



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
February 4, 2025
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
- 2. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 84627 (ELGIN BUSINESS PARK, LOT 2, ACRES 0.9960) BEING**

DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

VI. PUBLIC COMMENT

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

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

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

VII. CITY MANAGERS REPORT

- 1. Planning and Zoning Commission Quarterly Report**
- 2. Public Safety Advisory Committee Quarterly Report**
- 3. Economic Development Corporation Board Quarterly Report**
- 4. Parks Advisory Quarterly Report**
- 5. Parks Advisory Quarterly Report #2**
- 6. Expansion of County Line Road with acquired Right of Way from Elgin ISD**
- 7. CenterPoint Energy Transportation Service Rate Schedule No. T-93**

VIII. CONSENT AGENDA

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

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.
3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.
4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER FOR THE ROY RIVERS PROJECT PHASE IV ADDITIONAL ENGINEERING SERVICES, AND MAKING CERTAIN FINDINGS RELATED THERETO.
5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY ESTIMATE NO.2 FOR THE ROY RIVERS PROJECTS PHASE IV FOR ATLAS CONSTRUCTION CORP.; AND MAKING CERTAIN FINDING RELATED THERETO.
6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE PAY APPLICATION No. 36 FOR THE WASTEWATER PLANT EXPASNION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.
7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREMMENT WITH TRC ENGINEERS FOR ENGINEERING SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.
8. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER 16 FOR THE WASTEWATER PLANT EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.
9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER 5 FOR THE ELGIN POLICE DEPARTMENT STATION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.
10. Planning and Zoning Commission Board Member Appointment
11. City Council Work Session Meeting Minutes - August 27, 2024
12. City Council Regular Meeting Minutes - September 17, 2024
13. City Council Work Session Meeting Minutes - September 24, 2024
14. City Council Special Meeting Minutes - September 26, 2024
15. City Council Regular Meeting Minutes - January 7, 2025

IX. NEW BUSINESS

1. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION**
2. **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
3. **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 84627 (ELGIN BUSINESS PARK, LOT 2, ACRES 0.9960) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
4. **Discussion to take possible action regarding search process for city manager.**
5. **Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget**
6. **Charter Review Process Update**
7. **Council Members To Appoint Representatives for the Charter Review Committee**
8. **Direction to Staff Regarding the Police Pay Scale 2025**
9. **Bastrop County Advisory Board of Health Appointment**

X. EXECUTIVE SESSION

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

1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3223. Please provide forty-eight hours notice when feasible.

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, January 31, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in dark ink, appearing to read "Peyton Standifer". The signature is stylized with a large initial "P" and a cursive "Standifer".

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is requested or required at this time. This item is to allow for public comment on the proposed zoning change.

BACKGROUND:

The original zoning for these two lots in the Corlin Subdivision was/is C-3 Highway Commercial District. Mr. Harkins has operated his HVAC business from this location for many years. In 2016 Mr. Harkins secured a zoning change (Ordinance No. 2016-02-02-03) for the back portion of Lot 3 (green shaded area on the Rezoning Exhibit) from C-3 to I General Industrial District to be able to construct a 6,000 square foot warehouse for the purpose of fabricating HVAC components related to his business. Mr. Harkins would like to expand his operations and construct a new 5,400 square foot warehouse on the adjoining lot and has submitted an Amending Plat application to combine the lots. The Planning and Zoning Commission held the first of two required public hearings on this item on January 27, 2025, this is the second of the two required public hearings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance

2. 202400093 Vicinity Map

- { } 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.

ORDINANCE NO. 2025-02-04-

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "C-3" Highway Commercial District to "I" General Industrial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on January 27, 2025, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is "I" General Industrial District; and

WHEREAS, on the 4th day of February, 2025, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part

hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City's Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from "C-3" Highway Commercial District to "I" General Industrial District.

III.

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

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

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

READ, PASSED, and ADOPTED on first reading this the 4th day of February, 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

Z:\Shared\Paradise Engineers\Project\2024085 - Harkins Company\CADD\Initial\2024 12 06 - Harkins Company Rezoning Exhibit.dwg, SITE, December 09, 2024, 9:45 AM, udhu, 031x68

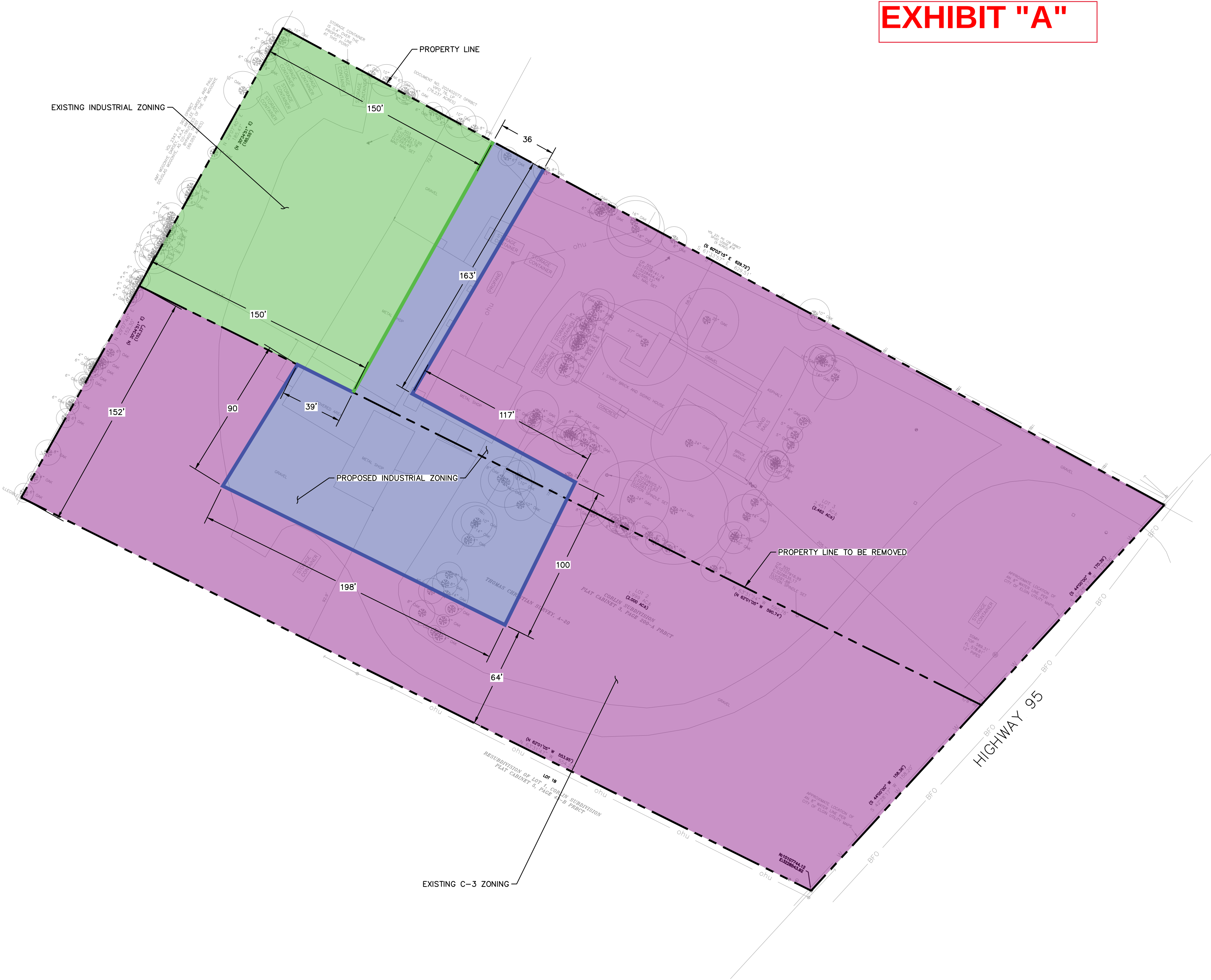
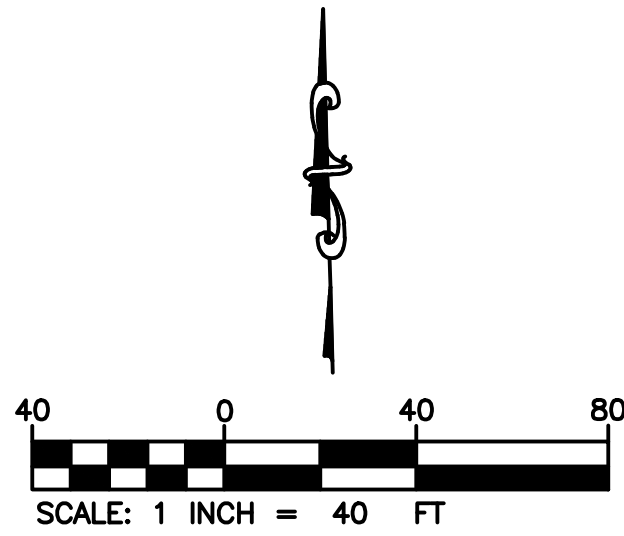


EXHIBIT "A"



LEGEND

- EXISTING INDUSTRIAL ZONING
- PROPOSED INDUSTRIAL ZONING
- EXISTING C-3 ZONING

REVISIONS

REVISION	DESCRIPTION	DATE
1	1ST SUBMITTAL TO CLIENT	OCT 14, 24

REZONING EXHIBIT

HARKINS COMPANY
618 STATE HIGHWAY 95
ELGIN, TX 78621

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON DECEMBER 9 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2024085		
SHEET 1 OF 1		

811

Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PARADISE ENGINEERS

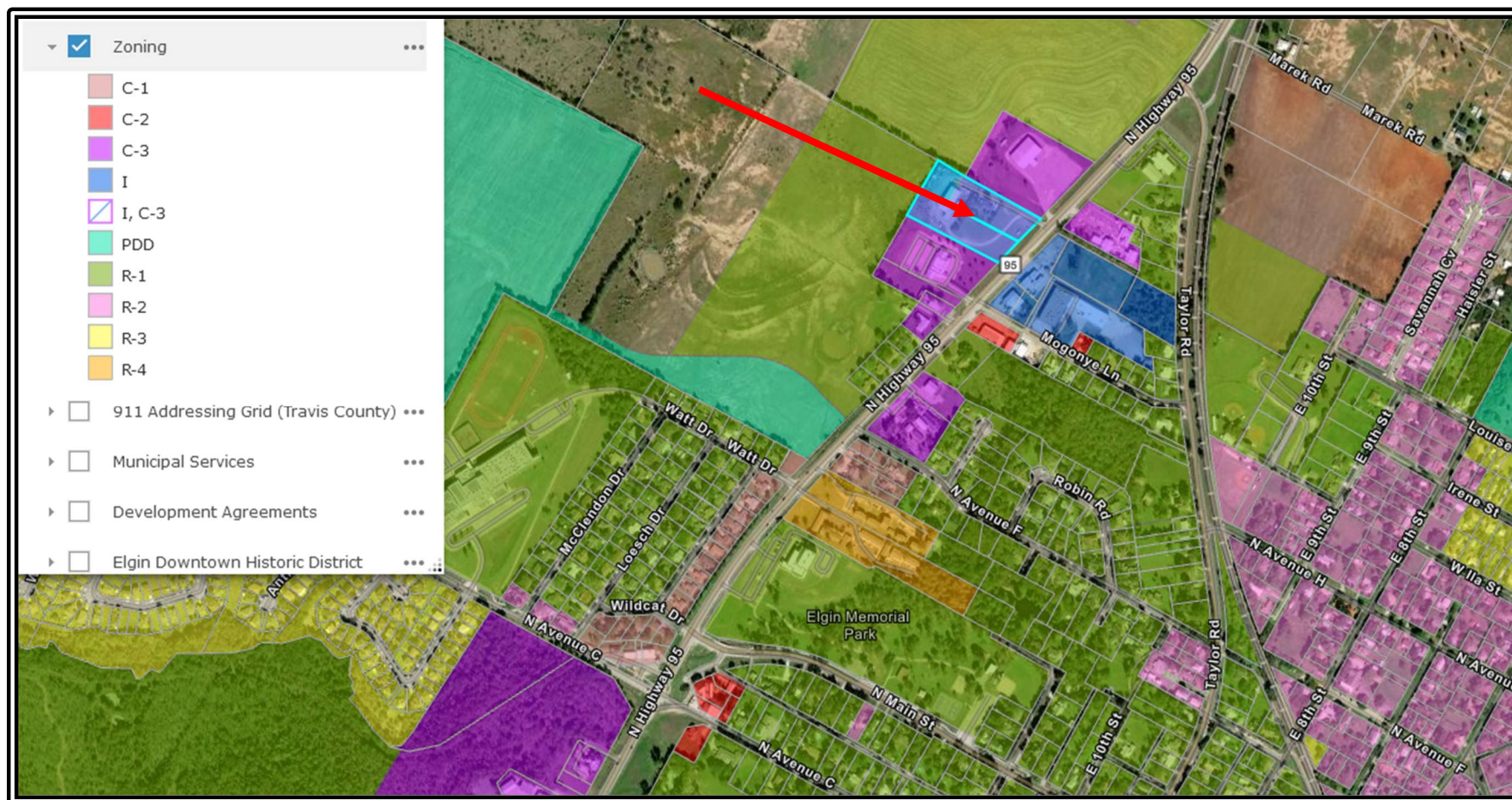
TYPE FIRM NO. F-2017

WWW.PARADISE-ENGINEERS.COM

PRELIMINARY NOT FOR CONSTRUCTION

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Vicinity Map





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 84627 (ELGIN BUSINESS PARK, LOT 2, ACRES 0.9960) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is requested or required at this time. This item is to allow for public comment on the proposed zoning change.

BACKGROUND:

See Staff Report

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance
2. 202400092 Vicinity Map
3. 202400092 Staff Report

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

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

{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.

ORDINANCE NO. 2025-02-04-_____

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 0.9960 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 84627 (ELGIN BUSINESS PARK, LOT 2) LOCATED ON THE CORNER OF SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit “A” attached hereto and incorporated herein, from I General Industrial District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its input, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on January 27, 2025, and

WHEREAS, the Planning and Zoning Commission has offered their input on the proposed change to the Official Zoning Map, and

WHEREAS, on February 4, 2025, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit “A” is classified as C-2 General Commercial District.

II.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 4th day of February 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

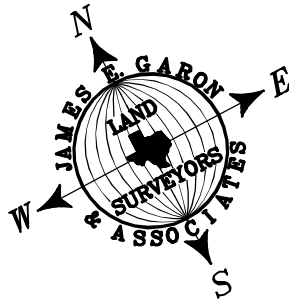
ATTEST:

PEYTON STANDIFER, City Secretary

EXHIBIT "A"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	49.94'	78.81'	70.89'	S 73°51'05" W

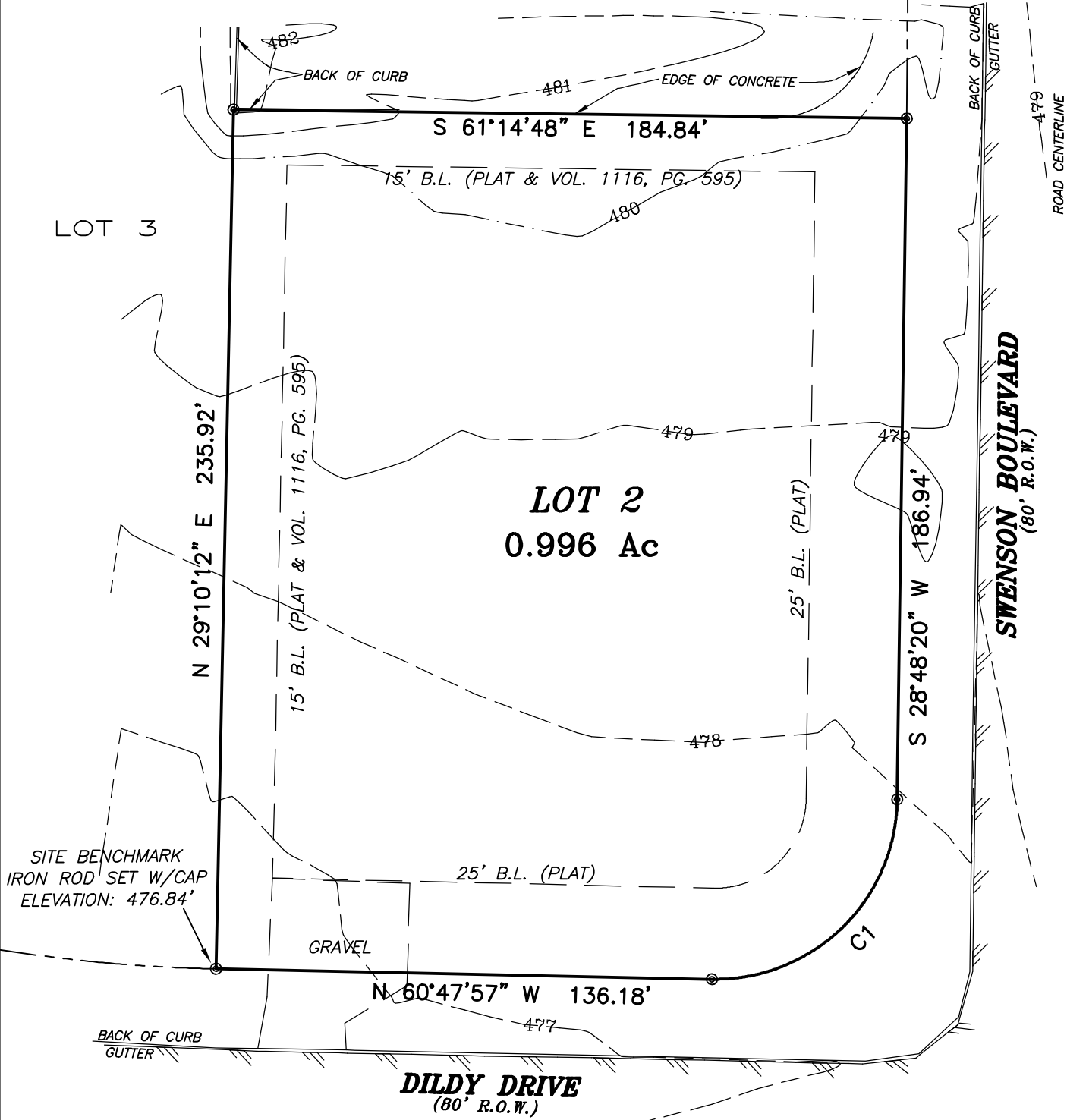


SCALE: 1"= 40'

BEARINGS SHOWN ARE GRID NORTH BASED ON GPS OBSERVATIONS FOR TEXAS STATE PLANE COORDINATE SYSTEM "CENTRAL ZONE" NAD83.

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP
- STAMPED J.E. GARON RPLS 4303
- 1/2" PIPE FOUND (UNLESS NOTED)
- IRON ROD W/CAP FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE
- (R.C.) RESTRICTIVE COVENANTS



SCHEDULE B ITEMS:

10(h) SUBJECT TO 25' BUILDING LINE(S) ADJACENT TO ANY ROAD, PLAT CABINET NO. 3, PG. 188-A & PLAT CABINET NO. 4, PG. 20-A, P.R.B.C.T.
10(i) NOT SUBJECT TO 35' BUILDING LINE(S) ALONG ANY STREET, AS RECORDED IN VOL. 1116, PG. 595, O.P.R.B.C.T.; WAS CHANGED TO 25' BUILDING LINE(S), AS RECORDED IN VOL. 1130, PG. 169, O.R.B.C.T.
10(j) SUBJECT TO 15' BUILDING LINE(S), AS RECORDED IN VOL. 1098, PG. 8 & VOL. 1116, PG. 595, O.R.B.C.T.
10(k) NOT SUBJECT TO 25' BUILDING LINE(S), AS RECORDED IN VOL. 1098, PG. 8 & VOL. 1116, PG. 595, O.R.B.C.T.

TO THE OWNERS, LIENHOLDERS AND INDEPENDENCE TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0075E EFFECTIVE JANUARY 19, 2006.

DECEMBER 10, 2024



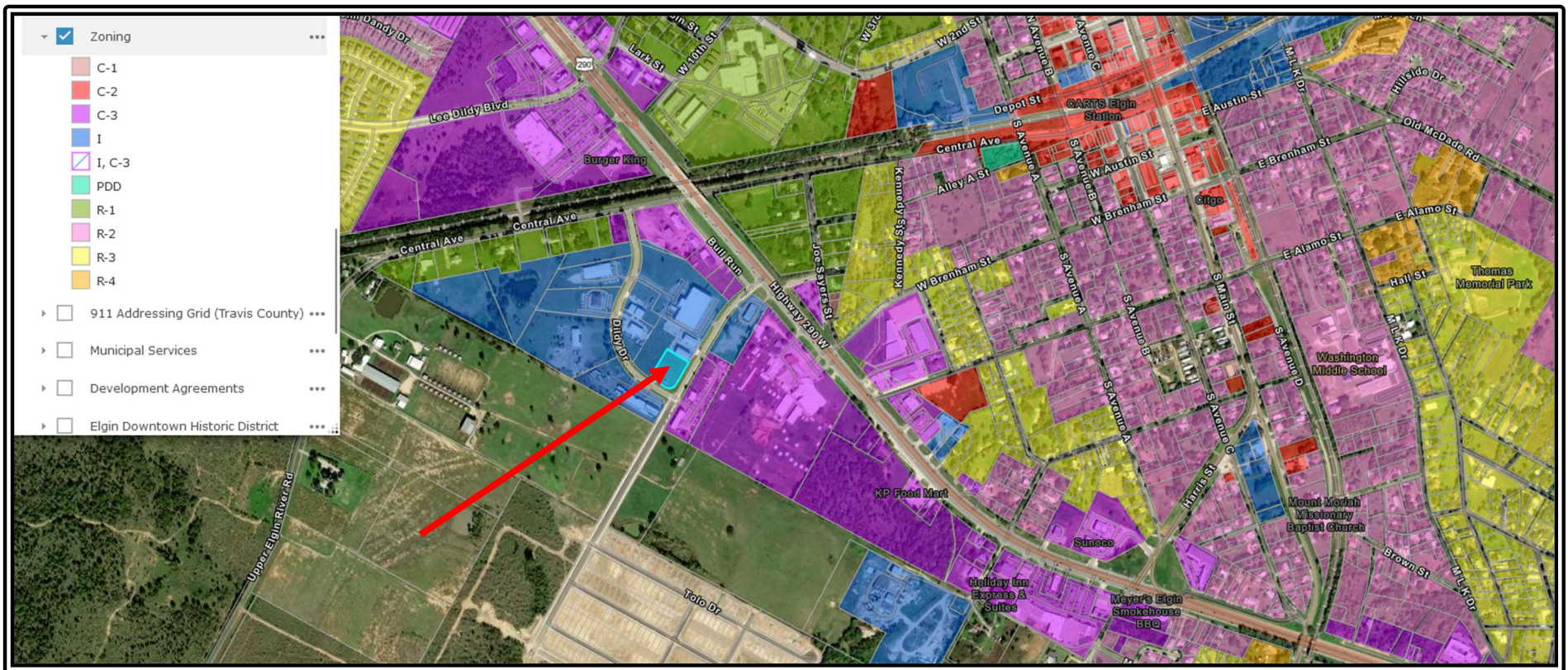
JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegarons.com

REFERENCE: TRUENORTHBUILDERS LLC & ASSIGNEE G.F. NO.: 2441898-ELG
ADDRESS: DILDY DRIVE & SWENSON BLVD, ELGIN TEXAS
LEGAL DESCRIPTION: LOT 2, ELGIN BUSINESS PARK, PLAT CABINET NO. 3, PAGE 188-A & PLAT CABINET NO. 4, PAGE 20-A, PLAT RECORDS OF BASTROP COUNTY TEXAS
FIELD BOOK: B-742/10
FILE: S:\Counties\Bastrop\City of Elgin\Elgin Bussiness Park\81124.dwg



James E. Garon

Vicinity Map





Development Services Department

STAFF REPORT

Rezoning from "I" General Industrial District to "C-2" General Commercial District

Project #202400092

Date: January 21, 2025
Applicant: Joshua A. Baran
Hearing Date: Planning and Zoning Commission: January 27, 2025
City Council: February 4, 2025
Location: Bastrop County Appraisal District Parcel number 84627, located at the corner of Dildy Drive and Swenson Boulevard in the Elgin Business Park.

APPLICATION SUMMARY

Recommendation by the Planning and Zoning Commission and consideration of the City Council of a rezoning of approximately 1 acre of land (a change to the official zoning map). The proposal is to change the zoning on the undeveloped lot from I – General Industrial District to C-2 – General Commercial District.

DEPARTMENT COMMENTS

The current zoning on the undeveloped lot which is located in the Elgin Business Park is I General Industrial District. Per [Sec. 46-439](#) the General Industrial District is intended primarily for the conduct of manufacturing, assembling and fabrication; the applicant wishes to develop the lot and construct an automobile fueling station and convenience store with attached restaurant and associated parking lot and fuel pumps and canopy in that location which requires a zoning of C-2 and that is the reason the zoning change is being sought.

The Elgin Business Park was zoned I General Industrial District twenty-five years ago via Ordinance No. 99-04-27-07 with the intention of creating an Industrial Park. The current industrial uses include furniture manufacturing (One Point Solutions), fabrication (All States Casters), food products processing and packing (Teddy V. Patisserie) and Public Utility service yard (City of Elgin Public Works and Utility Departments and Bastrop County Road and Bridge Warehouse). Over the years, a number of non-industrial uses have been allowed such as city and county business offices, shared office space, hardware store, feed store, trailer rental, and automobile service which are all either C-1 or C-2 uses.

When seeking a rezoning, the Commission/Council should consider the uses that could occur on the land by rezoning to another zoning category. Below is a comparison between the allowed uses and area requirements of the General Industrial and C-2 General Commercial Zoning Districts. The uses in **red text** would no longer be allowed should the zoning change to C-2 be granted. The uses in C-1 are also allowed in the C-2 zoning district.

Industrial Zoning District	C-1 Neighborhood Shopping District	C-2 General Commercial District
Bottling works	Antique shop	Any use permitted in C-1
Book bindery	Appliance shop	Amusement enterprises
Candy manufacturing	Arts school, gallery or museum	Advertising signs or structures
Engraving plant	Artist's materials, supply studio	Ambulance service, office or garage
Electrical equipment assembly	Automobile parking lot	Automobile retail gasoline service station

Electronic equipment assembly and manufacture	Baby shop	Bakery
Food products processing and packing	Bakery goods store	Bathhouse
Furniture Manufacturing	Bank	Boat sales
Instrument and meter manufacturing	Barbershop	Billiard hall
Jewelry and watch manufacturing	Beauty shop	Bus terminal
Laundry and cleaning establishment	Book or stationary store	Cleaning plant, commercial laundry or dry cleaning
Leather goods fabrication	Camera shop	Clothing or apparel store
Optical goods manufacturing	Candy store	Commercial school or hall
Paper products manufacturing wholesale or warehousing enterprise	Catering establishment	Café
Building material sales yard and lumberyard, including the sale of rock, sand, gravel and the like as an incidental part of the main business	Cleaning, pressing, laundry collection agency	Department store
Contractor's equipment storage yard or plant, or rental equipment commonly used by contractors	Curio or gift shop	Hotel
Freighting or trucking yard or terminal	Drug store or fountain	Feed and fuel store
Oil field equipment storage yard	Dry goods store	Frozen food locker
Public utility service yard or electrical receiving yard; provided, however, that all yard operations shall be so screened by ornamental walls, fences or evergreen planting that it cannot be seen by a person standing at ground level at any place immediately adjacent to the lot on which the use is located; provided, however, that screening shall not be required in excess of seven feet in height.	Dairy products or ice cream store	Furniture repair and upholstery
The following uses when conducted within a completely enclosed building:		
(1) The manufacture, compounding, processing, packaging or treatment of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries and food products;	Delicatessen	Funeral parlor or mortuary
(2) The manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: Bond, cellophane, canvas, cloth, cork feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stone, shell, textiles, tobacco, wood, yarn and paint not employing a boiling process;	Dress Shop	Golf course, miniature or practice range
(3) The manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay and kilns fired only by electricity or gas;	Florist shop, greenhouse, nursery	Heating, ventilating or plumbing supplies, sales and service
(4) The manufacture and maintenance of electric and neon signs, commercial advertising structure, light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves and the like;	Furniture store	Interior decorating store
(5) Manufacture of musical instruments, toys, novelties and rubber and metal stamps;	Grocery store or supermarket	Ice Storage locker plant, or storage house for food
(6) Automobile assembling, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing and overhauling, tire retreading or recapping and battery manufacturing;	Hardware store	Key shop
(7) Machine shop;	Jewelry or notion store	Laboratories, testing and experimental
(8) Foundry casting lightweight nonferrous metal not causing noxious fumes or odors;	Lodge hall	Laundry
(9) Assembly of electrical appliances,	Meat market	Leather goods shop

electronic instruments and devices, radios and phonographs, including the manufacturing of small parts only, such as coils, condensers, transformers, crystal holders and the like;		
(10) Buildings, structures and uses accessory and customarily incidental to any of the uses in this subsection.	Medical facility	Museums
(c) The uses permitted under this section shall be conducted in such a manner that no noxious odor, fumes or dust will be emitted beyond the property line of the lot on which the use is located.	Messenger or telegraph service	Novelty club
	Musical instrument sales	Novelty shop
	Newspaper or magazine sales	Nursery or garden supply store
	Office business	Outdoor advertising signs
	Optometrists sales and service	Pawn shop
	Photographer studio	Pet shop
	Pharmacy	Printing plant
	Radio and television sales and service	Recreation center
	Restaurant	Research laboratories
	Self-service laundry or dry cleaning	Restaurant
	Sewing machine sales, instruction	Sign painting shop
	Sporting goods sales	Hospital for small animals
	Shoe repair shop	Sporting goods store
	Tailor shop	Stocks and bonds broker
	Toy store	Storage warehouse
	Variety store	Sale of beer for off-premises consumption
		Theater
		Toy store
		Travel store
		Travel trailer park
		Used automobile sales
		Wholesale distributing center
	Accessory buildings and uses customarily incidental to the uses set forth in this section.	Buildings, structures, and uses accessory and customarily incidental to any of the uses set forth in this subsection (a), provided that there shall be no manufacture, processing, or compounding of products other than such as are customarily incidental and essential to retail establishments.
		Any other store or shop for retail trade or for rendering personal, professional or business service which does not produce more noise, odor, dust, vibration or traffic than those listed in this subsection (a).
		No article or material stored or offered for sale in connection with uses permitted under this section shall be stored or displayed outside of a building unless it is so screened by permanent ornamental walls, fences or planting that it cannot be seen from adjoining streets or lots when viewed by a person standing on ground level; provided, however, that no screening in excess of seven feet in height shall be required.
(d) A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use.	A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses previously listed shall be displayed or stored outside of a building.	A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use.

Below is a list of zoning standards for each zoning category, changes are highlighted in yellow between zoning categories:

	I General Industrial District	C-2 General Commercial District
Maximum Building size	None	None
Height	90 feet	50 feet
Front Setback	No minimum or maximum	Same as Multiple Family Residential District (25 feet)
Side Setback	25 feet if adjoining a dwelling district	10 feet
Rear Setback	30 feet minimum	Same as side yard

The Elgin Business Park is managed by the Elgin Economic Development Corporation (EDC) and they have reviewed the proposed development plan and zoning change request and are in favor of granting the zoning change. Staff has no issues with the requested zoning change.

As required, a public hearing notice was published in the January 8, 2025, edition of the Elgin Courier. A sign was placed on the property and a total of six letters (attachment #5) were sent to property owners within 200' of the lot.

Attachments

1. Staff added vicinity map with zoning
2. Application
3. Authorization Letter
4. Draft Ordinance
5. Notice sent to 200' property owners



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No council action requested or required for this item.

BACKGROUND:

This report covered the period of November 2024 to January 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. PZC Quarterly Report Nov 24 - Jan 25

{ } 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.



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: January 28, 2025

SUMMARY OF ACTIVITIES FROM NOVEMBER 2024 – JANUARY 2025 MEETINGS

November 2024

No meeting was held this month.

December 2024

- A. Trinity Ranch Phase 2 Section 4 Final Plat (Project #202400078) – Consisted of 224 lots on 34.860 acres of land in the ETJ – PZC approved.
- B. Elm Creek Northwest Phase 3 (Project #202300114) – Consisted of 183 lots on 79.046 acres of land in the ETJ – PZC approved.

January 2025

- A. Replat of Brown McDade Subdivision Short Form Plat (Project #202400016) – Replat Lot 1 in to two lots and remove lots 2 & 3 in the ETJ – PZC approved.
- B. Subdivision Variance (Project #202400089) – A subdivision variance to allow for the creation of a 5-acre flag lot at 14808 County Line Road inside city limits – PZC approved.
- C. Bastrop County Parcel #84627 (Project #202400092) – A zoning change from I General Industrial District to C-2 General Industrial District for a parcel located in the Elgin Business Park on the corner of Swenson Boulevard and Dildy Dr – PZC recommended approval of the zoning change.
- D. Bastrop County Parcel #s 15336 and 87879 (Project #202400093) – A zoning change from C-3 Highway Commercial District to I General Industrial District on portions of the two lots located in the Corlin Subdivision at 618 N SH 95 – PZC recommended approval of the zoning change.
- E. Review, discuss and provide input on Cardwell Estates Annexation and Planned Development District – Review proposed Agreement. No PZC action.
- F. Review, discuss and provide input on an amendment to the Lund Farm Concept Plan – Review proposed revised Concept Plan. No PZC action.

PROPOSED ACTIVITIES FROM FEBRUARY 2025 – APRIL 2025 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as subdivision of land, zoning changes, specific use permits and reviewing amendments to the subdivision, zoning and site development ordinances.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Safety Advisory Committee Quarterly Report

DEPARTMENT: Police

PROPOSED ACTION: None.

BACKGROUND:

The Public Safety Advisory Committee meets quarterly. Their last meeting was on January 15, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. PSAC Quarterly Report 02.04.2025

{ } 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.



Public Safety Advisory Committee

QUARTERLY REPORT

DATE: February 4, 2025

January 2025

- There were no items on the meeting agenda that required action. Progress on the new police station was given. Progress on the new traffic cameras was discussed. Discussion was had on the need to paint stripes at the intersection of 1704 and Loop 109.

November 2024

- Members of the Committee toured the new police station

Proposed Activities

None.

Recommended Council Action

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Economic Development Corporation Board Quarterly Report

DEPARTMENT: EDC

PROPOSED ACTION: No Action

BACKGROUND:

First quarter 2025 report for Elgin Economic Development Corporation

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review report

ATTACHMENTS:

1. Quarterly Report Q1 2025

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

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

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

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



Elgin City Council Meeting Elgin Economic Development Corporation Quarterly Report February 2025

- Presented at the METT event for the Elgin Chamber of Commerce
- Had several interviews for the EDC admin position
- Met with City Staff to find a solution to the Chamber of Commerce Building
- Several phone calls and emails with the City Attorney to discuss projects and contracts.
- Had several meeting with Rivers Marketplace developer to move the project forward
- Met with real estate broker who represents Data Centers in central Texas
- Hired a new admin for the Department
- Assisted developer to rezone a parcel located at Lee Dildy and Swenson Blvd
- Hired Headwater real estate to market the Business Park
- Purchased back a piece of property in the business park because the developer did not start the project
- Met with new business that is interested in locating in Downtown Elgin
- Met with representatives from the Toll Road to discuss future toll road expansion
- Met with the interim City Manager to discuss projects
- Discussed the purchase of property in the Downtown area with two property owners
- Partnered with the Main Street & Chamber of Commerce for the Austin Business Journal Small Business Big Impact series showcasing local businesses.
- Staff attended the TEDC Annual Conference in Dallas
- Onboarding session with new EDC Board Member
- Met with property owner to assist marketing their property on Hwy 95.
- Mett with The Range to plan round two of video marketing series.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Parks Advisory Quarterly Report

DEPARTMENT: Recreation

PROPOSED ACTION: Review the Report.

BACKGROUND:

This report covers the months of March, April, May, and June 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Parks Advisory Board Report to City Council June 2024

{ } 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.

The Parks Advisory Board includes Chair Valerie Tamburri, Vice-Chair Charles Brown, Secretary Jennifer Johnson, Neil Beyer, Anthony Bullara, and two vacant positions.

