AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 24, 2023
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION**

IV. **PLEDGE OF ALLEGIANCE**

V. **PUBLIC 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. **Staffing And Compensation Update (Requested By Councilmember Casnovsky)**

   Documents:

   EX SUMMARY - CASNOVSKY ITEM.PDF
   MEMJCCOMP1023.PDF

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS TO BE EFFECTIVE OCTOBER 24, 2023 AND PROVIDING FOR RELATED MATTERS.**

   Documents:

   EX SUMMARY INVESTMENT POLICY.PDF
   RESOLUTION ADOPTING A WRITTEN INVESTMENT POLICY 101323.PDF

3. **FY 22-23 4TH QUARTER INVESTMENT REPORT**

   Documents:

   EX SUMMARY INVESTMENT REPORT.PDF
   FY22-23 4TH QTR INVESTMENT REPORT.PDF

4. **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 - October 10, 2023**

   Documents:

   EX SUMMARY- OCTOBER 10, 2023 REGULAR MEETING MINUTES.PDF
   10-10-2023 CITY COUNCIL REGULAR MEETING MINUTES.PDF

2. **CONSIDERATION OF A REQUEST BY ST. PETERS LUTHERAN CHURCH TO WAIVE THE FEES ASSOCIATED WITH RESERVING VETERANS MEMORIAL PARK FOR A NATIVITY SCENE DISPLAY NOVEMBER 27, 2023 THROUGH DECEMBER 26, 2023.**

   Documents:

   EXSUMMARYSTPETERSLUTHERANFEEWAIVERREQUEST.PDF
   STPETERSREQUESTFEEWAIVER.PDF

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 11, WITH CSA CONSTRUCTION FOR THE WATER TREATMENT PLANT WINTERIZATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARY WTP CO 11INC.PDF
RESWTP CO11 X.PDF
CHANGE ORDER NO. 11 - WTP GENERATOR.PDF

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 12, FOR THE WASTEWATER TREATMENT PLANT PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARY WWTP CO 12INC.PDF
RESWWTP CO12 X.PDF
CHANGE ORDER NO. 12 - WWTP SITE.PDF

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OMEGA II FOR FENCING FOR VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARYVETERANSEXPANSIONOMEGAIIAWARD102023.PDF
RESOMEGAIIVETERANS.PDF
22.856_ELGIN VMP_OWNER PURCHASE ITEMS_2023.10.19.PDF
OMEGAII - 83101 TX-ELGIN VETERANS MEM - FENCE.PDF

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWELL FOR ICON SHADE STRUCTURE IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARYVETERANSEXPANSIONPLAYWELLAWARD102023.PDF
RESPLAYWELLVETERANSEXP.PDF
22.856_ELGIN VMP_OWNER PURCHASE ITEMS_2023.10.19.PDF
PLAYWELL - EST_22784_19260 - STAGE STRUCTURE.PDF

7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN TO CONSTRUCT SURFACING AND SHADE FOR NEW PLAYGROUND FOR VETERANS MEMORIAL PARK 200 BLOCK DEPOT STREET AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARYVETERANSEXPANSIONKOMPANAWARD102023.PDF
RESKOMPANSSVETERANSEXP.PDF
22.856_ELGIN VMP_OWNER PURCHASE ITEMS_2023.10.19.PDF
KOMPAN - SALES_PROPOSAL_SP128782 - PIP-SHADE.PDF

8. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWORKS FOR STAGE / OUTDOOR CLASSROOM STRUCTURE IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARYVETERANSEXPANSIONPLAYWORKSAWARD102023.PDF
RESPLAYWORKSVETERANSEXP.PDF
22.856_ELGIN VMP_OWNER PURCHASE ITEMS_2023.10.19.PDF
PLAYWORKS - EST_10763_51244 - STAGE STRUCTURE INSTALL.PDF

9. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE FY2022-2023 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARY -BENNETT PAVING INC.PDF
RES FY22-23 ANNUAL STREET IMPROVEMENTS PROGRAM.PDF
RECOMMENDATION OF AWARD - ELGIN 2023 STREETS.PDF

10. **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
BWC INVOICES.PDF

11. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MASTER LEASE AGREEMENT XEROX FINANCIAL SERVICES LLC; AND PROVIDING FOR RELATED MATTERS.**

Documents:

EX SUMMARY LEASE AGREEMENT.PDF
RESOLUTION XEROX FINANCIAL SERVICES LEASE.PDF
XEROX LEASE PAPERWORK FOR SIGNATURE 9.20.2023.PDF

VIII. NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Documents:

EXSUMMARY - TCAD BOARD.PDF
RES TRAVIS COUNTY BOARD OF DIRECTORS.PDF
TCAD ELECTION LETTER 9.20.2023.PDF
RE_ TCAD BOARD NOMINATIONS.PDF

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NATIONAL SIGN PLAZA AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

EXSUMMARYNATLSIGNPLAZA.PDF
RESNATLSIGNPLAZA.PDF
NATLSIGNPLAZAAGREEMENTSERVICES101923.PDF

3. **A RESOLUTION OF CITY OF ELGIN, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).**

   Documents:

   EX SUMMARY-CAPCOG MOD RFP.PDF
   CDBG MIT-MOD RFP.PDF

4. **A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).**

   Documents:

   EX SUMMARY-CAPCOG MOD RFQ.PDF
   CDBG MIT-MOD RFQ.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.

1. **Adjourn Into Executive Session Pursuant To Section §551.087 Deliberation Regarding Economic Development Negotiations: To Deliberate The Offer Of A Financial Or Other Incentive To A Business Prospect**

   Documents:

   EXSUMMARY - EXECUTIVE SESSION4.PDF

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 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, October 20, 2023, in accordance with Chapter 551 of the Texas Government Code.

Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Staffing and Compensation Update - *Councilmember Casnovsky*

DEPARTMENT: Human Resources

PROPOSED ACTION:

No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Casnovsky.

BACKGROUND:

“I'm following up on this thread that I started in May. Now that we are officially in FY24, I'd like to request a staffing update at our next council meeting. Here is what I would like to see for the update:

-Hiring status or hiring timeline of all open or proposed positions for FY24
-Timeline of when salary adjustments will be made (I don't have the FY24 budget in front of me, but I remember there being a certain amt of money that was set aside for the adjustments/increases)
-Does the City have a salary band/scale, and if not, when will this be complete?”

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of information as requested by Councilmember Casnovsky.

ATTACHMENTS:

Memorandum

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

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

Memorandum

Date: October 16, 2023

To: Joy Casnovsky, Councilmember

Subject: Inquiries Related to Staffing/Compensation

Following is provided in response to your request for an update on the status of various staffing and compensations issues discussed by Council in our recent deliberations regarding the FY23-24 Annual Budget:

(1) Hiring status or hiring timeline of all open or proposed positions for FY24

There is no particular timeline for open positions that are fully funded. Human Resources is actively recruiting for all such positions. Given the qualifications required of many such positions and the current job market, it is difficult to set expectations as to exactly when all such vacancies will be filled. Suffice it to say, we are aggressively pursuing this goal as best we can.

All new positions authorized in the FY23-24 Budget are not funded until January 2024, or later in the fiscal year. This allows us time to fully implement the market analysis data before attempting to recruit at a compensation level that is not competitive in this economy.

All vacant positions will be given priority once the analysis is completed and implemented. Our goal continues to be focused on retaining the qualified workforce that we have built.

(2) Timeline of when salary adjustments will be made (I don't have the FY24 budget in front of me, but I remember there being a certain amt of money that was set aside for the adjustments/increases)

Human Resources is currently focused on completing the compensation market analysis by January 2024. Through this process, we will be able to:

a) Establish appropriate job descriptions reflecting tasks currently being performed by assigned staff,
b) Develop a pay schedule with grades assigned based on position/qualifications,
c) Implement certification pay where necessary,
d) Maintain/Improve compensation levels that are sufficient to recruit and retain a professional staff, and
e) Ensure an organizational structure that supports the city's growth and the ability to deliver services to our citizens.

(3) Does the City have a salary band/scale, and if not, when will this be complete?

The City maintains authorized salary ranges for every position authorized by Council. They are adjusted as appropriate and in accordance with funding as approved by Council. They have been adjusted to reflect the COLA approved in the FY23-24 Budget – and will be adjusted again if deemed warranted by the upcoming compensation market analysis.

Please let me know if you have any additional questions.

Thomas L. Mattis
City Manager

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS TO BE EFFECTIVE OCTOBER 24, 2023 AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Finance

PROPOSED ACTION: Approval of a Resolution adopting and approving the Investment Policy and Investment Strategy for the City of Elgin.

BACKGROUND: Section 2256.005 of the Texas Local Government Code requires all Texas cities to adopt and maintain a written investment policy and investment strategy regarding the investment of City funds. The policy is to be reviewed and reconsidered by the governing body on an annual basis. Staff has reviewed the City's policy; and has prepared a revised and updated version of the City of Elgin Investment Policy and Investment Strategy for Council's consideration. Any amendments made thereto are purely administrative updates and/or corrections and do not represent a material change in the previously adopted policy.

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

Finance Approval:

Signature: Belen Pena **Date:** **10/13/23**

RECOMMENDATION: Adopt and approve a Resolution approving the Investment Policy and Investment Strategy for the City of Elgin; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) Investment Policy and Investment Strategy

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

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

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS TO BE EFFECTIVE OCTOBER 24, 2023 AND PROVIDING FOR RELATED MATTERS

WHEREAS, pursuant to Section 2256.005 of the Texas Local Government Code ("the Act") the Mayor and City Council desires to adopt a written investment policy and investment strategy regarding the investment of City funds; and

WHEREAS, city staff has prepared a revised and updated version of the *City of Elgin Investment Policy and Investment Strategy;* and,

WHEREAS, the Mayor and City Council have reviewed the updated version of the *City of Elgin Investment Policy and Investment Strategy* and have determined same to comply with the Act.

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. City of Elgin Investment Policy and Investment Strategy. The Mayor and City Council do hereby approve *Investment Policy and Investment Strategy* for the City of Elgin; a copy of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

EXHIBIT A

Elgin TEXAS
perfectly situated...

CITY OF ELGIN, TEXAS

INVESTMENT POLICY AND INVESTMENT STRATEGY

Revision Adopted: October 24, 2023

Table of Contents

POLICY

It is the policy of the City of Elgin (City) after allowing for anticipated cash flow requirements in its bank accounts to meet daily needs and after giving due consideration to the safety and risk of investments, providing protection for both principal and liquidity, to invest public funds in a manner which will provide the highest investment return while conforming to all state and local statutes governing the investment of public funds. This Investment Policy is authorized by the City Council in accordance with Texas Government Code, Chapter 2256-Public Funds Investment, also cited as the Public Funds Investment Act (Act), to satisfy the statutory requirements to define, adopt, and review a written investment policy regarding the investment of its funds and funds under its control. **The City Council shall review and adopt by resolution, its investment strategies and policy not less than annually.**

This is required even if there are no changes within the policy. Such an investment must be written, emphasize safety, address investment management, and include types of authorized investments, maximum allowable stated maturity, maximum dollar-weighted average maturity, method to monitor the market price, and requirements for settlement of transactions. The resolution shall state that the policy has been reviewed and include record of changes made to either the investment policy or strategy.

SCOPE

This policy applies to all funds or financial resources available for investment under the City's financial control and accounted for in the City of Elgin, Texas Annual Financial Report which includes all current funds and will include any new fund created by the City Council unless specifically exempt. These policies do not, however, govern funds that are managed under separate investment programs or trust agreements, such as retirement funds, pension funds, deferred compensation funds, and certain private donations that are maintained as required by Federal and State laws, other local policies, or donor stipulations. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing ordinances and all applicable State and Federal laws.

The City will consolidate cash balances from all applicable funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. Such earnings from investments will be used in a manner that best serves the public trust and interests of the City as deemed in the annual budget.

INVESTMENT OBJECTIVES

All investments shall be designed and managed in a manner responsive to the public trust and in compliance with all Federal, State, and other legal requirements, including but not limited to the Act. The City shall manage and invest its available resources with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield.

Safety

Safety of principal and the City's assets is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To increase investment safety, the City strives to decrease or minimize credit and interest rate risk. Minimization of credit risk or the risk of loss due to the failure of a security issuer or guarantor shall be done by the City by limiting investments to safe types, pre-qualifying financial institutions, and broker/dealers, and diversifying the portfolio in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Minimization of interest rate risk or the decrease in market value of securities in the City's portfolio due to changes in interest rates shall be done by the City through strong cash flow projections so that market value losses are reduced and through investments in short-term securities.

Liquidity

The City's investment portfolio will remain sufficiently liquidated to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. A portion of the portfolio will also be placed in short-term investment pools and/or money market mutual funds, which offer daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Public Trust

Investments shall be made with judgment and care, under circumstances, then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety, liquidity and public trust objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

STANDARDS OF CARE

A. Prudence

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states: "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

B. Limitations of Personal Liability

The investment officer and those delegated investment authority under this policy, when acting in accordance with written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and then appropriate action is taken to control adverse market effects.

C. Delegation of Authority

The City Manager, Finance Director, and/or designee, acting on behalf of the City Council, are the Investment Officers of the City and are responsible for investment decisions and activities. The Investment Officers may delegate day-to-day administrative duties to other persons authorized to perform investment activities for the City, or he/she may perform the duties him or herself. The City Manager is responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived.

Training Requirements

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008 (a) thorough courses and seminars offered in compliance with the Act to ensure the quality and capability of the Investment Officers in making decisions. The Investment Officers are required to attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Afterwards, the City shall provide eight hours of investment training not less than once in a two-year period that begins on the first day of the fiscal year and consists of two consecutive fiscal years after that date for the Investment Officer(s) and/or his/her delegate(s), through courses and seminars offered by an independent professional source such as:

- *Government Finance Officers Association of Texas,*
- *Government Treasurers Organization of Texas,*
- *Texas Municipal League*,
- Center *for Public Management at the University of North Texas*;

As approved by the City Council, in order to ensure the quality and capability of the City's investment personnel making investment decisions in compliance with the Act, the training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

The City shall also encourage those who may perform daily activities with the City investments to attend such training although they are not listed specifically as Investment Officers of the City.

<u>This is addressed in Standard of Care</u>
<u>Ethics and Conflict of Interest</u>

Investment Officers and other employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. According to the Act, a personal business relationship with a business exists if one of the following three (3) items applies:

1. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization.

2. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year.

3. The Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

Investment Officer(s) must file a disclosure statement with the Texas Ethics Commission and the City Council if an officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City or the Officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

"No officer or employee of the City shall:

1. Have a financial interest, direct or indirect, in any contract with the city nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The "financial interest" contemplated under this article requires that the officer or employee receive an actual financial benefit from the transaction with the City. An actual financial benefit from the transaction shall not include:

    A. An ownership in the entity transacting with the city where the ownership interest is less than one (1) percent of the entity.

    B. Compensation or benefits as an employee, officer, or director of the entity transacting business within the city where such compensation is not affected by the entity's transaction with the City.

2. Participate in a vote or decision on any matter in which the officer or employee has a direct or indirect financial interest or in which a relative of the officer or employee has a direct or indirect financial interest. It is expressly provided herein that an investment or ownership in a publicly held company in an amount less than three thousand, five hundred dollars ($3.500.00) does not constitute a prohibited financial interest under this article."

AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

A qualified depository shall be selected through the City's banking services procurement process, which shall include solicitation of proposals as required under Chapter 105 of the Local Government Code. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs. The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the least possible cost, while adhering to guidelines and provisions within the request for proposal. In selecting a depository, the City shall consider the financial institution's credit characteristics, financial history, service capabilities, location within City limits or within ten (10) mile radius of the City limits, and costs for required services. The City's depository contract shall be for three years with an option to extend for an additional two years upon agreement of the depository and the City. Specialized services may be contracted by the City with another financial institution or company if the depository cannot provide such service or charges more than the same service with little or no appreciable benefit.

AUTHORIZED AND SUITABLE INVESTMENTS

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. City funds governed by this Policy may be invested in the following types of securities:

1.) Obligations of the United States or its agencies and instrumentalities with stated maturity not to exceed two years.

2.) Direct obligations of the State of Texas or its agencies with a stated maturity not to exceed two years.

3.) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities with stated maturity not to exceed two years.

4.) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent along with a stated maturity not to exceed two years.

5.) Certificates of deposit issued by a depository institution that has its main office or a branch office in this state that are:

(a) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor with a stated maturity not to exceed five years; or
(b) secured by obligations that are described by (1) - (4) above, which are intended to include all direct federal agency or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates and a stated maturity not to exceed two years, but excluding those mortgage-backed securities described in Section 2256.009(b) of the Government Code; or
(c) Secured in any other manner and amount provided by law for deposits of Participants with a stated maturity not to exceed five years.

6.) Certificates of Deposit or Share Certificates.

(a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a) of the Government Code, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b) of the Government Code; or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment.

(1) the funds are invested by an investing entity through:

A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025 of the Texas Government Code; or

B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

7.) Eligible Investment Pools as defined in Section 2256.016 of the Texas Government Code provided that:

(a) investment in the pool has been authorized by the City Council;

(b) the pool shall have furnished the Investment Officer(s) an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;

(c) the pool shall furnish to the Investment Officer(s) investment transaction confirmations with respect to all investments made with it;

(d) the pool shall furnish to the Investment Officer(s) monthly reports that contain the information required by Section 2256.016(c) of the Texas Government Code;

(e) any pool that is created to function as a money market mutual fund must continuously maintain a stable net asset value of one dollar ($1.00),

(f) the pool's investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy; and

(g) the pool provides evidence of credit rating no lower than "AAA" or "AAA-m" by at least one nationally recognized credit rating service,

(h) An investment pool must make available an annual audited financial statement.

(i) If the investment pool operates an Internet website, the information required by section 2256.016(b), (c) (2), and (f) must be posted on the website.

(j) An investment pool in advertising investment rates must include either all levels of return based on breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested if an investment pool offers fee breakpoints based on fund balances invested.

