	\$37,705.00	\$0.00	\$0.00		\$0.00		\$37,705.00	\$0.00
2600	Building Signage	\$19,625.00	\$0.00	\$0.00		\$0.00		\$19,625.00	\$0.00
2700	Metal Lockers	\$26,604.00	\$0.00	\$0.00		\$0.00		\$26,604.00	\$0.00
2800	Equipment	\$79,507.00	\$0.00	\$0.00		\$0.00		\$79,507.00	\$0.00
2900	Window Treatments	\$7,125.00	\$0.00	\$0.00		\$0.00		\$7,125.00	\$0.00
3000	Countertops	\$43,250.00	\$0.00	\$0.00		\$0.00		\$43,250.00	\$0.00
3100	Elevator	\$94,234.00	\$0.00	\$0.00		\$0.00		\$94,234.00	\$0.00
3200	Fire Suppression System	\$67,833.00	\$0.00	\$0.00		\$0.00		\$67,833.00	\$0.00
3300	Plumbing	\$312,270.00	\$0.00	\$0.00		\$0.00		\$312,270.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: One (1)
APPLICATION DATE: 05/04/23
PERIOD FROM: 03/31/23
PERIOD TO: 04/30/23

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	% (F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3400	HVAC	\$416,102.00	\$0.00	\$0.00		\$0.00		\$416,102.00	\$0.00
3500	Electrical	\$693,700.00	\$0.00	\$0.00		\$0.00		\$693,700.00	\$0.00
3600	Fire Alarm System	\$46,719.00	\$0.00	\$0.00		\$0.00		\$46,719.00	\$0.00
3700	General Requirements	\$132,238.00	\$0.00	\$1,323.00		\$1,323.00	1%	\$130,915.00	\$66.15
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	SCHEDULED ALLOWANCES	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3800	No. 1 - Contractor's Contingency	\$50,000.00	\$0.00	\$0.00		\$0.00		\$50,000.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$0.00	\$42,373.00		\$42,373.00	13%	\$273,324.00	\$2,118.65
4000	*Construction Fee	\$155,178.00	\$0.00	\$1,552.00		\$1,552.00	1%	\$153,626.00	\$77.60
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$4,349,760.00	\$0.00	\$45,248.00	\$0.00	\$45,248.00	1%	\$4,304,512.00	\$2,262.40

FGMARCHITECTS

July 5, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #3 – Bid Package #1
 City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$94,018.65

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Principal
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
 Beau Perry, PE – TRC
 Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #3 – Bid Package #1

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP1
(Bid Package 1)

APPLICATION NO: Three (3)
APPLICATION DATE: June 28, 2023

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: June 1, 2023
PERIOD TO: June 30, 2023

PROJECT NO: 599

CONTRACT FOR: General Construction

CONTRACT DATE: February 21, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$1,601,275.00
2. Net change by Change Orders	\$	- \$327,837.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,273,438.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$237,737.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	11,886.85
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$11,886.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$225,850.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$131,831.50
8. CURRENT PAYMENT DUE	\$	\$94,018.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$1,047,587.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$327,837.00
TOTALS	\$0.00	\$327,837.00
NET CHANGES by Change Order	(\$327,837.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By: _____ Date: June 28, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 28th day of June, 2023.

Notary Public: *Becky Driver*



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED \$ \$94,018.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: FGM ARCHITECTS, INC