Board members are appointed to assist with the prioritization of parks and recreation improvements and repairs through the Parks, Recreation and Open Space Master Plan, review procedures, guidelines and fees to make recommendations, gather community input for programming and physical improvements and provide feedback for parkland fees or adoption.

The City of Elgin, TX Parks & Recreation Department is a regional and state award winning department, supported by the work of staff, the board, volunteers and community organizations.

1.) Summary of Board Activities for the Past 4 Month.

Elected new officers and set goals and objectives for the Parks Board for the new year.

Reviewed and approved Veterans Memorial Park Expansion fixtures and public art wall on stage.

Reviewed volunteer and time expectations.

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

The Parks Advisory Board is currently working on a Public Art Plan for the Parks System that will guide the acquisition of additional art in the parks over the coming years. They have also started to gather a list of completed projects and updates to projects in the Parks, Recreation and Open Space Master Plan to update City Council later in the year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Parks Advisory Quarterly Report #2

DEPARTMENT: Recreation

PROPOSED ACTION: Review the Report.

BACKGROUND:

This report covers the months of September, October, November, and December 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Parks Advisory Board Report to City Council December 2024

{ } 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.

The Parks Advisory Board includes Neil Beyer, Charles Brown, Crystie Shibley, Melanie Martin, and Megan Alexander McCullough. There are two vacancies on the Parks Advisory Board.

Board members are appointed to assist with the prioritization of parks and recreation improvements and repairs through the Parks, Recreation and Open Space Master Plan, review procedures, guidelines and fees to make recommendations, gather community input for programming and physical improvements and provide feedback for parkland fees or adoption.

The City of Elgin, TX Parks & Recreation Department is a regional and state award winning department, supported by the work of staff, the board, volunteers and community organizations.

1.) Summary of Board Activities for the Past 4 Month.

Focused on the Parks, Recreation and Open Space Master Plan update as this document is 4 years old and many projects have been completed. The Parks Advisory Board is taking time to review and assess current park facilities and has created a timeline for reviewing the plan and making recommendations for updates and changes.

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

The Board will continue to work on the Parks, Recreation and Open Space Master Plan and create a plan for collecting public input in 2025 to assess any necessary changes to the plan.

The Parks Advisory Board is currently working on a Public Art Plan for the Parks System that will guide the acquisition of additional art in the parks over the coming years. They have also started to gather a list of completed projects and updates to projects in the Parks, Recreation and Open Space Master Plan to update City Council later in the year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Expansion of County Line Road with acquired Right of Way from Elgin ISD

DEPARTMENT: Public Works

PROPOSED ACTION: Authorize the Interim City Manager to Execute the Document

BACKGROUND:

County Line Road is being expanded and ROW acquired to allow for the expansion of the roadway. This is the necessary ROW being dedicated from the Elgin ISD that runs along Neidig Elementary School.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorize the Interim City Manager to Execute the Document

ATTACHMENTS:

1. Consent Agenda - Donate Property - DOC010625-01062025140624

{ } 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

ELGIN INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
 §
COUNTY OF Travis §

WHEREAS, Section 11.151 of the Texas Education Code and Section 272.001(l) of the Texas Local Government Codes provides that the trustees of an independent school district may donate and convey real property to another political subdivision if the land will be used by the political subdivision to carry out a purpose that benefits the public interest of the school district;

WHEREAS, the Elgin Independent School District (the "District") Board of Trustees is the governing body of District, a political subdivision of the State of Texas;

WHEREAS, the District owns 0.718 acres of land located in the City of Elgin, Travis County, Texas, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all purposes (the "Property") which forms a part of the District's elementary school campus;

WHEREAS, the City of Elgin (the "City") has requested that the District donate the Property to the City in connection with the City's project to widen and improve County Line Road to improve mobility and transportation of the travelling public;

WHEREAS, Elgin Independent School District Board of Trustees has determined that the City's project to widen and improve County Line Road will benefit the District's public interest by improving traffic flow adjacent to the District's school campus; and

NOW THEREFORE, BE IT RESOLVED:

1. That all of the above paragraphs are incorporated into and made part of this Resolution; and

2. That donating the Property to the City for the purpose of widening and improving County Line Road is determined and declared to be for a public interest that will benefit the District;

3. That the District donate and convey the Property to the City of Elgin in accordance with the terms described in the agreement described in Exhibit "B" attached hereto and incorporated herein for all purposes.

4. That the District Administration is authorized to take any other action or actions necessary and/or appropriate to effectuate the purposes of this resolution.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE ELGIN INDEPENDENT SCHOOL DISTRICT, on the 16 day of December 2024.

ELGIN INDEPENDENT SCHOOL DISTRICT

By: Beth Walterscheidt
Beth Walterscheidt, President
Board of Trustees

ATTEST:

By: Jennifer Culver
Jennifer Culver, Secretary
Board of Trustees

DEED

(County Line Road Right of Way)

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ELGIN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as GRANTOR, for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration including the covenants of Grantee described herein, the receipt and sufficiency of which is hereby acknowledged, have this day Sold and by these presents do Grant, Bargain and Convey, pursuant to a resolution approved on the 16 day of December, 2024, by Grantor's governing body, unto the CITY OF ELGIN, TEXAS, hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Travis, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.718-acre tract of land located in the William Hines Survey No. 53, Abstract 345, Travis County, Texas and being a portion of a called 15.00-acre tract conveyed to the Board of Trustees of the Elgin Independent School District by deed recorded in Document No. 200414488 of the Official Public Records of Travis County, Texas; said tract being more particularly described by metes and bounds in the Fieldnote Description and Exhibit, which is attached hereto and incorporated herein for all purposes.

RESERVATIONS FROM AND EXCEPTION TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Travis County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

All other recorded and unrecorded easements, covenants, and restrictions affecting the Property, whether or not open obvious. Without limiting the generality of the foregoing, nothing in this deed releases or otherwise impairs the public interest for any right-of-way nor Grantee's obligation to maintain any right-of-way along the Property line.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Elgin, Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of County Line Road and related appurtenances.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property shall be used for roadway and related appurtenance widening and improvements along County Line Road to facilitate improved mobility and transportation of the travelling public, and alleviation of traffic congestion to, from, and adjacent to Grantor's campus. Together, these Fee Simple Determinable Conditions are referred to herein as "Improvements". After completion of said Improvements, the Property shall be used and maintained as a public road. An affidavit stating that the condition has been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on same.

GRANTEE COVENANTS: Grantee covenants and agrees as follows: (i) Grantee shall solely be responsible for all cost and expenses incurred in performing the Improvements; (ii) Grantee at its sole cost and expense shall in the design of the Improvements and while performing the Improvements take reasonable actions to avoid interference with Grantor's use of its adjacent public school campus, including but not limited to ingress and egress to County Line Road; and (iii) Grantee shall be responsible at its sole cost and expense for relocating infrastructure, utility and service lines which benefit Grantor's adjacent public school campus to the extent necessary by reason of the performance of the Improvement.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Elgin, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the City of Elgin, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, for as long as the Fee Simple Determinable Conditions are satisfied; and if the Fee Simple Determinable Condition is not satisfied, the Property shall **AUTOMATICALLY REVERT** to and be owned by Grantor without the necessity of any further act on the part of the Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee.

IN WITNESS WHEREOF, this instrument is executed on this the 16 day of December, 2024.

[signature pages follow]

GRANTOR:

ELGIN INDEPENDENT SCHOOL DISTRICT

By: Beth Walterscheidt

Name: Beth Walterscheidt

Its: Board President

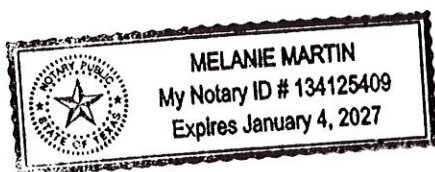
ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF Bastrop §

This instrument was acknowledged before me on this the 16 day of December, 2024 by Beth Walterscheidt, in the capacity and for the purposes and consideration recited therein.



Melanie Martin

Notary Public, State of Texas

ACKNOWLEDGED AND ACCEPTED:

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

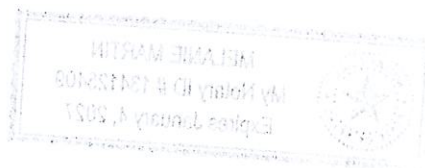
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTEE'S MAILINIG ADDRESS:

City of Elgin, Texas



Attn: City Manager

P.O. Box 591

Elgin, Texas 78621

AFTER RECORDING RETURN COPY TO:

FIELDNOTE DESCRIPTION AND EXHIBIT



📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🌐 WWW.SHERWOODSURVEYING.COM
📄 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.718 ACRE RIGHT OF WAY

BEING A 0.718 ACRE TRACT OF LAND SITUATED IN THE WILLIAM HINES SURVEY NO. 53, ABSTRACT 345, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 15.00 ACRE TRACT CONVEYED TO THE BOARD OF TRUSTEES OF THE ELGIN INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN DOCUMENT No. 200414488 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.718 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID 15.00 ACRE TRACT (GRID COORDINATES N:10106516.50 E:3219231.64), SITUATED IN THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY LINE ROAD (R.O.W. VARIES), FOR THE SOUTHEASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 62° 42' 39" W, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 38.87 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE EASTERLY CORNER OF LOT 3, BLOCK G, BRIARWOOD, PHASE 1 SUBDIVISION RECORDED IN DOCUMENT No. 202300185 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, N 26° 50' 13" E, INTO AND ACROSS SAID 15.00 ACRE TRACT, A DISTANCE OF 766.24 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE NORTHEASTERLY BOUNDARY LINE OF SAID 15.00 ACRE TRACT, COMMON WITH THE SOUTHWESTERLY BOUNDARY LINE OF THAT CALLED 2.001 ACRE TRACT CONVEYED TO FILADELPHIA CHURCH BY DEED RECORDED IN DOCUMENT No. 2017178751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, S 62° 54' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 42.75 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY LINE ROAD, BEING THE SOUTHEASTERLY CORNER OF SAID 2.001 ACRE TRACT AND THE NORTHEASTERLY CORNER OF SAID 15.00 ACRE TRACT;

THENCE, S 27° 07' 38" W, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID 15.00 ACRE TRACT, COMMON WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY LINE ROAD, A DISTANCE OF 766.36 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.718 ACRES OF LAND, MORE OR LESS.



SHERWOOD
SURVEYING & S.U.E.

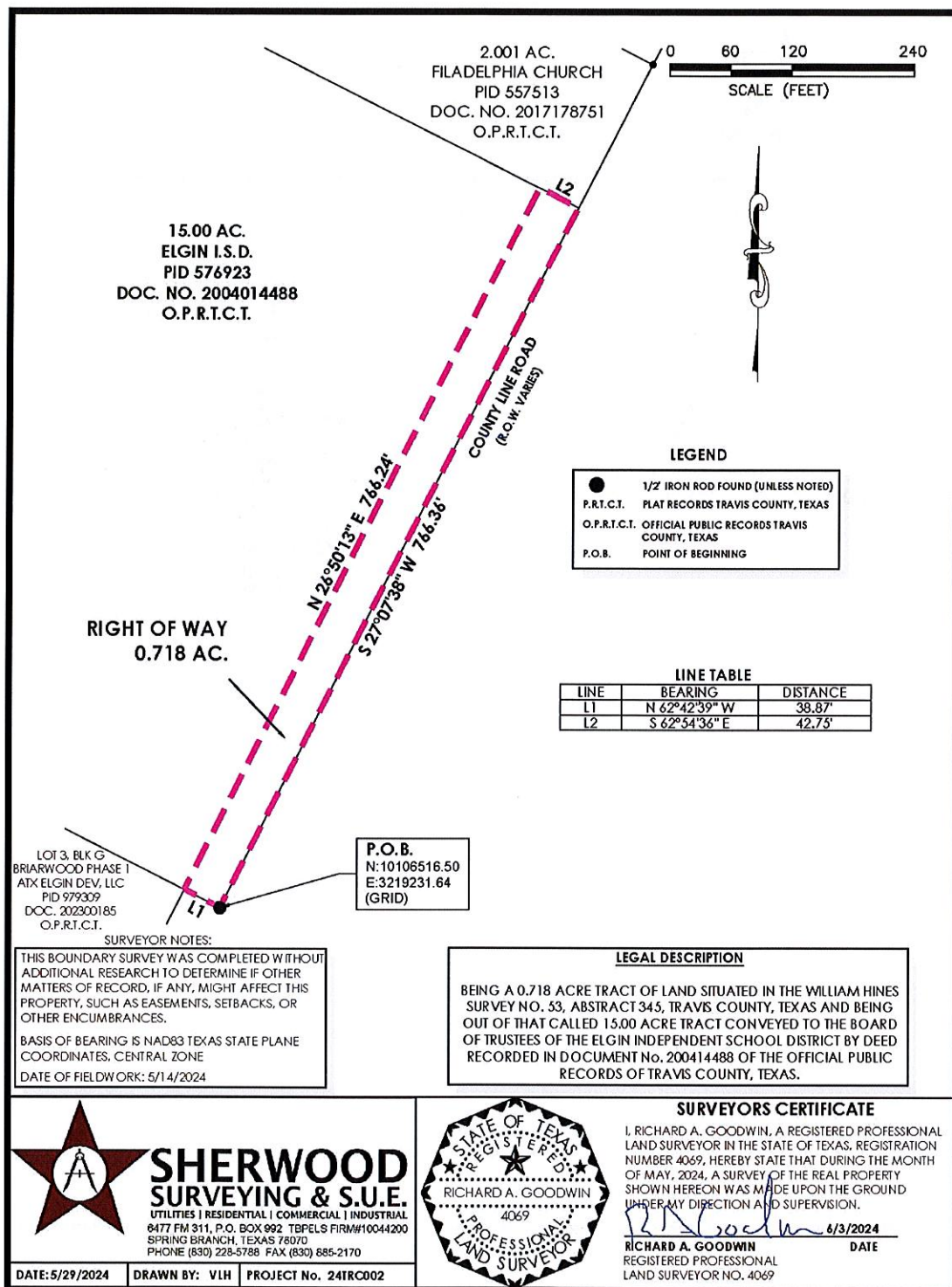
A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING
IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS
DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND
SUPERVISION.

6/3/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24TRC002







Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CenterPoint Energy Transportation Service Rate Schedule No. T-93

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary on the part of the City.

BACKGROUND:

CenterPoint Energy is required by Section 102.151 and 104.003(b) of the Texas Utilities Code to notify the City of the rates in Elgin. No action is necessary on the part of the City.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Centerpoint Energy Transportation Service Rate Schedule t-93 Notification to City

{ } 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.



CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

January 24, 2025

Mayor and City Council
City of Elgin
City Hall
Elgin, Texas

Delivered by Certified Mail

RE: CENTERPOINT ENERGY ENTEX: Rate for Transportation Service Rate
Schedule No. T-93 and General Terms and Conditions for Transportation Service

Honorable Mayor and City Officials:

In accordance with Section 102.151 and 104.003(b) of the Texas Utilities Code, CenterPoint Energy hereby files the referenced schedules which reflect a contract rate and general terms and conditions for natural gas transportation service in the City of Elgin.

This filing is made so that you will be informed of the rates in Elgin. No action by the City is necessary. Please do not hesitate to contact me at 713-207-5946 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith L. Wall".

Keith L. Wall
Director of Regulatory Affairs

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS
TEXAS TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-93**

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to **CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS** (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the *General Terms and Conditions for Transportation Service* ("General Terms") contained in Company's *Texas Rate Book* for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after January 1, 2025, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- | | | | |
|-------|--|---|--|
| (i) | Customer Charge | @ | \$477.01; |
| (ii) | Administrative Charge | @ | \$17.02/MMBtu of Contract Demand, as defined herein; |
| (iii) | Distribution Charge | | |
| | First 750 MMBtu | @ | \$0.7300/MMBtu |
| | Next 750 MMBtu | @ | \$0.5600/MMBtu |
| | Over 1,500 MMBtu | @ | \$0.3800/MMBtu |
| (iv) | Payments to Government Authorities, as defined herein. | | |

(B) Effective with all bills calculated on and after January 1, 2025, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- | | | | |
|-------|--|---|---|
| (i) | Customer Charge | @ | \$1,290.29; |
| (ii) | Administrative Charge | @ | \$6.33/MMBtu of Contract Demand, as defined herein; |
| (iii) | Distribution Charge | @ | \$0.2900/MMBtu |
| (iv) | Payments to Government Authorities, as defined herein. | | |

Original Rate Schedule T-93

Replaces all Rate Schedules T-90 & T91

Effective 01-1-25

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS
TEXAS TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-93**

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after January 1, 2025, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- | | | | |
|-------|--|---|---|
| (i) | Customer Charge | @ | \$1,284.96; |
| (ii) | Administrative Charge | @ | \$4.43/MMBtu of Contract Demand, as defined herein; |
| (iii) | Distribution Charge | @ | \$0.1100/MMBtu |
| (iv) | Payments to Government Authorities, as defined herein. | | |

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
 - a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
 - b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
 - c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's *General Terms and Conditions for Transportation Service* for this Rate Schedule;
 - d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

Original Rate Schedule T-93

Replaces all Rate Schedules T-90 & T91

Effective 01-1-25

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS
TEXAS TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-93**

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for CenterPoint Energy Texas Gas General Service Large Volume Sales customers.

EQUIVALENT QUANTITY OF NATURAL GAS

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. §717 *et seq.*

WRITTEN SERVICE AGREEMENT

Original Rate Schedule T-93

Replaces all Rate Schedules T-90 & T91

Effective 01-1-25

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS
TEXAS TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-93**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's *General Terms and Conditions for Transportation Service*, as amended from time to time.

Original Rate Schedule T-93

Replaces all Rate Schedules T-90 & T91

Effective 01-1-25

**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

1. APPLICABILITY

- 1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by **CENTERPOINT ENERGY ENTEX** ("Company") under the following Rate Schedule(s):

Rate Schedule T-93
Rate Schedule T-94

2. DEFINITIONS

- 2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.
- 2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
- 2.3 The term "Btu" shall mean British Thermal Unit.
- 2.4 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.5 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.6 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.7 The term "Curtailed Priority Category" means the category of the End-use Customer facility receiving firm deliveries of gas at a Delivery Point based on the following customer categories as set out in § 7.455 of the Texas Railroad Commission's ("Commission's") Gas Service Rules:
- 2.7.1 Category 1: Human needs customers (as defined therein);
- 2.7.2 Category 2: Electric generation facilities (as defined therein);
- 2.7.3 Category 3: Industrial and commercial End-use Customers, who do not have access to an alternative fuel, to the extent natural gas deliveries are required to prevent physical harm and/or ensure critical safety to the End-use Customer's facilities, plant personnel, or the public;
- 2.7.4 Category 4: Small industrials and regular commercial End-use Customers with a Contract Demand (as defined in the applicable Transportation Service Rate Schedule) of less than 3,000 Mcf per day;
- 2.7.5 Category 5: Large industrial and commercial End-use Customers who use natural gas for fuel or as a raw material where an alternate fuel or raw material *cannot* be used, and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;
- 2.7.6 Category 6: Large industrial and commercial End-use Customers who use natural gas for fuel or as a raw material where an alternate fuel or raw material *can* be used, and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

Sixth Revised Terms & Conditions

**Replaces Fifth Revised T-90, T-91 & T-92
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Effective: 1-1-25

**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

2.7.7 Category 7: End-use Customers that are not covered by any of the above classifications.

- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Customer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "Facilities Agreement" shall mean an agreement between Company and an End-Use Customer to provide gas service.
- 2.13 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.14 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.15 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.16 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.17 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.18 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.19 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.20 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also

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**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

- 2.21 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.22 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.23 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
- 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
 - 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

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Effective: 1-1-25

**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

- 3.6.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
- 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

- 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
- 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
- 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A – ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

- 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
- 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
- 4.3 All approved Shippers must submit an Exhibit A for any of the following:
 - 4.3.1 A request to initiate transportation service at a specified Delivery Point;
 - 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

Sixth Revised Terms & Conditions

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**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

- 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
- 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
- 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
 - 4.4.1 Identity of Shipper – The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
 - 4.4.2 Gas Quantities:
 - 4.4.2.1 The MDQ;
 - 4.4.2.2 The Initial Contract Demand (“CD”), as defined in the applicable Rate Schedule
 - 4.4.3 The Receipt Point(s) and Delivery Point(s);
 - 4.4.4 Term of Service
 - 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
 - 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
 - 4.4.4.3 If the Shipper elects to terminate the Exhibit A prior to the end of the Term of Service, Company may invoice the Shipper for the remaining months under the Exhibit A multiplied by the monthly charges in the applicable Transportation Service Rate Schedule.
 - 4.4.5 Identity of End-use Customer – the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices
 - 4.4.5.1 Exhibit A must identify the Curtailment Priority Category of the End-use Customer facility at each Delivery Point listed on an Exhibit A, so that Company can apply the Commission’s curtailment priorities during a curtailment or force majeure event affecting Company’s system, or if Company, in its sole judgment, determines that transportation service to the specified Delivery Point would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales, or transportation.
 - 4.4.6 Upstream Pipeline Contact Information for Confirmations
 - 4.4.7 Applicable Indexes
 - 4.4.7.1 Monthly Index as specified in the Transportation Service Agreement with Shipper;

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- 4.4.7.2 Index Adder as specified in the Transportation Service Agreement with Shipper;
- 4.4.7.3 Daily Index as specified in the Transportation Service Agreement with Shipper;
- 4.4.7.4 Alternative Daily Index as specified in the Transportation Service Agreement with Shipper; and
- 4.4.7.5 Cash-out Index
 - 4.4.7.5.1 The applicable Cash-out Index for Overages under Section 12.7 shall be the lower of (a) the applicable Month's Inside FERC First of the Month Index or (b) the simple average calculation of the seven lowest prices during that month based on the Midpoint price reported in Gas Daily® (Platts, S&P Global) of the Index specified in the Agreement; or successor publication in the table entitled "Final Daily Price Survey-Platts Locations (\$/MMBtu)" of the Index specified in the Agreement as reported for the day of delivery.
 - 4.4.7.5.2 The applicable Cash-out Index for Underages under Section 12.7 shall be the higher of (a) the applicable Month's Inside FERC First of the Month Index or (b) the simple average calculation of the seven lowest prices during that month based on the Midpoint price reported in Gas Daily® (Platts, S&P Global) of the Index specified in the Agreement; or successor publication in the table entitled "Final Daily Price Survey-Platts Locations (\$/MMBtu)" of the Index specified in the Agreement as reported for the day of delivery.
- 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
- 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
- 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
- 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
- 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

- 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed

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deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

- 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
- 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
- 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

- 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.
- 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

- 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

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9. UNACCEPTABLE QUANTITIES

- 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

- 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
- 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

- 11.1 For all meters being served under these General Terms for Transportation Service:
- 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.
- 11.1.1.1 If the Shipper elects to provide service to an End-use Customer that is party to a Facilities Agreement with Company, Shipper agrees that any debts, charges, or fees may be passed through and paid on the invoice to the Shipper. If the End-User is no longer an active customer, Company may try to recover any debts, charges, or fees under the Facilities Agreement, but the Shipper will not be relieved of any liability to Company by the Shipper's End-Use Customer.
- 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
- 11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

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- 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
- 11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

- 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
- 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
- 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
- 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
- 12.5 Daily Imbalances During Critical Period Events
- 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es)

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specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

- 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
- 12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
- 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
- 12.5.5 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

- 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
- 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
- 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges,

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daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Imbalance Level	Overage	Underage
	The Company Pays Shipper the Following Percentage of the Cash-Out Price	Shipper Pays the Company the Following Percentage of the Cash-Out Price
From 0% to 5%	100%	100%
From 5% to 10%	80%	120%
From 10% to 15%	70%	130%
From 15% to 20%	60%	140%
Greater than 20%	50%	150%

12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the amount calculated using the applicable Cash-out Index for Overages.

12.7.3 In the event of an "Underage," the "Cash Out Price" shall be the amount calculated using the applicable Cash-out Index for Underages.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the applicable "Cash-out Index", "Index Adder", "Daily Index" or "Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

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- 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
- 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
- 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
- 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

- 15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
- 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
- 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
- 15.1.3 otherwise become bankrupt or insolvent (however evidenced);
- 15.1.4 be unable to pay its debts as they fall due;
- 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

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- 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
- 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
- 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
- 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

- 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
- 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
- 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

- 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
- 16.1.2 **FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH**

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EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

- 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

- 16.2.1 *Suspension of Performance.* In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any

Sixth Revised Terms & Conditions

Replaces Fifth Revised T-90, T-91 & T-92
Terms & Conditions

Effective: 1-1-25

**CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-93 & T-94**

inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

- 16.2.2 *Definition of Force Majeure.* The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.
- 16.2.3 *Balancing Obligations Remain.* Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

This is approval of the payment for the work performed on the Elgin Police Department Station.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. EPD Station Resolution-BWC - #17
2. CoElgin - Police Station - BP2 - Pay Application #17_FGMA signed

{ } 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. 2025-02-04-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
ACKNOWLEDGING THE INTERIM CITY
MANAGER'S EXECUTION OF THE PAYMENT
APPLICATION WITH BAIRD/WILLIAMS
CONSTRUCTION, LTD RELATED TO THE ELGIN
POLICE DEPARTMENT STATION PROJECT;
AND MAKING CERTAIN FINDINGS RELATED
THERETO.**

WHEREAS, the City of Elgin is currently underway with the Elgin Police Department Station project; and,

WHEREAS, these changes have been reviewed by the City Engineer and staff, and are now recommending them for approval; 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. Acknowledgment. The City Council ratifies the Interim City Manager's execution of the payment of a dollar amount of \$62,434.95 for Bid Package #2, Payment Application #17, for professional services fees associated with the City of Elgin Police Department Station Project.

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

FGMA^{ARCHITECTS}

December 9, 2024

City of Elgin
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #17 – Bid Package #2
 City of Elgin - New Police Station**

Dear City Manager,

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 \$62,434.95

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

Sincerely,



Jaime Palomo, AIA | Vice President, Managing Director
jaimepalomo@fgmarchitects.com

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

Enclosure(s): Payment Application #17 – Bid Package #2

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

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

CONTRACT FOR: General Construction

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

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

APPLICATION NO: Seventeen (17)
APPLICATION DATE: December 2, 2024

PERIOD FROM: November 1, 2024
PERIOD TO: November 30, 2024

PROJECT NO: 602

Distribution to:

X

 OWNER

X

 ARCHITECT

X

 CONTRACTOR

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

\$ 544,286.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 4,894,046.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 4,625,393.00

5. RETAINAGE:

a. 5% of Completed Work

\$ 231,269.65

b. 5% of Stored Material

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 231,269.65

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 4,394,123.35

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 4,331,688.40

8. CURRENT PAYMENT DUE

\$ 62,434.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 499,922.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$497,021.00	\$0.00
Total approved this Month	\$47,265.00	\$0.00
TOTALS	\$544,286.00	\$0.00
NET CHANGES by Change Order	\$544,286.00	

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: December 2, 2024

State of Texas County of Bell

Subscribed and sworn to before me this 2nd day of December, 2024.

Notary Public:

Becky Parks

BECKY PARKS

Commission # 4259607

My Commission Expires July 18, 2028

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. \$ 62,434.95

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

ARCHITECT: FGM ARCHITECTS, INC

By:/Date: 12/09/2024

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 10

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

APPLICATION NO: Seventeen (17)
APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Fences & Gates								
101	Fences & Gates - Material / Labor	\$45,419.00	\$43,000.00	\$0.00		\$43,000.00	95%	\$2,419.00	\$2,150.00
102	Gate Operators	\$19,690.00	\$19,690.00	\$0.00		\$19,690.00	100%	\$0.00	\$984.50
200	Revegetation	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
300	Site Furnishings	\$3,900.00	\$0.00	\$0.00		\$0.00		\$3,900.00	\$0.00
400	Interior Concrete	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$1,600.00
500	Concrete Finishing								
501	Polished Concrete	\$9,338.00	\$9,338.00	\$0.00		\$9,338.00	100%	\$0.00	\$466.90
502	Sealed Concrete	\$1,157.00	\$1,157.00	\$0.00		\$1,157.00	100%	\$0.00	\$57.85
503	RAM Board Floor Covering	\$2,463.00	\$2,463.00	\$0.00		\$2,463.00	100%	\$0.00	\$123.15
600	Masonry								
601	Administration	\$20,830.00	\$20,830.00	\$0.00		\$20,830.00	100%	\$0.00	\$1,041.50
602	Masonry - Material	\$48,397.00	\$48,397.00	\$0.00		\$48,397.00	100%	\$0.00	\$2,419.85
603	Masonry - Labor	\$85,762.00	\$85,762.00	\$0.00		\$85,762.00	100%	\$0.00	\$4,288.10
700	Metal Fabrications	\$10,350.00	\$10,350.00	\$0.00		\$10,350.00	100%	\$0.00	\$517.50
800	Metal Stairs & Railings								
801	Staircase A	\$20,652.00	\$20,652.00	\$0.00		\$20,652.00	100%	\$0.00	\$1,032.60
802	Staircase B	\$17,348.00	\$17,348.00	\$0.00		\$17,348.00	100%	\$0.00	\$867.40
900	Rough Carpentry	\$49,265.00	\$49,265.00	\$0.00		\$49,265.00	100%	\$0.00	\$2,463.25
1000	Architectural Cabinets								
1001	Public Restroom	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$116.00
1002	Interview Room	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$116.00
1003	Reporting 114	\$11,388.00	\$11,388.00	\$0.00		\$11,388.00	100%	\$0.00	\$569.40
1004	Animal Control	\$4,015.00	\$4,015.00	\$0.00		\$4,015.00	100%	\$0.00	\$200.75
1005	Patrol Equipment 117	\$23,600.00	\$23,600.00	\$0.00		\$23,600.00	100%	\$0.00	\$1,180.00
1006	Wellness Room 118	\$3,133.00	\$3,133.00	\$0.00		\$3,133.00	100%	\$0.00	\$156.65
1007	Reception 120	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$50.00
1008	Kitchenette 124	\$4,270.00	\$4,270.00	\$0.00		\$4,270.00	100%	\$0.00	\$213.50
1009	Mens Restroom 126	\$1,585.00	\$1,585.00	\$0.00		\$1,585.00	100%	\$0.00	\$79.25
1010	Womens Restroom 127	\$2,155.00	\$2,155.00	\$0.00		\$2,155.00	100%	\$0.00	\$107.75
1011	Hall 131	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100%	\$0.00	\$75.00
1012	Processing 132	\$443.00	\$443.00	\$0.00		\$443.00	100%	\$0.00	\$22.15
1013	Bag & Tag 140	\$7,735.00	\$7,735.00	\$0.00		\$7,735.00	100%	\$0.00	\$386.75
1014	Evidence 141	\$3,850.00	\$3,850.00	\$0.00		\$3,850.00	100%	\$0.00	\$192.50

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 10

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			PREVIOUS APPLICATION	THIS PERIOD					
1015	Evidence Tech 141	\$3,900.00	\$3,900.00	\$0.00		\$3,900.00	100%	\$0.00	\$195.00
1016	Administration Suite 147	\$6,850.00	\$6,850.00	\$0.00		\$6,850.00	100%	\$0.00	\$342.50
1017	Training Room 203	\$4,668.00	\$4,668.00	\$0.00		\$4,668.00	100%	\$0.00	\$233.40
1018	Unisex Restroom 204	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1019	Unisex Restroom 205	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1020	Unisex Restroom 206	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1021	Cabinet Locks	\$480.00	\$480.00	\$0.00		\$480.00	100%	\$0.00	\$24.00
1022	Window Sills	\$6,050.00	\$6,050.00	\$0.00		\$6,050.00	100%	\$0.00	\$302.50
1023	Installation	\$21,880.00	\$21,880.00	\$0.00		\$21,880.00	100%	\$0.00	\$1,094.00
1100	Plastic Paneling	\$22,000.00	\$0.00	\$0.00		\$0.00		\$22,000.00	\$0.00
1200	Thermal & Moisture Protection								
1201	Administration	\$10,906.00	\$10,906.00	\$0.00		\$10,906.00	100%	\$0.00	\$545.30
1202	Air Barrier - Material	\$21,559.00	\$21,559.00	\$0.00		\$21,559.00	100%	\$0.00	\$1,077.95
1203	Air Barrier - Labor	\$17,950.00	\$17,950.00	\$0.00		\$17,950.00	100%	\$0.00	\$897.50
1204	Flashing - Material	\$11,980.00	\$11,980.00	\$0.00		\$11,980.00	100%	\$0.00	\$599.00
1205	Flashing - Labor	\$2,613.00	\$2,613.00	\$0.00		\$2,613.00	100%	\$0.00	\$130.65
1206	Rigid Insulation - Material	\$20,362.00	\$20,362.00	\$0.00		\$20,362.00	100%	\$0.00	\$1,018.10
1207	Rigid Insulation - Labor	\$14,140.00	\$14,140.00	\$0.00		\$14,140.00	100%	\$0.00	\$707.00
1208	Joint Sealants - Material	\$4,005.00	\$4,005.00	\$0.00		\$4,005.00	100%	\$0.00	\$200.25
1209	Joint Sealants - Labor	\$6,479.00	\$6,479.00	\$0.00		\$6,479.00	100%	\$0.00	\$323.95
1210	Elevator Pit Waterproofing - Material	\$4,757.00	\$4,757.00	\$0.00		\$4,757.00	100%	\$0.00	\$237.85
1211	Elevator Pit Waterproofing - Labor	\$3,326.00	\$3,326.00	\$0.00		\$3,326.00	100%	\$0.00	\$166.30
1300	EIFS								
1301	Scaffolding - Setup	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100%	\$0.00	\$360.00
1302	Gold Coat	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	100%	\$0.00	\$625.00
1303	Foam	\$14,500.00	\$14,500.00	\$0.00		\$14,500.00	100%	\$0.00	\$725.00
1304	Mesh & Basecoat	\$12,000.00	\$12,000.00	\$0.00		\$12,000.00	100%	\$0.00	\$600.00
1305	Finish Coat	\$18,000.00	\$18,000.00	\$0.00		\$18,000.00	100%	\$0.00	\$900.00
1306	Scaffolding - Take Down	\$6,800.00	\$6,800.00	\$0.00		\$6,800.00	100%	\$0.00	\$340.00
1307	EIFS Cleaning	\$1,380.00	\$1,380.00	\$0.00		\$1,380.00	100%	\$0.00	\$69.00
1400	Roofing & Metal Panels								
1401	TPO Roof - Labor	\$60,569.00	\$60,569.00	\$0.00		\$60,569.00	100%	\$0.00	\$3,028.45
1402	TPO Roof - Material	\$116,894.00	\$116,894.00	\$0.00		\$116,894.00	100%	\$0.00	\$5,844.70
1403	Sheet Metal Trim - Labor	\$12,833.00	\$12,833.00	\$0.00		\$12,833.00	100%	\$0.00	\$641.65
1404	Sheet Metal Trim - Material	\$19,894.00	\$19,894.00	\$0.00		\$19,894.00	100%	\$0.00	\$994.70