8.) Fully collateralized direct repurchase agreements having a defined termination date that is no later than 270 days from the delivery date, secured by direct obligations of the U.S. or its agencies and instrumentalities, pledged with a third party selected or approved by the political entity, and placed through a primary government securities dealer, and as otherwise defined by the Public Funds Investment Act. Each issuer of repurchase agreements must sign a copy of a Master Repurchase Agreement.

The City shall take all prudent measures that are consistent with this investment policy to liquidate any investment that does not have or is downgraded to less than the minimum rating stated herein. The investment officer(s) will monitor the rating of all investments held by the City, monthly. However, as stated in Section 2256.017, the City is not required to liquidate investments that were authorized investments at the time of purchase.

UNAUTHORIZED INVESTMENTS

The following investments are specifically prohibited by State Law:

1.) Obligations whose payment represents the coupon payment on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2.) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3.) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

4.) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

COLLATERALIZATION

Consistent with requirements of the Public Funds Collateral Act, the City requires that all bank deposits shall be federally insured or collateralized with eligible securities. This pledged collateral will have a market value equal to or no less than 100% of the deposits plus accrued interest less an amount insured by the FDIC. Evidence of the pledged collateral must be provided to and reviewed by the Director of Finance and will be retained by the City of Elgin. Evidence of collateral is reviewed annually by the City's independent auditor in conjunction with the annual audit.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

1.) The Agreement must be in writing;

2.) The Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the assets;

3.) The Agreement must be approved by the Depository's Board of Directors or loan committee, and a copy of the meeting minutes must be delivered to the City; and,

4.) The Agreement must be part of the Depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State Law. Each counter party to a repurchase transaction is required to sign a copy of **The Bond Market Association** Master Repurchase Agreement. An executed copy of the Agreement must be on file before the City will enter into any transactions with a counter party.

1.) Allowable Collateral

a.) Demand Deposits

Eligible securities for Collateralization of deposits are limited to U.S. Treasuries or agencies, FDIC coverage, direct or unconditionally guaranteed obligations of the State of Texas; states, agencies, counties, cities, or political subdivisions of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent), with a remaining maturity of 10 years or less.

b.) Certificates of Deposit

Eligible securities for Collateralization of deposits are limited to U.S. Treasuries or agencies, FDIC coverage, direct or unconditionally guaranteed obligations of the State of Texas; states, agencies, counties, cities, or political subdivisions of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent), with a remaining maturity of 10 years or less.

c.) Repurchase Agreements

Collateral underlying repurchase agreements is limited to U.S. government and agency obligations, which are eligible for wire transfer (i.e. book entry) to the City's designated safekeeping agent through the Federal Reserve System.

2.) Collateral Levels

Collateral is valued at current market price plus interest accrued through the date of valuation.

a.) Demand Deposits

The market value of collateral pledged for demand deposits will be in an amount equal to the largest total balance of the City's account, less the amount of coverage provided by FDIC. The securities comprising the pledge shall be valued at par or market, whichever is lower.

b.) Certificates of Deposits

The market value of collateral pledged for certificates of deposit must always be equal to or greater than the par value plus accrued interest, less the amount insured by the FDIC.

c.) Repurchase Agreements

The market value of collateral required to be pledged for repurchase agreements shall be at a percentage of the par value of the agreement plus accrued interest and shall be maintained at the following levels:

Maturity	U.S. Treasury Securities	U.S. Agency
1 year or less	101%	101%
1 year to 5 years	102%	102%
Over 5 years	103%	104%

Any collateral with a maturity of over 5 years must be approved by the Investment Officer(s) in writing before the transaction is initiated.

3.) Monitoring Collateral Adequacy

a.) Demand Deposits

The City requires monthly reports with market values of pledged securities from all financial institutions with which the City has bank deposits. The

Investment Officer(s) will monitor adequacy of collateralization monthly.

b.) Certificates of Deposit

The City requires monthly reports with market values of pledged securities from all financial institutions with which the City has certificates of deposit. The Investment Officer(s) will monitor adequacy of collateralization monthly.

c.) Repurchase Agreements

Weekly monitoring by the Investment Officer(s) of all collateral underlying repurchase agreement is required. More frequent monitoring may be necessary during periods of market volatility.

4.) Margin Calls

a.) Certificates of Deposit

If the collateral pledged for a certificate of deposit falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Institution will be notified by the Investment Officer and will be required to pledge additional securities no later than the end of the next succeeding business day.

b.) Repurchase Agreements

If the value of the collateral underlying a repurchase agreement falls below the margin maintenance levels specified above, the City will make a margin call unless the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial.

5.) Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer, or financial institution requesting substitution must contact the Investment Officer for approval and settlement. The substituted security's value will be calculated, and a substitution approved if its value is equal to or greater than the required security level. The Investment Officer(s), or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officer(s) may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

6.) Collateral Reductions

Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Investment Officer(s) to reduce collateral. Collateral reductions may be permitted only if the City's records indicate that the collateral's market value exceeds the required amount.

SAFEKEEPING AND CUSTODY

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or as part of its depository and repurchase agreements. All collateral securing bank deposits must be held by third-party banking institution acceptable to and under contract with the City, or by the Federal Reserve Bank. The securities purchased under a repurchase agreement must be delivered to a third-party custodian with whom the City has established a safekeeping agreement.

All security transactions, including collateral for repurchase agreements considered by the City shall be conducted on a delivery-verses-payment (DVP) basis. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased. The security shall be held in the name of the City or held on behalf of the City. The Safekeeping Agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

INVESTMENT PARAMETERS

Maximum and Weighted Average Maturity

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirement of the funds. The City of Elgin intends to match the holding periods of investment funds with liquidity needs of the City. The maximum final stated maturity of any investment shall not exceed five years. All long-term maturities will be intended to cover long-term liabilities. In addition, no less than ten percent (10%) of the funds in the portfolio will be liquid. The entire portfolio will have a weighted average maturity of one (1) year or less. This weighted average will be calculated using the stated final maturity dates of each security.

By Fund Groups

Maturity guidelines by fund are as follows:

a.) Operating Funds - The weighted average days to maturity for the operating fund portfolio shall be 365 days or less and the maximum allowable maturity shall be two years.

b.) Debt Service Funds - Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. Any unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

c.) Debt Service Reserve Funds - Market conditions, Bond Resolutions constraints and Arbitrage compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue. All Debt Service Reserve Fund investment maturities shall not exceed five years.

d.) Special Project, Special Purpose, and Capital Improvement Funds - The investment maturity of bond proceeds shall generally be limited to the anticipated cash flow requirements. City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules requiring refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be segregated and made available for any necessary payments to the U.S. Treasury.

INVESTMENT STRATEGY

The City of Elgin maintains one portfolio in which all funds under the City’s control are pooled for investment purposes. To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

1. General, Enterprise, or Operating-type Funds

Suitability – Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund’s portfolio to less than 365 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of ELGIN. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield – Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury bill portfolio will be the minimum yield objective.

2. Debt Service Funds

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds maturities to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments.

Diversification – Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, ELGIN is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded to bolster yield.

Yield – Attaining a competitive market yield for comparable security- types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury bill portfolio shall be the minimum yield objective.

3. Debt Service Reserve Funds

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment's market risk if ELGIN's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual market-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and influence maturity extension.

Marketability – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to ELGIN's debt holders. The funds are "returned" to ELGIN at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, ELGIN is best served by locking in investment maturities and reducing liquidity. If the borrowing costs cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing in shorter and anticipated future increased yields.

Diversification – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

4. Special Project, Special Purpose or Capital Improvement Funds

Suitability – Any investment eligible in the Investment Policy is suitable for Capital Improvement Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Improvement Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – Most capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments.

Diversification – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, ELGIN is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded to bolster yield.

Yield – Achieving a positive spread to the cost of borrowing is the objective within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury bill portfolio will be the minimum yield objective for non-borrowed funds.

Investment transactions must be settled on delivery-versus-payment (DVP) basis, excepting investment pools and mutual funds.

REPORTING

Not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following:

1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value.

2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested.

3.) The maturity date of each investment.

4.) Statement of compliance of the portfolios as it relates to the investment strategy.

Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. Reports will comply with the applicable Section of the PFIA at a minimum.

Quarterly reports will be formally reviewed at least annually by an independent auditor and reported to the City Council once the City invests in items other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of CD's or money market accounts.

MONITORING OF THE MARKET VALUE OF INVESTMENTS AND COLLATERAL

The Investment Officer shall determine the market value of each investment and of all Collateral pledged to secure deposits of City funds at least quarterly and at a time as close as practicable to the closing of the reporting period for the investments. Such values shall be included in the investment report. The following methods shall be used:

1) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.

2) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.

3) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:

   a. the lower of two bids obtained from securities broker/dealers for such security;
   b. the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
   c. The bid price published by any nationally recognized security pricing service; or the market value quoted by the seller of the security or the owner of such Collateral.

4) Other investment securities with a remaining maturity of greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in this section**.**

INTERNAL CONTROLS

Investment Officer(s) shall establish a system of internal controls, which shall be designed to prevent losses of public funds arising from fraud, employee error, unanticipated changes in financial markets, or imprudent actions by employees. Pertinent controls include custodian safekeeping receipts records management, documentation of investment bidding activities, written confirmations of oral transactions, reconciliation records, training requirement documentation, and compliance with investment policies. Where practical, the City should emphasize control of collusion, separation of duties, clear delegation of duties, accurate and timely reports, and staying informed about market conditions, changes, and trends. In conjunction with the City's annual financial audit, the independent external auditor will assure compliance with the management controls on investments and adherence to investment policies.

PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of ensuring the safety of the City's assets and minimizing interest rate risk. In addition, it will remain sufficiently liquid to meet cash flow needs, while protecting the interests of the public, all while obtaining a rate of return throughout budgetary and economic cycles.

The City's overall investment strategy is conservative. Given this strategy, the basis used by the Treasury to determine whether market yields are being achieved shall be the six-month U.S. Treasury bill.

INVESTMENT POLICY ADOPTION

The City's investment policy, which includes strategies for each fund, shall be adopted by resolution of the City Council. The policy shall be reviewed annually, and any modifications thereto must be approved by the City Council. This adoption by resolution is required even if there are no changes within the policy.

AUTHORIZED FINANCIAL INSTITUTIONS AND GOVERNMENT POOLS

Financial Institutions Authorized To Do Business with the City of Elgin

First National Bank
Frontier Bank of Texas

Government Pools Authorized To do Business with the City Elgin

Logic. LOGIC is a AAA rated investment program tailored to the investment needs of Texas local governments.

TexPool Local Government Investment Pool. Texpool is the largest and oldest local government investment pool in the State of Texas.

APPENDIX "A"

I hereby certify that I have personally read and understand the investment policy and master repurchase agreement (if applicable), conditions of the City of Elgin, Texas. I further acknowledge that reasonable procedures and controls designed to fulfill those objectives and conditions have been implemented. Therefore, this firm will preclude investment transactions between itself and the City of Elgin that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup the City's entire portfolio or requires an interpretation of subjective investment standards, thus protecting the City's credit or market risk.

All sales personnel of this firm dealing with the City of Elgin's account(s) have been informed and will be routinely informed of the City's investment horizons, limitations, strategy, and risk constraints, whenever we are so informed by the City.

This firm pledges due diligence in informing the City of foreseeable risks associated with financial transactions connected to this firm.

I further acknowledge that no investment transaction shall occur between this firm and the City, until the City of Elgin receives this consent form, completed by the firm's qualified representative.

____

FIRM

____

SIGNATURE OF QUALIFIED FIRM REPRESENTATIVE

____

PRIMARY REPRESENTATIVE: NAME/TITLE
(Please print)

____

DATE

GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specified maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refer to securities pledged by a bank to secure deposits of public moneys.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official Annual report for the City of Elgin. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY-VERSES- PAYMENT (DVP): There are two methods of delivery of securities: delivery-verses-payment and delivery-verses-receipt. Delivery-verses- payment is delivery of securities with an exchange of money for the securities. Delivery-versus-receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks with member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable rate mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Bank Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, DC regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "pass-through" is often used to describe "Ginnie Mae".

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and a reasonable trade size can be done at the quoted prices.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MONEY MARKET: The date upon which the principal or stated value of an investment becomes due and payable.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody sate—the so—called legal list. In other states the trustee may invest in security if it is one that would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized-yield-to-maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RFPs extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A non-interest-bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms, as well as nonmember broker-dealers in securities, maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income returns on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield to Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: FY 22-23 4th QUARTER INVESTMENT REPORT

DEPARTMENT: Finance

PROPOSED ACTION: REVIEW AND ACCEPT REPORT

BACKGROUND: Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following: 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value. 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested. 3.) The maturity date of each investment. Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

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

Finance Approval:

Signature: Belen Pena **Date:** **10/13/23**

RECOMMENDATION: REVIEW AND ACCEPT REPORT

ATTACHMENTS: INVESTMENT REPORT

{} 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.

4th Quarter Investment Report- Fiscal Year 2022-2023

OPERATING ACCOUNTS

Financial Institution	Fund	Account Name	Beginning 7/1/2023	Deposits/(Withdrawals) July	Aug	Sep	Total Deposits / (Withdrawals)	Interest July	Aug	Sep	Total Interest	Ending 9/30/2023	Int. Rate
First National Bank													
	999	Main Checking	1,816,250.70	704,907.52	(1,373,594.34)	201,976.61	(466,710.21)	10,655.00	8,181.22	5,967.37	24,803.59	1,374,344.08	5.31%
	110	Police Seizure Chapter 59	5,591.37	-	-	-	-	24.60	25.04	24.58	74.22	5,665.59	
	430	Money Market TIRZ 1	818,174.01	-	-	224,297.17	224,297.17	3,599.51	3,664.21	4,184.45	11,448.17	1,053,919.35	
	110	Money Market General Operations	190.57	-	-	1.00	1.00	0.84	0.85	0.81	2.50	194.07	
		Sub-total	2,640,206.65				(242,412.04)				36,328.48	2,434,123.09	
		TOTAL - DEPOSITS	**2,640,206.65**				**(242,412.04)**				**36,328.48**	**2,434,123.09**	

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Fund	Account Name	Beginning 7/1/2023	July	Aug	Sep	Total of Deposits / (Withdrawals)	July	Aug	Sep	Interest	Ending 9/30/2023	WAM*
Logic	150	CO Series 2015- Proceeds	1.67	-	-	-	-	-	-	-	-	1.67	
	250	CO Series 2016 - Proceeds	2,862,910.57	-	-	-	-	12,879.92	13,365.42	13,100.53	39,345.87	2,902,256.44	
	210	CO Series 2019A - Proceeds	311,806.52	-	-	-	-	1,402.79	1,455.67	1,426.82	4,285.28	316,091.80	
	430	CO Series 2019B(TIRZ) Proceeds	153.77	-	-	-	-	0.66	0.66	0.65	1.97	155.74	
	110	General Fund Reserves	10,942,720.51	-	-	-	-	49,230.05	51,085.80	50,073.33	150,389.18	11,093,109.69	
	110	Unencumbered Reserves	260,740.26	-	-	-	-	1,173.06	1,217.26	1,193.14	3,583.46	264,323.72	
	210	CO Series 2021 - Proceeds	6,391,865.86	-	-	-	-	28,756.30	29,840.25	29,248.86	87,845.41	6,479,711.27	
	110	CLFRF Proceeds	1,332,249.54	-	-	-	-	5,993.64	6,219.61	6,096.31	18,309.56	1,350,559.10	
	150	CO Series 2021A	11,512,199.69	(4,321,903.06)	-	(1,858,435.23)	(6,180,338.29)	36,088.95	33,585.09	27,866.28	97,540.32	5,429,401.72	
		Sub-total	33,614,648.39				**(6,180,338.29)**				401,301.05	27,835,611.15	5.52%
		TOTAL - INVESTMENTS	**33,614,648.39**				**(6,180,338.29)**				**401,301.05**	**27,835,611.15**	
		TOTAL - DEPOSITS AND INVESTMENTS	**36,254,855.04**				**(6,422,750.33)**				**437,629.53**	**30,269,734.24**	

* Weighted Average to Maturity (WAM)

Belen Peña

Finance Director

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

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

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

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

RECOMMENDATION:
N/A

ATTACHMENTS:
None.

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes – October 10, 2023

DEPARTMENT: Administration

PROPOSED ACTION: City Council Regular Meeting Minutes – October 10, 2023

BACKGROUND: N/A

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

Finance Approval:

Signature: ______________________ Date:__________________________

RECOMMENDATION: City Council Regular Meeting Minutes – October 10, 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.
{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.

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
October 10, 2023

CALL TO ORDER

Mayor McShan called the meeting to order at 6:31 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
Forest Dennis, Council Member
Al Rodriguez, Council Member
Matthew Callahan, Council Member

Mayor McShan called roll call and stated that all were present.

Staff:
Jennifer Stubbs, City Secretary
Chris Noble, Police Chief
Chris Wolf, Sergeant
Belen Pena, Finance Director
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist

INVOCATION

Ms. Casnovsky provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Christopher Simcik, 14105 Boomtown Way, requested a petition for speed bumps in his neighborhood, Homestead Estates, by Elgin High School on Speculator Lane. He provided additional concerns in the area. He asked for speed awareness monitors.

PRESENTATION

1. A PROCLAMATION RECOGNIZING OCTOBER 26-28 AS HOGEYE FESTIVAL WEEKEND

Mayor McShan read the proclamation.

CITY MANAGER'S REPORT

1. Presentation Of The Annual Audit Report For The Period Ending September 30, 2022, By BrooksWatson & Co.

Mike Brooks, BrooksWatson & Co. provided a presentation of the annual audit report. Ms. Pena stated that the auditor provided a list of findings and was included in the City Council's packets. Mr. Dennis stated that the bond ratings went up because of this report. Mr. Brooks thanked Ms. Pena for her hard work.

2. General Activity Report And/Or Project Update

There were no comments.

CONSENT AGENDA

1. 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.