By:/Date: _____ 07/05/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three (3)
APPLICATION DATE: 06/28/23
PERIOD FROM: 06/01/23
PERIOD TO: 06/30/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Earthwork								
101	Mobilization	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
102	Site Demolition / Stripping	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
103	Mass Excavation	\$38,000.00	\$34,200.00	\$0.00		\$34,200.00	90%	\$3,800.00	\$1,710.00
104	Building Pad	\$30,000.00	\$27,000.00	\$0.00		\$27,000.00	90%	\$3,000.00	\$1,350.00
200	Site Specialties	\$5,550.00	\$0.00	\$0.00		\$0.00		\$5,550.00	\$0.00
300	Site Utilities								
301	Sewer - Labor	\$13,996.00	\$2,100.00	\$11,896.00		\$13,996.00	100%	\$0.00	\$699.80
302	Sewer - Equipment	\$8,806.00	\$1,321.00	\$7,485.00		\$8,806.00	100%	\$0.00	\$440.30
303	Sewer - Material	\$10,545.00	\$1,582.00	\$8,963.00		\$10,545.00	100%	\$0.00	\$527.25
304	Water - Labor	\$21,649.00	\$0.00	\$0.00		\$0.00		\$21,649.00	\$0.00
305	Water - Equipment	\$5,918.00	\$0.00	\$0.00		\$0.00		\$5,918.00	\$0.00
306	Water - Material	\$19,069.00	\$0.00	\$0.00		\$0.00		\$19,069.00	\$0.00
400	Concrete								
401	Foundation	\$203,000.00	\$0.00	\$60,900.00		\$60,900.00	30%	\$142,100.00	\$3,045.00
402	Slab-on-Metal Deck	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
403	Concrete Paving	\$50,000.00	\$0.00	\$0.00		\$0.00		\$50,000.00	\$0.00
404	Sidewalks	\$13,000.00	\$0.00	\$0.00		\$0.00		\$13,000.00	\$0.00
405	Bollards - Installation	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
406	Transformer Pad	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
407	Dumpster Pad	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
408	Site Rebar	\$11,000.00	\$0.00	\$0.00		\$0.00		\$11,000.00	\$0.00
500	Masonry	\$192,834.00	\$0.00	\$0.00		\$0.00		\$192,834.00	\$0.00
600	Structural Steel - Fabrication	\$287,250.00	\$0.00	\$0.00		\$0.00		\$287,250.00	\$0.00
700	Structural Steel - Erection	\$116,900.00	\$0.00	\$0.00		\$0.00		\$116,900.00	\$0.00
800	Metal Fabrications	\$5,000.00	\$0.00	\$0.00		\$0.00		\$5,000.00	\$0.00
900	SWPPP	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00
1000	General Requirements	\$38,499.00	\$3,850.00	\$3,465.00		\$7,315.00	19%	\$31,184.00	\$365.75
1100	*Quoted General Conditions	\$111,730.00	\$37,247.00	\$2,235.00		\$39,482.00	35%	\$72,248.00	\$1,974.10
1200	*Construction Fee	\$44,692.00	\$4,470.00	\$4,023.00		\$8,493.00	19%	\$36,199.00	\$424.65
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1300	Change Order #01	Included Above	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three (3)
APPLICATION DATE: 06/28/23
PERIOD FROM: 06/01/23
PERIOD TO: 06/30/23

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED PREVIOUS APPLICATION	THIS PERIOD	Materials Presently Stored	TOTAL COMP & STORED TO DATE	% (F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$1,273,438.00	\$138,770.00	\$98,967.00	\$0.00	\$237,737.00	19%	\$1,035,701.00	\$11,886.85

FGMARCHITECTS

June 1, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #2 – Bid Package #1
 City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$115,617.85

Please feel free to contact me if you need any further information.

Sincerely,



Bob Galloway, AIA, CSI | Principal
bobgalloway@fgmarchitects.com

cc: Jaime Palomo, AIA – FGM Architects
 Beau Perry, PE – TRC
 Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #2 – Bid Package #1

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP1
(Bid Package 1)

APPLICATION NO: Two (2)
APPLICATION DATE: May 31, 2023

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: May 1, 2023
PERIOD TO: May 31, 2023

PROJECT NO: 599

CONTRACT FOR: General Construction

CONTRACT DATE: February 21, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$1,601,275.00
2. Net change by Change Orders	\$	- \$327,837.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,273,438.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$138,770.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	6,938.50
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$6,938.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$131,831.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$16,213.65
8. CURRENT PAYMENT DUE	\$	\$115,617.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$1,141,606.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$327,837.00
TOTALS	\$0.00	\$327,837.00
NET CHANGES by Change Order	(\$327,837.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By: _____ Date: May 31, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 31st day of May, 2023.

Notary Public: *Becky Driver*



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT ~~CERTIFIED~~ REVIEWED \$115,617.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: FGM ARCHITECTS, INC.