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 10

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APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1405	Standing Seam - Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
1406	Standing Seam - Material	\$750.00	\$750.00	\$0.00		\$750.00	100%	\$0.00	\$37.50
1500	Doors, Frames, & Hardware								
1501	HM Doors & Frames - Material	\$22,666.00	\$22,666.00	\$0.00		\$22,666.00	100%	\$0.00	\$1,133.30
1502	Wood Doors - Material	\$15,233.00	\$15,233.00	\$0.00		\$15,233.00	100%	\$0.00	\$761.65
1503	Door Hardware - Material	\$80,948.00	\$80,948.00	\$0.00		\$80,948.00	100%	\$0.00	\$4,047.40
1504	Installation	\$9,040.00	\$9,040.00	\$0.00		\$9,040.00	100%	\$0.00	\$452.00
1600	Access Doors & Frames	\$4,750.00	\$4,750.00	\$0.00		\$4,750.00	100%	\$0.00	\$237.50
1700	Aluminum-Framed Openings								
1701	Aluminum Frames - Material	\$45,200.00	\$40,680.00	\$4,520.00		\$45,200.00	100%	\$0.00	\$2,260.00
1702	Aluminum Frames - Labor	\$22,930.00	\$20,640.00	\$2,290.00		\$22,930.00	100%	\$0.00	\$1,146.50
1703	Glass - Material	\$25,570.00	\$23,015.00	\$2,555.00		\$25,570.00	100%	\$0.00	\$1,278.50
1704	Glass - Labor	\$13,760.00	\$12,305.00	\$1,455.00		\$13,760.00	100%	\$0.00	\$688.00
1705	BR Frames & Glass - Material	\$30,930.00	\$0.00	\$30,930.00		\$30,930.00	100%	\$0.00	\$1,546.50
1706	BR Frames & Glass - Labor	\$9,060.00	\$0.00	\$9,060.00		\$9,060.00	100%	\$0.00	\$453.00
1800	Gyp. Board Assemblies & Ceilings								
1801	Cold-Formed Metal Framing	\$52,000.00	\$52,000.00	\$0.00		\$52,000.00	100%	\$0.00	\$2,600.00
1802	Gypsum Board Assemblies	\$253,331.00	\$253,331.00	\$0.00		\$253,331.00	100%	\$0.00	\$12,666.55
1803	Bulletproof Panels	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$2,000.00
1804	Gypsum Sheathing	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$350.00
1805	FRP	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
1806	Acoustical Ceilings	\$51,000.00	\$51,000.00	\$0.00		\$51,000.00	100%	\$0.00	\$2,550.00
1807	Acoustical Wall Panels	\$10,000.00	\$9,000.00	\$0.00		\$9,000.00	90%	\$1,000.00	\$450.00
1900	Ceramic Tiling								
1901	Tiling - Material	\$18,150.00	\$18,150.00	\$0.00		\$18,150.00	100%	\$0.00	\$907.50
1902	Tiling - Labor	\$13,245.00	\$13,245.00	\$0.00		\$13,245.00	100%	\$0.00	\$662.25
2000	Flooring & Accessories								
2001	Carpeting	\$26,885.00	\$26,885.00	\$0.00		\$26,885.00	100%	\$0.00	\$1,344.25
2002	Vinyl Tile	\$3,430.00	\$3,430.00	\$0.00		\$3,430.00	100%	\$0.00	\$171.50
2003	Rubber Tile	\$3,775.00	\$3,775.00	\$0.00		\$3,775.00	100%	\$0.00	\$188.75
2004	Stair Nosings	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$50.00
2005	Rubber Base	\$4,490.00	\$4,490.00	\$0.00		\$4,490.00	100%	\$0.00	\$224.50
2006	Transitions	\$1,300.00	\$1,300.00	\$0.00		\$1,300.00	100%	\$0.00	\$65.00
2007	Adhesives	\$1,470.00	\$1,470.00	\$0.00		\$1,470.00	100%	\$0.00	\$73.50
2100	Floor Preparation	\$5,500.00	\$5,500.00	\$0.00		\$5,500.00	100%	\$0.00	\$275.00

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: Seventeen (17)
APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
2200	Epoxy Resinous Flooring								
2201	Epoxy Floor Coating	\$12,975.00	\$12,975.00	\$0.00		\$12,975.00	100%	\$0.00	\$648.75
2202	Epoxy Cove Base	\$7,865.00	\$7,865.00	\$0.00		\$7,865.00	100%	\$0.00	\$393.25
2300	Wall Coverings	\$25,000.00	\$22,445.00	\$0.00		\$22,445.00	90%	\$2,555.00	\$1,122.25
2400	Painting								
2401	Dryfall Exposed Structure - Labor	\$500.00	\$500.00	\$0.00		\$500.00	100%	\$0.00	\$25.00
2402	Dryfall Exposed Structure - Material	\$200.00	\$200.00	\$0.00		\$200.00	100%	\$0.00	\$10.00
2403	Tape, Float, & Texture - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$1,200.00
2404	Tape, Float, & Texture - Material	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100%	\$0.00	\$400.00
2405	Prime & Paint Gypsum - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$1,200.00
2406	Prime & Paint Gypsum - Material	\$9,000.00	\$9,000.00	\$0.00		\$9,000.00	100%	\$0.00	\$450.00
2407	CMU Block Fill & Paint - Labor	\$8,100.00	\$8,100.00	\$0.00		\$8,100.00	100%	\$0.00	\$405.00
2408	CMU Block Fill & Paint - Material	\$4,300.00	\$4,300.00	\$0.00		\$4,300.00	100%	\$0.00	\$215.00
2409	Paint Interior Metals - Labor	\$9,700.00	\$9,700.00	\$0.00		\$9,700.00	100%	\$0.00	\$485.00
2410	Paint Interior Metals - Material	\$2,400.00	\$2,400.00	\$0.00		\$2,400.00	100%	\$0.00	\$120.00
2411	Paint Exterior Metals - Labor	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100%	\$0.00	\$300.00
2412	Paint Exterior Metals - Material	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00
2413	Wood Doors Finishing - Labor	\$10,500.00	\$0.00	\$0.00		\$0.00		\$10,500.00	\$0.00
2414	Wood Doors Finishing - Material	\$2,700.00	\$0.00	\$0.00		\$0.00		\$2,700.00	\$0.00
2500	Specialties								
2501	Toilet Partitions - Material	\$8,519.00	\$8,519.00	\$0.00		\$8,519.00	100%	\$0.00	\$425.95
2502	Toilet Partitions - Labor	\$3,129.00	\$3,129.00	\$0.00		\$3,129.00	100%	\$0.00	\$156.45
2503	Wall & Door Protection - Materials	\$2,111.00	\$2,111.00	\$0.00		\$2,111.00	100%	\$0.00	\$105.55
2504	Wall & Door Protection - Labor	\$1,373.00	\$1,373.00	\$0.00		\$1,373.00	100%	\$0.00	\$68.65
2505	Toilet Accessories - Material	\$13,950.00	\$13,950.00	\$0.00		\$13,950.00	100%	\$0.00	\$697.50
2506	Toilet Accessories - Labor	\$3,933.00	\$3,933.00	\$0.00		\$3,933.00	100%	\$0.00	\$196.65
2507	Fire Protection Specialties - Material	\$3,436.00	\$3,436.00	\$0.00		\$3,436.00	100%	\$0.00	\$171.80
2508	Fire Protection Specialties - Labor	\$1,254.00	\$1,254.00	\$0.00		\$1,254.00	100%	\$0.00	\$62.70
2600	Building Signage	\$19,625.00	\$19,625.00	\$0.00		\$19,625.00	100%	\$0.00	\$981.25
2700	Metal Lockers	\$26,604.00	\$26,604.00	\$0.00		\$26,604.00	100%	\$0.00	\$1,330.20
2800	Equipment	\$79,507.00	\$79,507.00	\$0.00		\$79,507.00	100%	\$0.00	\$3,975.35
2900	Window Treatments	\$7,125.00	\$0.00	\$0.00		\$0.00		\$7,125.00	\$0.00
3000	Countertops								
3001	Stainless Steel Countertops	\$29,754.00	\$29,754.00	\$0.00		\$29,754.00	100%	\$0.00	\$1,487.70
3002	Quartz Countertops	\$13,496.00	\$0.00	\$0.00		\$0.00		\$13,496.00	\$0.00

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APPLICATION NO: Seventeen (17)
APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED		Materials	TOTAL COMP	%	BALANCE	RETAINAGE
		Totals	PREVIOUS APPLICATION	THIS PERIOD	Presently Stored	& STORED TO DATE	(F ÷ B)	TO FINISH	5.00%
3100	Elevator								
3101	Deposit - 50%	\$47,117.00	\$47,117.00	\$0.00		\$47,117.00	100%	\$0.00	\$2,355.85
3102	Brackets & Rails	\$5,369.00	\$5,369.00	\$0.00		\$5,369.00	100%	\$0.00	\$268.45
3103	Machine	\$6,693.00	\$6,693.00	\$0.00		\$6,693.00	100%	\$0.00	\$334.65
3104	Car, CET, & Buffers	\$3,346.00	\$3,346.00	\$0.00		\$3,346.00	100%	\$0.00	\$167.30
3105	Motor Generator & Starter	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$134.25
3106	Controller & Selector	\$4,707.00	\$4,707.00	\$0.00		\$4,707.00	100%	\$0.00	\$235.35
3107	Control Accessories	\$2,023.00	\$2,023.00	\$0.00		\$2,023.00	100%	\$0.00	\$101.15
3108	Door, Frame, & Sills	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$134.25
3109	Cab & Cab Doors	\$1,324.00	\$1,324.00	\$0.00		\$1,324.00	100%	\$0.00	\$66.20
3110	Door Opener	\$1,323.00	\$1,323.00	\$0.00		\$1,323.00	100%	\$0.00	\$66.15
3111	Installation	\$16,962.00	\$16,962.00	\$0.00		\$16,962.00	100%	\$0.00	\$848.10
3200	Fire Suppression System								
3201	Engineering / Submittals	\$7,238.00	\$7,238.00	\$0.00		\$7,238.00	100%	\$0.00	\$361.90
3202	Sprinkler System - Material	\$44,358.00	\$44,358.00	\$0.00		\$44,358.00	100%	\$0.00	\$2,217.90
3203	Sprinkler System - Labor	\$16,237.00	\$16,237.00	\$0.00		\$16,237.00	100%	\$0.00	\$811.85
3300	Plumbing								
3301	Rough-In - Labor	\$48,019.00	\$48,019.00	\$0.00		\$48,019.00	100%	\$0.00	\$2,400.95
3302	Rough-In - Material	\$32,358.00	\$32,358.00	\$0.00		\$32,358.00	100%	\$0.00	\$1,617.90
3303	Condensate - Labor	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3304	Condensate - Material	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
3305	Gas Piping - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$250.00
3306	Gas Piping - Labor	\$6,703.00	\$6,703.00	\$0.00		\$6,703.00	100%	\$0.00	\$335.15
3307	Insulation	\$27,500.00	\$27,500.00	\$0.00		\$27,500.00	100%	\$0.00	\$1,375.00
3308	Top Out - Labor	\$36,433.00	\$36,433.00	\$0.00		\$36,433.00	100%	\$0.00	\$1,821.65
3309	Top Out - Material	\$54,144.00	\$54,144.00	\$0.00		\$54,144.00	100%	\$0.00	\$2,707.20
3310	Set Out - Labor	\$23,169.00	\$23,169.00	\$0.00		\$23,169.00	100%	\$0.00	\$1,158.45
3311	Set Out - Material	\$53,944.00	\$53,944.00	\$0.00		\$53,944.00	100%	\$0.00	\$2,697.20
3400	HVAC								
3401	Mobilization	\$5,210.00	\$5,210.00	\$0.00		\$5,210.00	100%	\$0.00	\$260.50
3402	Administration	\$14,581.00	\$14,581.00	\$0.00		\$14,581.00	100%	\$0.00	\$729.05
3403	RTUs - Equipment	\$100,437.00	\$100,437.00	\$0.00		\$100,437.00	100%	\$0.00	\$5,021.85
3404	RTUs - Material	\$306.00	\$306.00	\$0.00		\$306.00	100%	\$0.00	\$15.30
3405	RTUs - Labor	\$3,549.00	\$3,549.00	\$0.00		\$3,549.00	100%	\$0.00	\$177.45
3406	MAUs - Equipment	\$87,949.00	\$87,949.00	\$0.00		\$87,949.00	100%	\$0.00	\$4,397.45

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ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3407	MAUs - Material	\$44.00	\$44.00	\$0.00		\$44.00	100%	\$0.00	\$2.20
3408	MAUs - Labor	\$797.00	\$797.00	\$0.00		\$797.00	100%	\$0.00	\$39.85
3409	Unit Heaters - Equipment	\$522.00	\$522.00	\$0.00		\$522.00	100%	\$0.00	\$26.10
3410	Unit Heaters - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$2.60
3411	Unit Heaters - Labor	\$181.00	\$181.00	\$0.00		\$181.00	100%	\$0.00	\$9.05
3412	Dehumidifier - Equipment	\$515.00	\$515.00	\$0.00		\$515.00	100%	\$0.00	\$25.75
3413	Dehumidifier - Labor	\$145.00	\$145.00	\$0.00		\$145.00	100%	\$0.00	\$7.25
3414	Air Devices - Equipment	\$10,282.00	\$10,282.00	\$0.00		\$10,282.00	100%	\$0.00	\$514.10
3415	Sheetmetal - Material	\$48,353.00	\$48,353.00	\$0.00		\$48,353.00	100%	\$0.00	\$2,417.65
3416	Ductwork Install - Material	\$2,635.00	\$2,635.00	\$0.00		\$2,635.00	100%	\$0.00	\$131.75
3417	Ductwork Install - Labor	\$25,866.00	\$25,866.00	\$0.00		\$25,866.00	100%	\$0.00	\$1,293.30
3418	Ductless Splits - Equipment	\$15,388.00	\$15,388.00	\$0.00		\$15,388.00	100%	\$0.00	\$769.40
3419	Ductless Splits - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$2.60
3420	Ductless Splits - Labor	\$254.00	\$254.00	\$0.00		\$254.00	100%	\$0.00	\$12.70
3421	Trim-Out - Material	\$1,095.00	\$1,095.00	\$0.00		\$1,095.00	100%	\$0.00	\$54.75
3422	Trim-Out - Labor	\$6,739.00	\$6,739.00	\$0.00		\$6,739.00	100%	\$0.00	\$336.95
3423	Piping - Material	\$7,015.00	\$7,015.00	\$0.00		\$7,015.00	100%	\$0.00	\$350.75
3424	Piping - Labor	\$5,958.00	\$5,958.00	\$0.00		\$5,958.00	100%	\$0.00	\$297.90
3425	Start-Up - Material	\$1,995.00	\$1,995.00	\$0.00		\$1,995.00	100%	\$0.00	\$99.75
3426	Start-Up - Labor	\$3,364.00	\$3,364.00	\$0.00		\$3,364.00	100%	\$0.00	\$168.20
3427	Testing & Balancing	\$3,927.00	\$3,927.00	\$0.00		\$3,927.00	100%	\$0.00	\$196.35
3428	HVAC Insulation	\$10,301.00	\$10,301.00	\$0.00		\$10,301.00	100%	\$0.00	\$515.05
3429	DDC Controls	\$58,590.00	\$58,590.00	\$0.00		\$58,590.00	100%	\$0.00	\$2,929.50
3500	Electrical								
3501	Mobilization	\$23,700.00	\$23,700.00	\$0.00		\$23,700.00	100%	\$0.00	\$1,185.00
3502	Light Fixtures - Equipment	\$101,500.00	\$101,500.00	\$0.00		\$101,500.00	100%	\$0.00	\$5,075.00
3503	Light Fixtures - Labor	\$28,500.00	\$25,650.00	\$2,850.00		\$28,500.00	100%	\$0.00	\$1,425.00
3504	Light Fixtures - Material	\$14,500.00	\$13,775.00	\$725.00		\$14,500.00	100%	\$0.00	\$725.00
3505	Gear	\$103,500.00	\$103,500.00	\$0.00		\$103,500.00	100%	\$0.00	\$5,175.00
3506	Dist. Equipment - Labor	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
3507	Dist. Equipment - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3508	Devices - Equipment	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3509	Devices - Labor	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$2,000.00
3510	Devices - Material	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$1,600.00
3511	Transfer Switch	\$13,500.00	\$13,500.00	\$0.00		\$13,500.00	100%	\$0.00	\$675.00

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ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3512	Generator - Equipment	\$159,000.00	\$159,000.00	\$0.00		\$159,000.00	100%	\$0.00	\$7,950.00
3513	Generator - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$250.00
3514	Generator - Labor	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100%	\$0.00	\$200.00
3515	Branch Circuits - Labor	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3516	Branch Circuits - Material	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3517	HVAC Connections - Labor	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$350.00
3518	HVAC Connections - Material	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
3519	Feeders - Labor	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	\$325.00
3520	Feeders - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3521	Site - Labor	\$20,000.00	\$20,000.00	\$0.00		\$20,000.00	100%	\$0.00	\$1,000.00
3522	Site - Material	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100%	\$0.00	\$1,750.00
3523	Site Lighting - Labor	\$6,000.00	\$5,100.00	\$900.00		\$6,000.00	100%	\$0.00	\$300.00
3524	Site Lighting - Material	\$2,500.00	\$2,125.00	\$375.00		\$2,500.00	100%	\$0.00	\$125.00
3600	Fire Alarm System								
3601	Submittals / Engineering	\$4,426.00	\$4,426.00	\$0.00		\$4,426.00	100%	\$0.00	\$221.30
3602	Fire Alarm - Labor	\$10,212.00	\$8,170.00	\$0.00		\$8,170.00	80%	\$2,042.00	\$408.50
3603	Fire Alarm - Material	\$32,081.00	\$32,081.00	\$0.00		\$32,081.00	100%	\$0.00	\$1,604.05
3700	General Requirements	\$132,238.00	\$115,394.00	\$643.00		\$116,037.00	88%	\$16,201.00	\$5,801.85
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	SCHEDULED ALLOWANCES	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3800	No. 1 - Contractor's Contingency	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3801	CP #01 - Soap Dispenser Change	(\$812.00)	(\$812.00)	\$0.00		(\$812.00)	100%	\$0.00	(\$40.60)
3802	CP #02 - Remove AWI Certification	(\$10,673.00)	(\$10,673.00)	\$0.00		(\$10,673.00)	100%	\$0.00	(\$533.65)
3803	CP #03 - Alum. Frames to Dark Bronze	\$2,730.00	\$2,730.00	\$0.00		\$2,730.00	100%	\$0.00	\$136.50
3804	CP #04 - Transformer KV _a Credit	(\$17,855.00)	(\$17,855.00)	\$0.00		(\$17,855.00)	100%	\$0.00	(\$892.75)
3805	CP #05 - Ballistic Door Assemblies	\$9,975.00	\$0.00	\$0.00		\$0.00		\$9,975.00	\$0.00
3806	CP #07 - PR #01	\$600.00	\$600.00	\$0.00		\$600.00	100%	\$0.00	\$30.00
3807	CP #08 - RFI #18	\$9,475.00	\$9,475.00	\$0.00		\$9,475.00	100%	\$0.00	\$473.75
3808	CP #09 - Signage Credit	(\$6,870.00)	(\$6,870.00)	\$0.00		(\$6,870.00)	100%	\$0.00	(\$343.50)
3809	CP #10 - Bid Alternate #4	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3810	CP #11 - Door 132A ADA Change	\$3,165.00	\$3,165.00	\$0.00		\$3,165.00	100%	\$0.00	\$158.25
3811	CP #12 - RFI #27	\$1,597.00	\$1,597.00	\$0.00		\$1,597.00	100%	\$0.00	\$79.85
3812	CP #14 - PR #04	\$2,340.00	\$2,340.00	\$0.00		\$2,340.00	100%	\$0.00	\$117.00
3813	CP #15 - PR #03	\$150,000.00	\$150,000.00	\$0.00		\$150,000.00	100%	\$0.00	\$7,500.00
3814	CP #16 - Unallocated Funds to Cont.	(\$150,000.00)	(\$150,000.00)	\$0.00		(\$150,000.00)	100%	\$0.00	(\$7,500.00)

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 9 OF 10

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

APPLICATION NO: Seventeen (17)
APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3815	CP #17 - ASI #12	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3816	CP #18 - ASI #17	\$7,191.00	\$7,191.00	\$0.00		\$7,191.00	100%	\$0.00	\$359.55
3817	CP #19 - Walls to Deck Transfer Ducts	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3818	CP #20 - PR #003	\$11,440.00	\$11,440.00	\$0.00		\$11,440.00	100%	\$0.00	\$572.00
3819	CP #21 - Replace WM & Lid	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3820	CP #22 - PR #06 & RM 115 Flooring	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3821	CP #23 - PR #11	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3822	CP #24 - PR #09	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3823	CP #25 - PR #08 & PR #10	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3824	CP #26 - PR #03 (Planter Drainage)	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3825	CP #27 - PR #13	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3826	CP #28 - Avenue C	\$15,697.00	\$15,697.00	\$0.00		\$15,697.00	100%	\$0.00	\$784.85
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$303,092.00	\$6,314.00		\$309,406.00	98%	\$6,291.00	\$15,470.30
4000	*Construction Fee	\$155,178.00	\$148,979.00	\$3,104.00		\$152,083.00	98%	\$3,095.00	\$7,604.15
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4100	Change Order #01	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4101	Communications	\$62,220.00	\$59,049.00	\$0.00		\$59,049.00	95%	\$3,171.00	\$2,952.45
4102	Audio/Visual Systems - Pre-Wire Only	\$8,460.00	\$7,614.00	\$0.00		\$7,614.00	90%	\$846.00	\$380.70
4103	Electronic Safety & Security	\$163,277.00	\$114,295.00	\$0.00		\$114,295.00	70%	\$48,982.00	\$5,714.75
4104	Detention Monitoring & Control System	\$20,000.00	\$0.00	\$0.00		\$0.00		\$20,000.00	\$0.00
4105	Rough-In for Special Systems	\$12,500.00	\$6,250.00	\$0.00		\$6,250.00	50%	\$6,250.00	\$312.50
4106	General Requirements	\$13,323.00	\$4,020.00	\$0.00		\$4,020.00	30%	\$9,303.00	\$201.00
4107	*Quoted General Conditions	\$27,978.00	\$19,123.00	\$0.00		\$19,123.00	68%	\$8,855.00	\$956.15
4108	*Construction Fee	\$11,191.00	\$7,649.00	\$0.00		\$7,649.00	68%	\$3,542.00	\$382.45
4200	Change Order #02	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4201	Earthwork	\$28,162.00	\$28,162.00	\$0.00		\$28,162.00	100%	\$0.00	\$1,408.10
4202	Pavement Markings	\$4,281.00	\$4,281.00	\$0.00		\$4,281.00	100%	\$0.00	\$214.05
4203	Landscaping	\$6,279.00	\$0.00	\$0.00		\$0.00		\$6,279.00	\$0.00
4204	Sleeves	\$558.00	\$558.00	\$0.00		\$558.00	100%	\$0.00	\$27.90
4205	Site Utilities	\$5,802.00	\$5,802.00	\$0.00		\$5,802.00	100%	\$0.00	\$290.10
4206	Dispose Utility Spoils	\$930.00	\$930.00	\$0.00		\$930.00	100%	\$0.00	\$46.50
4207	Concrete	\$64,615.00	\$64,615.00	\$0.00		\$64,615.00	100%	\$0.00	\$3,230.75
4208	Monument Sign Relocation	\$2,007.00	\$2,007.00	\$0.00		\$2,007.00	100%	\$0.00	\$100.35

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 10 OF 10

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

APPLICATION NO: Seventeen (17)
APPLICATION DATE: 12/02/24
PERIOD FROM: 11/01/24
PERIOD TO: 11/30/24

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	%(F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
4209	Flagpole	\$1,791.00	\$1,791.00	\$0.00		\$1,791.00	100%	\$0.00	\$89.55
4210	*Quoted General Conditions	\$11,442.00	\$10,824.00	\$0.00		\$10,824.00	95%	\$618.00	\$541.20
4211	*Construction Fee	\$4,576.00	\$4,333.00	\$0.00		\$4,333.00	95%	\$243.00	\$216.65
4300	Change Order #03	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4301	Earthwork / Asphalt Paving	\$36,377.00	\$36,377.00	\$0.00		\$36,377.00	100%	\$0.00	\$1,818.85
4302	Concrete	\$3,475.00	\$3,475.00	\$0.00		\$3,475.00	100%	\$0.00	\$173.75
4303	*Quoted General Conditions	\$5,555.00	\$5,555.00	\$0.00		\$5,555.00	100%	\$0.00	\$277.75
4304	*Construction Fee	\$2,222.00	\$2,222.00	\$0.00		\$2,222.00	100%	\$0.00	\$111.10
4400	Change Order #04	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4401	HVAC	\$38,055.00	\$0.00	\$0.00		\$0.00		\$38,055.00	\$0.00
4402	Electrical	\$3,405.00	\$0.00	\$0.00		\$0.00		\$3,405.00	\$0.00
4403	*Quoted General Conditions	\$4,146.00	\$0.00	\$0.00		\$0.00		\$4,146.00	\$0.00
4404	*Construction Fee	\$1,659.00	\$0.00	\$0.00		\$0.00		\$1,659.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$4,894,046.00	\$4,559,672.00	\$65,721.00	\$0.00	\$4,625,393.00	95%	\$268,653.00	\$231,269.65



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

This is approval of the payment for the work performed on the Elgin Police Department Station.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. EPD Station Resolution-BWC - #18
2. CoElgin - Police Station - BP2 - Pay Application #18_FGMA Signed

{ } 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. 2025-02-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is currently underway with the Elgin Police Department Station project; and,

WHEREAS, these changes have been reviewed by the City Engineer and staff and are now recommending them for approval; 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. Acknowledgment. The City Council ratifies the Interim City Manager's execution of the payment of a dollar amount of \$185,150.25 for Bid Package 2, Payment Application #18, for professional services fees associated with the City of Elgin Police Department Station Project.

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

January 15, 2025

City of Elgin
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #18 – Bid Package #2
City of Elgin - New Police Station**

Dear City Manager,

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 \$185,150.25

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

Sincerely,



Jaime Palomo, AIA | Vice President, Managing Director
jaimepalomo@fgmarchitects.com

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

Enclosure(s): Payment Application #18 – Bid Package #2

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

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

CONTRACT FOR: General Construction

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

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

APPLICATION NO: Eighteen (18)
APPLICATION DATE: December 31, 2024
PERIOD FROM: December 1, 2024
PERIOD TO: December 31, 2024
PROJECT NO: 602

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☐

☐

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	\$	\$544,286.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$4,894,046.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$4,820,288.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	241,014.40
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$241,014.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$4,579,273.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$4,394,123.35
8. CURRENT PAYMENT DUE	\$	\$185,150.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$314,772.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$544,286.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$544,286.00	\$0.00
NET CHANGES by Change Order	\$544,286.00	

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: December 31, 2024

State of Texas County of Bell

Subscribed and sworn to before me this 31st day of December, 2024.

Notary Public: 



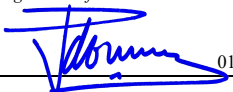
Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

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. \$185,150.25

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

ARCHITECT: FGM ARCHITECTS, INC.

By:/Date:  01/15/2025

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: Eighteen (18)
APPLICATION DATE: 12/31/24
PERIOD FROM: 12/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Fences & Gates								
101	Fences & Gates - Material / Labor	\$45,419.00	\$43,000.00	\$2,419.00		\$45,419.00	100%	\$0.00	\$2,270.95
102	Gate Operators	\$19,690.00	\$19,690.00	\$0.00		\$19,690.00	100%	\$0.00	\$984.50
200	Revegetation	\$10,000.00	\$0.00	\$10,000.00		\$10,000.00	100%	\$0.00	\$500.00
300	Site Furnishings	\$3,900.00	\$0.00	\$3,900.00		\$3,900.00	100%	\$0.00	\$195.00
400	Interior Concrete	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$1,600.00
500	Concrete Finishing								
501	Polished Concrete	\$9,338.00	\$9,338.00	\$0.00		\$9,338.00	100%	\$0.00	\$466.90
502	Sealed Concrete	\$1,157.00	\$1,157.00	\$0.00		\$1,157.00	100%	\$0.00	\$57.85
503	RAM Board Floor Covering	\$2,463.00	\$2,463.00	\$0.00		\$2,463.00	100%	\$0.00	\$123.15
600	Masonry								
601	Administration	\$20,830.00	\$20,830.00	\$0.00		\$20,830.00	100%	\$0.00	\$1,041.50
602	Masonry - Material	\$48,397.00	\$48,397.00	\$0.00		\$48,397.00	100%	\$0.00	\$2,419.85
603	Masonry - Labor	\$85,762.00	\$85,762.00	\$0.00		\$85,762.00	100%	\$0.00	\$4,288.10
700	Metal Fabrications	\$10,350.00	\$10,350.00	\$0.00		\$10,350.00	100%	\$0.00	\$517.50
800	Metal Stairs & Railings								
801	Staircase A	\$20,652.00	\$20,652.00	\$0.00		\$20,652.00	100%	\$0.00	\$1,032.60
802	Staircase B	\$17,348.00	\$17,348.00	\$0.00		\$17,348.00	100%	\$0.00	\$867.40
900	Rough Carpentry	\$49,265.00	\$49,265.00	\$0.00		\$49,265.00	100%	\$0.00	\$2,463.25
1000	Architectural Cabinets								
1001	Public Restroom	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$116.00
1002	Interview Room	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$116.00
1003	Reporting 114	\$11,388.00	\$11,388.00	\$0.00		\$11,388.00	100%	\$0.00	\$569.40
1004	Animal Control	\$4,015.00	\$4,015.00	\$0.00		\$4,015.00	100%	\$0.00	\$200.75
1005	Patrol Equipment 117	\$23,600.00	\$23,600.00	\$0.00		\$23,600.00	100%	\$0.00	\$1,180.00
1006	Wellness Room 118	\$3,133.00	\$3,133.00	\$0.00		\$3,133.00	100%	\$0.00	\$156.65
1007	Reception 120	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$50.00
1008	Kitchenette 124	\$4,270.00	\$4,270.00	\$0.00		\$4,270.00	100%	\$0.00	\$213.50
1009	Mens Restroom 126	\$1,585.00	\$1,585.00	\$0.00		\$1,585.00	100%	\$0.00	\$79.25
1010	Womens Restroom 127	\$2,155.00	\$2,155.00	\$0.00		\$2,155.00	100%	\$0.00	\$107.75
1011	Hall 131	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100%	\$0.00	\$75.00
1012	Processing 132	\$443.00	\$443.00	\$0.00		\$443.00	100%	\$0.00	\$22.15
1013	Bag & Tag 140	\$7,735.00	\$7,735.00	\$0.00		\$7,735.00	100%	\$0.00	\$386.75
1014	Evidence 141	\$3,850.00	\$3,850.00	\$0.00		\$3,850.00	100%	\$0.00	\$192.50

CONTINUATION SHEET

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PAGE 3 OF 10

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APPLICATION DATE: 12/31/24
PERIOD FROM: 12/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1015	Evidence Tech 141	\$3,900.00	\$3,900.00	\$0.00		\$3,900.00	100%	\$0.00	\$195.00
1016	Administration Suite 147	\$6,850.00	\$6,850.00	\$0.00		\$6,850.00	100%	\$0.00	\$342.50
1017	Training Room 203	\$4,668.00	\$4,668.00	\$0.00		\$4,668.00	100%	\$0.00	\$233.40
1018	Unisex Restroom 204	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1019	Unisex Restroom 205	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1020	Unisex Restroom 206	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$66.00
1021	Cabinet Locks	\$480.00	\$480.00	\$0.00		\$480.00	100%	\$0.00	\$24.00
1022	Window Sills	\$6,050.00	\$6,050.00	\$0.00		\$6,050.00	100%	\$0.00	\$302.50
1023	Installation	\$21,880.00	\$21,880.00	\$0.00		\$21,880.00	100%	\$0.00	\$1,094.00
1100	Plastic Paneling	\$22,000.00	\$0.00	\$22,000.00		\$22,000.00	100%	\$0.00	\$1,100.00
1200	Thermal & Moisture Protection								
1201	Administration	\$10,906.00	\$10,906.00	\$0.00		\$10,906.00	100%	\$0.00	\$545.30
1202	Air Barrier - Material	\$21,559.00	\$21,559.00	\$0.00		\$21,559.00	100%	\$0.00	\$1,077.95
1203	Air Barrier - Labor	\$17,950.00	\$17,950.00	\$0.00		\$17,950.00	100%	\$0.00	\$897.50
1204	Flashing - Material	\$11,980.00	\$11,980.00	\$0.00		\$11,980.00	100%	\$0.00	\$599.00
1205	Flashing - Labor	\$2,613.00	\$2,613.00	\$0.00		\$2,613.00	100%	\$0.00	\$130.65
1206	Rigid Insulation - Material	\$20,362.00	\$20,362.00	\$0.00		\$20,362.00	100%	\$0.00	\$1,018.10
1207	Rigid Insulation - Labor	\$14,140.00	\$14,140.00	\$0.00		\$14,140.00	100%	\$0.00	\$707.00
1208	Joint Sealants - Material	\$4,005.00	\$4,005.00	\$0.00		\$4,005.00	100%	\$0.00	\$200.25
1209	Joint Sealants - Labor	\$6,479.00	\$6,479.00	\$0.00		\$6,479.00	100%	\$0.00	\$323.95
1210	Elevator Pit Waterproofing - Material	\$4,757.00	\$4,757.00	\$0.00		\$4,757.00	100%	\$0.00	\$237.85
1211	Elevator Pit Waterproofing - Labor	\$3,326.00	\$3,326.00	\$0.00		\$3,326.00	100%	\$0.00	\$166.30
1300	EIFS								
1301	Scaffolding - Setup	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100%	\$0.00	\$360.00
1302	Gold Coat	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	100%	\$0.00	\$625.00
1303	Foam	\$14,500.00	\$14,500.00	\$0.00		\$14,500.00	100%	\$0.00	\$725.00
1304	Mesh & Basecoat	\$12,000.00	\$12,000.00	\$0.00		\$12,000.00	100%	\$0.00	\$600.00
1305	Finish Coat	\$18,000.00	\$18,000.00	\$0.00		\$18,000.00	100%	\$0.00	\$900.00
1306	Scaffolding - Take Down	\$6,800.00	\$6,800.00	\$0.00		\$6,800.00	100%	\$0.00	\$340.00
1307	EIFS Cleaning	\$1,380.00	\$1,380.00	\$0.00		\$1,380.00	100%	\$0.00	\$69.00
1400	Roofing & Metal Panels								
1401	TPO Roof - Labor	\$60,569.00	\$60,569.00	\$0.00		\$60,569.00	100%	\$0.00	\$3,028.45
1402	TPO Roof - Material	\$116,894.00	\$116,894.00	\$0.00		\$116,894.00	100%	\$0.00	\$5,844.70
1403	Sheet Metal Trim - Labor	\$12,833.00	\$12,833.00	\$0.00		\$12,833.00	100%	\$0.00	\$641.65
1404	Sheet Metal Trim - Material	\$19,894.00	\$19,894.00	\$0.00		\$19,894.00	100%	\$0.00	\$994.70

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PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1405	Standing Seam - Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
1406	Standing Seam - Material	\$750.00	\$750.00	\$0.00		\$750.00	100%	\$0.00	\$37.50
1500	Doors, Frames, & Hardware								
1501	HM Doors & Frames - Material	\$22,666.00	\$22,666.00	\$0.00		\$22,666.00	100%	\$0.00	\$1,133.30
1502	Wood Doors - Material	\$15,233.00	\$15,233.00	\$0.00		\$15,233.00	100%	\$0.00	\$761.65
1503	Door Hardware - Material	\$80,948.00	\$80,948.00	\$0.00		\$80,948.00	100%	\$0.00	\$4,047.40
1504	Installation	\$9,040.00	\$9,040.00	\$0.00		\$9,040.00	100%	\$0.00	\$452.00
1600	Access Doors & Frames	\$4,750.00	\$4,750.00	\$0.00		\$4,750.00	100%	\$0.00	\$237.50
1700	Aluminum-Framed Openings								
1701	Aluminum Frames - Material	\$45,200.00	\$45,200.00	\$0.00		\$45,200.00	100%	\$0.00	\$2,260.00
1702	Aluminum Frames - Labor	\$22,930.00	\$22,930.00	\$0.00		\$22,930.00	100%	\$0.00	\$1,146.50
1703	Glass - Material	\$25,570.00	\$25,570.00	\$0.00		\$25,570.00	100%	\$0.00	\$1,278.50
1704	Glass - Labor	\$13,760.00	\$13,760.00	\$0.00		\$13,760.00	100%	\$0.00	\$688.00
1705	BR Frames & Glass - Material	\$30,930.00	\$30,930.00	\$0.00		\$30,930.00	100%	\$0.00	\$1,546.50
1706	BR Frames & Glass - Labor	\$9,060.00	\$9,060.00	\$0.00		\$9,060.00	100%	\$0.00	\$453.00
1800	Gyp. Board Assemblies & Ceilings								
1801	Cold-Formed Metal Framing	\$52,000.00	\$52,000.00	\$0.00		\$52,000.00	100%	\$0.00	\$2,600.00
1802	Gypsum Board Assemblies	\$253,331.00	\$253,331.00	\$0.00		\$253,331.00	100%	\$0.00	\$12,666.55
1803	Bulletproof Panels	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$2,000.00
1804	Gypsum Sheathing	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$350.00
1805	FRP	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
1806	Acoustical Ceilings	\$51,000.00	\$51,000.00	\$0.00		\$51,000.00	100%	\$0.00	\$2,550.00
1807	Acoustical Wall Panels	\$10,000.00	\$9,000.00	\$1,000.00		\$10,000.00	100%	\$0.00	\$500.00
1900	Ceramic Tiling								
1901	Tiling - Material	\$18,150.00	\$18,150.00	\$0.00		\$18,150.00	100%	\$0.00	\$907.50
1902	Tiling - Labor	\$13,245.00	\$13,245.00	\$0.00		\$13,245.00	100%	\$0.00	\$662.25
2000	Flooring & Accessories								
2001	Carpeting	\$26,885.00	\$26,885.00	\$0.00		\$26,885.00	100%	\$0.00	\$1,344.25
2002	Vinyl Tile	\$3,430.00	\$3,430.00	\$0.00		\$3,430.00	100%	\$0.00	\$171.50
2003	Rubber Tile	\$3,775.00	\$3,775.00	\$0.00		\$3,775.00	100%	\$0.00	\$188.75
2004	Stair Nosings	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$50.00
2005	Rubber Base	\$4,490.00	\$4,490.00	\$0.00		\$4,490.00	100%	\$0.00	\$224.50
2006	Transitions	\$1,300.00	\$1,300.00	\$0.00		\$1,300.00	100%	\$0.00	\$65.00
2007	Adhesives	\$1,470.00	\$1,470.00	\$0.00		\$1,470.00	100%	\$0.00	\$73.50
2100	Floor Preparation	\$5,500.00	\$5,500.00	\$0.00		\$5,500.00	100%	\$0.00	\$275.00