The resolution was approved on the consent agenda.

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

The resolution was approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 5, FOR THE COUNTY LINE ROAD WIDENING PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

4. City Council Regular Meeting Minutes - September 19, 2023

The minutes were approved on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Mayor McShan provided comments. Mr. Rodriguez made a motion to nominate David Glass. Mr. Swain seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Ms. Casnovsky pointed out that the nominations for this board were due on October 31st. Mayor Pro Tem Brashar made a motion to table the resolution. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

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

There was no executive session.

ANNOUNCEMENTS

Mayor McShan announced that the Hogeye Festival was around the corner. Mayor Pro Tem Brashar stated that we are looking for judges at the festival. Mayor McShan stated that there would be a diamond necklace raffle on Thursday night. Mayor Pro Tem Brashar stated that a Piggy Sip, Shop, and Stroll was this Thursday. Ms. Love encouraged the public to stop by the Juneteenth booth on Thursday.

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 ST. PETERS LUTHERAN CHURCH TO WAIVE THE FEES ASSOCIATED WITH RESERVING VETERANS MEMORIAL PARK FOR A NATIVITY SCENE DISPLAY NOVEMBER 27, 2023 THROUGH DECEMBER 26, 2023.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider request to waive fees.

BACKGROUND: St Peters Lutheran Church requests to reserve Veterans Memorial Park, the area at Avenue C and Depot Street for a nativity scene display November 27 through December 26 and waiver of all fees. Reservation fees total $9,300.00 Church responsible for installation and upkeep of display area. Church to provide a live nativity scene performance on Saturday, December 2 after the City of Elgin & North Bastrop County Fire Rescue Lighted Holiday Parade. Existing reservations for Veterans Memorial Park include the weekly Elgin Farmers Market on Thursdays 3 to 9pm, which is managed under an annual contract with EFM paying fees, and City of Elgin reservations for Holiday by the Tracks Saturday December 2 and Holiday Concert with EISD Elementary school choirs.

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

RECOMMENDATION: Take action on fee waiver request.

ATTACHMENTS:
Request letter.

{} 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.

St. Peter's Lutheran Church
Elgin, Texas
401 East 8th Street Elgin, Texas 78621

October 3, 2023

Mayor McShan and Council
PO Box 591
Elgin, Texas 78621

Dear Mayor and Council,

The people at Saint Peter's Lutheran Church are excited about the upcoming Advent and Christmas Season. We have all weathered Covid and look forward to living into our regular lives.

Since 1986, we have set up a Nativity scene in Veterans Park, usually on some date immediately following Thanksgiving. In the past, we have left that scene standing until just after Christmas day. We would like to do it again. St Peter's will ensure that the Nativity scene's sightly upkeep.

Furthermore, St Peter's would like to present a live Nativity scene immediately following the Volunteer Fire Department Parade on December 2.

Dates Requested:
27 November 2022 - Nativity Setup
2 December 2022 - Live Nativity Presentation
26 December 2022 - Nativity Removal

Since 1986, St Peter's has presented the Nativity scene at no cost to the public and hope that any associated city fees could be waved. We consider it a service to our community as many people visit to take family Christmas photos there and it promotes Elgin's famous "comfy smalltown milieu."

We look forward to working with the city council on this matter and our leadership will be available for any questions, should they arise.

Blessings to you all,

Pastor Sam Brannon

Evangelical Lutheran Church in America
God's work. Our hands.
Samuel Brannon, Pastor----Stephen Kylberg, President

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 11, WITH CSA CONSTRUCTION FOR THE WATER TREATMENT PLANT WINTERIZATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager/Public Works

PROPOSED ACTION: Approval of a Resolution authorizing a Change Order with *CSA Construction Inc* of Houston, Texas in the amount of $1,169,251.10. for Change Order Number 11 attached to this packet.

BACKGROUND:

In 2021 the City Council set forth directions to staff to create backup systems for emergency power throughout the water distribution system. Part of this plan calls for relocation of the existing generator from the wastewater plant to be moved to well 14 and for a new concrete pad, grading and wiring for a new generator at the water treatment plant. CSA was contacted to move both items and Council now has the agreement for consideration.

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 a Change Order with *CSA Construction Inc* of Houston, Texas in the amount of $1,169,251.10. for Change Order Number 11 attached to this packet.
and directions to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) Award Recommendation from TRC Engineers

{ } 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 CHANGE ORDER NUMBER 11, WITH CSA CONSTRUCTION FOR THE WATER TREATMENT PLANT WINTERIZATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The Elgin Municipal Water system serves nearly 4,000 customers;

WHEREAS, In 2021 the Elgin City Council authorized staff to engage in several project to winterize and provide necessary improvements to the water system for emergencies,

WHEREAS, to achieve these goals the staff has a plan to relocate existing generators and has a need for new improvements for a new generator at the water treatment plant.

WHEREAS, this change order would allow staff to continue this work of achieving back up emergency power at multiple locations in the distribution system.

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 Change Order with *CSA Construction* of Houston, Texas, in the amount of $1,169,251.10. for Change Order number 11.

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

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

PASSED AND ADOPTED this 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

TRC
505 East Huntland Drive
Suite 250
Austin, Texas 78752
T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

October 18, 2023

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

Re: Elgin WWTP Expansion
Change Order No. 11

Dear Mr. Gonzalez:

Attached please find Change Order No. 11 for the above referenced project. This change order is for the installation of the new Water Treatment Plant generator, including the concrete pad and local grading, and for the interconnection of the generator to the Well 15 site, the ground storage and booster station site, and the Water Treatment Plant as an automatic backup power source for each of these sites.

The change order has been approved by this office and will increase the current contract amount by $1,169,251.10. The new contract amount will be $17,051,005.34. Please execute and forward a digital copy to TRC at kperry@trccompanies.com.

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

Sincerely,

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

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACT CHANGE ORDER NO. 11
WASTEWATER TREATMENT PLANT EXPANSION

OWNER:	**City of Elgin**
CONTRACTOR:	**CSA Construction, Inc.**
ORIGINAL CONTRACT AMOUNT:	**$15,422,000.00**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$459,754.24**
CURRENT CONTRACT AMOUNT:	**$15,881,754.24**
ORIGINAL CONTRACT TIME (DAYS):	**730**
ORIGINAL SUBSTANTIAL COMPLETION DATE:	**5/3/2023**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**242**
CURRENT CONTRACT TIME (DAYS):	**972**
CURRENT SUBSTANTIAL COMPLETION DATE:	**12/31/2023**
CURRENT FINAL COMPLETION DATE:	**2/29/2024**

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO.11.1	Mobilization/demobilization to and from the Elgin WTP site at 207 Pump Station road.	1	LS	$161,014.65	$161,014.65
CO.11.2	Installation of one reinforced concrete equipment pad and one access platform at proposed generator location as shown in the drawings and in compliance with the Elgin WWTP Expansion specifications.	1	LS	$167,343.35	$167,343.35
CO.11.3	Installation of the grading profile as shown in the drawing.	1	LS	$59,964.35	$59,964.35
CO.11.4	Installation of one 1600kW generator and fuel tank including all assembly, anchors, fasteners, connections, and all other necessary appurtenances, as shown on the drawings. Generator shall be operable by 12/31/2023, with other equipment installed as received until complete.	1	LS	$79,190.84	$79,190.84
CO.11.5	Well #15, Booster Station, Generator, and ETP site electrical interconnections: For furnishing all materials, equipment, labor, superintendence, and incidental work to install new conduit, cable, pull boxes, and all other necessary appurtenances, as shown on the drawings, as detailed in the project specifications.	1	LS	$536,988.17	$536,988.17
CO.11.6	Well #15 Location: For furnishing all materials, equipment, labor, superintendence, and incidental work to install new conduit, cable, Demo of existing equipment, and all other necessary appurtenances, as shown on the drawings, as detailed in the specifications.	1	LS	$49,656.28	$49,656.28
CO.11.7	Generator Pad location: For furnishing and installing all materials, equipment, labor, superintendence, and incidental work to and install new conduit, cables, circuit breakers, lighting panel, transformer, terminal junction boxes, lighting, receptacles, equipment rack, grounding, and for all other necessary appurtenances, as shown on the drawings and other contract documents, as detailed in the specifications.	1	LS	$20,642.27	$20,642.27

TRC

CONTRACT CHANGE ORDER NO. 11
WASTEWATER TREATMENT PLANT EXPANSION

CO.11.8	WTP ATS rack location: For furnishing and installing all materials, equipment, labor, superintendence, and incidental work to and install new circuit breakers, Automatic transfer Switch (ATS), terminal junction boxes, grounding, equipment rack, and for all other necessary appurtenances, as shown on the drawings and other contract documents, as detailed in the specifications.	1	LS	$94,451.19	$94,451.19
CO.11.9	1600KW Generator: For furnishing all materials, equipment, labor, superintendence, and incidental work to furnish maintenance plan for the generator per manufacturers recommendations.	1	LS	$14,911.19	$14,911.19
TOTAL COST OF THIS CHANGE ORDER:					**$1,169,251.10**

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER): **$1,169,251.10**
REVISED CONTRACT AMOUNT: **$17,051,005.34**
NET CHANGE IN CONTRACT TIME (DAYS): **0**
REVISED CONTRACT TIME (DAYS): **972**
REVISED SUBSTANTIAL COMPLETION DATE: **12/31/2023**
REVISED FINAL COMPLETION DATE: **2/29/2024**

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO. GENERATOR WILL BE OPERATIONAL BY 12-31-23 AND ABLE TO HARD WIRE TO EXISTING LOCATIONS. COMPLETION OF CHANGE ORDER SUBJECT TO EQUIPMENT DELIVERY.

Thomas Mattis, City Manager
City of Elgin
Date

Michael Gonzalez, Director of Public Works
City of Elgin
Date

October 18, 2023
K. Beau Perry, P.E., Regional Vice President-DMS
TRC Engineers, Inc.
Date

Doug Laird, Project Manager
CSA Construction, Inc.
Date

TRC

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 12, WITH CSA CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager/Public Works

PROPOSED ACTION: Approval of a Resolution authorizing a Change Order with *CSA Construction Inc* of Houston, Texas in the amount of $417,963.58. for Change Order Number 12 attached to this packet.

BACKGROUND:

While the City's Municipal wastewater plant is currently underway with the expansion project the Wastewater staff has also identified repairs to the existing facilities that are needed. Executing these repairs while the contractor is onsite is advantageous to the work plan and will minimize the need for additional mobilization of equipment and workers to the site. The staff hereby recommends the repairs as a change order to the existing contract with CSA construction.

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 a Change Order with *CSA Construction Inc* of Houston, Texas in the amount of $417,963.58. for Change Order Number 12 attached to this packet.
and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) Award Recommendation from TRC Engineers

{ } 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 CHANGE ORDER NUMBER 12, WITH CSA CONSTRUCTION FOR THE WASTE WATER TREATMENT PLANT PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The Elgin Wastewater treatment plant expansion project;

WHEREAS, Certain changes have been identified as a value added benefit to the project, including extension of the working grounds, repairs to existing clarifier and other items identified in the Change order attached here,

WHEREAS, The City Manager is authorized to make such changes as described in the original agreement with CSA construction;

WHEREAS, as a matter of giving the council a full view of the Wastewater Expansion Project, staff is hereby presenting this change order for consideration.

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 Change Order with *CSA Construction* of Houston, Texas, in the amount of $417,963.58. for Change Order number 12.

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

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

PASSED AND ADOPTED this 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

TRC

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

October 18, 2023

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

Re: Elgin WWTP Expansion
Change Order No. 12

Dear Mr. Gonzalez:

Attached please find Change Order No. 12 for the above referenced project. This change order is for the installation of the removal and replacement of the RAS electrically powered pump hoist, for the rehabilitation work on the clarifier including replacement of the scum sprayer bar, drive system, skimmer arm and brush system, the removal and replacement of the remaining existing fence around the WWTP site, the removal and replacement of the existing overhead door to the Chemical Storage building, the installation of a 2” hose connection at the thickeners, the interconnection of the plants potable and non-potable water systems with the use of an RPZ, the installation of an RPZ for the Operations Building water supply, and a fire hydrant.

The change order has been approved by this office and will increase the current contract amount by $417,963.58. The new contract amount will be $17,468,968.92. Please execute and forward a digital copy to TRC at kperry@trccompanies.com.

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

Sincerely,

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

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACT CHANGE ORDER NO. 12
WASTEWATER TREATMENT PLANT EXPANSION

OWNER:	**City of Elgin**
CONTRACTOR:	**CSA Construction, Inc.**
ORIGINAL CONTRACT AMOUNT:	**$15,422,000.00**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$1,629,005.34**
CURRENT CONTRACT AMOUNT:	**$17,051,005.34**
ORIGINAL CONTRACT TIME (DAYS):	**730**
ORIGINAL SUBSTANTIAL COMPLETION DATE:	**5/3/2023**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**242**
CURRENT CONTRACT TIME (DAYS):	**972**
CURRENT SUBSTANTIAL COMPLETION DATE:	**12/31/2023**
CURRENT FINAL COMPLETION DATE:	**2/29/2024**

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO.12.1	For procurement and installation of the commander 2000 pump hoist/crane with stainless steel cable and mounting hardware, replacing the existing RAS pump hoist.	1	LS	$18,534.96	$18,534.96
CO.12.2	For the refurbishment of the existing clarfier including the removal and replacement of the 35" jackbolt drive, the removal and replacement of the skimmer arm including the Ford-Hall brush system, and removal and replacement of the scum spray bar.	1	LS	$270,219.97	$270,219.97
CO.12.3	For the removal and replacement of the remaining fence including all fence that was neither originally marked for replacement nor any fence that was removed and replaced to facilitate construction on site. This item also includes a 12' wide double access gate and a 3' wide pedestrian gate.	1	LS	$33,082.84	$33,082.84
CO.12.4	For removal and replacement of the existing overhead door in the Chemical Storage Building.	1	LS	$23,755.30	$23,755.30
CO.12.5	For the installation of a 2" fire hose connection atht eh thickener basins including; piping and pipe insulation, ball valve and valve box, and hose connection.	1	LS	$11,097.04	$11,097.04
CO.12.6	For installation of an interconnection betwee the plant's potable and non-potable water systems, including; 4" RPZ, isloation valves, connection piping, concrete housekeeping slab, and an insulated box.	1	LS	$79,808.43	$79,808.43
CO.12.7	For procurement and installation of a 1" RPZ on the Operations Buidling water supply pipe and of a fire hydrant adjacent to the lift station.	1	LS	$39,950.34	$39,950.34
TOTAL COST OF THIS CHANGE ORDER:					**$417,963.58**

All changes to be completed within 360 days of change order execution.

TRC

CONTRACT CHANGE ORDER NO. 12
WASTEWATER TREATMENT PLANT EXPANSION

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	**$417,963.58**
REVISED CONTRACT AMOUNT:	**$17,468,968.92**
NET CHANGE IN CONTRACT TIME (DAYS):	**0**
REVISED CONTRACT TIME (DAYS):	**972**
REVISED SUBSTANTIAL COMPLETION DATE:	**12/31/2023**
REVISED FINAL COMPLETION DATE:	**2/29/2024**

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

Thomas Mattis, City Manager City of Elgin	Date
Michael Gonzalez, Director of Public Works City of Elgin	Date
K. Beau Perry, P.E., Regional Vice President-DMS TRC Engineers, Inc.	October 18, 2023 Date
Doug Laird, Project Manager CSA Construction, Inc.	Date

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OMEGA II FOR FENCING FOR VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION: Take action on resolution.

BACKGROUND:

City Council approved bids and direct sourced items for the Veterans Memorial Park Expansion. Omega II is the vendor recommended by Studio 1619 to provide fencing for Veterans Memorial Park Expansion project Block A, B, C, and D. The overall project: Block A includes the Kompan train play structure and associated play equipment, surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn> Block A fencing will be around perimeter of play area and railroad right of way; Blocks B, C, and D fencing will be long railroad right of way.

The project is funded through Certificates of Obligation 2021A, private donations, T Mobile grant, St. Davids Foundation grant and American Rescue Plan Act funds.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

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

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

RESOLUTION NO. _____________

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OMEGA II FOR FENCING FOR VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

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

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

WHEREAS, the staff worked with Omega II a qualified contractor and;

WHEREAS, staff recommends awarding the project as proposed to Omega 2 with the details specified in the attached documents.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Omega II in the amount of the proposal package attached.

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

October 19, 2023

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

Re: Owner Purchased/ Owner Provided Item Recommendations

Project Name: Veterans Memorial Park

Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

To ascertain the best products and vendors for the City's Veterans Memorial Park project, studio16:19 have evaluated all requested products suppliers, vendors, and installers. Below is a consolidated list (by VENDOR and proposal #) of the current approved owner-purchased/ owner-provided items minus site furnishings (i.e., picnic tables, park benches, trash receptacles, etc.) and Artificial Turf playground surfacing within the approved project budget that are to be purchased by the City:

VENDOR: Omega II (proposal #83101)

- **Fencing**
  - Architectural Omega Fence, Single Swing Entry Gate, and Single Cantilever Slide Gate
  - Materials – Standard Signal Black Smooth Polyester RAL9004 (30% gloss)
  - Cost -- **$ 41,436.81** (Fence, Freight)

VENDOR: Kompan (proposal #SP128782)

- **Poured-In-Place Playground Surfacing** – DuraPlay
  - DuraPlay Safety Surface
  - Materials –
    - Color – 50% Beige / 50% Black
    - Includes aromatic binder.
  - Cost -- **$160,417.98**

- **Playground Shade** – Shade Systems
  - 16' x 16' x 10' EH Offset Single Post Pyramid
  - Materials –
    - Fabric – Aquatic Blue
    - Powdercoat Posts – Latte Tan
  - Cost -- **$ 21,000** (Shade structure, Freight, Install)

VENDOR: PlayWell (proposal #22784_19260)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
  - Materials –
    - Steel Roof – Regal Blue
    - Powdercoat Posts – Silk Grey
  - Cost -- **$ 70,469.25** (Structure, Engineering, Freight)

VENDOR: PlayWorks (proposal # 10763_51244)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
    - Cost **-- $ 34,408.60** (Install only)

Summary:

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

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, and owner purchased/ owner suppled items as recommend/identified (per the above) result in a revised project cost of $**1,877,383.**

Next Steps:

- The City to move forward with owner purchased/provided items identified here-in for a total cost of approximately **$358,732.64**.