By:/Date: *Bob Ealloway* 1 June 2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two (2)
APPLICATION DATE: 05/31/23
PERIOD FROM: 05/01/23
PERIOD TO: 05/31/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Earthwork								
101	Mobilization	\$15,000.00	\$0.00	\$15,000.00		\$15,000.00	100%	\$0.00	\$750.00
102	Site Demolition / Stripping	\$10,000.00	\$0.00	\$10,000.00		\$10,000.00	100%	\$0.00	\$500.00
103	Mass Excavation	\$38,000.00	\$0.00	\$34,200.00		\$34,200.00	90%	\$3,800.00	\$1,710.00
104	Building Pad	\$30,000.00	\$0.00	\$27,000.00		\$27,000.00	90%	\$3,000.00	\$1,350.00
200	Site Specialties	\$5,550.00	\$0.00	\$0.00		\$0.00		\$5,550.00	\$0.00
300	Site Utilities								
301	Sewer - Labor	\$13,996.00	\$0.00	\$2,100.00		\$2,100.00	15%	\$11,896.00	\$105.00
302	Sewer - Equipment	\$8,806.00	\$0.00	\$1,321.00		\$1,321.00	15%	\$7,485.00	\$66.05
303	Sewer - Material	\$10,545.00	\$0.00	\$1,582.00		\$1,582.00	15%	\$8,963.00	\$79.10
304	Water - Labor	\$21,649.00	\$0.00	\$0.00		\$0.00		\$21,649.00	\$0.00
305	Water - Equipment	\$5,918.00	\$0.00	\$0.00		\$0.00		\$5,918.00	\$0.00
306	Water - Material	\$19,069.00	\$0.00	\$0.00		\$0.00		\$19,069.00	\$0.00
400	Concrete	\$296,000.00	\$0.00	\$0.00		\$0.00		\$296,000.00	\$0.00
500	Masonry	\$192,834.00	\$0.00	\$0.00		\$0.00		\$192,834.00	\$0.00
600	Structural Steel - Fabrication	\$287,250.00	\$0.00	\$0.00		\$0.00		\$287,250.00	\$0.00
700	Structural Steel - Erection	\$116,900.00	\$0.00	\$0.00		\$0.00		\$116,900.00	\$0.00
800	Metal Fabrications	\$5,000.00	\$0.00	\$0.00		\$0.00		\$5,000.00	\$0.00
900	SWPPP	\$2,000.00	\$0.00	\$2,000.00		\$2,000.00	100%	\$0.00	\$100.00
1000	General Requirements	\$38,499.00	\$385.00	\$3,465.00		\$3,850.00	10%	\$34,649.00	\$192.50
1100	*Quoted General Conditions	\$111,730.00	\$16,235.00	\$21,012.00		\$37,247.00	33%	\$74,483.00	\$1,862.35
1200	*Construction Fee	\$44,692.00	\$447.00	\$4,023.00		\$4,470.00	10%	\$40,222.00	\$223.50
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1300	Change Order #01	Included Above	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$1,273,438.00	\$17,067.00	\$121,703.00	\$0.00	\$138,770.00	11%	\$1,134,668.00	\$6,938.50

FGMARCHITECTS

May 8, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #1 – Bid Package #1
City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$16,213.65

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Principal
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
Beau Perry, PE – TRC
Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #1 – Bid Package #1

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP1
(Bid Package 1)

APPLICATION NO: One (1)
APPLICATION DATE: May 4, 2023

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: February 21, 2023
PERIOD TO: April 30, 2023

PROJECT NO: 599

CONTRACT FOR: General Construction

CONTRACT DATE: February 21, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$1,601,275.00
2. Net change by Change Orders	\$	- \$327,837.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,273,438.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$17,067.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	853.35
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$853.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$16,213.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$0.00
8. CURRENT PAYMENT DUE	\$	\$16,213.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$1,257,224.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$327,837.00
TOTALS	\$0.00	\$327,837.00
NET CHANGES by Change Order	(\$327,837.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/Williams CONSTRUCTION, LTD

By: _____ Date: May 4, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 4th day of May, 2023.

Notary Public: *Becky Driver*



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED \$ **\$16,213.65**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: FGM ARCHITECTS, INC.

By:/Date: Jaime Palomo, AIA 05/08/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: One (1)
APPLICATION DATE: 05/04/23
PERIOD FROM: 02/21/23
PERIOD TO: 04/30/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C PREVIOUS APPLICATION	D WORK COMPLETED THIS PERIOD	E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
100	Earthwork	\$93,000.00	\$0.00	\$0.00		\$0.00		\$93,000.00	\$0.00
200	Site Specialties	\$5,550.00	\$0.00	\$0.00		\$0.00		\$5,550.00	\$0.00
300	Site Utilities	\$79,983.00	\$0.00	\$0.00		\$0.00		\$79,983.00	\$0.00
400	Concrete	\$296,000.00	\$0.00	\$0.00		\$0.00		\$296,000.00	\$0.00
500	Masonry	\$192,834.00	\$0.00	\$0.00		\$0.00		\$192,834.00	\$0.00
600	Structural Steel - Fabrication	\$287,250.00	\$0.00	\$0.00		\$0.00		\$287,250.00	\$0.00
700	Structural Steel - Erection	\$116,900.00	\$0.00	\$0.00		\$0.00		\$116,900.00	\$0.00
800	Metal Fabrications	\$5,000.00	\$0.00	\$0.00		\$0.00		\$5,000.00	\$0.00
900	SWPPP	\$2,000.00	\$0.00	\$0.00		\$0.00		\$2,000.00	\$0.00
1000	General Requirements	\$38,499.00	\$0.00	\$385.00		\$385.00	1%	\$38,114.00	\$19.25
1100	*Quoted General Conditions	\$111,730.00	\$0.00	\$16,235.00		\$16,235.00	15%	\$95,495.00	\$811.75
1200	*Construction Fee	\$44,692.00	\$0.00	\$447.00		\$447.00	1%	\$44,245.00	\$22.35
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1300	Change Order #01	Included Above	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$1,273,438.00	\$0.00	\$17,067.00	\$0.00	\$17,067.00	1%	\$1,256,371.00	\$853.35