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			PREVIOUS APPLICATION	THIS PERIOD					
2200	Epoxy Resinous Flooring								
2201	Epoxy Floor Coating	\$12,975.00	\$12,975.00	\$0.00		\$12,975.00	100%	\$0.00	\$648.75
2202	Epoxy Cove Base	\$7,865.00	\$7,865.00	\$0.00		\$7,865.00	100%	\$0.00	\$393.25
2300	Wall Coverings	\$25,000.00	\$22,445.00	\$2,555.00		\$25,000.00	100%	\$0.00	\$1,250.00
2400	Painting								
2401	Dryfall Exposed Structure - Labor	\$500.00	\$500.00	\$0.00		\$500.00	100%	\$0.00	\$25.00
2402	Dryfall Exposed Structure - Material	\$200.00	\$200.00	\$0.00		\$200.00	100%	\$0.00	\$10.00
2403	Tape, Float, & Texture - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$1,200.00
2404	Tape, Float, & Texture - Material	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100%	\$0.00	\$400.00
2405	Prime & Paint Gypsum - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$1,200.00
2406	Prime & Paint Gypsum - Material	\$9,000.00	\$9,000.00	\$0.00		\$9,000.00	100%	\$0.00	\$450.00
2407	CMU Block Fill & Paint - Labor	\$8,100.00	\$8,100.00	\$0.00		\$8,100.00	100%	\$0.00	\$405.00
2408	CMU Block Fill & Paint - Material	\$4,300.00	\$4,300.00	\$0.00		\$4,300.00	100%	\$0.00	\$215.00
2409	Paint Interior Metals - Labor	\$9,700.00	\$9,700.00	\$0.00		\$9,700.00	100%	\$0.00	\$485.00
2410	Paint Interior Metals - Material	\$2,400.00	\$2,400.00	\$0.00		\$2,400.00	100%	\$0.00	\$120.00
2411	Paint Exterior Metals - Labor	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100%	\$0.00	\$300.00
2412	Paint Exterior Metals - Material	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00
2413	Wood Doors Finishing - Labor	\$10,500.00	\$0.00	\$10,500.00		\$10,500.00	100%	\$0.00	\$525.00
2414	Wood Doors Finishing - Material	\$2,700.00	\$0.00	\$2,700.00		\$2,700.00	100%	\$0.00	\$135.00
2500	Specialties								
2501	Toilet Partitions - Material	\$8,519.00	\$8,519.00	\$0.00		\$8,519.00	100%	\$0.00	\$425.95
2502	Toilet Partitions - Labor	\$3,129.00	\$3,129.00	\$0.00		\$3,129.00	100%	\$0.00	\$156.45
2503	Wall & Door Protection - Materials	\$2,111.00	\$2,111.00	\$0.00		\$2,111.00	100%	\$0.00	\$105.55
2504	Wall & Door Protection - Labor	\$1,373.00	\$1,373.00	\$0.00		\$1,373.00	100%	\$0.00	\$68.65
2505	Toilet Accessories - Material	\$13,950.00	\$13,950.00	\$0.00		\$13,950.00	100%	\$0.00	\$697.50
2506	Toilet Accessories - Labor	\$3,933.00	\$3,933.00	\$0.00		\$3,933.00	100%	\$0.00	\$196.65
2507	Fire Protection Specialties - Material	\$3,436.00	\$3,436.00	\$0.00		\$3,436.00	100%	\$0.00	\$171.80
2508	Fire Protection Specialties - Labor	\$1,254.00	\$1,254.00	\$0.00		\$1,254.00	100%	\$0.00	\$62.70
2600	Building Signage	\$19,625.00	\$19,625.00	\$0.00		\$19,625.00	100%	\$0.00	\$981.25
2700	Metal Lockers	\$26,604.00	\$26,604.00	\$0.00		\$26,604.00	100%	\$0.00	\$1,330.20
2800	Equipment	\$79,507.00	\$79,507.00	\$0.00		\$79,507.00	100%	\$0.00	\$3,975.35
2900	Window Treatments	\$7,125.00	\$0.00	\$7,125.00		\$7,125.00	100%	\$0.00	\$356.25
3000	Countertops								
3001	Stainless Steel Countertops	\$29,754.00	\$29,754.00	\$0.00		\$29,754.00	100%	\$0.00	\$1,487.70
3002	Quartz Countertops	\$13,496.00	\$0.00	\$13,496.00		\$13,496.00	100%	\$0.00	\$674.80

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A		B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	G % (F ÷ B)	BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3100	Elevator								
3101	Deposit - 50%	\$47,117.00	\$47,117.00	\$0.00		\$47,117.00	100%	\$0.00	\$2,355.85
3102	Brackets & Rails	\$5,369.00	\$5,369.00	\$0.00		\$5,369.00	100%	\$0.00	\$268.45
3103	Machine	\$6,693.00	\$6,693.00	\$0.00		\$6,693.00	100%	\$0.00	\$334.65
3104	Car, CET, & Buffers	\$3,346.00	\$3,346.00	\$0.00		\$3,346.00	100%	\$0.00	\$167.30
3105	Motor Generator & Starter	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$134.25
3106	Controller & Selector	\$4,707.00	\$4,707.00	\$0.00		\$4,707.00	100%	\$0.00	\$235.35
3107	Control Accessories	\$2,023.00	\$2,023.00	\$0.00		\$2,023.00	100%	\$0.00	\$101.15
3108	Door, Frame, & Sills	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$134.25
3109	Cab & Cab Doors	\$1,324.00	\$1,324.00	\$0.00		\$1,324.00	100%	\$0.00	\$66.20
3110	Door Opener	\$1,323.00	\$1,323.00	\$0.00		\$1,323.00	100%	\$0.00	\$66.15
3111	Installation	\$16,962.00	\$16,962.00	\$0.00		\$16,962.00	100%	\$0.00	\$848.10
3200	Fire Suppression System								
3201	Engineering / Submittals	\$7,238.00	\$7,238.00	\$0.00		\$7,238.00	100%	\$0.00	\$361.90
3202	Sprinkler System - Material	\$44,358.00	\$44,358.00	\$0.00		\$44,358.00	100%	\$0.00	\$2,217.90
3203	Sprinkler System - Labor	\$16,237.00	\$16,237.00	\$0.00		\$16,237.00	100%	\$0.00	\$811.85
3300	Plumbing								
3301	Rough-In - Labor	\$48,019.00	\$48,019.00	\$0.00		\$48,019.00	100%	\$0.00	\$2,400.95
3302	Rough-In - Material	\$32,358.00	\$32,358.00	\$0.00		\$32,358.00	100%	\$0.00	\$1,617.90
3303	Condensate - Labor	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3304	Condensate - Material	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
3305	Gas Piping - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$250.00
3306	Gas Piping - Labor	\$6,703.00	\$6,703.00	\$0.00		\$6,703.00	100%	\$0.00	\$335.15
3307	Insulation	\$27,500.00	\$27,500.00	\$0.00		\$27,500.00	100%	\$0.00	\$1,375.00
3308	Top Out - Labor	\$36,433.00	\$36,433.00	\$0.00		\$36,433.00	100%	\$0.00	\$1,821.65
3309	Top Out - Material	\$54,144.00	\$54,144.00	\$0.00		\$54,144.00	100%	\$0.00	\$2,707.20
3310	Set Out - Labor	\$23,169.00	\$23,169.00	\$0.00		\$23,169.00	100%	\$0.00	\$1,158.45
3311	Set Out - Material	\$53,944.00	\$53,944.00	\$0.00		\$53,944.00	100%	\$0.00	\$2,697.20
3400	HVAC								
3401	Mobilization	\$5,210.00	\$5,210.00	\$0.00		\$5,210.00	100%	\$0.00	\$260.50
3402	Administration	\$14,581.00	\$14,581.00	\$0.00		\$14,581.00	100%	\$0.00	\$729.05
3403	RTUs - Equipment	\$100,437.00	\$100,437.00	\$0.00		\$100,437.00	100%	\$0.00	\$5,021.85
3404	RTUs - Material	\$306.00	\$306.00	\$0.00		\$306.00	100%	\$0.00	\$15.30
3405	RTUs - Labor	\$3,549.00	\$3,549.00	\$0.00		\$3,549.00	100%	\$0.00	\$177.45
3406	MAUs - Equipment	\$87,949.00	\$87,949.00	\$0.00		\$87,949.00	100%	\$0.00	\$4,397.45

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3407	MAUs - Material	\$44.00	\$44.00	\$0.00		\$44.00	100%	\$0.00	\$2.20
3408	MAUs - Labor	\$797.00	\$797.00	\$0.00		\$797.00	100%	\$0.00	\$39.85
3409	Unit Heaters - Equipment	\$522.00	\$522.00	\$0.00		\$522.00	100%	\$0.00	\$26.10
3410	Unit Heaters - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$2.60
3411	Unit Heaters - Labor	\$181.00	\$181.00	\$0.00		\$181.00	100%	\$0.00	\$9.05
3412	Dehumidifier - Equipment	\$515.00	\$515.00	\$0.00		\$515.00	100%	\$0.00	\$25.75
3413	Dehumidifier - Labor	\$145.00	\$145.00	\$0.00		\$145.00	100%	\$0.00	\$7.25
3414	Air Devices - Equipment	\$10,282.00	\$10,282.00	\$0.00		\$10,282.00	100%	\$0.00	\$514.10
3415	Sheetmetal - Material	\$48,353.00	\$48,353.00	\$0.00		\$48,353.00	100%	\$0.00	\$2,417.65
3416	Ductwork Install - Material	\$2,635.00	\$2,635.00	\$0.00		\$2,635.00	100%	\$0.00	\$131.75
3417	Ductwork Install - Labor	\$25,866.00	\$25,866.00	\$0.00		\$25,866.00	100%	\$0.00	\$1,293.30
3418	Ductless Splits - Equipment	\$15,388.00	\$15,388.00	\$0.00		\$15,388.00	100%	\$0.00	\$769.40
3419	Ductless Splits - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$2.60
3420	Ductless Splits - Labor	\$254.00	\$254.00	\$0.00		\$254.00	100%	\$0.00	\$12.70
3421	Trim-Out - Material	\$1,095.00	\$1,095.00	\$0.00		\$1,095.00	100%	\$0.00	\$54.75
3422	Trim-Out - Labor	\$6,739.00	\$6,739.00	\$0.00		\$6,739.00	100%	\$0.00	\$336.95
3423	Piping - Material	\$7,015.00	\$7,015.00	\$0.00		\$7,015.00	100%	\$0.00	\$350.75
3424	Piping - Labor	\$5,958.00	\$5,958.00	\$0.00		\$5,958.00	100%	\$0.00	\$297.90
3425	Start-Up - Material	\$1,995.00	\$1,995.00	\$0.00		\$1,995.00	100%	\$0.00	\$99.75
3426	Start-Up - Labor	\$3,364.00	\$3,364.00	\$0.00		\$3,364.00	100%	\$0.00	\$168.20
3427	Testing & Balancing	\$3,927.00	\$3,927.00	\$0.00		\$3,927.00	100%	\$0.00	\$196.35
3428	HVAC Insulation	\$10,301.00	\$10,301.00	\$0.00		\$10,301.00	100%	\$0.00	\$515.05
3429	DDC Controls	\$58,590.00	\$58,590.00	\$0.00		\$58,590.00	100%	\$0.00	\$2,929.50
3500	Electrical								
3501	Mobilization	\$23,700.00	\$23,700.00	\$0.00		\$23,700.00	100%	\$0.00	\$1,185.00
3502	Light Fixtures - Equipment	\$101,500.00	\$101,500.00	\$0.00		\$101,500.00	100%	\$0.00	\$5,075.00
3503	Light Fixtures - Labor	\$28,500.00	\$28,500.00	\$0.00		\$28,500.00	100%	\$0.00	\$1,425.00
3504	Light Fixtures - Material	\$14,500.00	\$14,500.00	\$0.00		\$14,500.00	100%	\$0.00	\$725.00
3505	Gear	\$103,500.00	\$103,500.00	\$0.00		\$103,500.00	100%	\$0.00	\$5,175.00
3506	Dist. Equipment - Labor	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
3507	Dist. Equipment - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3508	Devices - Equipment	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3509	Devices - Labor	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$2,000.00
3510	Devices - Material	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$1,600.00
3511	Transfer Switch	\$13,500.00	\$13,500.00	\$0.00		\$13,500.00	100%	\$0.00	\$675.00

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

APPLICATION NO: Eighteen (18)
APPLICATION DATE: 12/31/24
PERIOD FROM: 12/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3512	Generator - Equipment	\$159,000.00	\$159,000.00	\$0.00		\$159,000.00	100%	\$0.00	\$7,950.00
3513	Generator - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$250.00
3514	Generator - Labor	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100%	\$0.00	\$200.00
3515	Branch Circuits - Labor	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3516	Branch Circuits - Material	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3517	HVAC Connections - Labor	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$350.00
3518	HVAC Connections - Material	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
3519	Feeders - Labor	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	\$325.00
3520	Feeders - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
3521	Site - Labor	\$20,000.00	\$20,000.00	\$0.00		\$20,000.00	100%	\$0.00	\$1,000.00
3522	Site - Material	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100%	\$0.00	\$1,750.00
3523	Site Lighting - Labor	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100%	\$0.00	\$300.00
3524	Site Lighting - Material	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$125.00
3600	Fire Alarm System								
3601	Submittals / Engineering	\$4,426.00	\$4,426.00	\$0.00		\$4,426.00	100%	\$0.00	\$221.30
3602	Fire Alarm - Labor	\$10,212.00	\$8,170.00	\$2,042.00		\$10,212.00	100%	\$0.00	\$510.60
3603	Fire Alarm - Material	\$32,081.00	\$32,081.00	\$0.00		\$32,081.00	100%	\$0.00	\$1,604.05
3700	General Requirements	\$132,238.00	\$116,037.00	\$16,201.00		\$132,238.00	100%	\$0.00	\$6,611.90
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	SCHEDULED ALLOWANCES	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3800	No. 1 - Contractor's Contingency	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3801	CP #01 - Soap Dispenser Change	(\$812.00)	(\$812.00)	\$0.00		(\$812.00)	100%	\$0.00	(\$40.60)
3802	CP #02 - Remove AWI Certification	(\$10,673.00)	(\$10,673.00)	\$0.00		(\$10,673.00)	100%	\$0.00	(\$533.65)
3803	CP #03 - Alum. Frames to Dark Bronze	\$2,730.00	\$2,730.00	\$0.00		\$2,730.00	100%	\$0.00	\$136.50
3804	CP #04 - Transformer KV _a Credit	(\$17,855.00)	(\$17,855.00)	\$0.00		(\$17,855.00)	100%	\$0.00	(\$892.75)
3805	CP #05 - Ballistic Door Assemblies	\$9,975.00	\$0.00	\$9,975.00		\$9,975.00	100%	\$0.00	\$498.75
3806	CP #07 - PR #01	\$600.00	\$600.00	\$0.00		\$600.00	100%	\$0.00	\$30.00
3807	CP #08 - RFI #18	\$9,475.00	\$9,475.00	\$0.00		\$9,475.00	100%	\$0.00	\$473.75
3808	CP #09 - Signage Credit	(\$6,870.00)	(\$6,870.00)	\$0.00		(\$6,870.00)	100%	\$0.00	(\$343.50)
3809	CP #10 - Bid Alternate #4	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$1,100.00
3810	CP #11 - Door 132A ADA Change	\$3,165.00	\$3,165.00	\$0.00		\$3,165.00	100%	\$0.00	\$158.25
3811	CP #12 - RFI #27	\$1,597.00	\$1,597.00	\$0.00		\$1,597.00	100%	\$0.00	\$79.85
3812	CP #14 - PR #04	\$2,340.00	\$2,340.00	\$0.00		\$2,340.00	100%	\$0.00	\$117.00
3813	CP #15 - PR #03	\$150,000.00	\$150,000.00	\$0.00		\$150,000.00	100%	\$0.00	\$7,500.00
3814	CP #16 - Unallocated Funds to Cont.	(\$150,000.00)	(\$150,000.00)	\$0.00		(\$150,000.00)	100%	\$0.00	(\$7,500.00)

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: Eighteen (18)
APPLICATION DATE: 12/31/24
PERIOD FROM: 12/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3815	CP #17 - ASI #12	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3816	CP #18 - ASI #17	\$7,191.00	\$7,191.00	\$0.00		\$7,191.00	100%	\$0.00	\$359.55
3817	CP #19 - Walls to Deck Transfer Ducts	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3818	CP #20 - PR #003	\$11,440.00	\$11,440.00	\$0.00		\$11,440.00	100%	\$0.00	\$572.00
3819	CP #21 - Replace WM & Lid	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3820	CP #22 - PR #06 & RM 115 Flooring	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3821	CP #23 - PR #11	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3822	CP #24 - PR #09	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3823	CP #25 - PR #08 & PR #10	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3824	CP #26 - PR #03 (Planter Drainage)	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3825	CP #27 - PR #13	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3826	CP #28 - Avenue C	\$15,697.00	\$15,697.00	\$0.00		\$15,697.00	100%	\$0.00	\$784.85
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$309,406.00	\$6,291.00		\$315,697.00	100%	\$0.00	\$15,784.85
4000	*Construction Fee	\$155,178.00	\$152,083.00	\$3,095.00		\$155,178.00	100%	\$0.00	\$7,758.90
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4100	Change Order #01	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4101	Communications	\$62,220.00	\$59,049.00	\$3,171.00		\$62,220.00	100%	\$0.00	\$3,111.00
4102	Audio/Visual Systems - Pre-Wire Only	\$8,460.00	\$7,614.00	\$846.00		\$8,460.00	100%	\$0.00	\$423.00
4103	Electronic Safety & Security	\$163,277.00	\$114,295.00	\$45,717.00		\$160,012.00	98%	\$3,265.00	\$8,000.60
4104	Detention Monitoring & Control System	\$20,000.00	\$0.00	\$0.00		\$0.00		\$20,000.00	\$0.00
4105	Rough-In for Special Systems	\$12,500.00	\$6,250.00	\$6,250.00		\$12,500.00	100%	\$0.00	\$625.00
4106	General Requirements	\$13,323.00	\$4,020.00	\$9,303.00		\$13,323.00	100%	\$0.00	\$666.15
4107	*Quoted General Conditions	\$27,978.00	\$19,123.00	\$8,855.00		\$27,978.00	100%	\$0.00	\$1,398.90
4108	*Construction Fee	\$11,191.00	\$7,649.00	\$314.00		\$7,963.00	71%	\$3,228.00	\$398.15
4200	Change Order #02	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4201	Earthwork	\$28,162.00	\$28,162.00	\$0.00		\$28,162.00	100%	\$0.00	\$1,408.10
4202	Pavement Markings	\$4,281.00	\$4,281.00	\$0.00		\$4,281.00	100%	\$0.00	\$214.05
4203	Landscaping	\$6,279.00	\$0.00	\$6,279.00		\$6,279.00	100%	\$0.00	\$313.95
4204	Sleeves	\$558.00	\$558.00	\$0.00		\$558.00	100%	\$0.00	\$27.90
4205	Site Utilities	\$5,802.00	\$5,802.00	\$0.00		\$5,802.00	100%	\$0.00	\$290.10
4206	Dispose Utility Spoils	\$930.00	\$930.00	\$0.00		\$930.00	100%	\$0.00	\$46.50
4207	Concrete	\$64,615.00	\$64,615.00	\$0.00		\$64,615.00	100%	\$0.00	\$3,230.75
4208	Monument Sign Relocation	\$2,007.00	\$2,007.00	\$0.00		\$2,007.00	100%	\$0.00	\$100.35

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 10 OF 10

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Eighteen (18)
APPLICATION DATE: 12/31/24
PERIOD FROM: 12/01/24
PERIOD TO: 12/31/24

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	%(F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
4209	Flagpole	\$1,791.00	\$1,791.00	\$0.00		\$1,791.00	100%	\$0.00	\$89.55
4210	*Quoted General Conditions	\$11,442.00	\$10,824.00	\$618.00		\$11,442.00	100%	\$0.00	\$572.10
4211	*Construction Fee	\$4,576.00	\$4,333.00	\$243.00		\$4,576.00	100%	\$0.00	\$228.80
4300	Change Order #03	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4301	Earthwork / Asphalt Paving	\$36,377.00	\$36,377.00	\$0.00		\$36,377.00	100%	\$0.00	\$1,818.85
4302	Concrete	\$3,475.00	\$3,475.00	\$0.00		\$3,475.00	100%	\$0.00	\$173.75
4303	*Quoted General Conditions	\$5,555.00	\$5,555.00	\$0.00		\$5,555.00	100%	\$0.00	\$277.75
4304	*Construction Fee	\$2,222.00	\$2,222.00	\$0.00		\$2,222.00	100%	\$0.00	\$111.10
4400	Change Order #04	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
4401	HVAC	\$38,055.00	\$0.00	\$0.00		\$0.00		\$38,055.00	\$0.00
4402	Electrical	\$3,405.00	\$0.00	\$0.00		\$0.00		\$3,405.00	\$0.00
4403	*Quoted General Conditions	\$4,146.00	\$0.00	\$0.00		\$0.00		\$4,146.00	\$0.00
4404	*Construction Fee	\$1,659.00	\$0.00	\$0.00		\$0.00		\$1,659.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$4,894,046.00	\$4,625,393.00	\$194,895.00	\$0.00	\$4,820,288.00	98%	\$73,758.00	\$241,014.40



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

This is acknowledgement of the payment for the work performed on the Elgin Police Department Station.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. EPD Station Resolution-BWC - #12
2. CoElgin - Police Station - BP1 - Pay Application #12 - FINAL_FGMA Signed
3. CoElgin & BWC - BP1 - G701-2017 - CO #02_Signed FGMA
4. Elgin - Police (BP1) - AIA G706-1994 - Affidavit of Payment of Debts & Claims
5. Elgin - Police (BP1) - AIA G706A-1994 - Affidavit of Release of Liens
6. Elgin - Police (BP1) - AIA G707 - Consent of Surety

{ } 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. 2025-02-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ACKNOWLEDGING THE INTERIM CITY MANAGER'S EXECUTION OF THE PAYMENT APPLICATION WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is currently underway with the Elgin Police Department Station project; and,

WHEREAS, these changes have been reviewed by the City Engineer and staff and are now recommending them for approval; 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. Acknowledgment. The City Council ratifies the Interim City Manager's execution of the payment of a dollar amount of \$59,081.83 for Bid Package 1, Payment Application #12, for professional services fees associated with the City of Elgin Police Department Station Project.

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

FGMARCHITECTS

January 15, 2025

City of Elgin
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #12 – Bid Package #1
City of Elgin - New Police Station**

Dear City Manager,

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 \$59,081.83

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

Sincerely,



Jaime Palomo, AIA | Vice President, Managing Director
jaimepalomo@fgmarchitects.com

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

Enclosure(s): Payment Application #12 – Bid Package #1

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

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

CONTRACT FOR: General Construction

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

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

APPLICATION NO: Twelve (12) - FINAL
APPLICATION DATE: December 31, 2024

PERIOD FROM: June 1, 2024
PERIOD TO: December 31, 2024

PROJECT NO: 599

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR
☐
☐

CONTRACT DATE: February 21, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	\$1,601,275.00
2. Net change by Change Orders	\$	<u>- \$387,440.62</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,213,834.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,213,834.38
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	0.00
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$1,213,834.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$1,154,752.55
8. CURRENT PAYMENT DUE	\$	\$59,081.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$327,837.00
Total approved this Month	\$0.00	\$59,603.62
TOTALS	\$0.00	\$387,440.62
NET CHANGES by Change Order	(\$387,440.62)	

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: December 31, 2024

State of Texas County of Bell

Subscribed and sworn to before me this 31st day of December, 2024.

Notary Public: 

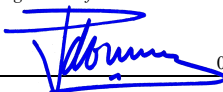


Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

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. \$ \$59,081.83

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

ARCHITECT: FGM ARCHITECTS, INC. 

By:/Date: 01/15/2025

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12 - FINAL
APPLICATION DATE: 12/31/24
PERIOD FROM: 06/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED PREVIOUS APPLICATION		D THIS PERIOD	E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 0.00%
100	Earthwork									
101	Mobilization	\$15,000.00	\$15,000.00		\$0.00		\$15,000.00	100%	\$0.00	\$0.00
102	Site Demolition / Stripping	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100%	\$0.00	\$0.00
103	Mass Excavation	\$38,000.00	\$38,000.00		\$0.00		\$38,000.00	100%	\$0.00	\$0.00
104	Building Pad	\$30,000.00	\$30,000.00		\$0.00		\$30,000.00	100%	\$0.00	\$0.00
200	Site Specialties	\$5,550.00	\$0.00		\$5,550.00		\$5,550.00	100%	\$0.00	\$0.00
300	Site Utilities									
301	Sewer - Labor	\$13,996.00	\$13,996.00		\$0.00		\$13,996.00	100%	\$0.00	\$0.00
302	Sewer - Equipment	\$8,806.00	\$8,806.00		\$0.00		\$8,806.00	100%	\$0.00	\$0.00
303	Sewer - Material	\$10,545.00	\$10,545.00		\$0.00		\$10,545.00	100%	\$0.00	\$0.00
304	Water - Labor	\$21,649.00	\$21,649.00		\$0.00		\$21,649.00	100%	\$0.00	\$0.00
305	Water - Equipment	\$5,918.00	\$5,918.00		\$0.00		\$5,918.00	100%	\$0.00	\$0.00
306	Water - Material	\$19,069.00	\$19,069.00		\$0.00		\$19,069.00	100%	\$0.00	\$0.00
400	Concrete									
401	Foundation	\$203,000.00	\$203,000.00		\$0.00		\$203,000.00	100%	\$0.00	\$0.00
402	Slab-on-Metal Deck	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100%	\$0.00	\$0.00
403	Concrete Paving	\$50,000.00	\$26,000.00		\$24,000.00		\$50,000.00	100%	\$0.00	\$0.00
404	Sidewalks	\$13,000.00	\$0.00		\$13,000.00		\$13,000.00	100%	\$0.00	\$0.00
405	Bollards - Installation	\$3,000.00	\$0.00		\$3,000.00		\$3,000.00	100%	\$0.00	\$0.00
406	Transformer Pad	\$3,000.00	\$3,000.00		\$0.00		\$3,000.00	100%	\$0.00	\$0.00
407	Dumpster Pad	\$3,000.00	\$0.00		\$3,000.00		\$3,000.00	100%	\$0.00	\$0.00
408	Site Rebar	\$11,000.00	\$11,000.00		\$0.00		\$11,000.00	100%	\$0.00	\$0.00
500	Masonry									
501	Structural Masonry - Material	\$75,190.00	\$75,190.00		\$0.00		\$75,190.00	100%	\$0.00	\$0.00
502	Structural Masonry - Labor	\$98,395.00	\$98,395.00		\$0.00		\$98,395.00	100%	\$0.00	\$0.00
503	Structural Masonry - Equipment	\$19,249.00	\$19,249.00		\$0.00		\$19,249.00	100%	\$0.00	\$0.00
600	Structural Steel - Fabrication									
601	Structural Steel - Building	\$226,750.00	\$226,750.00		\$0.00		\$226,750.00	100%	\$0.00	\$0.00
602	Structural Steel - Sally Port	\$17,000.00	\$17,000.00		\$0.00		\$17,000.00	100%	\$0.00	\$0.00
603	Structural Steel - Canopies	\$43,500.00	\$43,500.00		\$0.00		\$43,500.00	100%	\$0.00	\$0.00
700	Structural Steel - Erection	\$116,900.00	\$116,900.00		\$0.00		\$116,900.00	100%	\$0.00	\$0.00
800	Metal Fabrications	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	100%	\$0.00	\$0.00
900	SWPPP	\$2,000.00	\$2,000.00		\$0.00		\$2,000.00	100%	\$0.00	\$0.00
1000	General Requirements	\$38,499.00	\$36,575.00		\$1,924.00		\$38,499.00	100%	\$0.00	\$0.00
1100	*Quoted General Conditions	\$111,730.00	\$106,524.00		\$5,206.00		\$111,730.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3

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

APPLICATION NO: 12 - FINAL
APPLICATION DATE: 12/31/24
PERIOD FROM: 06/01/24
PERIOD TO: 12/31/24

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 0.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1200	*Construction Fee	\$44,692.00	\$42,463.00	\$2,229.00		\$44,692.00	100%	\$0.00	\$0.00
	CHANGE ORDERS								
1300	Change Order #01	Included Above	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1400	Change Order #02	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1401	Credit Un-Used GMP Funds	(\$52,249.00)	\$0.00	(\$52,249.00)		(\$52,249.00)	100%	\$0.00	\$0.00
1402	Credit Adjustment on General Conditions	(\$5,253.30)	\$0.00	(\$5,253.30)		(\$5,253.30)	100%	\$0.00	\$0.00
1403	Credit Adjustment on Construction Fee	(\$2,101.32)	\$0.00	(\$2,101.32)		(\$2,101.32)	100%	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$1,213,834.38	\$1,215,529.00	(\$1,694.62)	\$0.00	\$1,213,834.38	100%	\$0.00	\$0.00



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

New Police Station - BP1
204 Depot Street
Elgin, Texas 78624

CONTRACT INFORMATION:

Contract For: General Construction
Date: February 21, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 002
Date: December 31, 2024

OWNER: (Name and address)

The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

ARCHITECT: (Name and address)

FGM Architects, Inc.
3711 South Mopac Expressway, Building
2, Suite 150
Austin, Texas 78746

CONTRACTOR: (Name and address)

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

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order includes the crediting of un-used Guaranteed Maximum Price (GMP) funds, the calculation of the final Construction Manager's Fee based on 4.00% the Actual Cost of the Work, and the calculation of the final compensation for General Conditions based on 10.00% the Actual Cost of the Work.

Summary

- Credit Un-Used GMP Funds:	(\$52,249.00)
- Credit Reduction of Construction Fee:	(\$2,101.32)
- Credit Reduction of General Conditions Compensation:	(\$5,253.30)
- TOTAL CREDITED SUM =	(\$59,603.62)

Construction Fee & General Conditions Compensation Calculations

- Total Sum, Actual Cost of the Work: \$1,064,767.00

- Total Construction Fee: \$1,064,767.00 x 0.04 = \$42,590.68

- Originally Scheduled Construction Fee: \$44,692.00

- Final Construction Fee Total: (\$42,590.68)

- Overall Construction Fee Credit: (\$2,101.32)

- Total General Conditions Compensation: \$1,064,767.00 x 0.10 = \$106,476.70

- Originally Scheduled General Conditions Compensation: \$111,730.00

- Final General Conditions Compensation: (\$106,476.70)

- Overall General Conditions Compensation Credit: (\$5,253.30)

Final Contract Sum Calculation

- Actual Cost of the Work: \$1,064,767.00

- Construction Fee: \$42,590.68

- General Conditions Compensation: \$106,476.70

- **TOTAL CONTRACT SUM = \$1,213,834.38**

The original Guaranteed Maximum Price was

\$ 1,601,275.00

The net change by previously authorized Change Orders

\$ -327,837.00

The Guaranteed Maximum Price prior to this Change Order was

\$ 1,273,438.00

The Guaranteed Maximum Price will be decreased by this Change Order in the amount of

\$ 59,603.62

The new Guaranteed Maximum Price including this Change Order will be

\$ 1,213,834.38

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract

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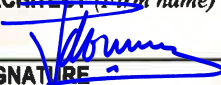
User Notes:

(3B9ADA52)

Page 95 of 247

Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects, Inc.
ARCHITECT (Firm name)

SIGNATURE
Jaime Palomo, Principal
PRINTED NAME AND TITLE
01/15/2025
DATE

Baird/Williams Construction, Ltd.
CONTRACTOR (Firm name)

SIGNATURE
Derek Marshall, Vice President
PRINTED NAME AND TITLE
1.7.2025
DATE

The City of Elgin, Texas
OWNER (Firm name)

SIGNATURE
Beau Perry, City Manager
PRINTED NAME AND TITLE

DATE



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
New Police Station - Bid Package 1
(BP1)
204 Depot Street
Elgin, Texas 78621

ARCHITECT'S PROJECT NUMBER:

FGMA #22-3415.01

CONTRACT FOR: General Construction

CONTRACT DATED: February 21, 2023

TO OWNER: *(Name and address)*
The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☒
OTHER: ☐

STATE OF: TEXAS
COUNTY OF: BELL

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

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

BY:

(Signature of authorized representative)

Derek Marshall, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Becky Parks
My Commission Expires: July 18, 2028





AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
New Police Station - Bid Package 1
(BP1)

204 Depot Street
Elgin, Texas 78624

TO OWNER: *(Name and address)*

The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

ARCHITECT'S PROJECT NUMBER:
FGMA #22-3415.01

CONTRACT FOR: General
Construction

CONTRACT DATED: February 21,
2023

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

SURETY: ☒

OTHER: ☐

STATE OF: TEXAS
COUNTY OF: BELL

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Baird/Williams Construction, Ltd.
P.O. Box 917
Temple, Texas 76503

BY:

(Signature of authorized representative)

Derek Marshall, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Becky Parks

My Commission Expires: July 18, 2028



Bond # 9357894

 AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> New Police Station - Bid Package 1 (BP1) 204 Depot Street Elgin, Texas 78621	ARCHITECT'S PROJECT NUMBER: FGMA #22-3415.01 CONTRACT FOR: General Construction	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☒ OTHER: ☐
TO OWNER: <i>(Name and address)</i> The City of Elgin, Texas 310 North Main Street Elgin, Texas 78621	CONTRACT DATED: February 21, 2023	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland
1200 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

October 1, 2024

Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland

(Surety)


(Signature of authorized representative)

Attest:
(Seal): 

Emily Mikeska, Attorney-in-Fact
(Printed name and title)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John R. WARD, Monica Ruby VEAZEY, John William NEWBY, Thomas Douglas MOORE, Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY, Emily Allison MIKESKA, Allyson W. DEAN, Colin E. CONLY, Andrew Gareth ADDISON, Patrick Thomas COYLE, Michael Donald HENDERICKSON, Bryan Kelly MOORE, Elizabeth ORTIZ, Ana OWENS, Betty J. REEH **all of Addison, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

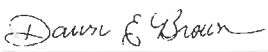
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of February, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of February, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Iva Bethea
Notary Public



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 1st day of October, 2024



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER FOR THE ROY RIVERS PROJECT PHASE IV ADDITIONAL ENGINEERING SERVICES, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of the resolution

BACKGROUND:

TRC was hired to design, bid and manage during construction Roy Rivers Phase IV Utilities project. The City of Elgin has added additional work in other areas of the City to the contractor's contract and asked that TRC oversee this paperwork. The proposed change order increase their contract to account for this.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the resolution

ATTACHMENTS:

1. ITEM IX.4. Roy Rivers - RESOLUTION NO 2025-01-21-XX
2. Additional Engineering Services Proposal - Roy Rivers Phase IV Utilities

{ } 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. 2025-02-04-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE
CHANGE ORDER FOR THE ROY RIVERS PROJECT PHASE IV
ADDITIONAL ENGINEERING SERVICES, AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin is currently underway with the Roy Rivers Phase IV utility project;
and

WHEREAS, Certain value-added changes were made to the project including water lines on Ave B
and additional time reviewing RFIs; and

WHEREAS, these changes have been reviewed by the City Engineer and staff and are now
recommending them for approval; and

WHEREAS, The Mayor is authorized to make such changes as described in the original agreement
with TRC Engineers.