- Studio16:19 to finalize a deduct change order of approximately $7,000 from the G Hyatt construction contract that is a result of the final conformed Issued-For-Construction (IFC) plan set for the Project.

- Additional discussions are ongoing regarding the artificial turf surfacing in the playground area and a final proposal will be forthcoming after pending details are finalized. The estimated budget currently set for this item included in the above total project cost was approved by Council at $**37,875.** A final proposal / estimate will be provided to Council for review.

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

Respectfully submitted,

studio 16:19, LLC

managing principal + founder

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

attachments:
Veterans Park Expansion Budget Update_10192023
OmegaII - 83101 TX-ELGIN VETERANS MEM – Fence
Kompan - Sales_Proposal_SP128782 - PIP-Shade
PlayWell - Est_22784_19260 - Stage Structure
PlayWorks - Est_10763_51244 - Stage Structure Install

Quote

Metaltech-Omega
1735, St-Elzear West
Laval, QC H7L 3N6
Canada

Phone: 450-681-6440
Fax: 450-681-7905

Project Id: TX-ELGIN VETERANS MEM
Print date: 09-28-2023 15:34

Quote #: 83101

Date: 09-15-2023 **Expires:** 10-15-2023

Quote to: O@CIT118
ANDREA TAYLOR
CITY OF ELGIN
PO BOX 591
ELGIN TX 78621 USA

Phone: 512-285-6643
accountspayable@elgintexas.gov

Ship to: O@CIT200
CITY OF ELGIN
205 Depot Ave.
Elgin TX 78621

Phone: Fax:

Ship Via: FLAT BED DIF.FEE **Terms:** Payment at order

Quantity	Part Num.	Description	Unit Price	Discount	Net Price *$ US*
51	C-OM48BKNN	ARCHITECTURAL OMEGA PANEL 49” H X 92-11/16” W – BLACK RAL9004 (30% GLOSS)	118,20	15 %	5 123,97
52	C-P16GA2X7BK	POST 16GA 2"X2"X7' BLACK	50,00	15 %	2 210,00
52	C-CAP2ALBK	CAP 2" ALUMINIUM FOR POST AND GATE BLACK	6,10	15 %	269,62
208	C-AN2UKBK	UNIVERSAL ANGLE BRACKET KIT 2" - BLACK	14,00	15 %	2 475,20
2	C-GPM20BK	SINGLE SWING GATE ARCHITECTURAL : 60"OPG X 51 1/8"H - STANDARD LATCH - KICK PLATE - SPRING HINGES - BLACK	1 502,81	15 %	2 554,78
ABOVE GATE PRICE INCLUDES 3'' POSTS, CAPS, KICK PLATE, SPRING HINGES AND STANDARD HARDWARE					
16	C-AN3UKBK	UNIVERSAL ANGLE BRACKET KIT 3"- BLACK	20,20	15 %	274,72
4	C-P11GA3X7BK	POST 11GA 3"X3"X7' BLACK	0,00	15	0,00
4	C-CAP3ALBK	POST CAP 3"x3"ALUMINUM BLACK	0,00	15	0,00
2	C-HDWG3SNHIBK	BLACK HARDWARE WITHOUT HINGE SYSTEM FOR SINGLE GATE 3" POST	0,00	15	0,00
2	C-PENSPRING2	HINGE WITH SPRING FOR DOOR 2" (KIT 2) BLACK	0,00	15	0,00
1	C-CANTDIV	CANTILEVER SINGLE SLIDE GATE RIGHT LATCH SIMPLE TRACK ARCHITECTURAL PANEL : 120"OPG X 51"H - BLACK	4 384,67	15 %	3 726,97
ABOVE GATE PRICE INCLUDES 3 X 4'' H POSTS, CAPS AND STANDARD HARDWARE					
8	C-SPFAKBK	SPF-A : ANGLE BRACKET KIT FOR WALL	8,40	15 %	57,12
2	VB-VISNO14-1/4X1LGV	SELF DRILLING SCREW 1/4" X 1" L. GALVANIZED	0,30	15 %	0,51
3	C-P11GA4X7BK	POST 11GA 4"X4"X7' BLACK	0,00	15	0,00
3	C-CAP4ALBK	POST CAP 4"x4" ALUMINUM BLACK	0,00	15	0,00

Metaltech-Omega
1735, St-Elzear West
Laval, QC H7L 3N6
Canada

Quote

Phone: 450-681-6440
Fax: 450-681-7905

Project Id: TX-ELGIN VETERANS MEM
Print date: 09-28-2023 15:35

Quote #: 83101

Date: 09-15-2023 **Expires:** 10-15-2023

Quote to: O@CIT118
ANDREA TAYLOR
CITY OF ELGIN
PO BOX 591
ELGIN TX 78621 USA

Phone: 512-285-6643
accountspayable@elgintexas.gov

Ship to: O@CIT200
CITY OF ELGIN
205 Depot Ave.
Elgin TX 78621

Phone: Fax:

Ship Via: FLAT BED DIF.FEE **Terms:** Payment at order

Quantity	Part Num.	Description	Unit Price	Discount	Net Price
1	C-CGHWSBK	SINGLE TRACK CANTILEVER GATE ACCESSORIES & HARDWARE PAINTED BLACK	0,00	15	0,00
- ABOVE BASED ON 409 LF + GATES .					
17	C-OM48BKNN	ARCHITECTURAL OMEGA PANEL 49” H X 92-11/16” W – BLACK RAL9004 (30% GLOSS)	118,20	15 %	1 707,99
18	C-P16GA2X7BK	POST 16GA 2"X2"X7' BLACK	50,00	15 %	765,00
18	C-CAP2ALBK	CAP 2" ALUMINIUM FOR POST AND GATE BLACK	6,10	15 %	93,33
72	C-CUNI2KBK	2" UNIVERSAL COLLAR BRACKET ATTACHMENT - BLACK KIT	7,50	15 %	459,00
- ABOVE BASED ON 136 LF .					
29	C-OM48BKNN	ARCHITECTURAL OMEGA PANEL 49” H X 92-11/16” W – BLACK RAL9004 (30% GLOSS)	118,20	15 %	2 913,63
30	C-P16GA2X7BK	POST 16GA 2"X2"X7' BLACK	50,00	15 %	1 275,00
30	C-CAP2ALBK	CAP 2" ALUMINIUM FOR POST AND GATE BLACK	6,10	15 %	155,55
120	C-CUNI2KBK	2" UNIVERSAL COLLAR BRACKET ATTACHMENT - BLACK KIT	7,50	15 %	765,00
- ABOVE BASED ON 235 LF .					
41	C-OM48BKNN	ARCHITECTURAL OMEGA PANEL 49” H X 92-11/16” W – BLACK RAL9004 (30% GLOSS)	118,20	15 %	4 119,27
42	C-P16GA2X7BK	POST 16GA 2"X2"X7' BLACK	50,00	15 %	1 785,00
42	C-CAP2ALBK	CAP 2" ALUMINIUM FOR POST AND GATE BLACK	6,10	15 %	217,77

Quote

Metaltech-Omega
1735, St-Elzear West
Laval, QC H7L 3N6
Canada

Phone: 450-681-6440
Fax: 450-681-7905

Project Id: TX-ELGIN VETERANS MEM
Print date: 09-28-2023 15:35

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Ship Via: FLAT BED DIF.FEE **Terms:** Payment at order

Quantity	Part Num.	Description	Unit Price	Discount	Net Price *$ US*
168	C-CUNI2KBK	2" UNIVERSAL COLLAR BRACKET ATTACHMENT - BLACK KIT	7,50	15 %	1 071,00
- ABOVE BASED ON 326 LF .					
40	C-OM48BKNN	ARCHITECTURAL OMEGA PANEL 49" H X 92-11/16" W – BLACK RAL9004 (30% GLOSS)	118,20	15 %	4 018,80
41	C-P16GA2X7BK	POST 16GA 2"X2"X7' BLACK	50,00	15 %	1 742,50
41	C-CAP2ALBK	CAP 2" ALUMINIUM FOR POST AND GATE BLACK	6,10	15 %	212,58
164	C-CUNI2KBK	2" UNIVERSAL COLLAR BRACKET ATTACHMENT - BLACK KIT	7,50	15 %	1 045,50
4	P-PEISNOIR1	SPRAY SIGNAL BLACK SMOOTH POLYESTER RAL9004 (30% GLOSS) # SU11.24- (350 G)	0,00	15	0,00

Quote - Miscellaneous Charge -

FLATBED DIFF FEE 2 397,00

***** **THE CLIENT IS RESPONSIBLE FOR MATERIAL AND QUANTITIES ORDERED.** *****

COLOR/FINISH : STANDARD Signal Black Smooth Polyester RAL9004 (30% Gloss) (Ref.: Protech US511N6)

QUOTE BASED ON : 409 LF

BREAKDOWN DONE BY CUSTOMER SERVICE FOR QUICK BUDGETARY QUOTE - CLIENT IS RESPONSIBLE FOR VERIFYING MODELS, QUANTITIES AND DIMENSIONS QUOTED

Net Weight : 8,146.90 **Discount Savings : $ 6,889.38**

SUB TOTAL	G.S.T.	P.S.T.	H.S.T.	**Total**	
$ 41,436.81	$ 0.00	$ 0.00	$ 0.00	**$ 41,436.81**	*$ US*

METALTECH OMEGA

Metaltech-Omega
1735, St-Elzear West
Laval, QC H7L 3N6
Canada

Quote

Phone: 450-681-6440
Fax: 450-681-7905

Project Id: TX-ELGIN VETERANS MEM
Print date: 09-28-2023 15:35

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ANDREA TAYLOR
CITY OF ELGIN
PO BOX 591
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Ship to: O@CIT200
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205 Depot Ave.
Elgin TX 78621

Phone: Fax:

Ship Via: FLAT BED DIF.FEE **Terms:** Payment at order

Quantity	Part Num.	Description	Unit Price	Discount	Net Price

1. Client's obligations
a) The quantities and dimensions indicated in the contractual documents are approximate and it is the customer's sole responsibility to confirm them in writing so that the tenderer can confirm the price and start the order.
b) The parties agree that the quote is offered on a budgetary basis only and is subject to change according to the modifications requested in writing by the client and according to changes in collective agreements in the construction field.
c) The client must provide the tenderer with all the plans and specifications for the project and all the documentation necessary for the tenderer to prepare his quote. The client is responsible for all damage caused to him or the tenderer of any other third party if he transmits inaccurate information.
d) The parties agree that the tenderer may not start an order before having received the approval of the drawings and that he is not responsible for the delays relating to the approval of the drawings or the delays necessary to correct and resubmit new versions of his drawings.
2. Delivery
a) The parties agree that the delivery time is approximate and subject to change depending on the time of receipt of the purchase order, approval of the drawings, acceptance of credit and production times.
b) If the client picks up the goods ordered, the tenderer's obligation to deliver is fulfilled on the date of pickup giving by the tenderer to the client. All costs related to picking up the merchandise are the responsibility of the client and the client has 15 days to take possession of the goods ordered (the "Pickup Time").
c) The client becomes responsible for all the risks associated with the loss, total or partial, as soon as he takes possession of the goods ordered. The client is deemed to have taken possession of the goods ordered as soon as a delivery is made and accepted or if the pickup is by the client, at the time of pickup or at the end of the Pickup Time, whichever come first.
d) If the client fails to take possession of the goods ordered within the Pickup Time, the tenderer may, at his option, cancel the order or claim total payment for the order.
e) The parties agree that deliveries will be made in a closed truck (maximum 53 feet long). The parties agree that additional costs will apply for a delivery made with a platform trailer ("flatbed").
f) The parties agree that one hour (1h) is allowed to unload a full truck ("FTL") and thirty (30) minutes to unload a partial truck load ("LTL") and that when the time allocated for unloading is exceeded by the client, the tenderer is entitled to compensation.
g) The client is responsible for unloading the truck with its own equipment.
h) When taking possession of the ordered products, the client must inspect the products and notify the tenderer in writing of any apparent defects or damage and record them in writing on the delivery note from the carrier. Failing to do so, the client is deemed to have waived all its remedies for defects or apparent damage.
i) The tenderer cannot be held to respect approximate delivery times if he is prevented from fulfilling its obligation due to circumstances over which he has no control on like an epidemic, a strike, a war, a roadblock or a natural disaster.
3. Installation
a) The client agrees to install the products delivered in accordance with the specifications of the tenderer and the rules of the art.
b) Any installation relating to the goods is the sole responsibility of the client and any damage caused by the installation will be the sole responsibility of the client at the tenderer complete exemption.
4. Warranty
a) The parties agree that if the client makes one or more modifications to the products ordered, he automatically loses the benefit of all legal and conventional warranties.
5. Storage costs
b) The parties agree that if the Tenderer must store the goods ordered and ready to pick up or to be shipped for more than thirty (30) days, a monthly storage fee of 25% of the value of the order is payable by the client.
6. Return and cancellation fees
a) The parties agree that in the event of a return of standard goods, a restocking fee of 30% is payable by the client.
b) The parties agree that the client is responsible for all freight costs relating to the products ordered and returned.
c) The parties agree that no return or cancellation can be made for custom orders or for products that have been painted.
d) If the order was to be canceled by the customer following the sending of drawings by the tenderer, the parties agree that the tenderer reserves the right to charge up to 15% of the total amount of the last quote submitted to the client.
7. Responsibility limitation
a) Except in the presence of gross or intentional fault, the tenderer is in no way liable to the client for material damage caused in the performance of this quote, which includes in particular, but not limited to damage caused by delay in the preparation of drawings, or a delay in the manufacture or delivery of the goods ordered.
b) The client will hold the tenderer harmless with regard to any claim made by a third party against the tenderer in relation to the goods ordered, both during and after the expiration of the contract, in capital, interest and legal and extra-legal costs.
8. General conditions
a) By signing this quote, the client accepts all the terms and conditions mentioned therein.
b) The budgetary prices in this quote are valid for a period of 72 hours.
c) The tenderer and the client declare and acknowledge that this quote does not meet the general provisions of the contract concluded between the general contractor and the client and that consequently, the tenderer is not subject under the terms and conditions of the contract and is not a subcontractor within the meaning of the definition generally recognized in the construction field.
d) If the terms and conditions negotiated, discussed or agreed prior to the signing of this quote are incompatible with it, the signing of this quote cancels and replaces all

Metaltech-Omega
1735, St-Elzear West
Laval, QC H7L 3N6
Canada

Quote

Phone: 450-681-6440
Fax: 450-681-7905

Project Id: TX-ELGIN VETERANS MEM
Print date: 09-28-2023 15:35

Quote #: 83101

Date: 09-15-2023 **Expires:** 10-15-2023

Quote to: O@CIT118
ANDREA TAYLOR
CITY OF ELGIN
PO BOX 591
ELGIN TX 78621 USA

Phone: 512-285-6643
accountspayable@elgintexas.gov

Ship to: O@CIT200
CITY OF ELGIN
205 Depot Ave.
Elgin TX 78621

Phone: Fax:

these negotiations, discussions and prior agreements.
e) In the event of a discrepancy between the purchase order and this quote, the quote will prevail.

9. Applicable laws and competent tribunal

a) This contract is governed by and must be interpreted in accordance with the laws of the province of Quebec and the laws of Canada applicable therein, without regard to the principles relating to conflicts of laws which may be imposed by the law of any other jurisdiction.
b) Any dispute under the contract shall be submitted exclusively to the courts located in the province of Quebec, judicial district of Montreal, and the parties agree to submit to this jurisdiction.

Please return this quote signed and paraphed with a purchase order number.

Approved by: ____________ Signed by: ____________ Date: ____________

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWELL FOR ICON STURCTURES SHADE SYSTEM FOR VETERANS MEMORIAL PARK 200 BLOCK DEPOT STREET AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION: Take action on resolution.

BACKGROUND:
City Council approved bids and direct sourced items for the Veterans Memorial Park Expansion. PLayWell is the vendor recommended by Studio1619to provide Icon Shade Structure for the stage and outdoor classroom including installation for Veterans Memorial Park Expansion project Block A. The overall project: Block A includes the Kompan train play structure and associated play equipment, surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn.

The project is funded through Certificates of Obligation 2021A, private donations, T Mobile grant, St. Davids Foundation grant and American Rescue Plan Act funds.

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

RECOMMENDATION:

ATTACHMENTS:

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

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

RESOLUTION NO. _____________

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWELL FOR ICON SHADE STRUCTURE IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

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

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

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

WHEREAS, staff recommends awarding the project as proposed to PlayWell with the details specified in the attached documents.