FGMARCHITECTS

July 5, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #2 – Bid Package #2
City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$135,310.40

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Principal
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
 Beau Perry, PE – TRC
 Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #2 – Bid Package #2

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP2
(Bid Package 2)

APPLICATION NO: Two (2)
APPLICATION DATE: June 28, 2023

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: June 1, 2023
PERIOD TO: June 30, 2023

PROJECT NO: 602

CONTRACT FOR: General Construction

CONTRACT DATE: March 31, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$4,349,760.00
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$4,349,760.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$187,680.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	9,384.00
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$9,384.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$178,296.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$42,985.60
8. CURRENT PAYMENT DUE	\$	\$135,310.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$4,171,464.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been paid by
the Contractor for Work for which previous Certificates for Payment were issued and
payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By: _____ Date: June 28, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 28th day of June, 2023.

Notary Public: *Becky Driver*



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application,
the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner
Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work
is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED \$ \$135,310.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: FGM ARCHITECTS, INC

By:/Date: _____ 07/05/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two (2)
APPLICATION DATE: 06/28/23
PERIOD FROM: 06/01/23
PERIOD TO: 06/30/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Fences & Gates	\$65,109.00	\$0.00	\$0.00		\$0.00		\$65,109.00	\$0.00
200	Revegetation	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
300	Site Furnishings	\$3,900.00	\$0.00	\$0.00		\$0.00		\$3,900.00	\$0.00
400	Concrete	\$32,000.00	\$0.00	\$0.00		\$0.00		\$32,000.00	\$0.00
500	Concrete Finishing	\$12,958.00	\$0.00	\$0.00		\$0.00		\$12,958.00	\$0.00
600	Masonry	\$154,989.00	\$0.00	\$0.00		\$0.00		\$154,989.00	\$0.00
700	Metal Fabrications	\$10,350.00	\$0.00	\$0.00		\$0.00		\$10,350.00	\$0.00
800	Metal Stairs & Railings	\$38,000.00	\$0.00	\$0.00		\$0.00		\$38,000.00	\$0.00
900	Rough Carpentry	\$49,265.00	\$0.00	\$0.00		\$0.00		\$49,265.00	\$0.00
1000	Architectural Cabinets	\$117,102.00	\$0.00	\$0.00		\$0.00		\$117,102.00	\$0.00
1100	Plastic Paneling	\$22,000.00	\$0.00	\$0.00		\$0.00		\$22,000.00	\$0.00
1200	Thermal & Moisture Protection	\$118,077.00	\$0.00	\$0.00		\$0.00		\$118,077.00	\$0.00
1300	EIFS	\$72,380.00	\$0.00	\$0.00		\$0.00		\$72,380.00	\$0.00
1400	Roofing & Metal Panels	\$213,440.00	\$0.00	\$0.00		\$0.00		\$213,440.00	\$0.00
1500	Doors, Frames, & Hardware	\$127,887.00	\$0.00	\$0.00		\$0.00		\$127,887.00	\$0.00
1600	Access Doors & Frames	\$4,750.00	\$0.00	\$0.00		\$0.00		\$4,750.00	\$0.00
1700	Aluminum-Framed Openings	\$147,450.00	\$0.00	\$0.00		\$0.00		\$147,450.00	\$0.00
1800	Gyp. Board Assemblies & Ceilings	\$415,831.00	\$0.00	\$0.00		\$0.00		\$415,831.00	\$0.00
1900	Ceramic Tiling	\$31,395.00	\$0.00	\$0.00		\$0.00		\$31,395.00	\$0.00
2000	Flooring & Accessories	\$42,350.00	\$0.00	\$0.00		\$0.00		\$42,350.00	\$0.00