**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 Interim City Manager or Mayor is hereby authorized to execute
Change Order 17 in the amount of the proposal attached and identified as Exhibit A. "Roy Rivers
Phase IV Utilities".

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 4th day of February 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

January 7, 2025

Mr. Beau Perry, Interim City Manager
City of Elgin
310 North Main
Elgin, Texas 78621

**RE: City of Elgin
Roy Rivers Phase IV Utilities
Additional Engineering Services Proposal**

Dear Mr. Perry:

TRC Engineers, Inc. (TRC) has prepared this change order for professional engineering services for the contract management services on the above-referenced project, described as follows:

SCOPE OF WORK

TRC will perform the following Scope of Work:

1. TRC will provide project management services for the construction project based providing additional services related to the additional work supplemented to the project through three (3) construction change orders.
2. Continued support on submittals, RFI's, change orders, and integration of other project related work offsite.

COMPENSATION FOR SERVICES

TRC Engineers, Inc. will provide the professional engineering services as outlined in the Scope of Work and within the Master Services Agreement executed between the City and TRC. The costs to provide these additional engineering services is **\$3,235.00** (lump sum).

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

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

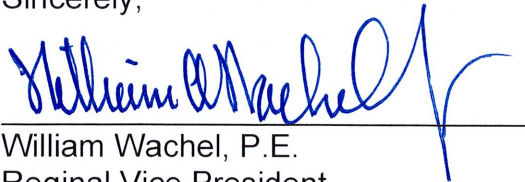
The services will be provided in Bastrop County.

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

Mr. Beau Perry, Interim City Manager
City of Elgin
January 7, 2025
Page 2 of 2

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

Sincerely,



William Wachel, P.E.
Regional Vice President

01/07/2025

Date

Beau Perry, Interim City Manager
City of Elgin

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY ESTIMATE NO.2 FOR THE ROY RIVERS PROJECTS PHASE IV FOR ATLAS CONSTRUCTION CORP.; AND MAKING CERTAIN FINDING RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of the resolution.

BACKGROUND:

TRC was hired to design, bid and manage construction of the Roy Rivers Phase IV Utilities project. The City of Elgin has added additional work in other areas of the City to the contractor's scop of work as well The City has added scope to TRC's contract. The City has continued to ask TRC to manage parts of this contract on behalf of the City.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the resolution

ATTACHMENTS:

1. Pay Estimate No.2 Roy Rivers - Resolution
2. Pay App No. 2 - Roy Rivers Phase IV Utilities

{ } 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. 2025-02-04-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE PAY ESTIMATE NO.2 FOR THE ROY RIVERS
PROJECTS PHASE IV FOR ATLAS CONSTRUCTION
CORP.; AND MAKING CERTAIN FINDING RELATED
THERETO.**

WHEREAS, the City of Elgin is currently underway with the Roy Rivers Phase IV utility project and;

WHEREAS, this pay application is standard and routine to the project moving forward and;

WHEREAS, Staff is now presenting this pay application as a means of transparency and status of the project, and recommend the item for payment.

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 Interim City Manager or Mayor is hereby authorized to execute Pay application 2 for the Roy Rivers Utilities Phae IV project in the amount of the proposal attached and identified as Exhibit A. "Roy Rivers Phase IV Utilities".

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

January 13, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
1135 Swenson Boulevard
Elgin, Texas 78621

**RE: Roy Rivers Phase IV Utilities
Pay Request No. 2**

Dear Mr. Gonzalez:

Enclosed for consideration by the City of Elgin is the Pay Estimate No. 2 for Atlas Construction Corp. Please see the following table for a summary of the contract and payment amounts.

Current Contract Amount	Amount this Estimate	Previous Payments	Total Amount Remaining (including Retainage)
\$480,850.13	\$172,899.54	\$82,817.70	\$225,132.89

It is recommended that payment be made in the amount of **\$172,899.54** at the City's earliest convenience. Please sign and forward a digital copy to Atlas Construction Corp. at erika@atlasconstructiontx.com, and TRC at wwachel@trccompanies.com. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

William Wachel, P.E.
Central Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosure

Contractor's Application for Payment No.

2

Application Period: 12/1/24 - 12/20/2024		Application Date: 12/20/24
To (Owner): CITY OF ELGIN	From (Contractor): Atlas Construction	Via (Engineer): TRC ENGINEERS
Project: ROY RIVERS PHASE IV UTILITIES	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
CO1	\$87,742.54	
TOTALS	\$87,742.54	
NET CHANGE BY CHANGE ORDERS	\$87,742.54	

1. ORIGINAL CONTRACT PRICE.....	\$	\$393,107.59
2. Net change by Change Orders.....	\$	\$87,742.54
3. Current Contract Price (Line 1 ± 2).....	\$	\$480,850.13
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$269,176.05
5. RETAINAGE:		
a. 5% X \$269,176.05 Work Completed.....	\$	\$13,458.80
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$13,458.80
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$255,717.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$82,817.70
8. AMOUNT DUE THIS APPLICATION.....	\$	\$172,899.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$225,132.89

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Emilia Sanchez Date: 1/13/25

Payment of: \$ 172,899.54
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: William A. Stachely 01/13/2025
 (Engineer) (Date)
 Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) (Date)
 Approved by: _____
 (Inspector) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): ROY RIVERS PHASE IV UTILITIES						Application Number: 2					
Application Period: 12/1/24 - 12/20/2024						Application Date: 12/20/24					
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1.00	FOR FURNISHING THE MOBILIZATION TO THE SITE AT PROJECT COMMENCEMENT AND DEMOBILIZATION FROM THE SITE AT PROJECT END	1	LS	\$30,527.64	\$30,527.64	0.9	\$27,474.88		\$27,474.88	90.0%	\$3,052.76
2.00	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 6" DR 18 C900 PVC WATER LINE	15	LF	\$96.44	\$1,446.60						\$1,446.60
3.00	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 12" DR 18 C900 PVC WATER LINE	1662	LF	\$95.02	\$157,923.24	500	\$47,510.00		\$47,510.00	30.1%	\$110,413.24
4.00	FOR FURNISHING ALL LABOR MATERIALS EQUIPMENT AND FOR INSTALLING 24" OD 1/4" SMOOTH STEEL CASING (BY OPEN CUT, INCLUDING 12" DR 18 C900 PVC PIPE)	75	LF	\$282.71	\$21,203.25						\$21,203.25
5.00	FOR FURNISHING AND INSTALLING 6" MJ AWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEG-A-LUG GLANDS AND CONCRETE COLLAR	3	EA	\$2,180.15	\$6,540.45						\$6,540.45
6.00	FOR FURNISHING AND INSTALLING 12" MJ AWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEG-A-LUG GLANDS AND CONCRETE COLLAR	4	EA	\$4,839.60	\$19,358.40						\$19,358.40
7.00	FOR FURNISHING AND INSTALLING MATERIALS, LABOR AND EQUIPMENT FOR INSTALLING NEW FIRE HYDRANT ASSEMBLIES	3	EA	\$5,791.25	\$17,373.75						\$17,373.75
8.00	FOR CONNECTION OF PROPOSED WATER LINE TO EXISTING 12" PVC WATER MAIN	1	EA	\$1,784.49	\$1,784.49	1	\$1,784.49		\$1,784.49	100.0%	
9.00	FOR FURNISHING ALL LABOR, MATERIAL AND EQUIPMENT FOR INSTALLATION OF INDUCTIVE TRACER WIRE FOR THE PROPOSED WATER MAIN AND CROSSING	1752	LF	\$1.99	\$3,486.48	500	\$995.00		\$995.00	28.5%	\$2,491.48
10.00	FOR FURNISHING AND INSTALLING DUCTILE IRON COMPACT MAIN LINE FITTINGS FOR THE PROPOSED WATER LINE TO INCLUDE MEG A LUG GLANDS	1,640	TON	\$9,634.52	\$15,800.61	0.35	\$3,372.08		\$3,372.08	21.3%	\$12,428.53
11.00	FOR FURNISHING AND INSTALLING OSHA REQUIRED TRENCH EXCAVATION PROTECTION FOR ALL PROPOSED WATER LINES	1752	EA	\$1.60	\$2,803.20	500	\$800.00		\$800.00	28.5%	\$2,003.20
12.00	FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 0-6' DEPTH OF CUT	402	LF	\$69.25	\$27,838.50	694	\$48,059.50		\$48,059.50	172.6%	-\$20,221.00
13.00	FOR FURNISHING ALL LABOR, MATERIAL S, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 6'-12' DEPTH OF CUT	108	LF	\$77.64	\$8,385.12	108	\$8,385.12		\$8,385.12	100.0%	
14.00	FOR FURNISHING ALL LABOR, MATERIAL S, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 12'-16' DEPTH OF CUT	302	LF	\$83.19	\$25,123.38						\$25,123.38
15.00	FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 20" OD 3/8" SMOOTH STEEL CASING (BY OPEN CUT INCLUDING 10" SDR 26 PVC) GRAVEL BACKFILL	75	LF	\$206.71	\$15,503.25	75	\$15,503.25		\$15,503.25	100.0%	
16.00	FOR CONNECTION OF PROPOSED SANITARY SEWER LINE TO EXISTING 10" PVC SANITARY SEWER STUB-OUT	1	EA	\$1,227.86	\$1,227.86	1	\$1,227.86		\$1,227.86	100.0%	
17.00	FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO INSTALL 4' DIAMETER PRECAST CONCRETE MANHOLES (STANDARD 6' DEPTH)	4	EA	\$3,829.47	\$15,317.88	4	\$15,317.88		\$15,317.88	100.0%	
18.00	FOR FURNISHING ALL MATERIALS LABOR EQUIPMENT TO CONSTRUCT EXTRA DEPTH TO ALL STANDARD 4' DIAMETER MANHOLES	1	VF	\$304.38	\$304.38	1	\$304.38		\$304.38	100.0%	
19.00	FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO INSTALL RAVEN SERIES 405 LINING ON ALL SANITARY SEWER MANHOLES	24.0	VF	\$149.56	\$3,589.44						\$3,589.44
20.00	FOR FURNISHING AND INSTALLING OSHA REQUIRED TRENCH EXCAVATION PROTECTION FOR ALL PROPOSED SEWER LINES	812	LF	\$1.60	\$1,299.20	812	\$1,299.20		\$1,299.20	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): ROY RIVERS PHASE IV UTILITIES						Application Number: 2					
Application Period: 12/1/24 - 12/20/2024						Application Date: 12/20/24					
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
21.00	FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO VIDEO THE PROPOSED SANITARY SEWER AND PROVIDE TO THE CITY	812	LF	\$10.70	\$8,688.40						\$8,688.40
22.00	SWPPP	1	LS	\$7,582.07	\$7,582.07	1	\$7,582.07		\$7,582.07	100.0%	
CO1	6" DR PVC WATER LINE	13	LF	\$96.44	\$1,253.72	13	\$1,253.72		\$1,253.72	100.0%	
CO1	6" SEAT GATE VALVES	1.00	EA	\$2,180.15	\$2,180.15	1	\$2,180.15		\$2,180.15	100.0%	
CO1	CONNECT TO EXISTING WATER MAIN	5.00	EA	\$1,784.49	\$8,922.45	5	\$8,922.45		\$8,922.45	100.0%	
CO1	TRACER DETECTION WIRE	1033.00	LF	\$1.99	\$2,055.67	1033	\$2,055.67		\$2,055.67	100.0%	
CO1	DIMAIN LINE FITTINGS	1.00	TON	\$9,634.52	\$9,634.52	1	\$9,634.52		\$9,634.52	100.0%	
CO1	OSHA TRENCHING (WATER LINES)	1033.00	LF	\$1.60	\$1,652.80	1033	\$1,652.80		\$1,652.80	100.0%	
CO1	10" SEWER PIPE AT 0'-6" DEPTH	-25.00	LF	\$69.25	-\$1,731.25	-25	-\$1,731.25		-\$1,731.25	100.0%	
CO1	20" OD 3/8" SMOOTH STEEL CASING	-75.00	LF	\$206.71	-\$15,503.25	-75	-\$15,503.25		-\$15,503.25	100.0%	
CO1	4' DIAMETER MANHOLES	-1.00	EA	\$3,829.47	-\$3,829.47	-1	-\$3,829.47		-\$3,829.47	100.0%	
CO1	RAVEN SERIES LINING ON MANHOLES	-5.00	VF	\$149.56	-\$747.80						-\$747.80
CO1	OSHA TRENCHING (SEWER LINES)	-100.00	LF	\$1.60	-\$160.00	-100	-\$160.00		-\$160.00	100.0%	
CO1	VIDEO PROPOSED SANITARY SEWER	-100.00	LF	\$10.70	-\$1,070.00						-\$1,070.00
CO1	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 8" DR C900 PVC WATER LINE	987.00	LF	\$75.00	\$74,025.00	987	\$74,025.00		\$74,025.00	100.0%	
CO1	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 3/4" DR 18 C900 PVC WATER LINE	34.00	LF	\$90.00	\$3,060.00	34	\$3,060.00		\$3,060.00	100.0%	
CO1	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 8" MJ AWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEGA-LUG GLANDS AND CONCRETE COLLAR	2.00	EA	\$4,000.00	\$8,000.00	2	\$8,000.00		\$8,000.00	100.0%	
Totals					\$480,650.13		\$269,176.05		\$269,176.05		\$211,674.08



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE PAY APPLICATION No. 36 FOR THE WASTEWATER PLANT EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of the Resolution

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. RESOLUTION Pay app36 NO 2025-02-04-XX
2. Pay Request 36 - Oct-Jan - To City

{ } 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. 2025-02-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE PAY APPLICATION No. 36 FOR THE WASTEWATER PLANT EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is closing the project known as the Elgin Wastewater Treatment Plant Expansion project; and

WHEREAS, The expansion project is essential to the operations of The City's wastewater system; and

WHEREAS, this pay application has been reviewed by the City Engineer and is now being recommended for payment by staff; and

WHEREAS, The Mayor is authorized to approve this pay application as described in the original agreement with CSA construction.

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 or Mayor is hereby authorized to execute the pay application in the amount of the proposal attached and identified as Exhibit A. "Pay Application No. 36".

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

January 27, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
1135 Swenson Boulevard
Elgin, Texas 78621

**Re: Elgin WWTP Expansion
Pay Request No. 36**

Dear Mr. Gonzalez:

Enclosed for consideration by the City is the 36th Pay Request for the above referenced project in the amount of \$555,403.71. It is recommended that the payment be made at the City's earliest convenience. The quantities have been reviewed by TRC and comments provided to and incorporated by the Contractor. Please sign and forward a digital copy to CSA Construction at dlaird@csaconstruction.com and TRC at wwachel@trccompanies.com.

Current Contract Amount	Amount This Estimate	Previous Estimates	Amount Remaining
\$18,046,603.35	\$555,403.71	\$17,130,267.57	\$360,932.07

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

Sincerely,

William Wachel, P.E.
Regional Vice President – Central Region

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

SECTION 00500
APPLICATION FOR PAYMENT

Notice to Proceed
Contractor's Application for Payment No.

5/3/2021
36
rev - 0

Page 1 of 10

Contract Time : 1613 Days
Elapsed Time: 1369 Days
Weather Delays: 76 Days
Project Name: Elgin - WWTP Expansion
Owner: City of Elgin

Project No.: 270972
Period: 10/1/2024 to 1/31/2025
Engineer: TRC Engineers, Inc
Contractor: CSA Construction

1.	Original Contract Amount	\$	\$15,422,000.00
2.	Owners Change Orders Thru No. 16.....	\$	\$2,624,603.35
3.	Total Current Contract Amount	\$	\$18,046,603.35
4.	Total Completed to Date	\$	\$18,046,603.35
5.	Total Materials Stored to Date	\$	\$0.00
6.	Total Completed and Stored to Date	\$	\$18,046,603.35
7.	Retainage (2% of Line 6)	\$	\$360,932.07
8.	Total Completed, Less Retainage	\$	\$17,685,671.28
9.	Less Amount of Previous Estimates	\$	\$17,130,267.57
10.	Amount Due This Application	\$	\$555,403.71
11.	Balance to Finish, Plus Retainage (Line 3 - Line 8)	\$	\$360,932.07
12.	Percent Completed to Date (Line 6 / Line 3)	%	100.00%

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Doug Laird Doug Laird Date: 1/21/2025

Payment of: \$ \$555,403.71

(Line 10 or other - attach explanation of the other amount)

Tunay Doutrelepont, EIT

Inspector's Approval of Quantities

Recommended
by:

William A. Bacheff
(Engineer)

1/27/2025

(Date)

Payment of:

\$

(Line 10 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

SECTION 00500
APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

36

rev - 0

Page 2 of 10

Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	UNIT	CONTRACT QTY	Unit Cost	TOTAL AMOUNT	% THIS PERIOD	AMOUNT THIS PERIOD	% PREVIOUS PERIOD	AMOUNT PREVIOUS PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
P	BID ITEM SUMMARY										
P.1	Bonds & Insurance	LS	1	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	100%	\$150,000.00
P.2	Mobilization										
P.2.01	Mobilization	LS	1	\$450,000.00	\$450,000.00	0%	\$0.00	100%	\$450,000.00	100%	\$450,000.00
P.2.02	Demobilization	LS	1	\$50,000.00	\$50,000.00	50%	\$25,000.00	50%	\$25,000.00	100%	\$50,000.00
P.3	WWTP										
P.3.A	Demolition										
P.3.A-1	Mobile Belt Press	LS	1	\$14,781.00	\$14,781.00	0%	\$0.00	100%	\$14,781.00	100%	\$14,781.00
P.3.A-2	Paving/Sidewalks	LS	1	\$28,650.00	\$28,650.00	0%	\$0.00	100%	\$28,650.00	100%	\$28,650.00
P.3.A-3	Fencing	LS	1	\$3,706.00	\$3,706.00	0%	\$0.00	100%	\$3,706.00	100%	\$3,706.00
P.3.A-4	Animal Control Building/Shed	LS	1	\$52,077.00	\$52,077.00	0%	\$0.00	100%	\$52,077.00	100%	\$52,077.00
P.3.A-5	Existing Lab/Control Room	LS	1	\$6,580.00	\$6,580.00	0%	\$0.00	100%	\$6,580.00	100%	\$6,580.00
P.3.A-6	Lift Station	LS	1	\$13,350.00	\$13,350.00	0%	\$0.00	100%	\$13,350.00	100%	\$13,350.00
P.3.A-7	Abandoned Aeration Basins	LS	1	\$70,094.00	\$70,094.00	0%	\$0.00	100%	\$70,094.00	100%	\$70,094.00
P.3.A-8	Existing Aeration Basin	LS	1	\$4,250.00	\$4,250.00	0%	\$0.00	100%	\$4,250.00	100%	\$4,250.00
P.3.A-9	RAS Pumps	LS	1	\$19,680.00	\$19,680.00	0%	\$0.00	100%	\$19,680.00	100%	\$19,680.00
P.3.A-10	Chemical Feed	LS	1	\$15,550.00	\$15,550.00	0%	\$0.00	100%	\$15,550.00	100%	\$15,550.00
P.3.A-11	Sludge Thickener	LS	1	\$120,519.00	\$120,519.00	0%	\$0.00	100%	\$120,519.00	100%	\$120,519.00
P.3.A-12	Existing Filters	LS	1	\$3,280.00	\$3,280.00	0%	\$0.00	100%	\$3,280.00	100%	\$3,280.00
P.3.A-13	NPW Station	LS	1	\$11,339.00	\$11,339.00	0%	\$0.00	100%	\$11,339.00	100%	\$11,339.00
P.3.A-14	Generators, Transformers & Pads	LS	1	\$7,300.00	\$7,300.00	0%	\$0.00	100%	\$7,300.00	100%	\$7,300.00
P.3.A-15	Existing Outfall Structure	LS	1	\$4,125.00	\$4,125.00	0%	\$0.00	100%	\$4,125.00	100%	\$4,125.00
P.3.B	General Site Work										
P.3.B-1	Construction Entrance/Silt Fencing	LS	1	\$30,292.00	\$30,292.00	0%	\$0.00	100%	\$30,292.00	100%	\$30,292.00
P.3.B-2	Clear & Grub Site	LS	1	\$24,248.00	\$24,248.00	0%	\$0.00	100%	\$24,248.00	100%	\$24,248.00
P.3.B-3	Paving	LS	1	\$450,000.00	\$450,000.00	0%	\$0.00	100%	\$450,000.00	100%	\$450,000.00
P.3.B-4	Sidewalks	LS	1	\$43,700.00	\$43,700.00	0%	\$0.00	100%	\$43,700.00	100%	\$43,700.00
P.3.B-5	River Rock w/ Geotextile Membrane	LS	1	\$36,470.00	\$36,470.00	0%	\$0.00	100%	\$36,470.00	100%	\$36,470.00
P.3.B-6	Miscellaneous Metals	LS	1	\$3,815.00	\$3,815.00	0%	\$0.00	100%	\$3,815.00	100%	\$3,815.00
P.3.B-7	Fencing & Gates	LS	1	\$42,110.00	\$42,110.00	0%	\$0.00	100%	\$42,110.00	100%	\$42,110.00
P.3.B-8	Finish Grading & Seeding	LS	1	\$38,615.00	\$38,615.00	0%	\$0.00	100%	\$38,615.00	100%	\$38,615.00
P.3.C	Yard Piping										
P.3.C-1	Miscellaneous Pipe Demo	LS	1	\$15,089.00	\$15,089.00	0%	\$0.00	100%	\$15,089.00	100%	\$15,089.00
P.3.C-2	Potable Water	LS	1	\$15,391.00	\$15,391.00	0%	\$0.00	100%	\$15,391.00	100%	\$15,391.00
P.3.C-3	Non-Potable Water	LS	1	\$168,915.00	\$168,915.00	0%	\$0.00	100%	\$168,915.00	100%	\$168,915.00
P.3.C-4	Chemical Piping	LS	1	\$13,117.00	\$13,117.00	0%	\$0.00	100%	\$13,117.00	100%	\$13,117.00
P.3.C-5	Raw Sewage	LS	1	\$266,355.00	\$266,355.00	0%	\$0.00	100%	\$266,355.00	100%	\$266,355.00
P.3.C-6	Scum Lines	LS	1	\$70,835.00	\$70,835.00	0%	\$0.00	100%	\$70,835.00	100%	\$70,835.00
P.3.C-7	Plant Drains	LS	1	\$363,097.00	\$363,097.00	0%	\$0.00	100%	\$363,097.00	100%	\$363,097.00
P.3.C-8	Filtered Effluent	LS	1	\$159,247.00	\$159,247.00	0%	\$0.00	100%	\$159,247.00	100%	\$159,247.00
P.3.C-9	RAS/WAS	LS	1	\$101,485.00	\$101,485.00	0%	\$0.00	100%	\$101,485.00	100%	\$101,485.00
P.3.C-10	Mixed Liquor	LS	1	\$132,254.00	\$132,254.00	0%	\$0.00	100%	\$132,254.00	100%	\$132,254.00
P.3.C-11	Manholes	LS	1	\$45,368.00	\$45,368.00	0%	\$0.00	100%	\$45,368.00	100%	\$45,368.00
P.3.D	Temporary Dumpster Pad & Belt Press Relocation										
P.3.D-1	Relocation	LS	1	\$7,388.00	\$7,388.00	0%	\$0.00	100%	\$7,388.00	100%	\$7,388.00
P.3.D-2	Earthwork	LS	1	\$10,208.00	\$10,208.00	0%	\$0.00	100%	\$10,208.00	100%	\$10,208.00
P.3.D-3	Concrete	LS	1	\$13,299.00	\$13,299.00	0%	\$0.00	100%	\$13,299.00	100%	\$13,299.00
P.3.D-4	Piping	LS	1	\$3,694.00	\$3,694.00	0%	\$0.00	100%	\$3,694.00	100%	\$3,694.00
P.3.D-5	Equipment	LS	1	\$20,096.00	\$20,096.00	0%	\$0.00	100%	\$20,096.00	100%	\$20,096.00
P.3.D-6	Electrical	LS	1	\$26,604.00	\$26,604.00	0%	\$0.00	100%	\$26,604.00	100%	\$26,604.00

SECTION 00500
APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

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Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER		TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
P.3.E	Lift Station Expansion/Pump Replacement										
P.3.E-1	Earthwork	LS	1	\$99,751.00	\$99,751.00	0%	\$0.00	100%	\$99,751.00	100%	\$99,751.00
P.3.E-2	Concrete	LS	1	\$72,142.00	\$72,142.00	0%	\$0.00	100%	\$72,142.00	100%	\$72,142.00
P.3.E-3	Miscellaneous Metals	LS	1	\$11,055.00	\$11,055.00	0%	\$0.00	100%	\$11,055.00	100%	\$11,055.00
P.3.E-4	Piping	LS	1	\$189,577.00	\$189,577.00	0%	\$0.00	100%	\$189,577.00	100%	\$189,577.00
P.3.E-5	Equipment	LS	1	\$162,575.00	\$162,575.00	0%	\$0.00	100%	\$162,575.00	100%	\$162,575.00
P.3.E-6	Coatings	LS	1	\$11,525.00	\$11,525.00	0%	\$0.00	100%	\$11,525.00	100%	\$11,525.00
P.3.E-7	Electrical	LS	1	\$13,525.00	\$13,525.00	0%	\$0.00	100%	\$13,525.00	100%	\$13,525.00
P.3.F	Aeration Basin Aerator Replacement										
P.3.F-1	Concrete	LS	1	\$5,886.00	\$5,886.00	0%	\$0.00	100%	\$5,886.00	100%	\$5,886.00
P.3.F-2	Miscellaneous Metals	LS	1	\$3,480.00	\$3,480.00	0%	\$0.00	100%	\$3,480.00	100%	\$3,480.00
P.3.F-3	Piping	LS	1	\$55,564.00	\$55,564.00	0%	\$0.00	100%	\$55,564.00	100%	\$55,564.00
P.3.F-4	Equipment	LS	1	\$95,815.00	\$95,815.00	0%	\$0.00	100%	\$95,815.00	100%	\$95,815.00
P.3.F-5	Coatings	LS	1	\$4,120.00	\$4,120.00	0%	\$0.00	100%	\$4,120.00	100%	\$4,120.00
P.3.F-6	Electrical	LS	1	\$35,285.00	\$35,285.00	0%	\$0.00	100%	\$35,285.00	100%	\$35,285.00
P.3.G	Aeration Basin RAS Pump Replacement										
P.3.G-1	Piping	LS	1	\$37,076.00	\$37,076.00	0%	\$0.00	100%	\$37,076.00	100%	\$37,076.00
P.3.G-2	Equipment	LS	1	\$142,925.00	\$142,925.00	0%	\$0.00	100%	\$142,925.00	100%	\$142,925.00
P.3.G-3	Coatings	LS	1	\$5,650.00	\$5,650.00	0%	\$0.00	100%	\$5,650.00	100%	\$5,650.00
P.3.G-4	Electrical	LS	1	\$15,290.00	\$15,290.00	0%	\$0.00	100%	\$15,290.00	100%	\$15,290.00
P.3.H	New Final Clarifier										
P.3.H-1	Earthwork	LS	1	\$114,528.00	\$114,528.00	0%	\$0.00	100%	\$114,528.00	100%	\$114,528.00
P.3.H-2	Concrete	LS	1	\$172,316.00	\$172,316.00	0%	\$0.00	100%	\$172,316.00	100%	\$172,316.00
P.3.H-3	Miscellaneous Metals	LS	1	\$6,000.00	\$6,000.00	0%	\$0.00	100%	\$6,000.00	100%	\$6,000.00
P.3.H-4	Piping	LS	1	\$56,255.00	\$56,255.00	0%	\$0.00	100%	\$56,255.00	100%	\$56,255.00
P.3.H-5	Equipment	LS	1	\$555,610.00	\$555,610.00	0%	\$0.00	100%	\$555,610.00	100%	\$555,610.00
P.3.H-6	Coatings	LS	1	\$4,350.00	\$4,350.00	0%	\$0.00	100%	\$4,350.00	100%	\$4,350.00
P.3.H-7	Electrical	LS	1	\$46,310.00	\$46,310.00	0%	\$0.00	100%	\$46,310.00	100%	\$46,310.00
P.3.I	New Clarifier Splitter Box										
P.3.I-1	Earthwork	LS	1	\$28,036.00	\$28,036.00	0%	\$0.00	100%	\$28,036.00	100%	\$28,036.00
P.3.I-2	Concrete	LS	1	\$33,087.00	\$33,087.00	0%	\$0.00	100%	\$33,087.00	100%	\$33,087.00
P.3.I-3	Miscellaneous Metals	LS	1	\$19,958.00	\$19,958.00	0%	\$0.00	100%	\$19,958.00	100%	\$19,958.00
P.3.I-4	Piping	LS	1	\$61,557.00	\$61,557.00	0%	\$0.00	100%	\$61,557.00	100%	\$61,557.00
P.3.I-5	Equipment	LS	1	\$2,705.00	\$2,705.00	0%	\$0.00	100%	\$2,705.00	100%	\$2,705.00
P.3.I-6	Coatings	LS	1	\$1,115.00	\$1,115.00	0%	\$0.00	100%	\$1,115.00	100%	\$1,115.00
P.3.J	New Chlorine Basin & Splitter Box										
P.3.J-1	Earthwork	LS	1	\$48,732.00	\$48,732.00	0%	\$0.00	100%	\$48,732.00	100%	\$48,732.00
P.3.J-2	Concrete	LS	1	\$191,886.00	\$191,886.00	0%	\$0.00	100%	\$191,886.00	100%	\$191,886.00
P.3.J-3	Miscellaneous Metals	LS	1	\$47,130.00	\$47,130.00	0%	\$0.00	100%	\$47,130.00	100%	\$47,130.00
P.3.J-4	Piping	LS	1	\$16,685.00	\$16,685.00	0%	\$0.00	100%	\$16,685.00	100%	\$16,685.00
P.3.J-5	Equipment	LS	1	\$3,660.00	\$3,660.00	0%	\$0.00	100%	\$3,660.00	100%	\$3,660.00
P.3.J-6	Coatings	LS	1	\$143,700.00	\$143,700.00	0%	\$0.00	100%	\$143,700.00	100%	\$143,700.00
P.3.J-7	Electrical	LS	1	\$18,375.00	\$18,375.00	0%	\$0.00	100%	\$18,375.00	100%	\$18,375.00
P.3.K	New Tertiary Filter										
P.3.K-1	Earthwork	LS	1	\$38,164.00	\$38,164.00	0%	\$0.00	100%	\$38,164.00	100%	\$38,164.00
P.3.K-2	Concrete	LS	1	\$113,746.00	\$113,746.00	0%	\$0.00	100%	\$113,746.00	100%	\$113,746.00
P.3.K-3	Miscellaneous Metals	LS	1	\$20,990.00	\$20,990.00	0%	\$0.00	100%	\$20,990.00	100%	\$20,990.00
P.3.K-4	Metal Building	LS	1	\$79,865.00	\$79,865.00	0%	\$0.00	100%	\$79,865.00	100%	\$79,865.00
P.3.K-5	Piping	LS	1	\$141,570.00	\$141,570.00	0%	\$0.00	100%	\$141,570.00	100%	\$141,570.00
P.3.K-6	Equipment	LS	1	\$629,665.00	\$629,665.00	0%	\$0.00	100%	\$629,665.00	100%	\$629,665.00
P.3.K-7	Coatings	LS	1	\$14,000.00	\$14,000.00	0%	\$0.00	100%	\$14,000.00	100%	\$14,000.00
P.3.K-8	Electrical	LS	1	\$34,935.00	\$34,935.00	0%	\$0.00	100%	\$34,935.00	100%	\$34,935.00

SECTION 00500
APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

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Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER		TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
P.3.L	New Effluent Pipe & Outfall Structures										
P.3.L-1	Earthwork	LS	1	\$8,952.00	\$8,952.00	0%	\$0.00	100%	\$8,952.00	100%	\$8,952.00
P.3.L-2	Concrete	LS	1	\$11,075.00	\$11,075.00	0%	\$0.00	100%	\$11,075.00	100%	\$11,075.00
P.3.L-3	Piping	LS	1	\$5,330.00	\$5,330.00	0%	\$0.00	100%	\$5,330.00	100%	\$5,330.00
P.3.M	New Aerobic Digester - Aeration Equip & Blowers										
P.3.M-1	Earthwork	LS	1	\$110,688.00	\$110,688.00	0%	\$0.00	100%	\$110,688.00	100%	\$110,688.00
P.3.M-2	Concrete	LS	1	\$371,559.00	\$371,559.00	0%	\$0.00	100%	\$371,559.00	100%	\$371,559.00
P.3.M-3	Miscellaneous Metals	LS	1	\$70,790.00	\$70,790.00	0%	\$0.00	100%	\$70,790.00	100%	\$70,790.00
P.3.M-4	Piping	LS	1	\$87,445.00	\$87,445.00	0%	\$0.00	100%	\$87,445.00	100%	\$87,445.00
P.3.M-5	Equipment	LS	1	\$539,720.00	\$539,720.00	0%	\$0.00	100%	\$539,720.00	100%	\$539,720.00
P.3.M-6	Coatings	LS	1	\$5,060.00	\$5,060.00	0%	\$0.00	100%	\$5,060.00	100%	\$5,060.00
P.3.M-7	Electrical	LS	1	\$67,135.00	\$67,135.00	0%	\$0.00	100%	\$67,135.00	100%	\$67,135.00
P.3.N	Sludge Thickener Equipment Replacement										
P.3.N-1	Miscellaneous Metals	LS	1	\$5,255.00	\$5,255.00	0%	\$0.00	100%	\$5,255.00	100%	\$5,255.00
P.3.N-2	Piping	LS	1	\$21,758.00	\$21,758.00	0%	\$0.00	100%	\$21,758.00	100%	\$21,758.00
P.3.N-3	Equipment	LS	1	\$640,703.00	\$640,703.00	0%	\$0.00	100%	\$640,703.00	100%	\$640,703.00
P.3.N-4	Coatings	LS	1	\$3,337.00	\$3,337.00	0%	\$0.00	100%	\$3,337.00	100%	\$3,337.00
P.3.N-5	Electrical	LS	1	\$36,394.00	\$36,394.00	0%	\$0.00	100%	\$36,394.00	100%	\$36,394.00
P.3.O	New Sludge Belt Press w/ Roof										
P.3.O-1	Earthwork	LS	1	\$53,390.00	\$53,390.00	0%	\$0.00	100%	\$53,390.00	100%	\$53,390.00
P.3.O-2	Concrete	LS	1	\$49,276.00	\$49,276.00	0%	\$0.00	100%	\$49,276.00	100%	\$49,276.00
P.3.O-3	Miscellaneous Metals	LS	1	\$99,920.00	\$99,920.00	0%	\$0.00	100%	\$99,920.00	100%	\$99,920.00
P.3.O-4	Metal Building	LS	1	\$124,835.00	\$124,835.00	0%	\$0.00	100%	\$124,835.00	100%	\$124,835.00
P.3.O-5	Masonry Building	LS	1	\$75,275.00	\$75,275.00	0%	\$0.00	100%	\$75,275.00	100%	\$75,275.00
P.3.O-6	Overhead Doors	LS	1	\$14,115.00	\$14,115.00	0%	\$0.00	100%	\$14,115.00	100%	\$14,115.00
P.3.O-7	Doors, Frames Hardware	LS	1	\$11,175.00	\$11,175.00	0%	\$0.00	100%	\$11,175.00	100%	\$11,175.00
P.3.O-8	Piping	LS	1	\$54,753.00	\$54,753.00	0%	\$0.00	100%	\$54,753.00	100%	\$54,753.00
P.3.O-9	Equipment	LS	1	\$709,378.00	\$709,378.00	0%	\$0.00	100%	\$709,378.00	100%	\$709,378.00
P.3.O-10	Coatings	LS	1	\$27,350.00	\$27,350.00	0%	\$0.00	100%	\$27,350.00	100%	\$27,350.00
P.3.O-11	Electrical	LS	1	\$58,220.00	\$58,220.00	0%	\$0.00	100%	\$58,220.00	100%	\$58,220.00
P.3.P	Sludge Pump Building										
P.3.P-1	Earthwork	LS	1	\$62,939.00	\$62,939.00	0%	\$0.00	100%	\$62,939.00	100%	\$62,939.00
P.3.P-2	Concrete	LS	1	\$60,363.00	\$60,363.00	0%	\$0.00	100%	\$60,363.00	100%	\$60,363.00
P.3.P-3	Miscellaneous Metals	LS	1	\$15,175.00	\$15,175.00	0%	\$0.00	100%	\$15,175.00	100%	\$15,175.00
P.3.P-4	Piping	LS	1	\$78,895.00	\$78,895.00	0%	\$0.00	100%	\$78,895.00	100%	\$78,895.00
P.3.P-5	Equipment	LS	1	\$182,565.00	\$182,565.00	0%	\$0.00	100%	\$182,565.00	100%	\$182,565.00
P.3.P-6	Coatings	LS	1	\$9,880.00	\$9,880.00	0%	\$0.00	100%	\$9,880.00	100%	\$9,880.00
P.3.P-7	Electrical	LS	1	\$58,225.00	\$58,225.00	0%	\$0.00	100%	\$58,225.00	100%	\$58,225.00
P.3.Q	Scum Pump Station										
P.3.Q-1	Earthwork	LS	1	\$17,074.00	\$17,074.00	0%	\$0.00	100%	\$17,074.00	100%	\$17,074.00
P.3.Q-2	Concrete	LS	1	\$25,612.00	\$25,612.00	0%	\$0.00	100%	\$25,612.00	100%	\$25,612.00
P.3.Q-3	Miscellaneous Metals	LS	1	\$4,785.00	\$4,785.00	0%	\$0.00	100%	\$4,785.00	100%	\$4,785.00
P.3.Q-4	Piping	LS	1	\$28,476.00	\$28,476.00	0%	\$0.00	100%	\$28,476.00	100%	\$28,476.00
P.3.Q-5	Equipment	LS	1	\$107,615.00	\$107,615.00	0%	\$0.00	100%	\$107,615.00	100%	\$107,615.00
P.3.Q-6	Coatings	LS	1	\$7,175.00	\$7,175.00	0%	\$0.00	100%	\$7,175.00	100%	\$7,175.00
P.3.Q-7	Electrical	LS	1	\$15,440.00	\$15,440.00	0%	\$0.00	100%	\$15,440.00	100%	\$15,440.00
P.3.R	Chemical Feed Systems										
P.3.R-1	Earthwork	LS	1	\$729.00	\$729.00	0%	\$0.00	100%	\$729.00	100%	\$729.00
P.3.R-2	Concrete	LS	1	\$22,313.00	\$22,313.00	0%	\$0.00	100%	\$22,313.00	100%	\$22,313.00
P.3.R-3	Miscellaneous Metals	LS	1	\$3,660.00	\$3,660.00	0%	\$0.00	100%	\$3,660.00	100%	\$3,660.00
P.3.R-4	Piping	LS	1	\$144,084.00	\$144,084.00	0%	\$0.00	100%	\$144,084.00	100%	\$144,084.00