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

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

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

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

October 19, 2023

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

Re: Owner Purchased/ Owner Provided Item Recommendations

Project Name: Veterans Memorial Park

Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

To ascertain the best products and vendors for the City's Veterans Memorial Park project, studio16:19 have evaluated all requested products suppliers, vendors, and installers. Below is a consolidated list (by VENDOR and proposal #) of the current approved owner-purchased/ owner-provided items minus site furnishings (i.e., picnic tables, park benches, trash receptacles, etc.) and Artificial Turf playground surfacing within the approved project budget that are to be purchased by the City:

VENDOR: Omega II (proposal #83101)

- **Fencing**
  - Architectural Omega Fence, Single Swing Entry Gate, and Single Cantilever Slide Gate
  - Materials – Standard Signal Black Smooth Polyester RAL9004 (30% gloss)
  - Cost -- **$ 41,436.81** (Fence, Freight)

VENDOR: Kompan (proposal #SP128782)

- **Poured-In-Place Playground Surfacing** – DuraPlay
  - DuraPlay Safety Surface
  - Materials –
    - Color – 50% Beige / 50% Black
    - Includes aromatic binder.
  - Cost -- **$160,417.98**

- **Playground Shade** – Shade Systems
  - 16' x 16' x 10' EH Offset Single Post Pyramid
  - Materials –
    - Fabric – Aquatic Blue
    - Powdercoat Posts – Latte Tan
  - Cost -- **$ 21,000** (Shade structure, Freight, Install)

VENDOR: PlayWell (proposal #22784_19260)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
  - Materials –
    - Steel Roof – Regal Blue
    - Powdercoat Posts – Silk Grey
  - Cost -- **$ 70,469.25** (Structure, Engineering, Freight)

VENDOR: PlayWorks (proposal # 10763_51244)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
    - Cost **-- $ 34,408.60** (Install only)

Summary:

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

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, and owner purchased/ owner suppled items as recommend/identified (per the above) result in a revised project cost of $**1,877,383.**

Next Steps:

- The City to move forward with owner purchased/provided items identified here-in for a total cost of approximately **$358,732.64**.
- Studio16:19 to finalize a deduct change order of approximately $7,000 from the G Hyatt construction contract that is a result of the final conformed Issued-For-Construction (IFC) plan set for the Project.
- Additional discussions are ongoing regarding the artificial turf surfacing in the playground area and a final proposal will be forthcoming after pending details are finalized. The estimated budget currently set for this item included in the above total project cost was approved by Council at $**37,875.** A final proposal / estimate will be provided to Council for review.

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

Respectfully submitted,

studio 16:19, LLC

managing principal + founder

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

attachments:
Veterans Park Expansion Budget Update_10192023
OmegaII - 83101 TX-ELGIN VETERANS MEM – Fence
Kompan - Sales_Proposal_SP128782 - PIP-Shade
PlayWell - Est_22784_19260 - Stage Structure
PlayWorks - Est_10763_51244 - Stage Structure Install

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
Delay of Installation (if applicable): **If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.**

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES
Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 22784 ________________________ **Purchase Order #:** ____________________________

Signature: ___________________________________ **Date:** ____

PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment

Serving Colorado,Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE # 22784 10/16/2023

BILL TO:	SHIP TO:
City of Elgin Accounts Payable 310 North Main Street Elgin, TX 78621 Phone: (512) 281-5724	City of Elgin-Veterans Memorial Park 109 Depot Street Elgin, TX 78621 Phone:

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	SFP	BASTROP	11/15/2023

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	ICON				
MP48X23S-P3	RECTANGULAR MONOSLOPE STEEL (4) COLUMN DESIGN CUSTOM MONOSLOPE SHAPE 24 GA STANDING SEAM METAL ROOF PANEL INSTALLER TO FIELD CUT ALL ROOF ANGLES 3:12 ROOF SLOPE CURVED TRIM ANCHOR BOLTS & TEMPLATES INCLUDED* DRAWING #:79176	1	55300.00	52,535.00	52,535.00
SED ICON	SEALED ENGINEERED DRAWINGS	1	1333.33	1,266.66	1,266.66
ECOAT-ICON	ECOAT POWDERCOAT-FRAME ONLY. ICON SHELTER SYSTEMS & THE PLAYWELL GROUP, INC. ARE NOT RESPONSIBLE FOR DAMAGE TO POWDER COAT, FINISH CAUSED BY UNLOADING IF INSTALLED BY OTHERS.	1	10200.00	9,690.00	9,690.00
BC-ICON	COLUMN BASE COVERS	1	266.67	253.34	253.34
SHIP-ICON	SHIPPING & HANDLING ICON SHELTER SYSTEMS, INC. - Deliveries require special or additional care or attention. If Playworks is not contracted for installation, product must be off loaded by customer, fork lift required. Please refer to the WARNING LABEL upon delivery.	1	6751.25	6,751.25	6,751.25
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00	0.00

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date ____________________ Signature ____________________________________

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL	$70,496.25
SALES TAX (0.0%)	$0.00
TOTAL	$70,496.25

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN TO CONSTRUCT SURFACING AND SHADE FOR NEW PLAYGROUND FOR VETERANS MEMORIAL PARK 200 BLOCK DEPOT STREET AND MAKING CERTAIN FINDINGS RELATED THERETO.**

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION: Take action on resolution.

BACKGROUND:
City Council approved bids and direct sourced items for the Veterans Memorial Park Expansion. Kompan is the vendor selected to provide poured in place surfacing and shade structure including installation for Veterans Memorial Park Expansion project Block A. The overall project: Block A includes the Kompan train play structure and associated play equipment, surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn.

The project is funded through Certificates of Obligation 2021A, private donations, T Mobile grant, St. Davids Foundation grant and American Rescue Plan Act funds.

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

RECOMMENDATION:

ATTACHMENTS:

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

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

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN FOR POURED IN PLACE PLAYGROUND SURFACING AND PLAYGROUND SHADE FOR VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

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

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

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

WHEREAS, staff recommends awarding the project as proposed to Kompan with the details specified in the attached documents.

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

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

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

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

October 19, 2023

studio 16:19™
design · collaborate · solve · impact

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

Re: Owner Purchased/ Owner Provided Item Recommendations

Project Name: Veterans Memorial Park

Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

To ascertain the best products and vendors for the City's Veterans Memorial Park project, studio16:19 have evaluated all requested products suppliers, vendors, and installers. Below is a consolidated list (by VENDOR and proposal #) of the current approved owner-purchased/ owner-provided items minus site furnishings (i.e., picnic tables, park benches, trash receptacles, etc.) and Artificial Turf playground surfacing within the approved project budget that are to be purchased by the City:

VENDOR: Omega II (proposal #83101)

- **Fencing**
    - Architectural Omega Fence, Single Swing Entry Gate, and Single Cantilever Slide Gate
    - Materials – Standard Signal Black Smooth Polyester RAL9004 (30% gloss)
    - Cost -- **$ 41,436.81** (Fence, Freight)

VENDOR: Kompan (proposal #SP128782)

- **Poured-In-Place Playground Surfacing** – DuraPlay
    - DuraPlay Safety Surface
    - Materials –
        - Color – 50% Beige / 50% Black
        - Includes aromatic binder.
    - Cost -- **$160,417.98**

- **Playground Shade** – Shade Systems
    - 16' x 16' x 10' EH Offset Single Post Pyramid
    - Materials –
        - Fabric – Aquatic Blue
        - Powdercoat Posts – Latte Tan
    - Cost -- **$ 21,000** (Shade structure, Freight, Install)

VENDOR: PlayWell (proposal #22784_19260)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
    - Materials –
        - Steel Roof – Regal Blue
        - Powdercoat Posts – Silk Grey
    - Cost -- **$ 70,469.25** (Structure, Engineering, Freight)

VENDOR: PlayWorks (proposal # 10763_51244)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
  - Cost **-- $ 34,408.60** (Install only)

Summary:

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

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, and owner purchased/ owner suppled items as recommend/identified (per the above) result in a revised project cost of $**1,877,383.**

Next Steps:

- The City to move forward with owner purchased/provided items identified here-in for a total cost of approximately **$358,732.64**.
- Studio16:19 to finalize a deduct change order of approximately $7,000 from the G Hyatt construction contract that is a result of the final conformed Issued-For-Construction (IFC) plan set for the Project.
- Additional discussions are ongoing regarding the artificial turf surfacing in the playground area and a final proposal will be forthcoming after pending details are finalized. The estimated budget currently set for this item included in the above total project cost was approved by Council at $**37,875.** A final proposal / estimate will be provided to Council for review.

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

Respectfully submitted,

studio 16:19, LLC

managing principal + founder

REGISTERED LANDSCAPE ARCHITECT
BRENT A. BAKER
2098
STATE OF TEXAS

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

attachments:
Veterans Park Expansion Budget Update_10192023
OmegaII - 83101 TX-ELGIN VETERANS MEM – Fence
Kompan - Sales_Proposal_SP128782 - PIP-Shade
PlayWell - Est_22784_19260 - Stage Structure
PlayWorks - Est_10763_51244 - Stage Structure Install

Sales Proposal

Quote No.	SP128782-1
Customer No.	C023441
Document Date	09/29/2023
Expiration Date	11/28/2023

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

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

Project Name US295472 City of Elgin Veterans Memorial Park Surfacing

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Sitework / Surfacing					
US-DP-PIP5050 SF	DuraPlaySafety Surface DuraPlay Safety Surface (128LF added for turf extension, 93lf added for ROE) - 1650 @ 3.75", 2660 @ 3.25", 1039 @ 2.75", 2288 @ 2" - 50% Beige/50% Black (no design) - Aromatic Binder - Flush to curb	7,637	Sq. Feet	17.34	10.00	119,183.02
US-DP-PIPSUBBASE SF	Average 4" Stone Base - 153 tons	7,637	Sq. Feet	5.17	10.00	35,534.96
EXTRA SALES FREIGHT	Freight for PIP	1	Pieces	5,700.00		5,700.00
US-SS-CUSTOM-SHADE	16' x 16' x 10' EH Offset Single Post Pyramid	1	Pieces	11,547.00		11,547.00
US-SS-SHADE-ENGDRW	ENG Sealed DRW & CALC for Shade	1	Pieces	975.00		975.00
INSTALL SPECIAL	Installation of Shade	1	Pieces	7,489.00		7,489.00
EXTRA SALES FREIGHT	Freight for Shade	1	Pieces	989.00		989.00

Excludes sitework, products, & services not listed

Description	Qty	Retail Price	Discount	Net Price
No. of Products	2			
Subtotal - Products		12,522.00		12,522.00
Subtotal - Surfacing		171,908.87	17,190.89	154,717.98
Subtotal - Installation		7,489.00		7,489.00
Subtotal - Freight		6,689.00		6,689.00
Total USD				**181,417.98**

Payment Terms 50% Prepayment , 50% Net 30 days

Sales Proposal

Quote No.	SP128782-1
Customer No.	C023441
Document Date	09/29/2023
Expiration Date	11/28/2023

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

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

Project Name US295472 City of Elgin Veterans Memorial Park Surfacing

Installation Site Address

Veterans' Park
109 Depot St
Elgin, TX 78621

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

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

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

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

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

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

KOMPAN Authorized Signature:

Accepted By (signature): ______________________________

Accepted By (please print): ______________________________

Date: ______________________________

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWORKS FOR STAGE / OUTDOOR CLASSROOM STRUCTURE IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION: Take action on resolution.

BACKGROUND:

City Council approved bids and direct sourced items for the Veterans Memorial Park Expansion. PlayWorks is the vendor recommended by Studio1619 to provide the stage and outdoor classroom including installation for Veterans Memorial Park Expansion project Block A. The overall project: Block A includes the Kompan train play structure and associated play equipment, surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn.

The project is funded through Certificates of Obligation 2021A, private donations, T Mobile grant, St. Davids Foundation grant and American Rescue Plan Act funds.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

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

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAYWORKS FOR STAGE / OUTDOOR CLASSROOM STRUCTURE IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

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

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

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

WHEREAS, staff recommends awarding the project as proposed to PlayWorks with the details specified in the attached documents.

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

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

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

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

October 19, 2023

studio 16:19™
design · collaborate · solve · impact

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

Re: Owner Purchased/ Owner Provided Item Recommendations

Project Name: Veterans Memorial Park

Project Address: 205 Depot Street, Elgin, TX 78621

Dear Ms. Miller:

To ascertain the best products and vendors for the City's Veterans Memorial Park project, studio16:19 have evaluated all requested products suppliers, vendors, and installers. Below is a consolidated list (by VENDOR and proposal #) of the current approved owner-purchased/ owner-provided items minus site furnishings (i.e., picnic tables, park benches, trash receptacles, etc.) and Artificial Turf playground surfacing within the approved project budget that are to be purchased by the City:

VENDOR: Omega II (proposal #83101)

- **Fencing**
    - Architectural Omega Fence, Single Swing Entry Gate, and Single Cantilever Slide Gate
    - Materials – Standard Signal Black Smooth Polyester RAL9004 (30% gloss)
    - Cost **-- $ 41,436.81** (Fence, Freight)

VENDOR: Kompan (proposal #SP128782)

- **Poured-In-Place Playground Surfacing** – DuraPlay
    - DuraPlay Safety Surface
    - Materials –
        - Color – 50% Beige / 50% Black
        - Includes aromatic binder.
    - Cost **-- $160,417.98**
- **Playground Shade** – Shade Systems
    - 16' x 16' x 10' EH Offset Single Post Pyramid
    - Materials –
        - Fabric – Aquatic Blue
        - Powdercoat Posts – Latte Tan
    - Cost **-- $ 21,000** (Shade structure, Freight, Install)

VENDOR: PlayWell (proposal #22784_19260)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
    - Materials –
        - Steel Roof – Regal Blue
        - Powdercoat Posts – Silk Grey
    - Cost **-- $ 70,469.25** (Structure, Engineering, Freight)

VENDOR: PlayWorks (proposal # 10763_51244)

- **Stage/ Outdoor Classroom Structure** – ICON Shelter Systems
    - Cost **-- $ 34,408.60** (Install only)

Summary:

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

The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, and owner purchased/ owner suppled items as recommend/identified (per the above) result in a revised project cost of $**1,877,383.**

Next Steps:

- The City to move forward with owner purchased/provided items identified here-in for a total cost of approximately **$358,732.64**.
- Studio16:19 to finalize a deduct change order of approximately $7,000 from the G Hyatt construction contract that is a result of the final conformed Issued-For-Construction (IFC) plan set for the Project.
- Additional discussions are ongoing regarding the artificial turf surfacing in the playground area and a final proposal will be forthcoming after pending details are finalized. The estimated budget currently set for this item included in the above total project cost was approved by Council at $**37,875.** A final proposal / estimate will be provided to Council for review.

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

Respectfully submitted,

studio 16:19, LLC

managing principal + founder

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

attachments:
Veterans Park Expansion Budget Update_10192023
OmegaII - 83101 TX-ELGIN VETERANS MEM – Fence
Kompan - Sales_Proposal_SP128782 - PIP-Shade
PlayWell - Est_22784_19260 - Stage Structure
PlayWorks - Est_10763_51244 - Stage Structure Install

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

203A State Highway 46 East

Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS–ROCKS, UTILTIES, IRRIGATIATION, SEWER & DRAIN, SUPPLY ABANDONDED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 10763 **Purchase Order #:** ________________

Signature: ________________ **Date:** ________________

PlayWorks

PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE # 10763

10/16/2023

BILL TO:	INSTALLATION SITE:
City of Elgin Accounts Payable 310 North Main Street Elgin, TX 78621 Phone: (512) 281-5724	City of Elgin-Veterans Memorial Park 109 Depot Street Elgin, TX 78621 Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	SFP		11/15/2023

ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
	INSTALLED BY RECREATION INSTALLATION			
INSTALL-REC	INSTALLATION OF RECTANGULAR MONOSLOPE AND PIERS	1	34,408.60	34,408.60
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.	1	0.00	0.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL $34,408.60

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

VISA MasterCard DISCOVER AMERICAN EXPRESS CASH CHECK

Date ____________________ Signature ____________________...

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE FY2022-23 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager/Public Works

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with *Bennett Paving Inc* of Leander, Texas in the amount of $455,826.40. for street repairs related to the 2022-2023 annual street resurfacing program.

BACKGROUND:

As part of The City's 2022-2023 annual operating budget included is certain funds to provide for a regular reoccurring street maintenance program for the City of Elgin. Staff along with the City Engineer have worked on a street survey and identifying certain areas for much needed road repairs. Staff in a previous council meeting presented a list of streets to be resurfaced and drainage improvements made this year. Staff advertised for and received qualified bids for such improvements and are here now recommending awarding Bennett Paving Inc. to start these repairs. Included in Councils packet is the contract amount, staff is recommending at this time that this contract is awarded without any deductions from the agreement.

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 an agreement with *Bennett Paving Inc.* of Leander, Texas, in the amount of $455,826.40 for street repairs and drainage improvements associated with the City of Elgin's 2022-2023 street resurfacing program; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) Award Recommendation from TRC Engineers

{ } 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 PROCEED WITH THE FY2022-2023 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has primary responsibility for maintaining safe and effective transportation systems throughout the City, which includes the maintenance and upgrade of all city-owned streets and alleys; and,

WHEREAS, City staff and the City Engineer have submitted a recommendation to award a contract to Bennett Paving Inc, of Leander Texas for various improvements to a number of city streets in various locations prioritized on need, current conditions, and anticipated future use and/or traffic; and,

WHEREAS, the FY2022-23 Annual Budget includes funding to support a greatly enhanced effort toward improving, upgrading, and maintaining existing city streets.

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

Section 1. <u>Findings.</u> 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. <u>Authorization.</u> The City Manager is hereby authorized to finalize plans and bid documents to improve, upgrade, and maintain existing city streets as listed and described in the *2023 Street Improvements* report from TRC, a copy of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

Section 4. <u>Open Meetings</u>. 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 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

TRC

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

October 9, 2023

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

ATTN: Thomas Mattis, City Manager

RE: City of Elgin 2023 Street Improvements Project
Bid Award Recommendation

Dear Ms. McShan:

The bid opening for the above referenced project was held on October 4, 2023. A total of three (3) bids were submitted. The bids ranged from a low of $455,826.40 from Bennett Paving Inc. from Leander to a high of $663,632.10 from Lone Star Paving from Austin.

The project consists of approximately 14,000 SY of single course seal coat, approximately 16,650 SY of HMAC overlay, approximately 135 LF of concrete curb and gutter, a curb inlet, traffic control, striping, and all necessary appurtenances for the construction project.

The low bidder, Bennet Paving Inc., has successfully completed similar work in the past.