2100	Floor Preparation	\$5,500.00	\$0.00	\$0.00		\$0.00		\$5,500.00	\$0.00
2200	Epoxy Resinous Flooring	\$20,840.00	\$0.00	\$0.00		\$0.00		\$20,840.00	\$0.00
2300	Wall Coverings	\$25,000.00	\$0.00	\$0.00		\$0.00		\$25,000.00	\$0.00
2400	Painting	\$111,400.00	\$0.00	\$0.00		\$0.00		\$111,400.00	\$0.00
2500	Specialties	\$37,705.00	\$0.00	\$0.00		\$0.00		\$37,705.00	\$0.00
2600	Building Signage	\$19,625.00	\$0.00	\$0.00		\$0.00		\$19,625.00	\$0.00
2700	Metal Lockers	\$26,604.00	\$0.00	\$0.00		\$0.00		\$26,604.00	\$0.00
2800	Equipment	\$79,507.00	\$0.00	\$0.00		\$0.00		\$79,507.00	\$0.00
2900	Window Treatments	\$7,125.00	\$0.00	\$0.00		\$0.00		\$7,125.00	\$0.00
3000	Countertops	\$43,250.00	\$0.00	\$0.00		\$0.00		\$43,250.00	\$0.00
3100	Elevator	\$47,117.00	\$0.00	\$0.00		\$0.00		\$47,117.00	\$0.00
3101	Deposit - 50%	\$47,117.00	\$0.00	\$47,117.00		\$47,117.00	100%	\$0.00	\$2,355.85
3200	Fire Suppression System	\$67,833.00	\$0.00	\$0.00		\$0.00		\$67,833.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two (2)
APPLICATION DATE: 06/28/23
PERIOD FROM: 06/01/23
PERIOD TO: 06/30/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3300	Plumbing								
3301	Rough-In - Labor	\$48,019.00	\$0.00	\$48,019.00		\$48,019.00	100%	\$0.00	\$2,400.95
3302	Rough-In - Material	\$32,358.00	\$0.00	\$32,358.00		\$32,358.00	100%	\$0.00	\$1,617.90
3303	Condensate - Labor	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
3304	Condensate - Material	\$15,000.00	\$0.00	\$0.00		\$0.00		\$15,000.00	\$0.00
3305	Gas Piping - Material	\$5,000.00	\$0.00	\$0.00		\$0.00		\$5,000.00	\$0.00
3306	Gas Piping - Labor	\$6,703.00	\$0.00	\$0.00		\$0.00		\$6,703.00	\$0.00
3307	Insulation	\$27,500.00	\$0.00	\$0.00		\$0.00		\$27,500.00	\$0.00
3308	Top Out - Labor	\$36,433.00	\$0.00	\$0.00		\$0.00		\$36,433.00	\$0.00
3309	Top Out - Material	\$54,144.00	\$0.00	\$0.00		\$0.00		\$54,144.00	\$0.00
3310	Set Out - Labor	\$23,169.00	\$0.00	\$0.00		\$0.00		\$23,169.00	\$0.00
3311	Set Out - Material	\$53,944.00	\$0.00	\$0.00		\$0.00		\$53,944.00	\$0.00
3400	HVAC	\$416,102.00	\$0.00	\$0.00		\$0.00		\$416,102.00	\$0.00
3500	Electrical	\$693,700.00	\$0.00	\$0.00		\$0.00		\$693,700.00	\$0.00
3600	Fire Alarm System	\$46,719.00	\$0.00	\$0.00		\$0.00		\$46,719.00	\$0.00
3700	General Requirements	\$132,238.00	\$1,323.00	\$3,968.00		\$5,291.00	4%	\$126,947.00	\$264.55
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	SCHEDULED ALLOWANCES	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3800	No. 1 - Contractor's Contingency	\$50,000.00	\$0.00	\$0.00		\$0.00		\$50,000.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$42,373.00	\$6,314.00		\$48,687.00	15%	\$267,010.00	\$2,434.35
4000	*Construction Fee	\$155,178.00	\$1,552.00	\$4,656.00		\$6,208.00	4%	\$148,970.00	\$310.40
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$4,349,760.00	\$45,248.00	\$142,432.00	\$0.00	\$187,680.00	4%	\$4,162,080.00	\$9,384.00



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: City Manager/EPD

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to remit payment for professional services fees in the amount of \$10,127.00 from May 27, 2023, to June 30, 2023, as associated with the City of Elgin Police Station Project.

BACKGROUND:

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

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

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHMENTS: (1) Resolution (2) Invoice

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

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

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

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

RESOLUTION NO.