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APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

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Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER		TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
P.3.R-5	Equipment	LS	1	\$234,575.00	\$234,575.00	0%	\$0.00	100%	\$234,575.00	100%	\$234,575.00
P.3.R-6	Coatings	LS	1	\$2,590.00	\$2,590.00	0%	\$0.00	100%	\$2,590.00	100%	\$2,590.00
P.3.R-7	Electrical	LS	1	\$22,835.00	\$22,835.00	0%	\$0.00	100%	\$22,835.00	100%	\$22,835.00
P.3.S	New Non-Potable Water Pumps & Controls										
P.3.S-1	Earthwork	LS	1	\$3,072.00	\$3,072.00	0%	\$0.00	100%	\$3,072.00	100%	\$3,072.00
P.3.S-2	Concrete	LS	1	\$14,838.00	\$14,838.00	0%	\$0.00	100%	\$14,838.00	100%	\$14,838.00
P.3.S-3	Piping	LS	1	\$26,510.00	\$26,510.00	0%	\$0.00	100%	\$26,510.00	100%	\$26,510.00
P.3.S-4	Equipment	LS	1	\$206,935.00	\$206,935.00	0%	\$0.00	100%	\$206,935.00	100%	\$206,935.00
P.3.S-5	Coatings	LS	1	\$8,115.00	\$8,115.00	0%	\$0.00	100%	\$8,115.00	100%	\$8,115.00
P.3.S-6	Electrical	LS	1	\$20,585.00	\$20,585.00	0%	\$0.00	100%	\$20,585.00	100%	\$20,585.00
P.3.T	New Emergency Electrical Generator										
P.3.T-1	Earthwork	LS	1	\$5,100.00	\$5,100.00	0%	\$0.00	100%	\$5,100.00	100%	\$5,100.00
P.3.T-2	Concrete	LS	1	\$6,805.00	\$6,805.00	0%	\$0.00	100%	\$6,805.00	100%	\$6,805.00
P.3.T-3	Miscellaneous Metals	LS	1	\$7,645.00	\$7,645.00	0%	\$0.00	100%	\$7,645.00	100%	\$7,645.00
P.3.T-4	Misc Equipment	LS	1	\$2,650.00	\$2,650.00	0%	\$0.00	100%	\$2,650.00	100%	\$2,650.00
P.3.T-5	Electrical	LS	1	\$335,220.00	\$335,220.00	0%	\$0.00	100%	\$335,220.00	100%	\$335,220.00
P.3.U	Vactor Truck Dump Station										
P.3.U-1	Earthwork	LS	1	\$5,650.00	\$5,650.00	0%	\$0.00	100%	\$5,650.00	100%	\$5,650.00
P.3.U-2	Concrete	LS	1	\$22,595.00	\$22,595.00	0%	\$0.00	100%	\$22,595.00	100%	\$22,595.00
P.3.U-3	Miscellaneous Metals	LS	1	\$23,440.00	\$23,440.00	0%	\$0.00	100%	\$23,440.00	100%	\$23,440.00
P.3.U-4	Piping	LS	1	\$645.00	\$645.00	0%	\$0.00	100%	\$645.00	100%	\$645.00
P.3.V	Existing Lab & Control										
P.3.V-1	Overhead Doors	LS	1	\$9,995.00	\$9,995.00	0%	\$0.00	100%	\$9,995.00	100%	\$9,995.00
P.3.V-2	Doors, Frames Hardware	LS	1	\$3,890.00	\$3,890.00	0%	\$0.00	100%	\$3,890.00	100%	\$3,890.00
P.3.W	Electrical - Site										
P.3.W-1	Ductbanks	LS	1	\$842,395.00	\$842,395.00	0%	\$0.00	100%	\$842,395.00	100%	\$842,395.00
P.3.W-2	Conduit, Equipment & Wiring	LS	1	\$11,707.00	\$11,707.00	0%	\$0.00	100%	\$11,707.00	100%	\$11,707.00
P.3.W-3	Manholes	LS	1	\$68,850.00	\$68,850.00	0%	\$0.00	100%	\$68,850.00	100%	\$68,850.00
P.3.W-4	Grounding	LS	1	\$85,375.00	\$85,375.00	0%	\$0.00	100%	\$85,375.00	100%	\$85,375.00
P.3.X	Electrical - Equipment & Testing										
P.3.X-1	Manholes	LS	1	\$79,985.00	\$79,985.00	0%	\$0.00	100%	\$79,985.00	100%	\$79,985.00
P.3.X-2	Lightning Protection	LS	1	\$7,060.00	\$7,060.00	0%	\$0.00	100%	\$7,060.00	100%	\$7,060.00
P.3.X-3	Switchgear	LS	1	\$751,860.00	\$751,860.00	0%	\$0.00	100%	\$751,860.00	100%	\$751,860.00
P.3.X-4	Light Fixtures	LS	1	\$25,875.00	\$25,875.00	0%	\$0.00	100%	\$25,875.00	100%	\$25,875.00
P.3.X-5	Instrumentation	LS	1	\$85,630.00	\$85,630.00	0%	\$0.00	100%	\$85,630.00	100%	\$85,630.00
P.4	New Ops Bldg w/ Lab, Offices & Vehicle Storage										
P.4.A	Earthwork	LS	1	\$19,110.00	\$19,110.00	0%	\$0.00	100%	\$19,110.00	100%	\$19,110.00
P.4.B	Concrete	LS	1	\$33,745.00	\$33,745.00	0%	\$0.00	100%	\$33,745.00	100%	\$33,745.00
P.4.C	Metal Building	LS	1	\$92,815.00	\$92,815.00	0%	\$0.00	100%	\$92,815.00	100%	\$92,815.00
P.4.D	Miscellaneous Metals	LS	1	\$25,030.00	\$25,030.00	0%	\$0.00	100%	\$25,030.00	100%	\$25,030.00
P.4.E	Overhead Doors	LS	1	\$17,635.00	\$17,635.00	0%	\$0.00	100%	\$17,635.00	100%	\$17,635.00
P.4.F	Doors, Frames Hardware	LS	1	\$15,305.00	\$15,305.00	0%	\$0.00	100%	\$15,305.00	100%	\$15,305.00
P.4.G	Metal Framing, Drywall & Insulation	LS	1	\$35,535.00	\$35,535.00	0%	\$0.00	100%	\$35,535.00	100%	\$35,535.00
P.4.H	Acoustical Ceilings	LS	1	\$6,265.00	\$6,265.00	0%	\$0.00	100%	\$6,265.00	100%	\$6,265.00
P.4.I	Flooring	LS	1	\$8,355.00	\$8,355.00	0%	\$0.00	100%	\$8,355.00	100%	\$8,355.00
P.4.J	Painting	LS	1	\$10,315.00	\$10,315.00	0%	\$0.00	100%	\$10,315.00	100%	\$10,315.00
P.4.K	Toilet Accessories	LS	1	\$1,265.00	\$1,265.00	0%	\$0.00	100%	\$1,265.00	100%	\$1,265.00
P.4.L	Signage	LS	1	\$4,725.00	\$4,725.00	20%	\$945.00	80%	\$3,780.00	100%	\$4,725.00
P.4.M	Fire Extinguishers	LS	1	\$1,290.00	\$1,290.00	0%	\$0.00	100%	\$1,290.00	100%	\$1,290.00
P.4.N	Casework	LS	1	\$16,030.00	\$16,030.00	0%	\$0.00	100%	\$16,030.00	100%	\$16,030.00
P.4.O	Furniture Allowance	LS	1	\$5,250.00	\$5,250.00	0%	\$0.00	100%	\$5,250.00	100%	\$5,250.00
P.4.P	Laboratory Equipment	LS	1	\$13,905.00	\$13,905.00	0%	\$0.00	100%	\$13,905.00	100%	\$13,905.00

SECTION 00500
APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

36

rev - 0

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Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER		TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
P.4.Q	Appliances	LS	1	\$6,395.00	\$6,395.00	0%	\$0.00	100%	\$6,395.00	100%	\$6,395.00
P.4.R	Plumbing	LS	1	\$38,905.00	\$38,905.00	0%	\$0.00	100%	\$38,905.00	100%	\$38,905.00
P.4.S	HVAC	LS	1	\$58,550.00	\$58,550.00	0%	\$0.00	100%	\$58,550.00	100%	\$58,550.00
P.4.T	Electrical	LS	1	\$89,575.00	\$89,575.00	0%	\$0.00	100%	\$89,575.00	100%	\$89,575.00
P.5	Trench Safety Plan	LS	1	\$2,000.00	\$2,000.00	0%	\$0.00	100%	\$2,000.00	100%	\$2,000.00
P.6	SWPPP Plan	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	100%	\$5,000.00
P.7	Seal CCB Walls	SF	600	\$20.00	\$12,000.00	0%	\$0.00	100%	\$12,000.00	100%	\$12,000.00
P.8	Coat CCB Walls	SF	10942	\$8.00	\$87,536.00	0%	\$0.00	100%	\$87,536.00	100%	\$87,536.00
P.9	Security System Allowance	LS	1	\$45,000.00	\$45,000.00	0%	\$0.00	100%	\$45,000.00	100%	\$45,000.00
P.10	Incidental Items Bid Allowance	LS	1	\$100,000.00	\$100,000.00	100%	\$100,000.00	0%	\$0.00	100%	\$100,000.00
P.11	Asbestos/Lead Paint Assessment Bid Allowance	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	100%	\$5,000.00
P.12	Asbestos/Lead Paint Abatement Bid Allowance	LS	1	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	100%	\$25,000.00
P.13	Coordinate Elec/Communication Bid Allowance	LS	1	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	100%	\$25,000.00
	Subtotal - Section P - Base Bid				\$14,570,000.00		\$125,945.00		\$14,444,055.00		\$14,570,000.00
P.A	ALTERNATE BID ITEM SUMMARY										
P.A.1	Flow Meters @ Raw Water Force Mains	LS	1	\$32,000.00	\$32,000.00	0%	\$0.00	100%	\$32,000.00	100%	\$32,000.00
P.A.2	Pipe Rack Building										
P.A.2-a	Earthwork	LS	1	\$24,700.00	\$24,700.00	0%	\$0.00	100%	\$24,700.00	100%	\$24,700.00
P.A.2-b	Concrete	LS	1	\$39,452.00	\$39,452.00	0%	\$0.00	100%	\$39,452.00	100%	\$39,452.00
P.A.2-c	Miscellaneous Metals	LS	1	\$2,000.00	\$2,000.00	0%	\$0.00	100%	\$2,000.00	100%	\$2,000.00
P.A.2-d	Metal Building	LS	1	\$70,148.00	\$70,148.00	0%	\$0.00	100%	\$70,148.00	100%	\$70,148.00
P.A.2-e	Overhead Doors	LS	1	\$13,200.00	\$13,200.00	0%	\$0.00	100%	\$13,200.00	100%	\$13,200.00
P.A.2-f	Doors, Frames Hardware	LS	1	\$2,300.00	\$2,300.00	0%	\$0.00	100%	\$2,300.00	100%	\$2,300.00
P.A.2-g	Pipe Racks	LS	1	\$13,200.00	\$13,200.00	0%	\$0.00	100%	\$13,200.00	100%	\$13,200.00
P.A.2-h	Electrical	LS	1	\$12,000.00	\$12,000.00	0%	\$0.00	100%	\$12,000.00	100%	\$12,000.00
P.A.3	Fill In Abandoned Sludge Thickner Basins	LS	1	\$11,000.00	\$11,000.00	0%	\$0.00	100%	\$11,000.00	100%	\$11,000.00
P.A.4	Demo Existing Filter Waste Valve Vaults & Pipe	LS	1	\$8,000.00	\$8,000.00	0%	\$0.00	100%	\$8,000.00	100%	\$8,000.00
P.A.5	Coating @ Inter of Exist Clarifier Effluent Troughs	LS	1	\$31,000.00	\$31,000.00	100%	\$31,000.00	0%	\$0.00	100%	\$31,000.00
P.A.6	Aeratio Basin Dissolved Oxygen Probes										
P.A.6-a	Earthwork	LS	1	\$1,905.00	\$1,905.00	0%	\$0.00	100%	\$1,905.00	100%	\$1,905.00
P.A.6-b	Concrete	LS	1	\$3,848.00	\$3,848.00	0%	\$0.00	100%	\$3,848.00	100%	\$3,848.00
P.A.6-c	Miscellaneous Metals	LS	1	\$12,997.00	\$12,997.00	0%	\$0.00	100%	\$12,997.00	100%	\$12,997.00
P.A.6-d	Electrical	LS	1	\$45,250.00	\$45,250.00	0%	\$0.00	100%	\$45,250.00	100%	\$45,250.00
P.A.7	Replace Exist Filter Control Panel & Media	LS	1	\$0.00	\$0.00	0%	\$0.00	100%	\$0.00	100%	\$0.00
P.A.8	Replace Exist Traveling Bridge Filter Carr/Media										
P.A.8-a	Piping	LS	1	\$6,275.00	\$6,275.00	0%	\$0.00	100%	\$6,275.00	100%	\$6,275.00
P.A.8-b	Filter Equipment	LS	1	\$471,725.00	\$471,725.00	0%	\$0.00	100%	\$471,725.00	100%	\$471,725.00
P.A.8-c	Electrical	LS	1	\$7,000.00	\$7,000.00	0%	\$0.00	100%	\$7,000.00	100%	\$7,000.00
P.A.9	Rehab Bar Screen - Washer Comp Bid Allowance	LS	1	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	100%	\$20,000.00
P.A.10	Coating Interior Surfaces of Existing Manholes	LS	1	\$24,000.00	\$24,000.00	0%	\$0.00	100%	\$24,000.00	100%	\$24,000.00
	Subtotal - Section PA - Bid Alternates				\$852,000.00		\$31,000.00		\$821,000.00		\$852,000.00
C	Section C - Contract Changes										
1	Change Order #1	LS	1	\$15,874.72	\$15,874.72	0%	\$0.00	100%	\$15,874.72	100%	\$15,874.72
2	Change Order #2	LS	1	\$26,402.26	\$26,402.26	0%	\$0.00	100%	\$26,402.26	100%	\$26,402.26
3	Change Order #3	LS	1	\$40,074.62	\$40,074.62	0%	\$0.00	100%	\$40,074.62	100%	\$40,074.62
4	Change Order #4	LS	1	\$63,473.46	\$63,473.46	0%	\$0.00	100%	\$63,473.46	100%	\$63,473.46
5	Change Order #5	LS	1	\$6,345.91	\$6,345.91	0%	\$0.00	100%	\$6,345.91	100%	\$6,345.91
6	Change Order #6	LS	1	\$44,536.25	\$44,536.25	0%	\$0.00	100%	\$44,536.25	100%	\$44,536.25

Project Name: Elgin - WWTP Expansion
Owner: City of Elgin
Contractor: CSA Construction

Project No.: 270972
Period: 10-1-2024 to 1-31-2025
Engineer: TRC Engineering, Inc.

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER		TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % TO DATE	TOTAL AMOUNT TO DATE
7	Change Order #7	LS	1	\$25,143.25	\$25,143.25	0%	\$0.00	100%	\$25,143.25	100%	\$25,143.25
8	Change Order #8	LS	1	\$86,175.74	\$86,175.74	0%	\$0.00	100%	\$86,175.74	100%	\$86,175.74
9	Change Order #9	LS	1	\$14,821.98	\$14,821.98	0%	\$0.00	100%	\$14,821.98	100%	\$14,821.98
10	Change Order #10	LS	1	\$136,906.05	\$136,906.05	0%	\$0.00	100%	\$136,906.05	100%	\$136,906.05
11	Change Order #11	LS	1	\$1,169,251.10	\$1,169,251.10	5%	\$58,462.56	95%	\$1,110,788.55	100%	\$1,169,251.10
12	Change Order #12	LS	1	\$417,963.58	\$417,963.58	65%	\$271,676.33	35%	\$146,287.25	100%	\$417,963.58
13	Change Order #13	LS	1	\$143,415.71	\$143,415.71	5%	\$7,170.79	95%	\$136,244.92	100%	\$143,415.71
14	Change Order #14	LS	1	\$124,954.89	\$124,954.89	0%	\$0.00	100%	\$124,954.89	100%	\$124,954.89
15	Change Order #15	LS	1	\$364,276.94	\$364,276.94	35%	\$127,496.93	65%	\$236,780.01	100%	\$364,276.94
16	Change Order #16	LS	1	(\$55,013.11)	(\$55,013.11)	100%	-\$55,013.11	0%	\$0.00	100%	-\$55,013.11
	Subtotal - Section C - Contract Changes				\$2,624,603.35		\$409,793.49		\$2,214,809.86		\$2,624,603.35
	TOTAL AMOUNT OF WORK IN PLACE				\$18,046,603.35		\$566,738.49		\$17,479,864.86		\$18,046,603.35

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER	TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % REMAINING STORED	BALANCE STORED TO DATE
D	Section D - Stored Materials on Site									
1	Pipe Materials	9387645	Ferguson	\$18.06	0%	\$0.00	100%	\$18.06	0%	\$0.00
2	Pipe Materials	1119851	Ferguson	\$1,877.13	0%	\$0.00	100%	\$1,877.13	0%	\$0.00
3	Pipe Materials	1121388	Ferguson	\$522.36	0%	\$0.00	100%	\$522.36	0%	\$0.00
4	Pipe Materials	1124127	Ferguson	\$1,527.75	0%	\$0.00	100%	\$1,527.75	0%	\$0.00
5	Pipe Materials	1127645	Ferguson	\$6,973.98	0%	\$0.00	100%	\$6,973.98	0%	\$0.00
6	Pipe Materials	1127519	Ferguson	\$4,155.18	0%	\$0.00	100%	\$4,155.18	0%	\$0.00
7	Pipe Materials	1128300	Ferguson	\$506.48	0%	\$0.00	100%	\$506.48	0%	\$0.00
8	Pipe Materials	9568178	Ferguson	\$97.45	0%	\$0.00	100%	\$97.45	0%	\$0.00
9	Pipe Materials	9574780	Ferguson	\$234.55	0%	\$0.00	100%	\$234.55	0%	\$0.00
10	Pipe Materials	1127554	Ferguson	\$1,352.76	0%	\$0.00	100%	\$1,352.76	0%	\$0.00
11	Pipe Materials	1127882	Ferguson	\$4,186.00	0%	\$0.00	100%	\$4,186.00	0%	\$0.00
12	Pipe Materials	1127643	Ferguson	\$182.04	0%	\$0.00	100%	\$182.04	0%	\$0.00
13	Pipe Materials	1128125	Ferguson	\$19,521.06	0%	\$0.00	100%	\$19,521.06	0%	\$0.00
14	Pipe Materials	1125454	Ferguson	\$21,404.25	0%	\$0.00	100%	\$21,404.25	0%	\$0.00
15	Pipe Materials	1128384	Ferguson	\$6,634.56	0%	\$0.00	100%	\$6,634.56	0%	\$0.00
16	Pipe Materials	1128384-1	Ferguson	\$831.72	0%	\$0.00	100%	\$831.72	0%	\$0.00
17	Pipe Materials	1118488	Ferguson	\$11,749.74	0%	\$0.00	100%	\$11,749.74	0%	\$0.00
18	Pipe Materials	1128125-1	Ferguson	\$14,210.00	0%	\$0.00	100%	\$14,210.00	0%	\$0.00
19	Pipe Materials	1127644	Ferguson	\$2,391.08	0%	\$0.00	100%	\$2,391.08	0%	\$0.00
20	Pipe Materials	1128384-2	Ferguson	\$1,263.69	0%	\$0.00	100%	\$1,263.69	0%	\$0.00
21	Pipe Materials	1133513	Ferguson	\$4,112.17	0%	\$0.00	100%	\$4,112.17	0%	\$0.00
22	Pipe Materials	1128384-3	Ferguson	\$16,886.78	0%	\$0.00	100%	\$16,886.78	0%	\$0.00
23	Pipe Materials	1134826	Ferguson	\$29,279.67	0%	\$0.00	100%	\$29,279.67	0%	\$0.00
24	Pipe Materials	1125454-1	Ferguson	\$41,618.78	0%	\$0.00	100%	\$41,618.78	0%	\$0.00
25	Pipe Materials	1128125-2	Ferguson	\$79,703.14	0%	\$0.00	100%	\$79,703.14	0%	\$0.00
26	Pipe Materials	1128384-4	Ferguson	\$2,776.51	0%	\$0.00	100%	\$2,776.51	0%	\$0.00
27	Pipe Materials	1133513-1	Ferguson	\$2,412.79	0%	\$0.00	100%	\$2,412.79	0%	\$0.00
28	Pipe Materials	1135795	Ferguson	\$20,620.24	0%	\$0.00	100%	\$20,620.24	0%	\$0.00
29	Pipe Materials	1128809	Ferguson	\$4,722.94	0%	\$0.00	100%	\$4,722.94	0%	\$0.00
30	Pipe Materials	1126240	Ferguson	\$22,165.89	0%	\$0.00	100%	\$22,165.89	0%	\$0.00
31	Pipe Materials	1136397	Ferguson	\$4,869.56	0%	\$0.00	100%	\$4,869.56	0%	\$0.00
32	Pipe Materials	1140016	Ferguson	\$12,938.40	0%	\$0.00	100%	\$12,938.40	0%	\$0.00
33	Pipe Materials	1128125-3	Ferguson	\$771.84	0%	\$0.00	100%	\$771.84	0%	\$0.00
34	Pipe Materials	1128384-5	Ferguson	\$1,000.09	0%	\$0.00	100%	\$1,000.09	0%	\$0.00
35	Pipe Materials	1142595	Ferguson	\$383.93	0%	\$0.00	100%	\$383.93	0%	\$0.00
36	Pipe Materials	1142804	Ferguson	\$697.20	0%	\$0.00	100%	\$697.20	0%	\$0.00
37	Pipe Materials	1142908	Ferguson	\$581.20	0%	\$0.00	100%	\$581.20	0%	\$0.00
38	Pipe Materials	1142894	Ferguson	\$910.80	0%	\$0.00	100%	\$910.80	0%	\$0.00
39	Pipe Materials	1142794	Ferguson	\$579.97	0%	\$0.00	100%	\$579.97	0%	\$0.00
40	Pipe Materials	1143211	Ferguson	\$20,954.72	0%	\$0.00	100%	\$20,954.72	0%	\$0.00
41	Pipe Materials	1125454-2	Ferguson	\$41,929.78	0%	\$0.00	100%	\$41,929.78	0%	\$0.00
42	Pipe Materials	1141448	Ferguson	\$10,902.23	0%	\$0.00	100%	\$10,902.23	0%	\$0.00
43	Gates/Mud Valves	29484	Whipps	\$71,672.75	0%	\$0.00	100%	\$71,672.75	0%	\$0.00
44	Pipe Materials	1142794	Ferguson	\$579.97	0%	\$0.00	100%	\$579.97	0%	\$0.00
45	Pipe Materials	1142894	Ferguson	\$910.80	0%	\$0.00	100%	\$910.80	0%	\$0.00
46	Pipe Materials	1143211	Ferguson	\$20,954.72	0%	\$0.00	100%	\$20,954.72	0%	\$0.00
47	Pipe Materials	1141448	Ferguson	\$10,902.23	0%	\$0.00	100%	\$10,902.23	0%	\$0.00
48	Pipe Materials	1125454-2	Ferguson	\$41,929.78	0%	\$0.00	100%	\$41,929.78	0%	\$0.00
49	Pipe Materials	1138615	Ferguson	\$2,148.24	0%	\$0.00	100%	\$2,148.24	0%	\$0.00
50	Pipe Materials	1128125-4	Ferguson	\$4,418.42	0%	\$0.00	100%	\$4,418.42	0%	\$0.00

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER	TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % REMAINING STORED	BALANCE STORED TO DATE
51	Pipe Materials	1142804-1	Ferguson	\$50.16	0%	\$0.00	100%	\$50.16	0%	\$0.00
52	Pipe Materials	1128384-6	Ferguson	\$108.09	0%	\$0.00	100%	\$108.09	0%	\$0.00
53	Pipe Materials	1128384-7	Ferguson	\$6,000.53	0%	\$0.00	100%	\$6,000.53	0%	\$0.00
54	Pipe Materials	1141956	Ferguson	\$9,314.58	0%	\$0.00	100%	\$9,314.58	0%	\$0.00
55	Pipe Materials	1152373	Ferguson	\$18,197.52	0%	\$0.00	100%	\$18,197.52	0%	\$0.00
56	Pipe Materials	1128125-5	Ferguson	\$479.58	0%	\$0.00	100%	\$479.58	0%	\$0.00
57	Pipe Materials	1159050	Ferguson	\$21,553.60	0%	\$0.00	100%	\$21,553.60	0%	\$0.00
58	Pipe Materials	1151590	Ferguson	\$38,876.40	0%	\$0.00	100%	\$38,876.40	0%	\$0.00
59	Pipe Materials	1145239	Ferguson	\$11,770.50	0%	\$0.00	100%	\$11,770.50	0%	\$0.00
60	Pipe Materials	1128125-8	Ferguson	\$9,858.26	0%	\$0.00	100%	\$9,858.26	0%	\$0.00
61	Pipe Materials	1159208	Ferguson	\$782.80	0%	\$0.00	100%	\$782.80	0%	\$0.00
62	Pipe Materials	1144754	Ferguson	\$6,128.76	0%	\$0.00	100%	\$6,128.76	0%	\$0.00
63	Pipe Materials	1159296	Ferguson	\$17,459.92	0%	\$0.00	100%	\$17,459.92	0%	\$0.00
64	Electrical Manholes	260126443	Oldcastle	\$10,055.00	0%	\$0.00	100%	\$10,055.00	0%	\$0.00
65	Electrical Manholes	260126903	Oldcastle	\$21,724.00	0%	\$0.00	100%	\$21,724.00	0%	\$0.00
66	Electrical Manholes	260127028	Oldcastle	\$24,569.00	0%	\$0.00	100%	\$24,569.00	0%	\$0.00
67	Electrical Manholes	260126424	Oldcastle	\$10,758.00	0%	\$0.00	100%	\$10,758.00	0%	\$0.00
68	Submittals	8481265	Ovivo	\$179,725.50	0%	\$0.00	100%	\$179,725.50	0%	\$0.00
69	Thickener Equipment	8482501	Ovivo	\$296,090.70	0%	\$0.00	100%	\$296,090.70	0%	\$0.00
70	Bubble Aeration - Aerators	8482435	Ovivo	\$275,954.60	0%	\$0.00	100%	\$275,954.60	0%	\$0.00
71	Pipe Materials	1155719-1	Ferguson	\$73,533.23	0%	\$0.00	100%	\$73,533.23	0%	\$0.00
72	Submittals	1032157	Aqua-Aerobic	\$36,081.79	0%	\$0.00	100%	\$36,081.79	0%	\$0.00
73	Disk Filters	1032007	Aqua-Aerobic	\$290,718.21	0%	\$0.00	100%	\$290,718.21	0%	\$0.00
74	O&M's	95166.2	Aqua-Aerobic	\$20,425.00	0%	\$0.00	100%	\$20,425.00	0%	\$0.00
75	ATS	95-32651	Cummins	\$24,100.00	0%	\$0.00	100%	\$24,100.00	0%	\$0.00
76	Submittals	21360-21363-DD	Red Dot	\$13,385.00	0%	\$0.00	100%	\$13,385.00	0%	\$0.00
77	Clarifier/Bubble Aeration Equipment, Thickener Start	8482684	Ovivo	\$433,060.46	0%	\$0.00	100%	\$433,060.46	0%	\$0.00
78	Drains	1169286	Ferguson	\$10,002.05	0%	\$0.00	100%	\$10,002.05	0%	\$0.00
79	Ball Valves	1171243	Ferguson	\$13,485.51	0%	\$0.00	100%	\$13,485.51	0%	\$0.00
80	MPC-1	136-75186-03	Elliott	\$9,191.32	0%	\$0.00	100%	\$9,191.32	0%	\$0.00
81	XFMR	136-75186-02	Elliott	\$2,956.63	0%	\$0.00	100%	\$2,956.63	0%	\$0.00
82	PDP1/2	136-75186-15	Elliott	\$6,586.31	0%	\$0.00	100%	\$6,586.31	0%	\$0.00
83	AC-TRY FLT RAS, HOST-CL MXR	136-75186-13	Elliott	\$7,003.33	0%	\$0.00	100%	\$7,003.33	0%	\$0.00
84	SLDG-WSP1-2-3	136-75186-08	Elliott	\$5,462.11	0%	\$0.00	100%	\$5,462.11	0%	\$0.00
85	Vertical Turbine Pump Submittals	1004624	Smith Pump	\$17,170.00	0%	\$0.00	100%	\$17,170.00	0%	\$0.00
86	Miscellaneous Pipe Materials	1140630	Ferguson	\$10,562.20	0%	\$0.00	100%	\$10,562.20	0%	\$0.00
87	Miscellaneous Pipe Materials	1175256	Ferguson	\$2,085.22	0%	\$0.00	100%	\$2,085.22	0%	\$0.00
88	T-OPS	136-75186-06	Elliott	\$3,441.08	0%	\$0.00	100%	\$3,441.08	0%	\$0.00
89	T-OPS	136-75186-05	Elliott	\$2,428.77	0%	\$0.00	100%	\$2,428.77	0%	\$0.00
90	Transformer Lug Kit	136-75186-04	Elliott	\$100.33	0%	\$0.00	100%	\$100.33	0%	\$0.00
91	Transformer Lug Kit	136-75186-01	Elliott	\$55.71	0%	\$0.00	100%	\$55.71	0%	\$0.00
92	Misc-UH	136-75186-14	Elliott	\$15,007.14	0%	\$0.00	100%	\$15,007.14	0%	\$0.00
93	SA-1/2	136-75186-12	Elliott	\$5,245.05	0%	\$0.00	100%	\$5,245.05	0%	\$0.00
94	Alt Disconnects	136-75186-11	Elliott	\$2,383.95	0%	\$0.00	100%	\$2,383.95	0%	\$0.00
95	RAS	136-75186-10	Elliott	\$4,096.58	0%	\$0.00	100%	\$4,096.58	0%	\$0.00
96	MBL BLT Press	136-75186-09	Elliott	\$2,428.77	0%	\$0.00	100%	\$2,428.77	0%	\$0.00
97	NPW-LSP1-1-3	136-75186-07	Elliott	\$7,995.59	0%	\$0.00	100%	\$7,995.59	0%	\$0.00
98	Controls	20-2716-03D	CP USA	\$116,598.00	0%	\$0.00	100%	\$116,598.00	0%	\$0.00
99	Generator	95-42622	Cummins	\$260,900.00	0%	\$0.00	100%	\$260,900.00	0%	\$0.00
100	Traveling Bridge Filter Submittals	901539023	Suez	\$39,500.00	0%	\$0.00	100%	\$39,500.00	0%	\$0.00
101	Traveling Bridge Filter Equipment	901586799	Suez	\$316,000.00	0%	\$0.00	100%	\$316,000.00	0%	\$0.00
102	Traveling Bridge Filter O&M's	901601684	Suez	\$19,750.00	0%	\$0.00	100%	\$19,750.00	0%	\$0.00
103	Submersible Chopper Pumps	10673	Newman	\$78,216.00	0%	\$0.00	100%	\$78,216.00	0%	\$0.00

SECTION 00500

APPLICATION FOR PAYMENT

Project Name: Elgin - WWTP Expansion

Owner: City of Elgin

Contractor: CSA Construction

Contractor's Application for Payment No.

Project No.: 270972

Period: 10-1-2024 to 1-31-2025

Engineer: TRC Engineering, Inc.

36

rev - 0

Page 10 of 10

ITEM NO	DESCRIPTION	INVOICE # Date	VENDOR/MANUFACTURER	TOTAL AMOUNT	% THIS PERIOD	VALUE INSTALLED THIS PERIOD	% PREVIOUS PERIOD	VALUE INSTALLED PREV. PERIOD	TOTAL % REMAINING STORED	BALANCE STORED TO DATE
104	Filter Basin Metal Building	21360-21363-1	Red Dot	\$63,484.20	0%	\$0.00	100%	\$63,484.20	0%	\$0.00
105	Blowers	SPI-22-000557	Aerzen	\$122,130.00	0%	\$0.00	100%	\$122,130.00	0%	\$0.00
106	Operations Metal Building	21360-21363-1	Red Dot	\$219,783.60	0%	\$0.00	100%	\$219,783.60	0%	\$0.00
107	Pipe Rack Metal Building	21360-21363-2	Red Dot	\$68,719.75	0%	\$0.00	100%	\$68,719.75	0%	\$0.00
108	Chemical Feed Controls	0054454-IN	EI2	\$44,176.00	0%	\$0.00	100%	\$44,176.00	0%	\$0.00
109	RAS Pumps	3556C61970	Xylem	\$96,615.39	0%	\$0.00	100%	\$96,615.39	0%	\$0.00
110	Belt Filter Press	8485143	Ovivo	\$500,019.20	0%	\$0.00	100%	\$500,019.20	0%	\$0.00
111	Avantor - VWR	8813084798	Avantor - VWR	\$42,208.68	0%	\$0.00	100%	\$42,208.68	0%	\$0.00
112	Filter Belt Press Metal Building	21360-21363-4	Red Dot	\$119,825.25	0%	\$0.00	100%	\$119,825.25	0%	\$0.00
113	Misc Electrical	136-17758-01	Elliott	\$48,193.79	0%	\$0.00	100%	\$48,193.79	0%	\$0.00
114	Lugs	120-38983-02	Elliott	\$307.54	0%	\$0.00	100%	\$307.54	0%	\$0.00
115	MCC	136-38195-03	Elliott	\$53,323.56	0%	\$0.00	100%	\$53,323.56	0%	\$0.00
116	MCC's	136-38195-02	Elliott	\$249,898.27	0%	\$0.00	100%	\$249,898.27	0%	\$0.00
117	EGS	136-38195-01	Elliott	\$25,422.86	0%	\$0.00	100%	\$25,422.86	0%	\$0.00
118	Bucket	136-17758-02	Elliott	\$2,608.71	0%	\$0.00	100%	\$2,608.71	0%	\$0.00
119				\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
120				\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
				\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
	Subtotal Section D					\$0.00		\$5,040,105.02		\$0.00
	TOTAL WORK IN PLACE & STORED MATERIALS									\$18,046,603.35



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 TRC ENGINEERS FOR ENGINEERING SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the agreement as presented

BACKGROUND:

This agreement with TRC engineers is for Engineering Services to design and respond to comments from the Texas Department of Transportation.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the agreement as presented

ATTACHMENTS:

1. RESOLUTION SRTS 2025-02-04-XX
2. Elgin SRTS Sidewalks - Proposal for Engineering Services - Signed

{ } 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. 2025-02-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS FOR ENGINEERING SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is making steps to improvement walkability for residents in Elgin; and

WHEREAS, The City of Elgin is now in a position to design and construct certain sidewalks to help pedestrian mobility through the safe routs to school program; and

WHEREAS, staff now presents this engineering agreement for design of such pedestrian ways.