The low bid was within the range of predicted project cost. Therefore, it is recommended that the above named contract be awarded to Bennett Paving Inc. for the total bid amount of $455,826.40. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

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

Sincerely,

K. Beau Perry, PE
Regional Vice President – DMS

Attachment: Bid Tabulation

City of Elgin
2023 Street Improvements Project
Bid Tabulation
October 4, 2023 - 11:00am

				Bennett Paving, Inc. P.O. Box 2309 Leander, Texas 78646		Texas Materials Group, Inc. 1320 Arrow Point Drive Cedar Park, Texas 78616		Lone Star Paving 11675 Jollyville Rd., # 150 Austin, Texas 78759	
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
P.1	2" Type D HMAC Overlay	16,634	SY	$16.85	$280,282.90	$21.79	$362,454.86	$26.65	$443,296.10
P.2	Single Course Surface Treatment	13,932	SY	$8.00	$111,456.00	$10.00	$139,320.00	$11.00	$153,252.00
P.3	Remove/Replace Curb & Gutter	100	LF	$58.65	$5,865.00	$452.83	$45,283.00	$164.00	$16,400.00
P.4	Valley Gutters	35	LF	$402.50	$14,087.50	$1,242.30	$43,480.50	$336.00	$11,760.00
P.5	4" Yellow Pavement Markings	1,220	LF	$6.00	$7,320.00	$2.00	$2,440.00	$3.45	$4,209.00
P.6	12" White Pavement Markings	10	LF	$25.00	$250.00	$23.50	$235.00	$11.50	$115.00
P.7	Pavement Repair	100	SY	$100.00	$10,000.00	$96.28	$9,628.00	$66.00	$6,600.00
P.8	Curb Inlet	1	LS	$26,565.00	$26,565.00	$48,617.56	$48,617.56	$28,000.00	$28,000.00
	TOTAL BID				**$455,826.40**		**$651,458.92**		**$663,632.10**

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: __________Brushy Creek Fern Bluff Overlay________________

CONTRACTOR: ________________________Bennett Paving, Inc____________________________

CONTACT INFO: _________________________(512) 740-8603_____________________________

REFERENCE (NAME & COMPANY/CITY): _____George Mayfield – Williamson County___

REFERENCE CONTACT INFO: ____________________(512) 943-3324___________________

DATE OF INTERVIEW: ________________________10-6-23______________________________

REFERENCE PROJECT AREA OF WORK:

_____ **UTILITIES (WATER, SEWER, STORM, ETC.)**

_____ **PLANT WORK (WWTP or WTP EXPANSION)**

__X__ **ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)**

_____ **GENERAL CONSTRUCTION**

_____ **OTHER:** ____

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

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

2. General:

   a. How much of the work was self performed versus sub contracted out?
      65% self performed, did not perform striping and milling

   b. Did the contractor do the utilities or sub contract them out?
      Did utilities themselves

   c. Did the contractor do the roadway work or sub contract it out?
      Did roadway, excluding striping and milling

3. Project Time:

   a. Was the construction started and completed on time?
      Yes

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

   c. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
      No

   d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
      No

   e. Other?
      N/A

4. Project Budget:

   a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
      Some additional grading, nothing excessive

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
No

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

d. Were there any liens placed on the project from vendors or sub-contractors?
No

e. Other?
N/A

5. Safety:

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

6. General Problems/Issues:

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

b. Were there any significant issues with the contractor's employees dealing with the public?
No

c. Were there many complaints from the residents regarding the contractor?
No

d. Did the contractor cleanup his work site sufficiently?
Yes

e. Was there excessive personnel turnover for the contractor's field workers?
No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
No

7. Would you hire this contractor again?
Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: ______2022 Downtown Street Maintenance Project_________

CONTRACTOR: ______________________Bennett Paving, Inc__________________________

CONTACT INFO: _______________________(512) 740-8603___________________________

REFERENCE (NAME & COMPANY/CITY): _____Matthew Bushak – City of Round Rock___

REFERENCE CONTACT INFO: ___________________(512) 341-3318__________________

DATE OF INTERVIEW: ______________________10-5-23____________________________

REFERENCE PROJECT AREA OF WORK:

_____ **UTILITIES (WATER, SEWER, STORM, ETC.)**

_____ **PLANT WORK (WWTP or WTP EXPANSION)**

__X__ **ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)**

_____ **GENERAL CONSTRUCTION**

_____ **OTHER:** ____

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

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

2. General:

   a. How much of the work was self performed versus sub contracted out?
      90% self, sub-contracted out striping

   b. Did the contractor do the utilities or sub contract them out?
      No utilities

   c. Did the contractor do the roadway work or sub contract it out?
      Did all paving and repairs, no striping

3. Project Time:

   a. Was the construction started and completed on time?
      Yes

   b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
      No

   c. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
      No

   d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
      No

   e. Other?
      Did a great job, finished early

4. Project Budget:

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

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
No

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

d. Were there any liens placed on the project from vendors or sub-contractors?
No

e. Other?
Did a good job, no problem with adding some work

5. Safety:

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

6. General Problems/Issues:

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

b. Were there any significant issues with the contractor's employees dealing with the public?
No

c. Were there any complaints from the residents regarding the contractor?
A few minor complaints, but nothing that wasn't easily resolved

d. Did the contractor cleanup his work site sufficiently?
Yes

e. Was there excessive personnel turnover for the contractor's field workers?
No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
No

7. Would you hire this contractor again?
Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: __________City of Leader Roadway Rehab 2023____________

CONTRACTOR: ________________________Bennett Paving, Inc___________________________

CONTACT INFO: _________________________(512) 740-8603___________________________

REFERENCE (NAME & COMPANY/CITY): _____Roman Poudyal – City of Leander________

REFERENCE CONTACT INFO: ____________________(512) 259-2640__________________

DATE OF INTERVIEW: ________________________10-5-23______________________________

REFERENCE PROJECT AREA OF WORK:

_____ **UTILITIES (WATER, SEWER, STORM, ETC.)**

_____ **PLANT WORK (WWTP or WTP EXPANSION)**

__X__ **ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)**

_____ **GENERAL CONSTRUCTION**

_____ **OTHER:** ____

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

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

2. General:

   a. How much of the work was self performed versus sub contracted out?
      Most self performed, striping, traffic and concrete diamond was sub contracted out

   b. Did the contractor do the utilities or sub contract them out?
      No utilities

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

3. Project Time:

   a. Was the construction started and completed on time?
      Yes

   b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
      No

   c. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
      No

   d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
      No

   e. Other?
      N/A

4. Project Budget:

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

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
   No

c. Did the contractor pay his sub-contractors timely?
   Did not track, but hasn't received any complaints

d. Were there any liens placed on the project from vendors or sub-contractors?
   No

e. Other?
   N/A

5. Safety:

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

6. General Problems/Issues:

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

   b. Were there any significant issues with the contractor's employees dealing with the public?
      No

   c. Were there many complaints from the residents regarding the contractor?
      No

   d. Did the contractor cleanup his work site sufficiently?
      Yes

   e. Was there excessive personnel turnover for the contractor's field workers?
      No

   f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
      No

7. Would you hire this contractor again?
   Yes

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 The City Manager to execute a dollar amount of $122,856.85 for Bid Package 1, Payment Application #6, and a dollar amount of $227,463.25 for Bid Package #2 Payment Application #4 for professional services fees associated with the City of Elgin Police Department 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 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 $122,856.85 for Bid Package 1, Payment Application #6, and a dollar amount of $227,463.25 for Bid Package #2 Payment Application #4 for professional services fees associated with the City of Elgin Police Department Station Project**.**

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY23-24 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

FGMARCHITECTS

October 9, 2023

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

Subject: **Payment Application #6 – 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 $122,856.85

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 #6 – Bid Package #1

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NO: Six (6)
APPLICATION DATE: October 3, 2023

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

PROJECT NO: 599

CONTRACT DATE: February 21, 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

CONTRACT FOR: General Construction

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) $ $794,132.00
5. RETAINAGE:
   a. 5% of Completed Work (Column D + E on G703) $ 39,706.60
   b. 5% of Stored Material (Column F on G703) $ 0.00

   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ $39,706.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ $754,425.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ $631,568.55
8. CURRENT PAYMENT DUE $ $122,856.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $519,012.60

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: October 3, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 3rd day of October, 2023.

Notary Public: Becky Driver

BECKY DRIVER
Commission # 425960-7
My Commission Expires
July 18, 2024

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 $ $122,856.85

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

ARCHITECT: FGM ARCHITECTS, INC.

By:/Date: 10/09/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: 10/17/2023

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.

FGMARCHITECTS

October 9, 2023

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

Subject: **Payment Application #4 – 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 $227,463.25

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 #4 – Bid Package #2

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NO: Four (4)
APPLICATION DATE: October 3, 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: September 1, 2023
PERIOD TO: September 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)		$	$493,355.00
5. RETAINAGE:			
a. 5% of Completed Work (Column D + E on G703)	$ 23,566.95		
b. 5% of Stored Material (Column F on G703)	$ 1,100.80		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$	$24,667.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$	$468,687.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	$241,224.00
8. CURRENT PAYMENT DUE		$	$227,463.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$3,881,072.75

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: October 3, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 3rd day of October, 2023.

Notary Public: Becky Driver

BECKY DRIVER
Commission # 425960-7
My Commission Expires
July 18, 2024

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 $ $227,463.25

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

ARCHITECT: FGM ARCHITECTS, INC

By:/Date: 10/09/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: 10/17/2023

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.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, TO ENTER INTO A LEASE AND MAINTENANCE AGREEMENT WITH XEROX FINANCIAL SERVICES, LLC. FOR COPY MACHINES

DEPARTMENT: Finance

PROPOSED ACTION: Approval of a Resolution to enter into a lease and maintenance agreement for copy machines.

BACKGROUND: The City is currently in need of obtaining new copy machines for their different departments. The lease agreement is a 60-month lease and maintenance agreement to provide six new Xerox copiers.

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

Finance Approval:

Signature: Belen Pena **Date:** 10/13/23

RECOMMENDATION: Staff recommends approval of the lease and maintenance agreement for the six copiers.

ATTACHMENTS: (1) Resolution (2) Lease agreement document

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

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

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MASTER LEASE AGREEMENT XEROX FINANCIAL SERVICES LLC; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Article II in the City Charter outlines the Powers of the City, which grants the city the ability to contract and be contracted with; and,

WHEREAS, the City of Elgin is hereby authorized to lease copy machines from Xerox Financial Services, LLC., for the use of the City departments on the terms and conditions set out in the lease agreement which for the purpose of identification has been placed as Exhibit A; and,

WHEREAS, the term of the lease agreement is for 60 months, which includes equipment and maintenance of the equipment; and,

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Xerox Financial Services, LLC; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. 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 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

STATE AND LOCAL GOVERNMENT MASTER LEASE AGREEMENT

EXHIBIT A

xerox™

Supplier Name & Address: Xerox Business Solutions Southwest 8200 I-10 ste 325 San Antonio TX 78230	Master Agreement No:
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851	

CUSTOMER INFORMATION

Full Legal Name: City of Elgin		Phone Number: 512-229-3218	
Billing Address: 310 N Main Street	City: Elgin	State: TX	Zip: 78621
Contact Name: Belen Pena	Contact Email: belen.pena@elgintexas.gov		

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	Federal Tax ID: (Required) 74-6000822
Print Name:	Title:	

OWNER ACCEPTANCE

Accepted By: **Xerox Financial Services LLC**	Name and Title:

TERMS & CONDITIONS

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Supplier" means the entity identified as "Supplier" on one or more Schedules related to and incorporating this Agreement executed by the Parties from time to time ("Schedule"). "Acceptance Date," for each Schedule, means the date You irrevocably determine Equipment under a Schedule has been delivered, installed and operating satisfactorily. "Agreement" means this Master Lease Agreement, including one or more Schedules. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified as such in any Schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" mean the applicable excess image/print charges on a Cost per Image Schedule. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the periodic Lease or Payment specified in one or more Schedules, which includes Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS, and may include the fixed component of maintenance charges payable to Supplier under the Maintenance Agreement and Excess Charges (unless otherwise agreed by You, Supplier and XFS). "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee per Schedule of $125 billed on Your first invoice which You agree to pay, covering the origination, documentation, processing and other initial costs. "Party" means You or XFS, and "Parties" means both You and XFS. "Term" means the Interim Period, if any, together with the Initial Term for each Schedule plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You under one or more Schedules and You agree to lease same from XFS. XFS may refuse to pay Supplier for Equipment, whether or not the Equipment has been delivered to You, if (i) there shall be, in Our reasonable judgment, a material adverse change in Your financial condition or credit standing since the date of Our approval of the transaction, or (ii) You fail to provide any documents as We may reasonably require within 10 days of Our request, including but not limited to releases, subordinations, financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. **If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 10% of the amount due or $25. We will make any required adjustment aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof.** For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and You will comply throughout the applicable Term with any applicable license and/or other agreement ('Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier no later than 30 days after the applicable Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NEITHER THIS AGREEMENT NOR ANY SCHEDULE CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY A, L OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, XFS, OR ANY THIRD PARTY. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; **provided, however, that Your obligations hereunder shall continue unabated.**

5. End of Agreement Options. Schedules may have stated or no purchase options. If a $1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If the purchase option is designated as a Fixed Purchase Amount, at the end of the Initial Term XFS will invoice You, and You will be obligated to pay, the applicable Fixed Purchase Amount, plus Taxes. For any other purchase option designated, if You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term, or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due under this Agreement, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for month-to-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the third sentence of this Section. The purchase options shall be exercised, and the Fixed Purchase Amounts paid, with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED HEREIN.** XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location specified on the first page hereof or in the applicable Schedule, and You agree to execute Delivery & Acceptance Certificates at Our request (and confirm same via telephone or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations under the applicable Schedule. Equipment may not be moved to another physical address or removed from service without Our prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agents to inspect Equipment and any related maintenance records during Your normal business hours upon reasonable notice. You represent You have entered or will enter into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under the Maintenance Agreement.** XFS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Equipment Ownership, Labeling and UCC Filing. If an FMV purchase option is applicable, the Equipment subject thereto (except the Software) shall be and remain XFS's sole and exclusive property; You shall have no right, title or interest therein except as expressly set forth herein. If and to the extent a court deems any Schedule to be a security agreement under the UCC, and otherwise for precautionary purposes only, You shall be deemed to have granted XFS, as of the applicable Schedule date, a first priority security interest in the Equipment as defined above in order to secure Your performance under this Agreement and each Schedule. XFS is and shall remain the sole Owner of the Equipment, except the Software, and XFS may label the Equipment to identify Our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements, not to exceed $75. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refiling or amendment to XFS's UCC financing statements against You becomes necessary.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT, ANY SCHEDULE, OR ANY OF YOUR RIGHTS OR OBLIGATIONS THEREUNDER (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however, XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit payments due under one or more Schedules to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations under this Agreement or any Schedule. For the express and limited purpose of pledging, assigning, securitizing, granting participations in, or otherwise disposing of this Agreement or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Agreement, shall constitute a separate Agreement for such purposes.

10. Taxes. You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, any Schedule, or the amounts payable thereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Initial Term unless You require otherwise. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all personal property taxes on the Equipment. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. If a $1 purchase option or Fixed Purchase Option is applicable, You will file all personal property tax returns covering the Equipment and will pay the personal property taxes levied or assessed thereon. Upon XFS's request, You shall provide XFS with copies of all such personal property tax returns, together with evidence of payment therefor. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR ANY SCHEDULE.

11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and the Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment and agree that You will contact each manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE HEREUNDER.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. Unless prohibited by applicable law, You assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance, rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default under this Agreement and any applicable Schedule if XFS does not receive any Payment within 30 days after its due date, or You breach any other material obligation under this Agreement, any related Schedule or any other agreement with XFS. If You default, and such default continues for 10 days after XFS provides notice to You, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting the Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following; as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws or Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) plus all the Payments remaining in the Term, discounted at the Discount Rate to the date of default, (iii) plus (if an FMV purchase option is applicable) the Equipment's booked residual, or if not purchased, require You to return the Equipment as provided in Sections 5 and 6 hereof and (iv) all Taxes. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, agree to (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with Us named as loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to Us and to include Us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement (or at commencement if We so elect), and thereafter upon Our written request. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Any insurance proceeds received will be applied at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at the Discount Rate, provided We elect to apply this option. **NO LOSS OR DAMAGE TO EQUIPMENT, OR OUR RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT OR THE APPLICABLE SCHEDULES. You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

15. Meter Readings and Annual Adjustments. This Section applies solely to "Cost Per Image" Schedules. You agree that Meter Reading submittal will be covered by the corresponding Maintenance Agreement. At any time after 12 months from each Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

16. Finance Lease and Customer Waivers. Unless the applicable Schedule is designated to have a $1 purchase option, the parties agree that each Schedule shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. Authorization of Signer and Credit Review, Incorporation of Policies. This Agreement and each Schedule has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement and each Schedule has the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies and the ethics and compliance policies found at https://www.xerox.com/en-us/about/corporate-citizenship/ethics, and that such policies shall control over any similar Customer policies in force.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement and each Schedule constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement or any Schedule and are not binding on the Parties. You agree that an executed copy of this Agreement and each Schedule that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Agreement or any Schedule constitute UCC chattel paper, no security interest in this Agreement or any Schedule may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH SCHEDULE EXCLUSIVELY GOVERN THE TRANSACTIONS DOCUMENTED THEREIN. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT OR ANY SCHEDULE. **NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement or any Schedule. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, ANY SCHEDULE, OR OTHERWISE RELATING THERETO, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability and Indemnification" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement and the applicable Schedule(s). Notices under this Agreement must be in writing. Notices to You will be sent to Your Billing Address, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number or electronic address You provide to Us. If a court finds any term of this Agreement or Schedule unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement or Schedule as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Schedule that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed under this Agreement or the applicable Schedule or refunded to You.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate the corresponding Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) We have received written notice from You at least thirty (30) days before the Termination Date. At Our request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the corresponding Equipment to the Dealer (or such other party as We may designate).