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

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

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

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

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute a dollar amount of \$10,127.00 from May 27, 2023, to June 30, 2023, for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY22-23 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 1st day of August 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

FGMARCHITECTS

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

July 13, 2023

Invoice No: 22-3415.01 - 14

Project 22-3415.01 Elgin TX New Police Station

Professional Services from May 27, 2023 to June 30, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Initial Conceptual Design	35,430.00	100.00	35,430.00	35,430.00	0.00
Programming/Schematic Design	40,522.00	100.00	40,522.00	40,522.00	0.00
Design Development	101,270.00	100.00	101,270.00	101,270.00	0.00
Construction Documents	202,540.00	100.00	202,540.00	202,540.00	0.00
Bidding	25,318.00	100.00	25,318.00	25,318.00	0.00
Construction Administration	101,270.00	30.00	30,381.00	20,254.00	10,127.00
Total Fee	506,350.00		435,461.00	425,334.00	10,127.00
Total Fee					10,127.00
TOTAL CURRENT INVOICE					<u><u>\$10,127.00</u></u>

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Basic Services	10,127.00	425,334.00	435,461.00		
Consultant	0.00	654.50	654.50		
Expense	0.00	1,761.73	1,761.73		
Totals	10,127.00	427,750.23	437,877.23	427,750.23	10,127.00

Please remit to:

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

630.574.8300



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with the Elgin Farmers market to lease Veterans Memorial Park at 109 Depot Street.

BACKGROUND:

Elgin Farmers Market has been operating in Veterans Memorial park on 2nd Thursdays for three years. This is a renewal of the annual operating lease. The proposed lease agreement provides weekly use on Thursdays from 3pm to 9pm for the Elgin Farmers Market in Veterans Memorial Park, 109 Depot Street. Lease rates reflect a non-profit organization discount and would be \$100 per week for Veterans Memorial Park 109 Depot Street. Lease addresses inclement weather and requires liability insurance, minimum operating standards for the market, and reporting requirements. The Parks & Recreation Advisory Board recommended approval of the agreement with the Elgin Farmers Market. The Main Street Advisory Board and the joint Chamber & Main Street Promotion Tourism Committee work with the market throughout the year to coordinate programming with Sip Shop and Stroll and other events such as the Hogeye Festival. The market benefits the downtown area and the community. The market provides entertainment, chef demos, a variety of vendors and accepts SNAP benefits.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve resolution.

ATTACHMENTS: (1) Resolution (2) Agreement

{ } 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 ELGIN PARK TERMS OF
USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND
PROVIDING FOR RELATED MATTERS.**

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

WHEREAS, the Elgin Farmers' Market has been operating successfully in Veterans Memorial park; and,

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of August 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

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

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

A. EVENT

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

B. CITY'S PARTICIPATION

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

1. The City will permit Licensee to use and occupy Veterans' Memorial Park and gazebo on Thursdays from 2pm to 9pm such times to include market set up break down and operation. Holidays – the Elgin Farmers Market may request an alternate date if a Holiday falls on Thursday. In case of inclement weather, The Farmers Market may request use of the pavilion at Elgin Memorial Park. Farmers' market will contact Parks Department on Monday to determine availability, confirm use on Wednesday morning for market on Thursday. Loading and unloading from parking lot, no driving on grass.
2. The City will allow usage and access to the restrooms at CARTS 200 Central Avenue and water faucets located in Veterans Memorial Park during the regular hours of the Event.
3. In the event of vendor numbers exceeding 21, The City will allow the usage of the wide sidewalk along Main Street to provide space for 3 or 4 additional vendors. Parking on that section of Main Street will be restricted during market hours. Market organizers will be responsible for placing barricades or cones prior to the market, and removing them after the market ends.
4. Parking for the Event will be the currently available public parking at the Chamber of Commerce and Depot Museum parking lots.
5. The City of Elgin may close streets for events or emergencies, or city business regardless of this agreement and will whenever possible provide three days notice to the Elgin Farmers' Market and waive the

lease fee for that event.

6. The City of Elgin at its discretion may use the sites for city sponsored events or private rentals and will notify the Elgin Farmers' Market seven days in advance and waive the lease fee for that event.
7. In case of inclement weather the market may be moved to the museum parking lot at the City's Discretion.
8. The City may modify, maintain or improve the park including temporary holiday displays at its discretion.

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

:

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

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

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

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

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

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

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

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

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

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

D. FEES

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

E. OTHER

1. All parties agree that no verbal modification or amendment of this Letter of Agreement shall be allowed and, if made, shall not be binding on any of the parties. The parties agree and acknowledge that circumstances may arise that require further discussion and possible modification to this preliminary agreement.
2. The City of Elgin reserves the right to permit other uses of the facility and grounds and will provide seven days advance notice to the Elgin Farmers' Market .
Licensee shall comply with all city ordinances, regulations and state laws including the noise ordinance.
3. In the case of any breach to this agreement by Licensee, all property, the facility and all facility rights revert immediately back to the City and Licensee shall have no further rights to enter onto or use the Site regarding this event. In that event, Licensee shall have no claim for damages or any causes of action against the City related to this Agreement.