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 or Mayor is hereby authorized to execute the agreement as presented in the amount of the proposal attached and identified as Exhibit A. “Engineering Services Proposal”.

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

January 23, 2025

Mr. Isaac Turner, Interim City Manager
City of Elgin
310 North Main Street
Elgin, Texas 78621

**RE: City of Elgin – SRTS 2021 Sidewalks
Schools to Downtown Connections
Engineering Services Proposal**

Dear Mr. Turner:

As requested by the City of Elgin, TRC Engineers, Inc. (TRC) has prepared this proposal for the engineering services required to update the plans, specifications, and administrative documents per the comments received from Texas Department of Transportation (TxDOT). The cost to provide the engineering and administrative services is \$4,800.00 lump sum.

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

Sincerely,

Will Wachel, P.E. – TRC
Regional Vice President

1/23/2025

Date

City of Elgin

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER 16 FOR THE WASTEWATER PLANT EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the change order as presented

BACKGROUND:

This is the final change order for the wastewater treatment plant project and in the letter of recommendation attached it mentions the changes and their associated costs.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the change order as presented by staff.

ATTACHMENTS:

1. RESOLUTION CO16 NO 2025-02-04-XX
2. Change Order No. 16 Revised - To City

{ } 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. 2025-02-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER 16 FOR THE WASTEWATER PLANT EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is nearing completion of a project known as the wastewater plant expansion project; and

WHEREAS, Certain value-added changes were made to the project including adding a totalizer, improvements to the HVAC system and dissolved oxygen PIDs,; and

WHEREAS, these changes have been reviewed by the City Engineer and staff and are now recommending them for approval; and

WHEREAS, The Mayor and City Manager are authorized to approve such changes as described in the original agreement with TRC Engineers.

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 or Mayor is hereby authorized to execute Change Order 16 in the amount of the proposal attached and identified as Exhibit A. "Change Order 16".

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 4th day of February 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

January 23, 2025

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

**Re: Elgin WWTP Expansion
Change Order No. 16**

Dear Mr. Gonzalez:

Attached please find Change Order No. 16 for the above referenced project. This change accounts for additions of the installation of the HVAC system, the replacement of the totalizer, the installation of the Dissolved Oxygen PID Controls, the deduction of Line Item P.10 Bid Allowance – Incidental Items, and the existing clarifier trough concrete repair. The work will add 31 days to the Contract.

Please note that the “Previously Approved Change Order Amount” line on this Change Order 16 was revised to account for the discrepancy of \$14,911.19 carried over from Change Order 12. This revision does not affect the amount paid to the Contractor, as it was fully compensated for this amount in Change Order 13. This revision is purely a clerical update to ensure the correct “Revised Contract Amount” is displayed, facilitating the proper project closeout. Additionally, the “Substantial Completion Date” line item was updated to reflect all the approved additional days from all previous Change Orders.

The change order has been approved by this office and will decrease the current contract amount by \$55,013.11. The new contract amount will be \$18,046,603.35. Please execute and forward a digital copy to TRC at wwachel@trccompanies.com.

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

Sincerely,

William Wachel, P.E.
Regional Vice President – Central Region

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

**CONTRACT CHANGE ORDER NO. 16
WASTEWATER TREATMENT PLANT EXPANSION**

OWNER:	<u>City of Elgin</u>
CONTRACTOR:	<u>CSA Construction, Inc.</u>
ORIGINAL CONTRACT AMOUNT:	<u>\$15,422,000.00</u>
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	<u>\$2,679,616.46*</u>
CURRENT CONTRACT AMOUNT:	<u>\$18,101,616.46*</u>
ORIGINAL CONTRACT TIME (DAYS):	<u>730</u>
ORIGINAL SUBSTANTIAL COMPLETION DATE:	<u>5/3/2023</u>
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	<u>852</u>
CURRENT CONTRACT TIME (DAYS):	<u>1,582</u>
CURRENT SUBSTANTIAL COMPLETION DATE:	<u>9/1/2025**</u>
CURRENT FINAL COMPLETION DATE:	<u>10/31/2025</u>

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO.16.1	Deduction of Line Item P.10 Bid Allowance - Incidental Items	1	LS	-\$100,000.00	-\$100,000.00
CO.16.2	HVAC	1	LS	\$2,882.65	\$2,882.65
CO.16.3	Totalizer Replacement	1	LS	\$4,989.19	\$4,989.19
CO.16.4	Dissolved Oxygen PID Controls	1	LS	\$19,181.03	\$19,181.03
CO.16.5	Existing Clarifier Trough Concrete Repair	1	LS	\$17,934.02	\$17,934.02
TOTAL COST OF THIS CHANGE ORDER:					<u>(\$55,013.11)</u>

*Note that the Previously Approved Change Order Amount line was corrected to address the discrepancy carried over from CO#12.

The revision does not affect contractor payment but solely acts to correct the Revised Contract Amount.

**Revision made to Current Substantial Completion Date line to accurately reflect all previously approved additional days.

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	<u>(\$55,013.11)</u>
REVISED CONTRACT AMOUNT:	<u>\$18,046,603.35</u>
NET CHANGE IN CONTRACT TIME (DAYS):	<u>31</u>
REVISED CONTRACT TIME (DAYS):	<u>1,613</u>
REVISED SUBSTANTIAL COMPLETION DATE:	<u>10/2/2025</u>
REVISED FINAL COMPLETION DATE:	<u>12/1/2025</u>

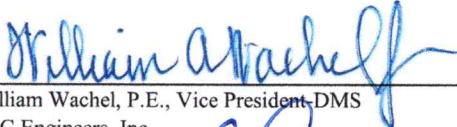
THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.

Isaac Turner, Interim City Manager
City of Elgin

Date

Michael Gonzalez, Director of Public Works
City of Elgin

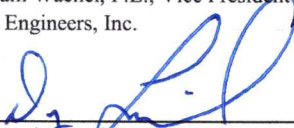
Date



William Wachel, P.E., Vice President-DMS
TRC Engineers, Inc.

1/23/2025

Date



Doug Laird, Project Manager
CSA Construction, Inc.

1-27-25

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER 5 FOR THE ELGIN POLICE DEPARTMENT STATION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

The Elgin Police Department Station is nearing completion. This is a change order to authorize the installation of a duplex receptacle in Room 118, installation of a dedicated circuit for the dehumidifier in Room 139, and the installation of a chain link fence at the dumpster enclosure for additional security.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Change Order 5 EPD RESOLUTION NO. 2025-02-04-XX
2. CoElgin & BWC - BP2 - G701-2017 - CO #05_FGMA Signed
3. Change Order 05 Project Memo_FGMA signed

{ } 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. 2025-02-04-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER 5
FOR THE ELGIN POLICE DEPARTMENT STATION PROJECT, AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, The City of Elgin is currently underway with the Elgin Police Department Station Project at 204 Depot Street; and

WHEREAS, Certain value-added changes have been identified including the addition of a duplex receptacle, a dedicated circuit for the dehumidifier, and a new chain link fence at the dumpster enclosure; and

WHEREAS, These changes have been reviewed by the City Engineer and staff and are now being recommended for approval; and

WHEREAS, The Mayor is authorized to make such changes as described in the original agreement with Baird Williams Construction.

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 Interim City Manager or Mayor is hereby authorized to execute Change Order 5 in the amount of the proposal attached and identified as Exhibit A. “Roy Rivers Phase IV Utilities”.

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 4th day of February 2025.

THERESA Y. MCHSAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

New Police Station - BP2
204 Depot Street
Elgin, Texas 78621

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 31, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 005
Date: January 22, 2025

OWNER: (Name and address)

The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

ARCHITECT: (Name and address)

FGM Architects, Inc.
3711 South Mopac Expressway, Building
2, Suite 150
Austin, Texas 78746

CONTRACTOR: (Name and address)

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

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes the addition of scopes of work directed by the Owner:

- Provide (1) receptacle in Room 118 - Wellness
- Provide (1) dedicated circuit for the dehumidifier in Room 139 - Armory Storage
- Provide and install new chain-link fencing around the CMU dumpster enclosure

The original Guaranteed Maximum Price was

\$ 4,349,760.00

The net change by previously authorized Change Orders

\$ 544,286.00

The Guaranteed Maximum Price prior to this Change Order was

\$ 4,894,046.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

\$ 5,835.00

The new Guaranteed Maximum Price including this Change Order will be

\$ 4,899,881.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects, Inc.

ARCHITECT (Firm name)

SIGNATURE

Jaime Palomo, Principal

PRINTED NAME AND TITLE

DATE

01/23/2025

Baird/Williams Construction, Ltd.

CONTRACTOR (Firm name)

SIGNATURE

Derek Marshall, Vice President

PRINTED NAME AND TITLE

DATE

1.22.2025

The City of Elgin, Texas

OWNER (Firm name)

SIGNATURE

Beau Perry, City Manager

PRINTED NAME AND TITLE

DATE

DESCRIPTION OF CHANGE

Date: 1/22/2025
Request for Pricing No: Owner
BWC Pricing No: CO #05

Page 135 of 247

M & C Electric Inc.

PO Box 231
Taylor, Tx, 76574
512-468-4662
512-293-5144
FAX 512-926-8022
TECL#24004

Elgin PD

COR# 17

01/07/25

General Contractor – BWC

Additional Receptacle In Wellness Room

-Provide & Install (1) Receptacle Fed From Nearest Available Circuit in Room 118

Material:	\$88.85
Labor:	\$624.82
Total:	\$713.67

Total CO:	\$713.67
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(Seven Hundred Thirteen Dollars & Sixty Seven Cents)

Exclusions:

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

M & C Electric Inc.

PO Box 231
Taylor, Tx, 76574
512-468-4662
512-293-5144
FAX 512-926-8022
TECL#24004

Elgin PD

COR# 16

01/07/25

General Contractor – BWC

Dehumidifier in Armory Storage

-Provide & Install (1) Receptacle on Dedicated Circuit for Dehumidifier in Room 139

Material:	\$144.01
Labor:	\$1,143.18
Total:	\$1,287.19

Total CO:	\$1,287.19
-----------	------------

(One Thousand Two Hundred Eighty Seven Dollars & Nineteen Cents)

Exclusions:

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



FENCE & ACCESS CONTROLS

CHANGE ORDER

December 20th, 2024

ATTN: CODY BROOKS, BAIRD WILLIAMS

PROJECT NAME: ELGIN POLICE STATION – ELGIN, TX

1. SUBCONTRACT PROJECT INCLUSIONS:

- a. General Scope: Work includes generally, but not specifically all materials, labor, supervision, equipment, and insurance requirements, as required, and specified.

SCOPE:

INSTALL NEW 8'+1 CHAIN LINK AROUND CMU DUMPSTER ENCLOSURE

POSTS TO BE SET OUTSIDE OF DUMPSTER ENCLOSURE

NEW FENCING TO TIE INTO EXISTING

TOTAL BID PRICE: \$3,100.00

EXCLUSIONS: SALES TAX, SECURITY ACCESS CONTROLS, FENCE REMOVAL, BRUSH CLEARING, TREE REMOVAL, LOCATING UNDERGROUND UTILITIES, CARD READERS, LAYOUT, SURVEYING, MAG LOCKS, KNOX PADLOCKS, SIGNAGE, GROUNDING OF FENCE OR GATES, BONDING (WE ARE BONDABLE), GRADING, DELEGATED DESIGN OF FENCE OR GATES, ELECTRICAL WORK INCLUDING INSTALLATION OF CONDUITS/WIRING

Rob Heimerer
Project Manager/Estimator
C- 737-228-9990
rob@monarchfence.net

PROJECT MEMO – CHANGE ORDER 05

Date: 01/23/2025

Recipient: Beau Perry, Development Services, City of Elgin

CC: Cody Brooks, VP of Project Management, Baird Williams Construction

Project Name: Elgin Police Station

Project Number: 22-3415.01

Remarks

The following is a summary of Change Order #05 as reviewed by the construction administration team for the Elgin Police Station. The proposed Change Order includes:

- Installation of a duplex receptacle in Room 118 – Wellness to support its change of use for PD staff to utilize as an additional office going forward.
- Installation of a dedicated circuit to place the dehumidifier in a more practical location based on furniture (storage racks) installed in Room 139 – Armory Storage. It was unknown where and how the equipment would be placed, and therefore, a receptacle needs to be provided to optimize how the dehumidification equipment is installed for proper drainage.
- Installing new chain-link fencing at the dumpster enclosure to add additional security and prevent improper access to the police department secure parking over the top of the dumpster enclosure.
- The proposed costs appear to align with current industry rates for the work specified.

Any questions about this change order or other elements of this change in scope can be sent to:

- Wes Rodberry, Project Architect at wesrodberry@fgmarchitects.com or by phone (281) 608-3221

Respectfully submitted,



Jaime Palomo | Vice President, Managing Director
JaimePalomo@fgmarchitects.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Board Member Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Taylor Christian to the Planning and Zoning Commission replacing David Lanford who's term will expire 09/30/2026.

BACKGROUND:

David Lanford was reappointed in September 2024 for a two year term expiring on 9/30/26. Mr. Lanford resigned his seat on the Planning and Zoning Commission in December due to the fact that he has moved out of town.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the appointment of Taylor Christian to the Planning and Zoning Commission replacing David Lanford.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Work Session Meeting Minutes - August 27, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:

A city council work session was held on August 27, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

1. City Council Work Session Meeting Minutes - August 27, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
August 27, 2024
6:45 PM

CALL TO ORDER

Mayor McShan called the meeting to order at 7:34 p.m.

ROLL CALL

Present:

Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member
YaLecia Love, Council Member
Al Rodriguez, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Sue Brashar, Mayor Pro Tem

Absent:

Arthur Gibson III, Council Member
Chuck Swain, Council Member

Staff:

Thomas L. Mattis, City Manager
Owen Rock, EDC Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/ Dev. Serv. Dir
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Elizabeth Marzex, Rec & Leisure Manager
Dodie Navejas, UB Customber Serv. Manager
Esmeralda Rangel, Assistant City Secretary

PRESENTATION

1. **Review and discussion of the proposed City of Elgin FY24-25 Annual Operating Budget as presented by the City Manager, including but not limited to possible discussion of all departments, operations, functions, personnel, infrastructure, facilities, taxes, and tax rates; and all revenues, and expenditures related thereto.** Mr. Mattis emphasized that this year's budget focus differed from last year's, adopting a more conservative approach. However, he noted that a budget amendment could still be made later in the year. He assured that there would be no reduction in services. He also

pointed out that over a million dollars had been allocated for street and drainage improvements in Wards 1 and 2. Mr. Perry clarified the concept of development service fees and their impact on the budget. Mr. Dennis raised the issue of the over-65 tax freeze for senior citizens. Ms. Casnovsky discussed the animal service fees and the matter of alley cats. The City Council posed various questions, all of which were addressed by staff. Ms. Casnovsky inquired about the EDC section of the budget, to which Mr. Rock explained that the EDC operates with a more reactive budget, responding to specific developments. Ms. Love brought up the topic of council pay and referenced figures she had previously mentioned at a past meeting. This led to further discussion.

No action was taken by the city council.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:57 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - September 17, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:

Meeting minutes from the September 17, 2024 City Council Meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the meeting minutes as presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - September 17, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
September 17, 2024
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call. Mayor McShan stated that Mayor Pro Tem Brasher and Ms. Casnovsky were absent. Ms. Love made a motion to excuse their absence. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member
Chuck Swain, Council Member
YaLecia Love, Council Member
Al Rodriguez, Council Member
Matthew Callahan, Council Member
Forest L. Dennis, Council Member

Staff:

Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Dodie Navejas, UB Customer Services Manager
Todd Johnson, Commander
Aaron Crimm, Commander
Matthew Hicks, Sergeant
Esmeralda Rangel, Assistant City Secretary

INVOCATION

Mr. Rodriguez 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 the Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. Public Hearing on the Proposed FY2024-25 Annual Budget for the City of Elgin

Ronald Silva, 104 Gillespie Ln, expressed his concern for the increase in taxes and shared concern that even with taxes going up, they do not see it paying off as infrastructure is not being repaired. He is also concerned about the city's rapid growth and believes that if the city is going to grow, it should have proper planning, which he believes is not being done.

Shirley Moczygemba, 823 Savannah Cv, expressed her displeasure with the tax rate and her concern about not having an ambulance contract. She also wanted to congratulate the city on all the completed park projects.

Leslie Moss, 1801 Wilberg Cv, was concerned about the budget and how no revenue was being used to control the stray animal problem. She also stated that the services and infrastructure are not sustainable for the growth of the city.

Mayor McShan closed the public hearing.

2. Public Hearing On The Proposed FY24-25 Tax Rate

Stan Gerdes, express his disappointment in the tax rate increase, he stated that with everything else increasing it is not the time to raise taxes. He noted that items in the budget could be cut or reduced and being elected to do this job means making the tough decisions.

David Lanford, 710 S. Main St., stated that with all the growth happening in the city, we have to learn how to manage it. With an already high, school tax and city tax, selling lots will raise a challenge. He asked the council to look at the budget and tax rate and reconsider lowering the tax rate.

Paula Ramsey, 108 Louise St, stated that she has an issue with the huge tax hike and how she doesn't see any improvements being made in the older part of Elgin even though having lived here for 37 years, she asked the council to look at the city as a whole and not just the new areas.

Debbie Wahrmond, 905 Marvins Cove, agreed with the last statement about the old Elgin not being as serviced as the newer parts, she also complimented staff to responding to broken pipe issues and suggested the council should table this vote until the next meeting to get a clear understanding on what is being proposed.

Wes Callais, 18304 Willow Sage Ln, stated that he hasn't seen many council members change but he has seen many finances directors come and go, he stated that no one stays in this town because of the jobs, and he agrees with everyone's concern on how this is a budget that no one can afford. He also expressed his disappointment with no one on the council addressing citizens' concerns.

Ron Ramirez, 16 N Ave A, stated that his questions are not for the city manager or city staff but for the mayor and council and he wants to know if they have done their due diligence on everything that has been presented to them.

Mayor McShan closed the public hearing.

PUBLIC COMMENT

James Macklin, 404 N. Ave E., he stated that his neighbor keeps shotting at his truck with a BB gun, and he has brought his concerns to the PD and even talked the city manager who also spoke with

the PD and code enforcement, and he was told nothing could be done which he stated is not right.

Mayor McShan closed public comment.

CITY MANAGERS REPORT

1. General Activity Report and/or Project Update

Mr. Mattis stated that he did not have anything specific to report on.

CONSENT AGENDA

1. Request to close 100 block Depot Street alley from Avenue C to Main Street and 32 N Main Street Alley from First Street to the Depot Street alley from 3:00 PM to 10:00 Pm on Friday December 6, 2024 for the She Creates Union Luna Market.

The request was approved on the consent agenda.

Mr. Dennis made a motion to approve the consent agenda. Mr. Swain seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board of Adjustments, Library Advisory Boards, Park & Recreation Advisory Board, Economic Development Corporation Board of Directors, Historic Review Board, Main Street Board of Directors, And Building Standard Commission

Mayor McShan asked to table this item as more information had to be gathered before bringing it to the council.

Ms. Love made a motion to table this item until the next council meeting. Mr. Dennis seconded the motion. All voted in favor. The motion carried. This item will be tabled and brought back at the next council meeting.

2. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated that this item was discussed at a previous meeting and has had the appropriate notification and public hearings. He gave a brief recap of the project and reminded the council that this item was tabled at the last council meeting. He stated that the planning and zoning commission approved this item with certain conditions being met, which included a traffic impact analysis, limited occupancy, and a five-year renewal. The requestor submitted information that was responsive to the conditions and requested that the council omit the five-year limitation. Discussion followed.

Mr. Gibson made a motion to approve the special use permit and remove the five-year renewal as recommended by the planning commission. Ms. Love seconded the motion. All voted in favor. The motion carried.

3. **(Second Reading and Final Adoption) AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE**

Mr. Mattis stated that after the previous budget work session edits have been made to the budget and were sent to the council prior to the meeting. Mr. Dennis talked about the elderly exemption on taxes and many more improvements that have been made throughout the city. Discussion followed. Mayor McShan suggested that in light of all of the citizens' concerns, there should be another workshop next week to make sure they have done their due diligence.

Mr. Rodriguez made a motion to table the ordinance. Ms. Love seconded the motion. All voted in favor. The motion carried. The item was tabled.

4. **(Second Reading and Final Adoption) AN ORDINANCE LEVYING TAXES FOR MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ELGIN, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE 2024-25 TAX YEAR**

Mr. Gibson made a motion to table the ordinance setting the tax rate. Ms. Love seconded the motion. All voted in favor. The motion carried.

5. **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**

Mr. Mattis stated that the city had a certain number of votes for voting in people to the appraisal district board of directors. Discussion followed.

Mr. Swain made a motion to recommend David Glass. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

6. **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**

No recommendations were given for the Travis County appraisal district. This item will be tabled and brought to the next council meeting.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Mr. Mattis stated that the council took a preliminary tour of the EPD and that the opening would be delayed due to construction issues. He also said that all other projects were in good shape.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:35 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Work Session Meeting Minutes - September 24, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approve Work Session Meeting Minutes.

BACKGROUND:

A work session was held on September 24, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

1. City Council Work Session Meeting Minutes - September 24, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
September 24, 2024
6:30 PM

CALL TO ORDER

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

ROLL CALL

Present:

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

Absent:

Forest L. Dennis, Council Member

Staff:

Thomas L. Mattis, City Manager
Owen Rock, EDC Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/ Development Services Director
Pam Sanders, HR Director
Dodie Navejas, UB Customer Services Manager
Aaron Crim, Commander
Lucy Domingues, Officer
Mathew Decker, Sergeant
Aldo Gomez, Sergeant
Nathan Neitsch, Detective
Esmeralda Rangel, Assistant City Secretary

PRESENTATION

1. **Review and discussion of the proposed City of Elgin FY24-25 Annual Operating Budget as presented by the City Manager, including but not limited to possible discussion of all departments, operations, functions, personnel, infrastructure, facilities, taxes, and tax rates; and all revenues, and expenditures related thereto.**

Mayor McShan opened the work session, and Mayor Pro Tem took the opportunity to address several items from the previous council meeting, as she had been absent. First, she revisited the ordinance she had proposed to the council in 2022, which aimed to freeze the tax ceiling for Elgin residents aged 65 and older or those who are disabled. She also noted that appraisals from the appraisal district had decreased. Mayor Pro Tem clarified that Representative Stan Gerdes had incorrectly stated that the city had a \$25 billion budget and pointed out that emails were being circulated with the wrong tax rate. Additionally, these emails included a disclaimer stating they were paid for by a political ad. She also responded to claims about a "slush fund," explaining that the funds were allocated to support local non-profits that benefit the community, such as Elgin Care, Community Cupboard, and Alley Cates, among others. Mr. Mattis also emphasized that the city only has control over its own taxes, not other taxes, and further discussion followed.

Ms. Casnovsky made a motion to provide a report on how the tax rate numbers are derived at the Thursday council meeting. Mr. Gibson seconded the motion. The vote was as follows: Ms. Casnovsky - yes, Mr. Gibson - yes, Mr. Swain - no, Ms. Love - yes, Mr. Callahan - yes, Mr. Rodriguez - yes, Mayor Pro Tem Brashar - yes, Mayor McShan - yes. The motion carried.

Ms. Love expressed interest in seeing the impact of lowering the tax rate. Mr. Swain responded that any decrease would inevitably affect city services in some way. Mr. Gibson then asked his constituents if they had a specific target for the tax rate they hoped to achieve. Mr. Rodriguez suggested cutting travel and training expenses from the budget as a potential way to reduce costs. Mr. Mattis clarified that the current budget was conservative, designed to maintain services at their current level, and that there could always be a budget amendment later if necessary. He agreed with Mr. Gibson, stating that the council should provide clear direction to staff on their priorities. During the discussion, Mr. Mattis explained that each penny reduction in the tax rate equates to a loss of \$100,000 in city funds. He added that to reach a lower tax rate, new positions could be eliminated, though he didn't recommend this, as the new positions were created in response to both council feedback and the city's growth. Mr. Mattis also mentioned he would be presenting a more detailed analysis at Thursday's meeting, addressing both council and citizen feedback, as well as including Mayor McShan's suggestion to lower the tax rate to 0.55 instead of 0.59. The discussion continued.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:38 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - September 26, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:

There was a special meeting held on September 26, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

1. City Council Special Meeting Minutes - September 26, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
September 26, 2024
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call. She stated that all council members were present.

Present:

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

Staff:

Thomas L. Mattis, City Manager
Michael Gonzalez, Public Work Director
Chris Noble, Chief of Police
Beau Perry, City Engineer/ Development Services Director
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Dodie Navejas, UB Customer Services Manager
Todd Johnson, Commander
Esmeralda Rangel, Assistant City Secretary

INVOCATION

Mayor Pro Tem Brashar provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. Public Hearing on the Proposed FY2024-25 Annual Budget for the City of Elgin

Joan Miller, 1305 Meadow Cove, stated that no one wanted a tax raise but if a raise could

be justified then maybe it was needed. There are factors decreasing revenue, such as a decrease in property value, permitting fees, and a 65 and older or disabled tax freeze. She stated that a line-by-line look over the budget was not unproductive and that the city council was elected to do what's best for the community. She would like to see a budget that is predicated on a 0.55 and 0.57 tax rate and that the elimination of new positions or no raises for city employees should not be the first thing to go.

Roland Silva, 104 Gillespie Ln, stated that in regard to Tuesday's Meeting, he felt the decision to lower the budget by having it impact staff would be punitive. He believed the city council should look at alternatives and make cuts someplace else.

Mayor McShan closed the public hearing.

2. Public Hearing On The Proposed FY24-25 Tax Rate

Debra Wahrmund, 905 Marvins Cove, expressed that at the last council meeting, she felt there wasn't enough adequate information provided, but after further discussions with council members, she now has a clearer understanding. She supports the proposed tax rate and hopes the city council will make a thoughtful decision, carefully considering the input from citizens.

Brenda Pina, 512 N Ave H, stated her concern about statements made during the last council meeting. She emphasized that the budget should be reviewed line by line, with the math behind it. She reminded the city council that, as elected officials, they had a responsibility to do their due diligence. Additionally, she urged that any budget cuts should not be made at the expense of personnel. And to look at the city as a whole, while some subdivisions are receiving new sidewalks, others also require improvements. She also stated that there was a lack of EDC development and called for more retail, industrial, and manufacturing opportunities. Lastly, she stated that citizens are looking for relief in taxation with representation.

Roland Silva, 104 Gillespie Ln, shared his concerns about maintenance and operation. He referenced back to the last freeze and how the rec center was unavailable. He encouraged the council to look at the community as a whole and to focus on utility upgrades and not just the parks that look nice. He hopes the council will take the citizens' input and allocate funds wisely for the benefit of the community.

Tavis Kane, emphasized that the city council was elected to represent the will of the people and that the recent hikes negatively impacted both the council and Elgin taxpayers. He made it clear that they would do everything possible to publicize the decisions made today. He referenced a 2020 article highlighting the \$12 billion cost to taxpayers statewide due to high-paid public employees, particularly city managers in Texas, who were earning salaries far above the median for their municipalities. He also brought up a February article that discussed over-compensated city managers in Texas, pointing out that the proposed budget indicated the Elgin city manager's salary from 2016 would account for about 1 percent of the budget. He noted that the proposed budget also included a 43 percent salary increase for three employees in the HR department and a 47 percent increase for the municipal court department—without factoring in the cost of living increase. He expressed confusion about where all the money was going, suggesting that these expenses could easily be reduced. Ultimately, he argued that with these inflated salaries, citizens still lacked basic infrastructure like sidewalks for safe street crossings.

Mayor McShan closed the public hearing.

NEW BUSINESS

1. ***(Second Reading and Final Adoption)* AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE**

Mr. Mattis provided an extensive presentation in response to citizens' comments, which included information about the city's growth. He stated that about 70 percent of the future growth in the city of Elgin would occur in the ETJ MUDs, at no cost to city taxpayers. He also presented a list of major ongoing traffic and safety improvements happening around the city, most of which will be funded by development fees and grants. He mentioned that the CTRMA is conducting an environmental study with plans to extend the toll road from Manor to the intersection of Elgin. He emphasized that the city has no control over this project, as it is outside the city's jurisdiction. Additionally, Mr. Mattis informed citizens that several streets are state-owned, including FM 1100, SR 95, Main Street, and "The Y" loop. The traffic signal lights on these streets are owned, operated, and fully managed by TxDOT. He also noted that TxDOT has jurisdiction over the roadways near Guadalajara and Sonic. Although the city has attempted to negotiate with TxDOT to make necessary repairs, they have not allowed the city to proceed. Mr. Mattis went on to highlight the over \$1 million spent on road improvements in the original town area, which is the highest amount in the city's history. The City's Capital Improvement Projects (CIP) have successfully turned \$27 million in debt into \$45 million in asset investment over the past three years. These increases have been made possible through grants, developer contributions, ARPA funds, and cash reserves. Major improvements include the wastewater treatment plant expansion, the Elm Creek lift station, and the Pistol Hill water tank. The city's water supply is in good condition, and there is enough sewer and water capacity to service the town. Since the freeze, the city has installed nine separate generators to ensure that both water and wastewater systems can operate independently, if necessary. Mr. Mattis then moved on to review some budget information, using his original presentation to emphasize a few key points. He confirmed that there is no deficit spending in the budget. The budget was based on no cuts to services or personnel. Though the projected revenue had been considered somewhat conservative, by mid-year, the council would have enough information to adjust the budget if necessary. He also emphasized that the tax rate had already been reduced by three cents, there was no proposed pay increase for the mayor or council, no funding for EMS, no funding for vehicles or equipment, and no funding for city-funded street improvements. He provided brief details on each of these aspects. Mr. Mattis explained that the city only has control over the city's tax rate and that the city receives approximately 23 cents for every property tax dollar. Regarding sales tax, the city receives only 12 cents from every dollar. He also pointed out that the senior tax freeze represents more than five cents of the tax rate. Representative Stan Gerdes had attended the previous meeting and mentioned a "slush fund," but Mr. Mattis clarified that there is no such fund. These funds are allocated to nonprofit organizations, such as the Women's Shelter, The Community Cupboard, Alley Cats, and others. Since 2016, the city has shared over \$323,000 with nonprofits. A few slides were presented in response to council questions,

showing the math behind the revenue projection in the budget for property tax. He also displayed the total tax rates for neighboring cities, which range from 0.49 to 0.85, while the city is proposing a 0.59 rate. All ARPA funds have been received and committed to projects approved by the City Council, and there are no issues with this funding or any potential "clawback" of funds. The council also requested a comparison of what a tax rate of 0.55 and 0.57 would look like. Mr. Mattis provided an overview of each cut and change that would be necessary to reach those rates. From the staff's perspective, the positions supported by a 0.59 tax rate are essential to meet service demands and are responsive to council needs.

Mayor McShan then opened the floor for questions or comments from each council member.

Ms. Love wanted clarification on the EPD staff, noting that the increase was not for two new physical positions but for a higher rank being proposed. She also mentioned that there would be no new cars for the following year since the city had obtained those cars last year. Mr. Swain thanked the city manager for the presentation, stating that it was crystal clear what would happen, regardless of how they voted.

Mr. Gibson asked for clarification on the difference between the police positions.

Ms. Casnovsky expressed her appreciation for the math and the extensive presentation provided.

Mayor Pro Tem Brahsar stated that all her questions had been answered and mentioned that she was disappointed the academy was not included in the presentation.

Mr. Dennis thanked the public for engaging in the discussion. He encouraged them to be involved in the budget discussions from the beginning, as the budget season starts in August. He addressed misinformation circulating about large tax increases, emphasizing that everyone on the dais owns property in Elgin and is also a taxpayer. He stressed that the council wants to be fair to citizens and ensure that it is fair to them as well.

Mr. Rodriguez wanted to expand on the idea of the increase. He pointed out that there was some misinformation circulating, suggesting that everyone's tax rate would increase by 25%, which did not seem correct. He expressed appreciation for the dialogue brought by the citizens.

Mr. Callahan sought clarification, asking if the council did nothing today, the budget would go through as presented, but not the tax rate. He added that if a different tax rate was proposed, a motion would need to be made for that specific rate.

Mayor Pro Tem Brashar made a motion to approve the Ordinance and to set and approve the Municipal budget for the 2024- 25 Fiscal Year as presented. Mr. Dennis seconded the motion. The vote was: Mayor Pro Tem - yes, Mayor McShan - no, Ms. Casnovsky -yes, Mr. Gibson - no, Mr. Swain - yes, Ms. Love - no, Mr. Callahan - no, Mr. Rodriguez - no, Mr. Dennis - yes. The motion to approve the Ordinance and to set the approve the municipal budget for the 2024-25 fiscal year as presented did not pass on a 4 to 5 vote.

Ms. Swain made a motion to approve the Ordinance and to set and approve the Municipal budget for the 2024-25 Fiscal Year with a tax rate of 0.57. Mr. Dennis seconded the motion. Mr. Gibson would like to amend the motion to adopt the budget with a 0.55 tax rate. Mr. Swain rejected the amendment. Discussion followed. Mayor McShan called a roll call vote for the budget to be approved with the necessary cut to reach a 0.57 tax rate. The vote was: Mr. Swain - yes, Ms. Love - no, Mr. Callahan - no, Mr. Rodriguez - no, Mr. Dennis - yes, Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casnovsky- yes, Mr. Gibson- no. The motion to approve the Ordinance and to set and approve the municipal budget for the 2024-25 fiscal with a tax rate of 0.57 passed on a 5 to 4 vote.

2. (Second Reading and Final Adoption) AN ORDINANCE LEVYING TAXES FOR MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ELGIN, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE 2024-25 TAX YEAR

Mayor Pro Tem Brashar made a motion to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.402319 for the M&O Rate per one hundred dollars of assessed value, which is effectively in total a 10.75% increase in the tax rate. Mr. Dennis seconded the motion.

Mayor McShan stated that a motion has been made and seconded to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.402319 for the M&O Rate per one hundred dollars of assessed value, which is effectively in total 10.75 percent increase in the tax rate. Mayor McShan called a roll call vote. The vote was: Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casnovsky - yes, Mr. Gibson - no, Mr. Swain - yes, Ms. Love - no, Mr. Callahan - no, Mr. Rodriguez - no, Mr. Dennis - yes. The motion to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.402319 for the M&O Rate per one hundred dollars of assessed value, which is effectively in total a 10.75% increase in the tax rate, passed on a 5 to 4 vote.

Mayor Pro Tem Brashar made a motion to approve the ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.167681 for the Debt Rate per one hundred dollars of assessed value, which is effectively in total a 24.2% increase in the Tax rate. Mr. Dennis seconded the motion.