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government Master Lease Schedule - Cost Per Image

xerox™

Supplier Name-Address: Xerox Business Solutions Southwest 8200 I-10 Ste 325 San Antonio TX 78230	Master Lease Agreement Number:
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851	Schedule Agreement Number:

CUSTOMER INFORMATION

Full Legal Name: City of Elgin		Phone: 512-229-3218
Billing Address: 310 N Main Street		
City: Elgin	State: TX	Zip Code: 78621
Contact Email: belen.pena@elgintexas.gov	Contact Name: Belen Pena	Customer PO# (optional):

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox C8170 -City Hall 310 N Main Street		
1	Xerox C8145 -Rec Center 361 North Hwy 95		
1	Xerox C8145 -Community Services 802 N Ave C		
1	Xerox C8145 Finance 310 N Main Street		
1	Xerox C8145 Library Back Office 404 N Main Street		
1	Xerox C8135 City Hall Upstairs 310 N Main Street		

☐ See Attached Schedule A Equipment Location (if different from Billing Address):

METER AND/OR POOL INFORMATION:

Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
BW	12,000	0.0055			
Color	24,000	.04			

Excess Image Charge Billing Frequency (Monthly if not noted): ☐ Monthly ☒ Quarterly ☐ Other

TERM	PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)
Initial Term: (in months) 60	Payment (plus applicable taxes): $ 2,036.00 Frequency: ☒ Monthly ☐ Quarterly ☐ Annually	☒ Fair Market Value ("FMV") ☒ $1.00

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED SIGNER, ARE ENTERING INTO A NON-CANCELABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS ON PAGES 1 AND 2 OF THE MASTER LEASE AGREEMENT.

Authorized Signer X:	Date:	**Federal Tax ID # (Required)**: 74-6000822
Print Name:	Title:	

OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:

TERMS & CONDITIONS

Pursuant to that State and Local Government Master Lease Agreement Number indicated above ("Agreement") between you and XFS, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby agree to Lease such Equipment from XFS effective the Acceptance Date corresponding to this Schedule for the Term specified above, and you agree to pay XFS the Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Agreement and all of the terms used herein which are defined in the Agreement shall have the same meaning as so defined.

XBS Southwest ("Company")
SALES AND SERVICE AGREEMENT

DEAL #: 512121

BILL TO		SHIP TO *	
CUSTOMER NAME: City of Elgin		CUSTOMER NAME: City of Elgin	
ADDRESS: 310 N Main Street		ADDRESS: 310N Main Street	
CITY, STATE, ZIP: Elgin, Texas 78621		CITY, STATE, ZIP: Elgin, Texas 78621	
BILL TO CONTACT PERSON: Belen Pena	BILL TO PHONE NUMBER: 512-229-3218	SHIP TO CONTACT PERSON: Belen Pena	SHIP TO PHONE #: 512-229-3218
BILL TO EMAIL: belen.pena@elgintexas.gov	BILL TO FAX #:	SHIP TO EMAIL: belen.pena@elgintexas.gov	SHIP TO FAX #:

TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE

*** IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES**

SALES PERSON	CUSTOMER PURCHASE ORDER NUMBER	CONTRACT
Betty Rice		☑ NEW ☐ ADD ☐ REPLACE CONTRACT #:

PRODUCTS

QTY	MODEL/PRODUCT#	DESCRIPTION	LOCATION	TOTAL PRICE
1	C8170H	BW/Color MFD	City Hall - 310 N Main Street Elgin TX	included in lease
1	C8145H	BW/Color MFD	Rec Center - 361 North Hwy 95 Elgin TX	
1	C8145H	BW/Color MFD	Community SErvices - 802 N Ave C Elgin TX	
1	C8145H	BW/Color MFD	Finance - 310 N Main Street Elgin TX	
1	C8145H	BW/Color MFD	Library Back Office -404 N Main Street Elgin TX	
1	C8135H	BW/Color MFD	City Hall Upstairs - 310 N Mian Street Elgin TX	

☐ See Product Schedules ☐ SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM

SUBTOTAL	
SPECIAL SERVICES FEES	
OTHER ADJUSTMENTS	Tax Exempt
CASH AMOUNT	
Total Monthly Payment	

NOTES / ADJUSTMENTS DETAILS

CONTRACT TYPE

☐ CASH SALE ☐ RENTAL
☑ LEASE ☐ MAINTENANCE ONLY

EFFECTIVE DATES

Term in Months: 60
Proposed Start Date: October 2023
Actual start date based on delivery or lease commencement

TRANSACTION TYPE

$1 Buyout

CONTRACT TERMS:

- ☑ All parts, labor, drums and supplies; excluding paper and staples
- ☐ All parts and labor; including drums; excluding supplies, paper and staples
- ☑ Includes other (indicate) staples included

NOTES

From commencement of new lease agreement, Customer will have no further obligations on lease numbers (list below), and any open invoices or taxes will be invoiced separately by XBSSW.

CONTRACT RATES ☐ CHARGES INCLUDED IN LEASE PAYMENT

MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY BASE	BILLING FREQUENCY OVERAGE
Pooled	12,000	.0055	24,000	.04				Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly

METER AND SUPPLY TECHNOLOGY ☑ XDA/XDM ☐ DECLINE

TECHNOLOGY CONTACT PERSON	TECH APP PHONE #
Belen Pena	512-229-3218
TECH EMAIL: belen.pena@elgintexas.gov	

PRIMARY METER CONTACT

METER CONTACT PERSON	METER PHONE #
Belen Pena	512-229-3218
METER EMAIL: belen.pena@elgintexas.gov	METER FAX #:

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION ☐ SEE SOW FOR DETAILS	TOTAL PRICE
		N/A	

Customer Acceptance

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:
SIGNER'S NAME (printed):
TITLE:
DATE:

Sales: Betty Rice
DATE: 9-20-2023

CEC approved V2022-1 effective 11/15/2022

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;-or

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease;-or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or $25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws**. Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases..

13. **INTELLECTUAL PROPERTY.**

a. CUSTOMER'S CONTENT AND CUSTOMER ASSETS. Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.

b. XEROX TOOLS. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.

c. LIMITED LICENSE TO ASSESSMENTS AND REPORTS. Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.

d. NO GRANTS TO CUSTOMER. Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.

14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.

15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.

20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.

21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

22. **Warranty to Execute**. Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.

23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION: Review and consideration of a Resolution formally nominating persons as candidates for the Board of Directors of the Travis Central Appraisal District for a two -year term to begin January 1, 2024.

BACKGROUND:
As a member of and taxing unit within Travis Central Appraisal District (TCAD), the City retains a designated number of votes utilized to nominate and select members of the TCAD's governing body, the Board of Directors. The TCAD provides property appraisal services to the City for purposes related to assessing ad valorem taxes on City property owners. Each voting unit may nominate individuals by written resolution and submit it to the Chief Appraiser before October 31, 2023.

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

RECOMMENDATION:
Consideration of the Resolution formally nominating persons as candidates for the Board of Directors of the Travis Central Appraisal District for a two -year term to begin January 1, 2024; and direction to staff, if any, as deemed appropriate.

ATTACHMENTS: (1) Resolution (2) Correspondence

{ } 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, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City of Elgin is a taxing unit within the Travis Central Appraisal District (TCAD); and,

WHEREAS the Texas Property Tax Code allows tax jurisdictions to nominate up to five people to serve on the Board of the Travis Central Appraisal District for a term of office of one year beginning January 1, 2024; and,

WHEREAS, the City of Elgin desires to nominate a person or persons to said Board.

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. Nominations for TCAD Board of Directors. The Mayor and City Council do hereby nominate the following person or persons for a position on the Board of Directors of the Travis Central Appraisal District.

____

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____

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

received 9/20/23

TRAVIS CENTRAL APPRAISAL DISTRICT

THE HONORABLE THERESA Y McSHAN, MAYOR
CITY OF ELGIN
310 N MAIN ST
P O BOX 591
ELGIN, TX 78621

September 18, 2023

The term of your current member of the Board of Directors of the Travis Central Appraisal District **ELIZABETH MONTOYA** will expire this year. Accordingly, the election of a member to the Board must be conducted this fall to select the person who will serve in that capacity for the term beginning January 1, 2024 to December 31, 2024.

To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing jurisdiction may not be a member unless they are also an elected official.

Your jurisdiction is defined to be in the eastern part of the County and eligible to vote. A complete list of those jurisdictions is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 31, 2023.

After nominations have been submitted, on or before November 7, 2023, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in eastern Travis County. The ballot must be returned to the Chief Appraiser by December 15, 2023.

On or before December 21, 2023, the Chief Appraiser will count the votes by such cities and school districts, declare the results thereof, and submit the same to the governing bodies of each city and school district, and to each of the candidates nominated by such cities and school districts. In the event of a tie vote, according to the Property Tax Code, it will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by October 31, 2023 in the form of a resolution to the following address:

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,
Marya Crigler
Chief Appraiser
Travis Central Appraisal District

Representation	Jurisdiction	Presiding Officer
EAST	CITY OF CREEDMOOR	THE HONORABLE FRAN KLESTINEC
EAST	CITY OF ELGIN	THE HONORABLE THERESA Y McSHAN
EAST	CITY OF MANOR	THE HONORABLE DR. CHRISTOPHER HARVEY
EAST	CITY OF MUSTANG RIDGE	THE HONORABLE DAVID BUNN
EAST	CITY OF PFLUGERVILLE	THE HONORABLE VICTOR GONZALES
EAST	CITY OF ROUND ROCK	THE HONORABLE CRAIG MORGAN
EAST	COUPLAND ISD	CRYSTAL WARD
EAST	DEL VALLE ISD	REBECCA A. BIRCH
EAST	ELGIN ISD	BYRON MITCHELL
EAST	MANOR ISD	MONIQUE CELEDON
EAST	PFLUGERVILLE ISD	RENAE MITCHELL
EAST	ROUND ROCK ISD	AMBER FELLER
~~EAST~~	~~VILLAGE OF SAN LEANNA~~	~~THE HONORABLE MOLLY QUIRK~~
EAST	VILLAGE OF WEBBERVILLE	THE HONORABLE HECTOR GONZALES
EAST	CITY OF CREEDMOOR	THE HONORABLE FRAN KLESTINEC
EAST	CITY OF ELGIN	THE HONORABLE THERESA Y McSHAN
EAST	CITY OF MANOR	THE HONORABLE DR. CHRISTOPHER HARVEY
EAST	CITY OF MUSTANG RIDGE	THE HONORABLE DAVID BUNN
EAST	CITY OF PFLUGERVILLE	THE HONORABLE VICTOR GONZALES

From:	Jennifer Stubbs
To:	Marya Crigler
Cc:	Tom Mattis
Subject:	RE: TCAD Board Nominations
Date:	Tuesday, October 17, 2023 5:17:00 PM
Attachments:	image001.png

Thank you for confirming.

Kind regards,

Jennifer Stubbs, TRMC
City Secretary
City of Elgin
512-229-3222
Jennifer.stubbs@elgintexas.gov

From: Marya Crigler <mcrigler@tcadcentral.org>
Sent: Monday, October 16, 2023 8:33 AM
To: Jennifer Stubbs <jennifer.stubbs@elgintexas.gov>
Cc: Tom Mattis <tom.mattis@elgintexas.gov>
Subject: RE: TCAD Board Nominations

Not that I am aware of.

Thanks,
Marya

From: Jennifer Stubbs <jennifer.stubbs@elgintexas.gov>
Sent: Thursday, October 12, 2023 5:13 PM
To: Marya Crigler <mcrigler@tcadcentral.org>
Cc: Tom Mattis <tom.mattis@elgintexas.gov>
Subject: TCAD Board Nominations

Hi Marya,
We received the letter from you regarding the TCAD Board of Directors. Has there been any interest from citizens in Elgin who would like to be nominated for the TCAD Board who meet the qualifications? Thank you!

Kind regards,

Jennifer Stubbs, TRMC
City Secretary
City of Elgin
512-229-3222
Jennifer.stubbs@elgintexas.gov

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NATIONAL SIGN PLAZA AND MAKING CERTAIN FINDINGS RELATED THERETO.**

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION: Take action on resolution.

BACKGROUND:

National Sign Plaza provides all aspects of signage related to residential developments in the community. These signs replace the scattered and temporary signs that are seen throughout Elgin especially on the weekends directing people to home builders and subdivisions. National Sign Plaza works directly with the builders, manages the signs and fees are paid to city of Elgin for the sign service. These are seen throughout the area, for example Hutto.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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. _____________

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NATIONAL SIGN PLAZA AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, through its code of ordinances, Chapter 32, Section 32-331 set forth to establish regulations and standards for construction, maintenance and removal of signs and;

WHEREAS, the City of Elgin desires to improve safety and notifications to the traveling public by reducing temporary signs for home builders in the right of way; and

WHEREAS, National Sign Plaza is a qualified company to implement a signage program throughout the community that will direct the public to new home builders, subdivisions and points of interest;

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with National Sign Plaza as described in the contract attached.

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

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

PASSED AND ADOPTED this 24th day of October, 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") is entered into by and between the City of Elgin, Texas (the "City'), a Texas home-rule municipality, and National Sign Plazas, Inc., a California corporation ("Contractor') (collectively, the "Parties").

WHEREAS, the City's sign regulations permit the City to install directional signs within its rights-of-way, including the type of signs that are the subject of this Agreement; and

WHEREAS, the City of Elgin desires to initiate an exclusively City-controlled program ("Sign Plaza Program") to locate certain types of signs ("Plaza Signs") within public right of way or on public property for the purpose of providing direction to subdivisions, developers, homebuilders, and public facilities within the City's corporate limits or its extraterritorial jurisdiction ("ETJ"), and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas with experience and expertise in assisting municipalities to establish efficient, effective and high-quality municipally-controlled directional sign program and that the goods, services and workmanship; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to act as the City's leasing agent and lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders to be divided between Contractor and the City in accordance with this Agreement; and

WHEREAS, Contractor submitted a proposal that meets the City's needs;

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, the City and Contractor agree as follows:

1 . Recitals. The Recitals above are hereby incorporated into this Agreement by reference.

2. Contract Documents. The parties shall meet and comply with all of their respective obligations under the terms, conditions and specifications contained in the Contract Documents. The Contract Documents, which set forth the entire understanding and agreement of the Parties, are as follows:

   (a) This Agreement;

   (b) Exhibit A-I: Primary Sign Plaza schematic and specifications;

   (c) Exhibit A-2: Community Sign Plaza schematic and specifications; and

   (d) Exhibit A-3: Neighborhood Sign Plaza schematic and specifications.

3. Scope of Work. Contractor shall administer certain aspects of the Sign Plaza Program by performing the work set forth in the Contract Documents (the "Work"). The Work shall be performed in a professional and safe manner and, in general, the Work shall consist of the following:

(a) Construct, install, maintain and repair approved Sign Plazas and sign panels, subject to approval by the City; and

(b) Contract with developers and/or homebuilders for the lease of sign panels (each such lease being referenced hereinafter as a "Private Lease"), subject to approval by the City; and

(c) Assist the City in determining appropriate locations for Sign Plazas; and

(d) Assist the City with identifying and removing all illegal off-premise signage; and

(e) Attend meetings as necessary with City staff and other persons when necessary to perform the Work; and

(f) Collect all lease payments and remit to the City, on a quarterly basis, an administrative fee as specified in Paragraph 7.(b) of this Agreement; and

(g) Meet its other obligations as set forth in the Contract Documents and undertake all incidental tasks that are necessary in order to complete the Work.

4. Definition. Purpose of Sign Plaza.

(a) Definition. For the purposes of this Agreement, a "Sign Plaza" is a structure placed in public right of way either within the City limits or its extraterritorial jurisdiction with approval by the City and other jurisdictions as applicable and displays sign panels in accordance with this Agreement.

(b) Purpose of Sign Plazas. The purpose of Sign Plazas is to provide municipal control over a program that provides direction for homebuyers, visitors, tourists, emergency service personnel, and the like, to the location of subdivisions, housing developments, homebuilders and public facilities within the City's corporate limits and/or ETJ, while discouraging the placement of unsightly and hazardous off-site directional signs.

5. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture or replace and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:

(a) Sign Plaza Structures shall not exceed eight (8) feet above average grade on roadways adjacent to state right-of-way. Structures are more completely described in exhibits A-2 and A-3

(b) Sign Plaza Structures shall not exceed eight (8) feet above average grade on all arterial roadways as defined by the City, structures are more completely described in Exhibit A-2 and Exhibit A-3.

(c) Sign Plaza Structures shall not exceed four (4) feet above average grade on all collector roadways as defined by the City. Structures are more completely described in Exhibit A-3.

(d) Sign Plaza Structures shall not be placed within any historic district(s) as defined by the City or any other road system not defined as an arterial or collector by the City, this includes road systems in its extraterritorial jurisdiction. See also Section 6.

(e) Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, double-sided, if necessary.

(f) A City topper panel will be designed for the City, shall be prominently displayed at the top of all Sign Plazas installed under this Agreement, and shall be visible on any side of a Sign Plaza which displays directional sign panels.

(g) The color of all Sign Plazas shall be determined by the City.

(h) Subject to subsection (j), below, each sign pane} shall contain only an appropriate directional arrow (and, if appropriate, directional information) and the name of one of the following: (1) a residential community; (2) a residential subdivision; (3) a homebuilder that currently has for sale lots and/or homes in the City or the City's ETJ; (4) a public facility owned or controlled by the City; (5) a development corporation created by the City; or (6) any commercial or mixed-use development; provided, however, that the City's advance written approval is required for participation by any such commercial or mixed-use development.

(i) Further, and also subject to subsection (j), below, all sign panels shall be uniform in size as approved by the City and no logos other than the City's logo shall be permitted on the header panel. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, local business and logo, the builder or developer's name and/ or logo, the builder or developers recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are not allowed. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

(j) Notwithstanding the foregoing or any other provision of this Agreement, the requirements and restrictions related to sign panels can be waived by the City to authorize logos and/or recognized color schemes associated with any of the entities or items listed above in subsection (h)(1)-(6), above. Such authorization can be made conditional on other requirements and is only effective if it is in writing, includes a true-to- color graphical depiction of the requested logo and/or color scheme and is signed by the City Manager. Any sign panel allowed under such authorization must be removed and replaced by Contractor if and when the City determines at its discretion that the sign panel as installed departs in appearance from the characteristics as shown in the written authorization.