F. TERM/TERMINATION

1. The term of this Agreement shall be for one year beginning on the date this Agreement is signed, unless otherwise terminated by either Party in writing.
2. Upon sixty (60) days written notice, the City may terminate this Agreement, with or without cause, and without the consent of the Licensee. Likewise, upon sixty (60) days written notice, the Licensee may terminate this Agreement, with or without cause, and without the consent of the City.

G. CONTACT

The contact for the Licensee shall
be:

Name: Emma Clark
Cell: 210-373-4598
Email: ebclark@gmail.com
Mailing Address: 104 East 7th Street
Elgin, TX 7621

The contact for the City shall be:

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

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

CITY OF ELGIN

_____ Date: _____ City Manager

ATTEST:

_____ Date: _____ City Secretary

AGREED:

ELGIN FARMERS' MARKET

A handwritten signature in black ink, appearing to be 'EC', with a long horizontal line extending to the right.

By: Emma Clark Date: 06/28/2023 President, Elgin Farmers' Market



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution by the City Council approving a Real Estate Contract between the City of Elgin Economic Development Corporation and Mosaic Housing Austin, LLC and authorizing the Mayor to approve the Contract

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the resolution for the Real Estate Contract

BACKGROUND: The Economic Development Corporation is selling approximately 16 acres to Cullen Texas Health to construct a 2000,000 sq. ft Manufacturing facility. The facility will employ approximately 100 full time employees. The price of the land is \$1,393,920.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

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

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

RESOLUTION NO.

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

WHEREAS, the City of Elgin, Texas (the “City”) desires to grant certain incentives to Mosaic Housing Austin, LLC (the “Developer”) for the primary purpose of constructing a 200,000 square feet of new manufacturing space and installing new equipment hire approximately 100 new full time employees and the Developer will locate on approximately Sixteen (16) Acres within the City of Elgin, Texas; and

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

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

WHEREAS, the land will be purchases for One Million three Hundred and Ninety Three Thousand Nine Hundred and Twenty Dollars (\$1,393,920) for Approximately 16 Acres;

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

1. That the above recitals are true and correct.
2. That the City hereby approves the Real Estate Contract between the City of Elgin Economic Development Corporation and Mosaic Housing Austin, LLC
3. That the Mayor is authorized to approve the Real Estate Contract between the City of Elgin Economic Development Corporation and Mosaic Housing Austin, LLC

Adopted on this 1st day of August, 2023.

CITY OF ELGIN, TEXAS

Theresa Y McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

REAL ESTATE CONTRACT

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

ARTICLE I PURCHASE AND SALE

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

LEGAL DESCRIPTION INSERTED HERE

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. As of the time of this contract the lot has not been subdivided to accommodate the purchase of the one 16-acre parcel. Seller shall complete the replating of the consistent with attached exhibit A and the legal description within 6 months of the execution of the contract at Seller's expense.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, shall be a total of one million three hundred and ninety-three thousand nine hundred and twenty dollars (\$1,393,920.00).

Payment of Purchase Price

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

Special Provisions

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct a building which will be a minimum of Two Hundred Thousand (200,000) Square Feet with the ability to expand on the Property. The Purchaser also agrees to use its best efforts to hire one

hundred (100) full-time employees at a rate consistent with market industry standards within the first eighteen months of taking occupancy of the building and manufacturing the products subject to market conditions.

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

Construction of the proposed building must begin within twelve (12) months of Closing providing a building permit has been issued by the appropriate municipal authorities at least 60 days prior to this deadline and the building must be completed within twenty four (24) months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building. Any future development on the site must be approved by the Elgin Economic Development Corporation (EEDC). The EEDC may approve or deny any future development/construction/type of use proposed for the site, per EDC Development Standards as adopted in 2019. Any future development in addition to the original proposed building must begin within (6) six months of approval from the EEDC and must be completed within (18) eighteen months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building.

2.04 In the event Purchaser fails to commence construction of the building within the period provided for in the previous section herein, then the Seller will have the first option to purchase the Property for the sales price paid by Purchaser under this contract. In the event Purchase commences construction but does not complete the building within the time period allowed under paragraph 2.03, the Seller shall have the first option to purchase the Property and all improvements for the amount of both the purchase price of the property and all developer incurred development costs. After said purchase the city may take ownership of the property until completion of the project. Purchaser specifically agrees to execute any and all documents needed to effectuate the re-conveyance. These provisions shall survive closing.

ARTICLE III INSPECTION PERIOD

3.01 Purchaser agrees to deposit \$25,000 earnest money, as a guarantee the terms and conditions of this agreement shall be fulfilled. Seller will give purchaser one hundred and eighty (180) day refundable feasibility period (the "Inspection Period"). At the commencement of the feasibility period Seller shall deliver the following documents for purchasers inspection:

- The most recent title policy or title commitment on the property in the possession or control of seller together with all related documents.
- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of seller.
- Legal description of the property.
- Zoning Compliance Certificate for the property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements for the property.

- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.

- A true, correct and complete copy of each written lease and each guaranty (together with any amendments), and a certification that there are no oral leases or oral understandings, if any.

- An accounting of all rent and other income, common area maintenance, security deposits and real estate tax contributions paid by any tenant at the property, including, without limitation, a certified rent roll, showing current rent, previous rent if applicable, delinquencies, security deposits, years of occupancy, lease commencement date and lease termination date. • All security deposits and any other amounts to which any tenant, vendor, or any other party may be entitled.

- A copy of the last three years' real estate tax bills, including special assessments or incentives, copies of all tax protests, related correspondence and protest results for the property and copies of the prior two years' utility bills for the property or adjacent properties in the Park.

- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the property.

- Will serve letters for all utilities. As built and to be built plans for infrastructure.

- An accounting of all income and expenses related to the property, including collection reports and tax statements for the last three years.

A list of all personal property, if any, owned by the seller, located at the property, and used or useful in connection with its operation and maintenance.

- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in seller's possession or control.

- A copy of existing insurance policies and certificates and any pending claims against the property.

- A schedule of pending litigation, if any, affecting the property or seller's ability to convey the property. • Any and all other matters as purchaser may deem reasonably necessary to satisfy itself, in its sole discretion, concerning the property and the status of the property's title. Note: The information provided herein is intended for general

During the feasibility Purchaser may enter upon the property to perform its inspection including but not limited to the environmental and geotechnical condition of the property or any adjoining properties that might affect the subject property. Purchaser must restore the property to its current condition if Purchaser terminates this contract.

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

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

ARTICLE IV PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

5.01. The EDC will be responsible for extending all roads and public utilities if required, to provide Purchaser access and public utilities to the property line of the Property in a location to be approved by Purchaser. This extension may be a temporary road that is capable of handling construction trucks and equipment. The EDC shall deliver adequate domestic water and sanitary sewer to the site. The road/temporary road and the utility extensions shall be delivered to the site within a mutually agreeable timeframe following the closing of the Property, which timeframe will include an adequate time for the EDC to design and construct new infrastructure including Innovation Way. The parties shall agree upon a required completion date for these extensions.

5.02. EDC shall, at its sole cost and expense, develop an Offsite Regional Storm Water Detention Facility and Water Quality Pond (the "Detention Facility") for the non-exclusive use by the Company. EDC and the Company shall enter into an "Offsite Regional Storm Water Detention Facility Use Agreement" (the "Detention Facility Agreement") for use of the Detention Facility, on mutually acceptable terms. The Detention Facility Agreement shall include an easement from the Land to the Detention Facility. The Easement on Purchasers property, Lot _____, shall be maintained by the property owner. Company shall be allowed to flow storm water to the Detention Facility via above ground drainage. In the event that the Detention Facility will not be constructed

within a time frame needed for the Project, EDC will work with the City Engineer to allow sheet drainage off of the Land in a manner approved by the Company

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE VI

CLOSING

Closing Date

6.01. The Closing shall be held at the office of Heritage Title located at _____, Texas on or before 30 Days from Expiration of the later of 180 day period or the issuance of a building permit with option for 15 day extension _____, _____, 2023 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

6.02. At the Closing Seller shall:

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

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

(2) Deliver to Purchaser a Texas Owner's Title Policy at Seller's sole expense with extended coverage over all standard exceptions, issued by Title Company, in Grantee's favor in the full

amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

6.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, fifteen thousand dollars (\$15,000) from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

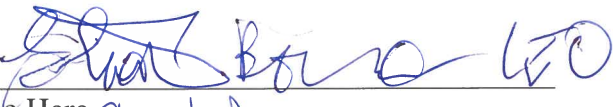
[signature pages follow]

SELLER:
ELGIN ECONOMIC DEVELOPMENT CORP.

By: _____
Owen Rock

Date: _____

PURCHASER: Mosaic Housing Austin LLC

By: 
Name Here Stuart Borne

Date: 7/10/23