(k) Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.

(l) No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.

(m) Sign Plaza locations shall be approved and designated only by the City with the assistance of Contractor.

(n) At the City's request and direction, Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City. At the City's request and direction, Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County. Contractor shall provide, at no cost to the City, the equivalent of not less than ten percent (10%) of all

permitted Sign Plazas to the City for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, City and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

(o) Contractor shall provide to the City: (1) a semi-annual inventory report of existing installed sign panels; and (2) full and correct copies of each Private Lease that it enters into with respect to a Sign Plaza or sign panel under this Agreement.

(p) Contractor shall, at its sole cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.

(q) Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.

(r) Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with materials comparable to 3M High Performance Vinyl.

(s) Individual sign panels on a Primary Sign Plaza shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on a Community Sign Plaza shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Sign Plaza shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.

6. Number, Placement and Type of Sign Plazas. The City has sole discretion to determine the number, type and placement (location) of the Sign Plazas installed under this Agreement. With respect to each new housing community, Contractor shall provide a written plan for approval by the City showing precisely the proposed locations of all Sign Plazas based on each location where homebuyers would require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. Subject to City approval of such plan(s), one or more Sign Plazas, located at least one hundred (100) feet apart, shall be installed to accommodate directional sign panels. The plans referenced in this Paragraph must be delivered to the City no later than thirty (30) days after the City provides notice requesting such plans. Contractor may submit to City at any time during the term of the Agreement subsequent requests for the approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.

7. Price and Payment Schedule. The price and payment schedule for Sign Plazas shall be as follows:

(a) Contractor will install the Sign Plazas and rotate City panels at no cost to the City.

(b) Contractor will collect, and remit to the City, an administrative fee of $10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on Contractor's fiscal cycle, beginning October 1 and ending September 30.

8. Term of Agreement and Termination of Agreement.

(a) The term of this Agreement is five (5) years.

(b) Renewal. At the end of the term, this Agreement may be renewed by mutual written and fully executed agreement of the parties for a mutually agreeable term. Contractor shall not allow any Private Lease to extend beyond or grant any rights with regard to the placement of sign panels beyond the term of this Agreement.

(c) Termination. This Agreement may be not be terminated by either party before the end of the term, except that a party may terminate this Agreement by providing a notice of termination at any time after: (1) a default remains uncured after the Cure Period set forth in Paragraph 18 of this Agreement; or (2) the occurrence of a breach that is not subject to being cured. If the City terminates this Agreement due to Contractor's breach or uncured default, Contractor agrees that all installed Sign Plazas and sign panels shall remain in place and shall become the property of the City and all Private Leases still in effect shall be deemed assigned by Contractor to the City and any receivables under such Private Leases shall be deemed the property of the City. Further, in the event of such termination, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect. Still further, in the event of such termination, at the City's option, Contractor shall remove or pay for the complete removal of any and all Plaza Signs and shall restore or pay for the restoration of the placement site to its original condition. In the event that the City requires Contractor to remove any Plaza Sign under this subsection, the ownership of the removed Plaza Sign shall vest in Contractor.

9. <u>Placement of Sign Panels and Private Lease(s)</u>. After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements—which must be governed by Private Leases—as well as the exclusive right to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.

(a) Contractor agrees to offer and place sign panels for homebuilders, developers, residential communities/subdivisions and other developments if authorized by the City. Contractor further agrees to use Contractor's best efforts to place all available sign panels.

(b) Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor may include in any Private Lease an annual lease rate increase as determined by the Consumer Price Index.

(c) Contractor agrees to manage and maintain at its sole expense all aspects of the placement of the sign panels, including entering into Private Leases and performing all related billing, fee collections, and payment of any applicable taxes and fees.

(d) Contractor will remit to the City on a quarterly basis the amount of the City's Administrative Fee as specified in Paragraph 7 (b) of this Agreement.

(e) Contractor agrees to provide an annual report to the City pertaining to the number of sign panels installed within the City, the amount billed for each panel, the amount collected by Contractor for each sign panel, and the amount that Contractor has paid to the City for each sign panel.

(f) Contractor agrees that in no event will the City be liable for any fee payment or other fees or liabilities related to any Private Lease or placement of the sign panels. Contractor further agrees that each Private Lease shall: (1) be in writing; (2) consistently refer to Contractor as "Lessor' and to the lessee as "Lessee"; (3) be signed by the lessee; and (4) contain an indemnity/hold-harmless clause that requires the lessee to fully indemnify, defend, and hold harmless the City as set forth in this subsection. Said clause shall be set forth as a material term of each Private Lease and shall be made conspicuous by its text being bolded, underlined and in upper case lettering, and shall state as follows:

"NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE, AND AS ONE OF LESSEE'S MATERIAL OBLIGATIONS UNDER THE LEASE, LESSEE SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ELGIN, TEXAS, AND ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST: (1) ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, OR OTHER PROCEEDINGS OR ACTIONS SEEKING DAMAGES, AS WELL AS ANY AND ALL JUDGMENTS AWARDING DAMAGES, WHEN ANY SUCH DAMAGES ARE CAUSED BY, OR ARE ALLEGEDLY CAUSED IN WHOLE OR IN PART, BY LESSOR'S BREACH OF THIS LEASE AND/OR LESSOR'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS, OR SUCH ACTS OR OMISSIONS BY LESSOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS REGARDLESS OF THE NATURE OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM RELATED IN ANY WAY TO OR BEING CONNECTED IN ANY MANNER WITH;(A) ANY INJURY, DEATH, PROPERTY DAMAGE, AND/OR ANY ECONOMIC LOSS SUFFERED BY THE LESSEE, ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND/OR EMPLOYEES; (B) ANY AND ALL ASSOCIATED ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES, AND LITIGATION EXPENSES RELATED TO ANY DAMAGES OR LIABILITY DESCRIBED IN (1A) IMMEDIATELY ABOVE, AND/OR RELATING TO ANY CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING ASSERTING SUCH LIABILITY AND/OR DAMAGES AGAINST THE CITY, ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES, UNLESS SAID CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING SEEKS DAMAGES SOLELY CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CITY OF ELGIN, TEXAS OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS; AND (C) ALL ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES, AND LITIGATION EXPENSES RELATED TO THE ENFORCEMENT OF SAID CITY'S RIGHTS AND THE LESSEE'S OBLIGATIONS UNDER THIS PROVISION, SOLELY FOR THE PURPOSE OF ENFORCING LESSEE'S OBLIGATIONS UNDER THIS PROVISION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE, INCLUDING BUT NOT LIMITED TO ANY PROVISION THAT COULD BE INTERPRETED TO INDICATE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS LEASE, THE CITY OF ELGIN, TEXAS, IS EXPRESSLY DESIGNATED BY LESSOR AND LESSEE AS A THIRD-PARTY BENEFICIARY OF THIS LEASE. LESSOR AND LESSEE UNDERSTAND AND AGREE THAT NOTHING IN THIS LEASE ACTS AS A WAIVER OF THE CITY'S IMMUNITY FROM SUIT OR LIABILITY OR ANY ADDITIONAL LIMITATIONS OR DEFENSES AVAILABLE TO THE CITY UNDER LAW. LESSOR AND LESSEE AGREE THAT THE SINGULAR OR PLURAL FORMS OF ANY WORDS USED IN THE FOREGOING PROVISIONS RELATED TO THE CITY OF ANNA, TEXAS, SHALL NOT BE INTERPRETED IN ANY MANNER TO LIMIT THE INDEMNIFICATION, PROTECTIONS, AND OTHER BENEFITS OTHERWISE AFFORDED THE CITY IN SAID PROVISIONS."

(g) Contractor agrees to include in all Private Leases that place sign panels under this Agreement an assignment clause which will assign Contractor's rights to fee payment to Agreement due to Contractor's default.

(h) Homebuilders, developers, and residential communities with sites located within the City's corporate boundaries and its extraterritorial jurisdiction, shall at all times during the term of this Agreement be allowed to participate in the Sign Plaza program with respect to those sites.

(i) Contractor agrees that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

10. <u>Maintenance of Sign Plazas</u>.

(a) Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.

(b) Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the City.

(c) Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week. This obligation must be met before the Contractor installs any Plaza signs under this Agreement.

(d) Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign panel will be replaced within five (5) business days of the written notification.

(e) Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.

(f) Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement, but in no event later than five (5) business days after discovery of the need to repair.

11. **<u>INDEMNIFICATION AND OTHER PROJECTIONS. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, AND AS ONE OF CONTRACTOR'S MATERIAL OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ELGIN, TEXAS, AND ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST: (1) ANY AND ALL CLAIMS, CAUSES OF ACTION SUITS AND OTHER PROCEEDINGS OR ACTIONS SEEKING DAMAGES - AS WELL AS ANY AND ALL JUDGMENTS AWARDING DAMAGES - WHEN ANY SUCH DAMAGES ARE CAUSED BY OR ARE ALLEGEDLY CAUSED, IN WHOLE OR IN PART, BY CONTRACTOR'S BREACH OF THIS AGREEMENT AND/OR CONTRACTOR'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF SUCH ACTS OR OMISSIONS BY CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS. REGARDLESS Of THE NATURE Of SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM, RELATED IN ANY WAY TO OR BEING CONNECTED IN ANY MANNER WITH; (A) ANY INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY ECONOMIC LOSS; () ANY AND ALL ASSOCIATED ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO ANY DAMAGES OR LIABILITY DESCRIBE IN (A). IMMEDIATELY ABOVE. AND/OR RELATING TO ANY CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING ASSERTING SUCH LIABILITY AND/OR DAMAGES AGAINST THE CITY, ITS OFFICIALS, OFFICERS, REPRESENTIVES, AGENTS, AND EMPLOYEES, UNLESS SAID CLAIM CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING SEEKS DAMAGES SOLELY CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS: AND, (3C) ALL ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO THE ENFORCEMENT OF THE CITY'S RIGHTS AND CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH. CONTRACTOR AGREES THAT NOTHING IN THIS AGREEMENT ACTS AS A WAIVER</u>**

<u>OF THE CITY'S IMMUNITY FROM SUIT OR LIABILITY OR ANY ADDITIONAL LIMITATIONS OR DEFENSES AVAILABLE TO THE CITY UNDER LAW. CONTRACTOR AGREES THAT THE SINGULAR OR PLURAL FORMS OF ANY WORDS USED IN THIS PARAGRAPH SHALL NOT BE INTERPRETED IN ANY MANNER TO LIMIT THE INDEMNIFICATION, PROTECTIONS, AND OTHER BENEFITS OTHERWISE AFFORDED THE CITY IN THIS PARAGRAPH.</u>

12. <u>Insurance</u>. Contractor shall be responsible for all injury or damage to persons and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its employees, subcontractors, agents or employees in connection with the Work and shall be responsible for all parts of the Work, both temporary and permanent. Contractor's obligations with regard to insurance under this Agreement include the following.

    (a) Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth in subsections (b)-(d), below. Contractor shall not commence the Work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by the Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least 30 days prior to the expiration or termination of such insurance. The policy shall name the City as an additional insured.

    (b) Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than $1 for each accident.

    (c) Comprehensive General Liability Insurance with bodily injury limits of not less than $1 for each occurrence and not less than $2,000,000 in the aggregate, and with property damage limits of not less than $1 for each occurrence and not less than $1 in the aggregate.

    (d) Automobile Liability Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $2,000,000 for each accident, and with property damage limits of not less than $1,000,000 for each accident.

    (e) Contractor shall furnish insurance certificates or insurance policies at the City's request to evidence such coverages. Except for workers compensation, the insurance policies shall name the City as an additional insured. All insurance policies shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to the City and Contractor. In such an event, Contractor shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

    (f) Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the City by any insurance maintained by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

    (g) Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

    (h) Without limiting the number or character of acts of omissions that may constitute a default under this Agreement, Contractor's failure to obtain, pay for, or maintain all of the required insurance shall constitute a default.

(i) Contractor shall furnish to the City Certificates of Insurance requiring thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

(j) If the insurance policies expire during the term of this Agreement, a renewal certificate or binder shall be filed with the City at least 30 days prior to the renewal date.

(k) All insurance required under this Agreement must be procured from an insurer licensed to do business in the State of Texas with a Best's rating of "A+, A, or A-". The policy must insure against perils including, but not limited to, earthquake, fire, extended coverages, windstorm, lightning, flood, and physical loss or damage, including theft, vandalism and malicious mischief.

13. Independent Contractor. Contractor shall, at all times during the term of this Agreement, be solely an independent contractor and not an agent, employee or representative of the City. The Work shall be strictly supervised by Contractor and Contractor bears full responsibility for any and all acts, errors or omissions of those engaged in the Work on behalf of Contractor, including, but not limited to, all subcontractors and their employees. The City shall have no control over the Work, and Contractor shall be solely responsible for and have sole control over all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that atl Work will strictly comply with the requirements of the Contract Documents. Any of the Work not strictly complying with the requirements of the Contract Documents shall constitute a breach of Contractor's warranty.

14. Notice.

(a) Any notice required to be given pursuant to this Agreement must be served upon the parties by certified U.S. mail, return receipt required, to,

CITY:

City of Elgin
Attn: Amy Miller
Community Services Director
301 N Main Street | PO Box 591
Elgin, TX 78621

with a copy to:

City Attorney:
Mark Schroeder
311 Talbot Street | P.O. Box 192
Taylor, TX 76574
Phone: (512) 365-6348 ext. 3 Fax: (512) 365.2226

mark@hejllawfirm.com

National Sign Plazas
Attn: Grant Hayzlett, President
16411 N. 90th, Suite 103
Scottsdale, AZ 85260
Telephone: 720-482-9293 Fax: 480-968-2988
with a copy to:

Attn: Patrick Fuller
715 Discovery Blvd, Suite# 309
Cedar Park, TX 78613
Telephone: (512) 670-3717

(b) Either party may change its addresses for notice by providing written notice of same to the other party via the manner set forth in subsection (a), above.

(c) Notice shall be deemed to be received three days after the deposit of same—properly packaged and addressed with fully prepaid postage—in a United States post office or official depository to be sent via certified U.S. mail, return receipt requested.

15. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the Work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which Contractor reasonably may not be expected to possess, without the City's prior written consent.

16. Miscellaneous. The Contract Documents represent the entire and integrated understanding and agreement between the City and Contractor and supersedes all prior negotiations, representations or Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the City of Elgin's city council at a public meeting. This Agreement shall be governed under Texas State law, and any action relating to the Agreement shall be brought only in Bastrop County, Texas. This Agreement is exclusively between the City and Contractor and shall in no way be interpreted as conferring any rights or benefits to any other parties.

17. Mutual Drafting. The City and Contractor each have had the opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

18. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business

days after the receipt of such notice in which to cure the default ("Cure Period"). Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law .Notwithstanding the above, insolvency or any filing by Contractor in any bankruptcy proceedings shall be deemed an automatic breach under this Agreement that is not subject to being cured.

19. Approvals. Whenever it is required under this Agreement for Contractor to obtain the City's approval or authorization with respect to the Contract Documents or any aspect of the work, such approval or authorization is only effective if it is in writing, describes the extent of the approval or authorization in reasonable detail and is signed by the City Manager or another person that the City Manager has designated in writing.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Elgin
301 N Main Street

PO Box 591
Elgin, TX 78621

National Sign Plazas, Inc.
2202 W. Huntington Dr.
Tempe, AZ 85282

By:

Thomas Mattis, City Manager

By:

Grant Hayzlett, President

Date:

ATTEST:

Jennifer Stubbs
City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

DEPARTMENT: City Council

PROPOSED ACTION: Discuss, consider, and select administration/project delivery service provider(s) to complete application and project implementation for the CDBG MIT-MOD funding administered by the Texas General Land Office.

BACKGROUND: Discussed at a previous meeting. Under the Regional Mitigation Program (COG MODs), Councils of Governments (COG) has developed a local Method of Distribution (MOD) allocating CDBG-MIT funds to eligible entities.

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

RECOMMENDATION: Acceptance authorizing the issuance of Request for Proposals and Qualifications for Grant Management Services and Engineering Services for the CAPCOG-MOD Funding.

ATTACHMENTS: Resolution

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

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

RESOLUTION NO. ____________

A RESOLUTION OF CITY OF ELGIN, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects; and,

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the GLO requirements; and,

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. <u>Findings.</u> That GrantWorks, Inc. is selected to provide application and project-related administration services for CDBG MIT-MOD program(s).

Section 2. <u>Authorization.</u> That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

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

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

PASSED AND ADOPTED this 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

DEPARTMENT: City Council

PROPOSED ACTION: Discuss, consider, and select engineering/architectural service provider(s) to complete application and project related engineering/architectural services for the CDBG MIT-MOD funding administered by the Texas General Land Office.

BACKGROUND: Discussed at a previous meeting. Under the Regional Mitigation Program (COG MODs), Councils of Governments (COG) has developed a local Method of Distribution (MOD) allocating CDBG-MIT funds to eligible entities.

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

RECOMMENDATION: Discuss, consider, and select engineering/architectural service provider(s) to complete application and project related engineering/architectural services for the CDBG MIT-MOD funding administered by the Texas General Land Office.

ATTACHMENTS: Resolution

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

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

RESOLUTION NO. ____________

A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced with federally-funded projects; and,

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering/architectural services has been completed in accordance with GLO requirements; and,

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. Findings. That TRC Engineers, Inc. be selected to provide application and project-related professional engineering/architectural services for the CDBG MIT-MOD program(s).

Section 2. Authorization. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of CDBG MIT-MOD funds and successful negotiation of a contract with the service provider.

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

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

PASSED AND ADOPTED this 24th day of October 2023

____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to Section §551.087 Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect

DEPARTMENT: City Manager/Economic Development

PROPOSED ACTION:
Consider information presented by staff in Executive Session.

BACKGROUND:
Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as "Executive Sessions." The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

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

RECOMMENDATION:
Consider information presented by staff in Executive Session; and direction to staff, if any, as appropriate.

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