Mayor McShan stated that a motion has been made and seconded to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.167681 for the Debt Rate per one hundred dollars of assessed value, which is effectively in total 24.2 percent increase in the tax rate. Mayor McShan called a roll call vote. The vote was: Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casnovsky - yes, Mr. Gibson - no, Mr. Swain - yes, Ms. Love - no, Mr. Callahan - no, Mr. Rodriguez - no, Mr. Dennis - yes. The motion to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of 0.167681 for the Debt Rate per one hundred dollars of assessed value, which is effectively in total a 24.2% increase in the tax rate, passes on a 5 to 4 vote.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Ms. Browder stated that there would be Halloween celebrations all month long and to be sure to check on the city's website, Calander, and social media channels to see all the events happening in the library, parks, and rec center. In addition to Halloween, she also stated that Hogeye is coming up as well as National Night Out on October 1st, Dia de los Muertos on November 2nd, and Holiday by the Tracks on December 1st. Mayor McShan stated there would be a community cookout on Saturday hosted by Elgin Cares. Mr. Dennis also stated that he would be out on medical leave.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:14 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - January 7, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:

A regular council meeting was held on January 7, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - January 7, 2025

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES
January 7, 2025
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call. She stated that Mr. Callahan would not be in attendance. Ms. Love made a motion to excuse his absence. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member Ward 1
Arthur Gibson III, Council Member Ward 1
Chuck Swain, Council Member Ward 2
YaLecia Love, Council Member Ward 2
Al Rodriguez, Council Member Ward 3
Forest Dennis, Council Member Ward 4
Sue Brashar, Mayor Pro Tem Ward 4

Absent:

Matthew Callahan, Council Member Ward 3

Staff:

Beau Perry, Acting City Manager/City Engineer/Development Services Director
Peyton Standifer, City Secretary
Esmeralda Rangel, Assistant City Secretary
Sonia Browder, Media Specialist
Amy Miller, Community Services Director
Mark Schroeder, City Attorney
Pam Sanders, HR Director
Todd Johnson, Commander
Dodie Navejas, UB Customer Services Manager
Yadi Duque, Court Administrator
Amanda Carter, Presiding Judge
Charlie Navejas, Permit Tech
Kristina Alvarez, Main Street Manager
Mathew Decker, Police Sergeant
Matthew Hicks, Police Lieutenant

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Stefanie Francohi, 210 MLK Dr., voiced her concern about the water main break at MLK and Brenham, expressing hope that her visit today would lead to the water being tested, as she believes it is not safe for the city to drink.

Mayor McShan closed the public comment.

PRESENTATION

1. Main Street Board Annual Report

Kristina Alvarez, Main Street Manager, introduced Krista Marx, President of the Main Street Board, who presented the 2024 annual report. The report highlighted several of Main Street's key accomplishments, including the opening of 7 new businesses, \$2.88 million in public and private investments, and over 725.5 volunteer hours. Krista also detailed the success of Hogeys, which raised more than \$61,000 in sponsorships, added 20 new vendor spaces (boosting total spaces by 111%), and logged over 500 volunteer hours. Additionally, she discussed the 30+ annual Main Street events, such as Sip, Shop & Stroll, and Music in the Park, as well as the various community partnerships with events like the Farmer's Market, National Night Out, and much more.

2. Municipal Court Youth Diversion Plan

Amanda Carter, Presiding Judge, informed the council about a new program called the Youth Deviation Program. The program aims to help young individuals avoid creating extensive juvenile records by redirecting their behavior and reducing future interactions with the law. Launched on January 1st, the program is available to youth ages 10-17 who qualify and have parental consent. Yadi Daque, Court Administrator, is serving as the juvenile case manager for the program.

CITY MANAGERS REPORT

1. Centerpoint Energy Update to Part B of Rate Schedule No. CRR

Mr. Perry made brief remarks, noting that CenterPoint has sent the official letter regarding the rates approved by the Texas Railroad Commission, which went into effect on November 27, 2024.

2. Direction to Staff to Set the Second Monthly Meetings for the City Council

Mr. Perry mentioned that the provided calendar is intended to help staff prepare agendas and establish a schedule, though it is subject to change based on direction given.

3. Library Advisory Board Quarterly Report

Mr. Perry stated that the council can review the report at their convenience and reach out directly if they have additional questions. Ms. Casnovsky expressed her appreciation for the library's extended hours.

4. Historic Review Board Quarterly Report

Mr. Perry stated that the council can review the report at their convenience and reach out directly if they have additional questions.

5. Planning and Zoning Commission Annual Summary for 2023 and 2024

Mr. Perry shared key highlights from the Planning and Zoning Commission, along with a one-page annual summary covering the years 2023 and 2024.

6. Discussion And Possible Direction To Staff Regarding The Minor Change To Usage of The Circle Brewing facility under a Planned Development District agreement with the City of Elgin.

Mr. Perry stated that there was a change in usage for the Circle Brewery Facility since EISD had purchased it. Temporarily it will be used for office space and EISD staff training. Though this item is not up for council action this was to keep the council informed about the purchased property. Mike Brooks with EISD was available to answer city council questions.

7. Discussion And Possible Direction To Staff Regarding The Memorandum Of Understanding Between The City Of Elgin And The Elgin Independent School District Stone Creek Ranch Planned Development District Dated March 15, 2022.

Mr. Perry explained that this development is located south of the Baptist church and is related to the Stone Creek Ranch planned development. At the time, the city council approved a PDD, and a portion of the land was sold to EISD. The school district has now returned to the city council to inform them that the land is being planned for use as a transportation center, in addition to its existing facility. A school district representative was present to answer questions.

Mr. Perry stated that the federal government was closing offices on January 9th in remembrance of Mr. Carter's passing. However, Bastrop County commissioners are keeping their offices open, and as a result, the City of Elgin will also remain open.

CONSENT AGENDA

1. Building Standard Commission Board Member Appointment

The appointment was approved on the consent agenda.

2. Library Advisory Board Member Appointment

The appointment was approved on the consent agenda.

3. City Appointment for CAPCOG General Assembly for Council Member Chuck Swain

The appointment was approved on the consent agenda.

4. City Council Regular Meeting Minutes - August 20, 2024

The minutes were approved on the consent agenda.

5. City Council Special Meeting Minutes - August 27, 2024

The minutes were approved on the consent agenda.

6. City Council Regular Meeting Minutes - September 3, 2024

The minutes were approved on the consent agenda.

7. City Council Regular Meeting Minutes - October 8, 2024

The minutes were approved on the consent agenda.

8. City Council Special Meeting Minutes - November 26, 2024

The minutes were approved on the consent agenda.

9. City Council Regular Meeting Minutes - December 3, 2024

The minutes were approved on the consent agenda.

10. City Council Special Meeting Minutes - December 10, 2024

The minutes were approved on the consent agenda.

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

NEW BUSINESS

1. City Appointments to the Elgin Chamber of Commerce Board

Mr. Perry stated that staff recommended appointing Kaley from EDC, as she has expressed her commitment to attending the meetings.

Ms. Love made a motion to appoint Kaley. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

2. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget

Mayor McShan stated that this item would be tabled until the next council meeting as some council members have not submitted their evaluations.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Mr. Perry stated that in the previous budget year, the city council allocated funds for the street resurfacing program. There was a delay due to the focus on Avenue B, which involved adding curbs, gutters, and additional parking to connect to Veterans Park. The designers put the project out to bid, and the bid came back well within budget, prompting staff to recommend approval.

Mayor Pro Tem Brashar made a motion to approve the resolution. Ms. love seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, DIVISION 6 SECTION 40-282, DIVISION 2, SECTION 40-171, AND DIVISION 9, SECTION 40-340 OF THE CITY OF ELGIN, TEXAS CODE OF ORDINANCES; MAKING CERTAIN AMENDMENTS REGARDING THE TIME SCHEDULE FOR ENFORCEMENT OF SCHOOL SPEED ZONES, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS,

Mr. Perry stated that EISD, due to school start times, wants to adjust the hours during which speed limits are enforced at certain locations. He clarified that this change does not affect the speed limits or the boundaries of the school zones but only alters the hours during which the speed limits are enforced.

Mr. Dennis made a motion to approve the ordinance. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTER

Mr. Perry stated that the previous contract required some adjustments. After further discussion, the revised contract is for one year, with the option to extend for an additional year if both parties agree, at a cost of \$52,000 to operate the visitor center. The contract has been approved by the chamber board and now needs to be executed by the city council.

Mr. Dennis made a motion to approve the resolution. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Perry stated that he brought this item back to the city council as he believed that this was something the city needed. He emphasized that this will not interfere with the ongoing search for a finance director. Discussion followed.

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

7. Bastrop County Advisory Board of Health Applications

Mr. Perry stated that the application was posted online for people to submit. While no action is required tonight, an appointment will need to be made at the next council meeting.

8. Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.

In response to the council's request, Mr. Schroeder, the city attorney, brought in Mr. Zech, an attorney with expertise in city charters for both large cities like San Antonio and El Paso, as well as smaller cities like ours. Mr. Zech gave a detailed presentation on the process and addressed questions from the city council.

Mr. Zech recommended that the city council select the individuals they wish to appoint to the committee at the next city council meeting.

9. Discussion and possible action regarding the Interim City Manager position

Mayor Pro Tem Brashar made a motion to authorize the Mayor to enter into a contract with Isaac Turner to serve as the interim city manager. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council retired into Executive Session at 7:06 p.m.

- 1. In accordance with Texas Government Code, Chapter 551, the Council will convene into executive session, pursuant to Section 551.072, Tex. Gov't Code (Real Property):** Discuss and consider the purchase of certain real property for the City of Elgin.

2. Pursuant to Texas Government Code Section 551.074 (Personnel Matters), the City Council will convene in Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, specifically related to the Interim City Manager position.

RECONVENE

The City Council reconvened at 7:59 p.m.

ANNOUNCEMENTS

Ms. Miller stated that Thursday will be Sip, Shop & Stroll and Elgin will be traveling to Bastrop on the third Monday for the MLK walk. Mayor McShan also stated that the Elgin Gospel Choir will have rehearsals on Sunday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 9:05 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Ordinance ordering and establishing procedures for the May 3, 2025 General Election for the City of Elgin.

BACKGROUND:

This is a routine item that calls the order of the election for the City of Elgin. The General Election will be held on May 3, 2025 for the selection of Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members to serve for terms of two (2) years each. Candidates may submit their applications to the City Secretary at City Hall from January 15, 2025 to February 14, 2025 from 8:00 A.M. to 5:00 P.M. All applications for candidacy shall be on a form prescribed by the Secretary of State and the Texas Election Code.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. May Election - English - ORD2025-02-04-XX
2. Election ORD2025-02-04-XX - Spanish
3. Bastrop County Order of Election
4. Bastrop County EA Contract for May 3, 2025 COE
5. Travis County Order of Election
6. Travis Joint Election Agreement for May 3 2025 Election

{ } 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.

ORDINANCE NO. 2025-02-04-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general election for Ward 1, Ward 2, Ward 3 and Ward 4; and

WHEREAS, the City Council has determined that May 3, 2025, is the appropriate date for holding the election of Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members; and

WHEREAS, the City of Elgin lies within the boundaries of Bastrop and Travis Counties; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election.

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

Election Date. An election shall be held on Saturday, May 3, 2025, between the hours of 7:00 A.M. and 7:00 P.M., in accordance with the attached Order of Election, which Order is labeled as Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for such Election Day voting, as delineated on Exhibit "A-1" and "A-2" attached to the Order of Election and incorporated herein by reference for all purposes. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for early voting in such election, as delineated on Exhibit "B-1" and "B-2" attached to the Order of Elections and incorporated herein by reference for all purposes.

Election Judges. The Bastrop County Elections Administrator and Travis County Elections Administrator are conducting such election for the City pursuant to the terms of an Elections Services Contract. The City Council hereby appoints, for the term of such elections, the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of elections clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Elgin, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Bastrop County Elections Administrator as the City of Elgin Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 22, 2025. A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us. For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Clerk – Elections Division
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Dates for Early Voting. Early voting shall commence on Monday, April 21, 2025, and continue through Tuesday, April 29, 2025, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places and temporary polling places designated by the Bastrop County

Elections Administrator and Travis County Administrator approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as delineated on Exhibit "B- 1" and "B-2" attached to the Order of Election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being Monday, April 21, 2025, and continue through Tuesday, April 29, 2025, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Bastrop County Elections Administrator and Travis County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator shall serve as the custodians of voted ballots, and the City Secretary of Elgin, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 15, 2025, and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 14, 2025. The deadline for a write-in candidate to declare candidacy is Tuesday, February 18, 2025.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 12, 2025, and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City as required by the Texas Election Code.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator and Travis County Elections Administrator are currently using election systems and software certified by the Texas Secretary of State. The Bastrop County Elections Administrator and Travis County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Elgin's Home Rule Charter.

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator and Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 3, 2025. The official canvass, tabulation, and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this ordinance are severable; and in case any one or more of the provisions of this ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby. By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed.

READ, PASSED and ADOPTED on first reading on this 4th day of February 2025.

THERESA Y. MCSHAN
Mayor, City of Elgin, Texas

Attest:

PEYTON STANDIFER
City Secretary

EXHIBIT “A-1”

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Paige Community Center, 107 S. Main St., Paige
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 704 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT “A-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Travis County had not determined the Election Day precincts and polling places. As soon as this information is made available from Travis County, it will be attached as Exhibit “A-2” to this Election Order.

EXHIBIT “B-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 21, 2025 through Tuesday, April 29, 2025.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 704 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B-2”

EARLY VOTING LOCATIONS, DATES AND TIMES - TRAVIS COUNTY

*As of the date the Election Order was issued, Travis County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Travis County, it will be attached as Exhibit “B-2” to this Election Order.

ORDENANZA NO. 2025-02-04-XX

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, QUE CONVOCA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 3 DE MAYO, 2025 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD; PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; SUMINISTRAR LA VOTACIÓN ANTICIPADA Y VOTACIÓN EN EL DÍA DE ELECCIONES; DISPONER EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER MEDIDAS PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y DISPONER MEDIDAS PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad para los puestos de Alcalde, electo por la Ciudad en general, Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 3 de mayo, 2025 es fecha apropiada para llevar a cabo la elección para elegir los miembros del concejo municipal para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, le ciudad de Elgin se encuentra dentro de los límites del Condado de Bastrop y el Condado de Travis; y

POR CUANTO, el Consejo de la Ciudad desea motivar a todos los votantes registrados de la Ciudad para que voten en esta elección; Ahora, Por lo tanto.

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, CONDADO DE BASTROP Y TRAVIS, QUE:

Fecha de la Elección. Se llevará a cabo una elección el sábado 3 de mayo, 2025 durante las horas de 7:00 a.m. a 7:00 p.m. de acuerdo con la Orden de Elección adjunta, y que dicha orden lleva el encabezado de Adjunto “A”, agregado a la presente e incorporado a la presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los recintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis, para la votación durante el Día de Elecciones de acuerdo con los detalles en el Adjunto “A-1” y Adjunto “A-2” agregados a la Orden de Elección e incorporados a la presente por referencia para

todo propósito. Además, la Ciudad por lo presente designa los sitios de la votación anticipada y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis para la votación Anticipada en dicha elección de acuerdo con los detalles en el Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito.

Jueces Electorales. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la elección de la Ciudad de acuerdo con los términos del Contrato de Servicios Electorales. El Consejo de la Ciudad por lo presente nombra, para que actúen durante el plazo de dicha elección al juez (jueces) presidente(s) electorales y al juez (jueces) alternos electorales que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 2. SECRETARIOS ELECTORALES.

El juez presidente electoral por lo presente es autorizado para nombrar el número de secretarios electorales necesario para asistir en la administración apropiada de la elección y dichos secretarios electorales serán votantes calificados de la Ciudad de Elgin, Texas. Si la elección es llevada a cabo por el juez presidente electoral nombrado, entonces el juez alterno electoral será nombrado a uno de los puestos de secretario. El nombramiento de dichos secretarios incluirá una persona que domine el idioma español para el puesto de secretario quien dará asistencia oral en español a cualquier votante que desea tal asistencia en los sitios de votación el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

Secretario/a de la Votación Anticipada. El Consejo de la Ciudad por lo presente nombra a él/la Administrador/a Electoral del Condado de Bastrop para que actuase de Oficial Electoral de la Ciudad de Elgin y de Secretario/a de la Votación Anticipada. La dirección postal del/la Secretario/a de la Votación Anticipada a cuál se deberán enviar las solicitudes para boletas por correo y a cuál se devuelven las boletas con su voto, es la siguiente:

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator*)
804 Pecan Street
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 22 de abril, 2025. La solicitud para boleta por correo escaneada y llenada completamente y con firma original se puede someter electrónicamente a elections@co.bastrop.tx.us. Los votantes en el Condado de Travis deberán enviar solicitudes para boletas por correo a:

Secretario del Condado de Travis - División de Elecciones
(Travis County Clerk – Elections Division)
PO Box 149325
Austin, TX 78714-9325

Votantes del Condado de Travis pueden someter la solicitud para boleta por correo escaneada y llenada completamente y con firma original en formato electrónico a ebbm@traviscountytexas.gov.

Fechas de la Votación Anticipada. La Votación Anticipada principiará el lunes, 21 de abril, 2025 y continúa hasta el martes, 29 de abril, 2025 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos agregados.

Sitios de la Votación Anticipada. La votación Anticipada será llevada a cabo en persona en los sitios de votación Anticipada y en los sitios temporales de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Bastrop y por la Corte de Comisionados del Condado de Travis y de acuerdo con los detalles en el Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección.

Horario de la Votación Anticipada. Durante el periodo en cual la votación Anticipada se requiere o se permite por ley, que será del lunes, 21 de Abril, 2025 hasta el martes 29 de abril, 2025; las horas designadas para la Votación Anticipada en persona serán indicadas por escrito por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN ANTICIPADA.

Por la presente se instituye una Junta de Boletas de la Votación Anticipada para procesar los resultados de la votación anticipada, y la Ciudad por la presente nombra al juez presidente de la Junta de Boletas de la Votación Anticipada que sea el/la mismo/a que haya sido nombrado/a por el/la Administrador/a Electoral del Condado de Bastrop y por el/la Administrador/a Electoral del Condado de Travis. Dicho juez presidente nombrará a no menos de dos (2) otros miembros calificados que actúen en dicha Junta.

Sección 5. GUARDIÁN DE RÉCORDS ELECTORALES

De acuerdo con el Código Electoral de Texas y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actuarán de guardián de las boletas emitidas (votadas), y el/la Secretario/a de la Ciudad de Elgin, Texas será nombrado/a guardián de todos los demás récords electorales.

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 15 de enero, 2025

y la fecha límite para archivar la solicitud para ser apuntado en la boleta de esta elección es a las 5:00 p.m., el viernes, 14 de febrero, 2025.

La fecha límite para que un candidato por escrito declare su candidatura es el martes 18 de febrero de 2025

Sección 7. VOTANTES.

Todo residente, votante calificado de la Ciudad tendrá el derecho de votar en la elección.

Sección 8. AVISO.

Publicar. Aviso de esta elección, incluyendo una traducción al español de este, será dado por publicando la documentación adecuada en el tablón de anuncios utilizado para publicar avisos de las reuniones del Consejo de la Ciudad, y el mismo será publicado a no más tardar el sábado 12 de abril, 2025 y permanecerá publicado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español de este, será publicado una vez en un periódico de circulación general en la Ciudad, como requerido por el código electoral de Texas

Autorización para la Secretaria de la Ciudad. El/la Secretario/a de la Ciudad por lo presente es autorizado/a y se le encomienda que publique y fije los avisos requeridos en la manera y durante los periodos requeridos por ley.

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis podrán usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar a cabo la elección. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actualmente usan sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis además podrán utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 et seq., con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

En todo aspecto substantivo, la elección se llevará a cabo de acuerdo con provisiones aplicables del Código Electoral de Texas, de otros estatutos aplicables, y de la Carta de Autonomía de la Ciudad de Elgin.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 3 de mayo, 2025. El repaso oficial, la cuenta y declaración de los

resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEOS.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser inválida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta ordenanza será válido, y la aplicación de tal disposición inválida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serían afectadas por lo mismo. Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 4 de Febrero, 2025.

Certifico:

THERESA Y. MCSHAN
Alcalde, Ciudad de Elgin, Texas

PEYTON STANDIFER
Secretaria de la Ciudad

ADJUNTO “A-1”

PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE BASTROP PARA EL DÍA DE ELECCIONES

Suministro de agua Aqua, 415 Old Austin Hwy., Bastrop
Comunidad cristiana de River Valley, 1224 W. Hwy 71, Bastrop
Anexo del juzgado del condado de Bastrop, sala de conferencias del nivel inferior, 804 Pecan St.,
Centro comunitario de Bastrop Paige, 107 S. Main St., Paige
Centro comunitario del condado de Bastrop, 15 American Legion Dr., Bastrop
Centro de recreación de Smithville, 106 Royston St., Smithville
Centro Comunitario Rosanky, 135 Main St., Rosanky
Anexo Cedar Creek del condado de Bastrop, 5785 FM 535, Cedar Creek
Centro comunitario de Red Rock, 114 Red Rock Rd., Red Rock
Anexo comunitario del condado de North Bastrop, 704 Bull Run, Elgin
Iglesia Luterana Faith, 230 Waco St., McDade
Centro de Adoración Familiar, 2425 FM 1704, Elgin
ESD#2 del condado de Bastrop, estación 4, 1432 N. Hwy 95, Bastrop

ADJUNTO “A-2”

**PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE TRAVIS PARA EL DÍA DE
ELECCIONES**

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación para el día de elecciones. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto “A-2” a esta Orden de Elección.

ADJUNTO “B-1”

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA

Del CONDADO De BASTROP

Período de tiempo

Del lunes 21 de abril de 2025 al martes 29 de abril de 2025.

Ubicación principal

Anexo del juzgado del condado de Bastrop, sala de conferencias del nivel inferior, 804 Pecan St., Bastrop, Texas 78602.

Lunes	Martes	Miércoles	Jueves	Viernes
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Ubicaciones de sucursales

Centro de recreación de Smithville, 106 Royston St., Smithville

Anexo de la Oficina de Impuestos de Cedar Creek, 5785 FM 535, Anexo de la comunidad del condado de Cedar Creek North Bastrop, 704 Bull Run, Elgin

Lunes	Martes	Miércoles	Jueves	Viernes
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Votar por correo

Kristin Miles, Administradora de Elecciones del Condado de Bastrop, 804 Pecan Street, Bastrop, TX 78602

ADJUNTO “B-2”

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA del
CONDADO DE TRAVIS

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación anticipada. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto “B-2” a esta Orden de Elección.

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on 05 / 03 /2025 for the purpose of voting on:
(Por la presente se ordena celebrar una elección el 05 / 03 /2025 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

General Election to elect the following members in Bastrop County: Ward 1, Ward 2, Ward 3, and Ward 4.

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan Street, Bastrop Texas	8:00 A.M. to 5:00 P.M.;May 28-29 7:00AM to 7:00 P.M.

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)
Smithville Rec Center, 106 Royston St., Smithville, TX	8:00 A.M. to 5:00 P.M.;April 28-29 7:00AM to 7:00 P.M.
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek, TX	8:00 A.M. to 5:00 P.M.;April 28-29 7:00AM to 7:00 P.M.
North Bastrop County Community Annex, 704 Bull Run, Elgin, TX	8:00 A.M. to 5:00 P.M.;April 28-29 7:00AM to 7:00 P.M.

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Kristin Miles, Bastrop County Elections Administrator
Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

804 Pecan Street
Address (Dirección)

Bastrop 78602
City (Ciudad) Zip Code (Código Postal)

512-581-7160
Telephone Number (Número de teléfono)

elections@co.bastrop.tx.us.
Email Address (Dirección de Correo Electrónico)

https://www.bastropvotes.org/
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 22 / 2025
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 14 / 2025
(date)(fecha)

Issued this 4th day of February, 20 25
(day) (month) (year)

(Emitida este día 4 de Febrero, 20 25.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF ELGIN
FOR THE MAY 3, 2025 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 3, 2025 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 21, 2025.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

G. Early Voting. In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 3, 2025.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. Polling Locations. The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 19, 2025 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

F. *Jurisdictional Boundaries.* The CITY is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the May 3, 2025 election. The CITY shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the CITY shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 3, 2025 from the

Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred and Billing.* The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. *Payment.* The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the

undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. *Expense Item Larger than \$500.* If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. *Estimated Cost of Services.* A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. *Administrative Fee.* The CITY shall pay the Contracting Officer an administrative fee that is ten percent(10%) of this Contract, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.* In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed; or
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed;

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 3, 2025. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 3, 2025 Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

Peyton Standifer
City Secretary
City of Elgin
310 N Main Street/PO Box 591
Elgin, TX 78621
Tel: (512) 229-3222
Fax: (512) 285.3016
Email: peyton.standifer@elgintexas.gov

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. *Recount.* A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. *Runoff Elections.* The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 3, 2025 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 7, 2025, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

H. *Amendment/Modification.* Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be

granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

I. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

J. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

K. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2025 .

City Manager
City of Elgin
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2025.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2025.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 21, 2025 through Tuesday, April 29, 2025.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 704 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm
28 7:00 am – 7:00 pm	29 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “A-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Tuesday, May 27, 2025 through Tuesday, June 3, 2025.

Main Location:

North Bastrop County Community Annex, 704 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
26 HOLIDAY NO VOTING	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm	30 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Paige Community Center, 107 S. Main St., Paige
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 704 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT “B-1”

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

North Bastrop County Community Annex, 704 Bull Run, Elgin

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT "C"
ESTIMATED COST OF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 3,685.80
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 3,885.80
10% ADMINISTRATIVE FEE	<u>\$ 388.58</u>
TOTAL	<u><u>\$ 4,274.38</u></u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
 Election Kits & other precinct supplies	 \$ 200.00
 SUBTOTAL	 \$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
 TOTAL	 <u><u>\$ 22,770.94</u></u>

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on 05 / 03 /2025 for the purpose of voting on:
(date)
(Por la presente se ordena celebrar una elección el 05 / 03 /2025 con el propósito de votar sobre.)
(fecha)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

General Election to elect the following members in Travis County: Ward 2, and Ward 3.

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)Hours (horas)

Travis County Clerk's Office; 5501 Airport Blvd, Austin TX 78751	7:00A.M. to 7:00P.M.
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Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)Hours (horas)

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)Hours (horas)

Travis County Clerk's Office; 5501 Airport Blvd, Austin TX 78751	Sat. April 26 7:00A.M. to 7:00P.M.; Sun. April 27 12:00P.M. to 6:00P.M.
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Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)Hours (horas)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Travis County Early Voting Clerk
Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

P.O. Box 149325
Address (Dirección)

Austin 78714-9325
City (Ciudad) Zip Code (Código Postal)

512-238-8683
Telephone Number (Número de teléfono)

ebbm@traviscountytexas.gov
Email Address (Dirección de Correo Electrónico)

https://votetravis.gov/
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 22 / 2025
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 14 / 2025
(date)(fecha)

Issued this 4th day of February, 20 25
(day) (month) (year)

(Emitida este día 4 de Febrero, 20 25.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

JOINT ELECTION AGREEMENT FOR MAY 3, 2025 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 3, 2025. Each Participating Entity requires elections to be held on May 3, 2025 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 3, 2025 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 3, 2025 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the

Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado
County Clerk

Date: _____

Joint election agreement for May 3, 2025 elections



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion and consideration of an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46.3, revised code of ordinances City of Elgin, Texas, 2023 to rezone from C-3 Highway Commercial District to I General Industrial District portions of Lot 2 and Lot 3 of the Corlin Subdivision located at 618 North State Highway 95.

BACKGROUND:

The property owner wishes to expand the General Industrial District zoning on Lot 3 of the Corlin Subdivision which was granted by Council in February 2016 (Ordinance 2016-02-02-03) as well as rezone portions of Lot 2 from C-3 Highway Commercial District to I General Industrial District so that he can expand his operations and construct a new 5,400 square foot warehouse on Lot 2. Per [Sec. 46-439](#) the General Industrial District is intended primarily for the conduct of manufacturing, assembling and fabrication; those uses are not allowed in any of the commercial zoning districts and that is the reason the zoning change is being sought. Mr. Harkins would like to keep portions of the lots zoned C-3 so the request is to expand the portion on Lot 3 and rezone a portion of Lot 2 (blue shaded area on Rezoning Exhibit).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on January 27, 2025 and unanimously voted to recommended approval of the proposed zoning change.

ATTACHMENTS:

1. Proposed Ordinance
2. 202400093 Vicinity Map

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

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

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

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

ORDINANCE NO. 2025-02-04-

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "I" GENERAL INDUSTRIAL DISTRICT A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15336 (CORLIN SUBDIVISION, LOT 3, ACRES 2.4620) AND A PORTION OF LAND LOCATED ON A PARCEL KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 87879 (CORLIN SUBDIVISION, LOT 2, ACRES 2.0000) LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 95 AND NORTH OF MOGONYE LANE, BEING MORE DESCRIBED IN EXHIBIT "A", AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "C-3" Highway Commercial District to "I" General Industrial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on January 27, 2025, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is "I" General Industrial District; and

WHEREAS, on the 4th day of February, 2025, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part

hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City's Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from "C-3" Highway Commercial District to "I" General Industrial District.

III.

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

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

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

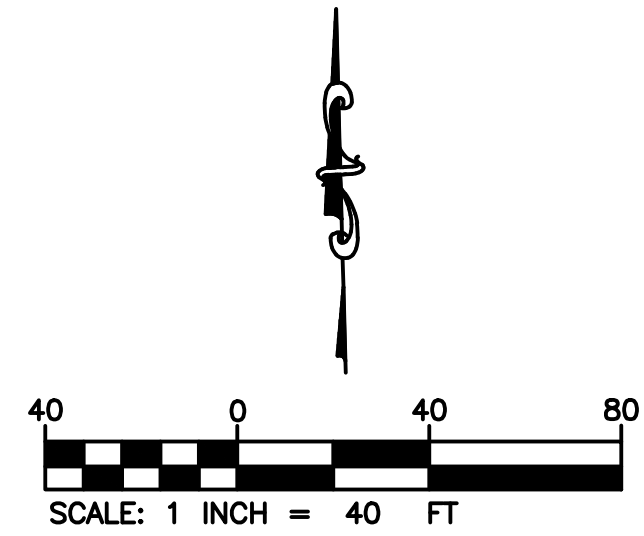
READ, PASSED, and ADOPTED on first reading this the 4th day of February, 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

EXHIBIT "A"



LEGEND

EXISTING INDUSTRIAL ZONING

PROPOSED INDUSTRIAL ZONING

EXISTING C-3 ZONING



REVISIONS			DATE
REVISION	DESCRIPTION		
1	1ST SUBMITTAL TO CLIENT		OCT 14, 24

REZONING EXHIBIT

HARKINS COMPANY
618 STATE HIGHWAY 95
ELGIN, TX 78621

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW,
MARK-UP, AND/OR DRAFTING
UNDER THE AUTHORITY OF
MAHMOUD SAM DEHAYBI, P.E.
#135725
ON DECEMBER 9 2024.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

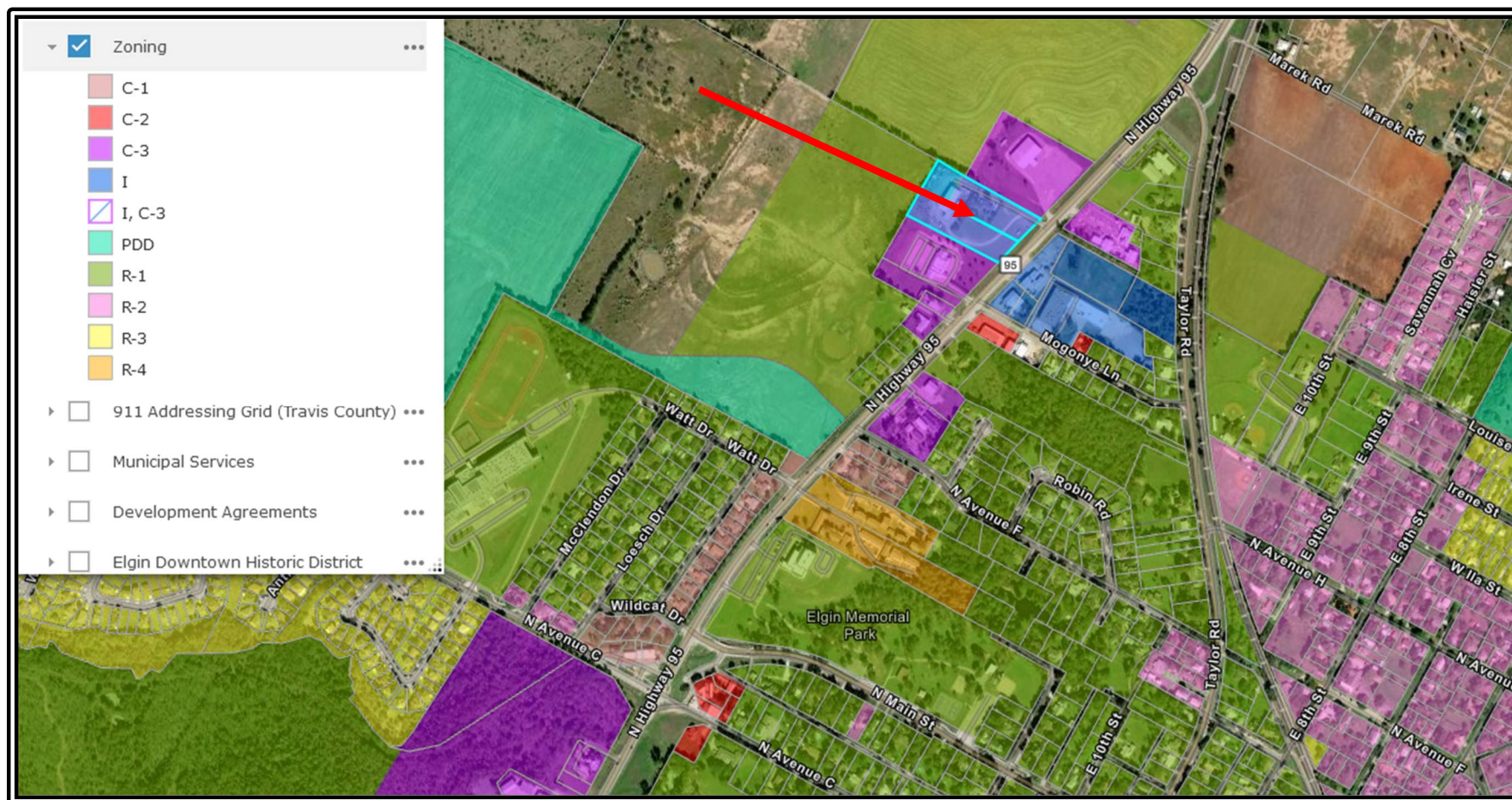
DESIGN SS	DRAWN SS	CHKD MSD
JOB No. 2024085		
SHEET		
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Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Vicinity Map





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 84627 (ELGIN BUSINESS PARK, LOT 2, ACRES 0.9960) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion and consideration of an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46.3, revised code of ordinances City of Elgin, Texas to rezone from I General Industrial District to C-2 General Commercial District Bastrop County Parcel Number 84627 (Lot 2 of the Elgin Business Park Subdivision) located on the corner of Swenson Boulevard and Dildy Drive.

BACKGROUND:

See Staff Report

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on January 27, 2025 and unanimously voted to recommend approval of the requested zoning change.

ATTACHMENTS:

1. Proposed Ordinance
2. 202400092 Vicinity Map
3. 202400092 Council Staff 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.

ORDINANCE NO. 2025-02-04-_____

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 0.9960 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 84627 (ELGIN BUSINESS PARK, LOT 2) LOCATED ON THE CORNER OF SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit “A” attached hereto and incorporated herein, from I General Industrial District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its input, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on January 27, 2025, and

WHEREAS, the Planning and Zoning Commission has offered their input on the proposed change to the Official Zoning Map, and

WHEREAS, on February 4, 2025, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council determines that the zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit “A” is classified as C-2 General Commercial District.

II.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 4th day of February 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

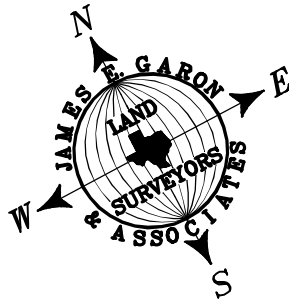
ATTEST:

PEYTON STANDIFER, City Secretary

EXHIBIT "A"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	49.94'	78.81'	70.89'	S 73°51'05" W

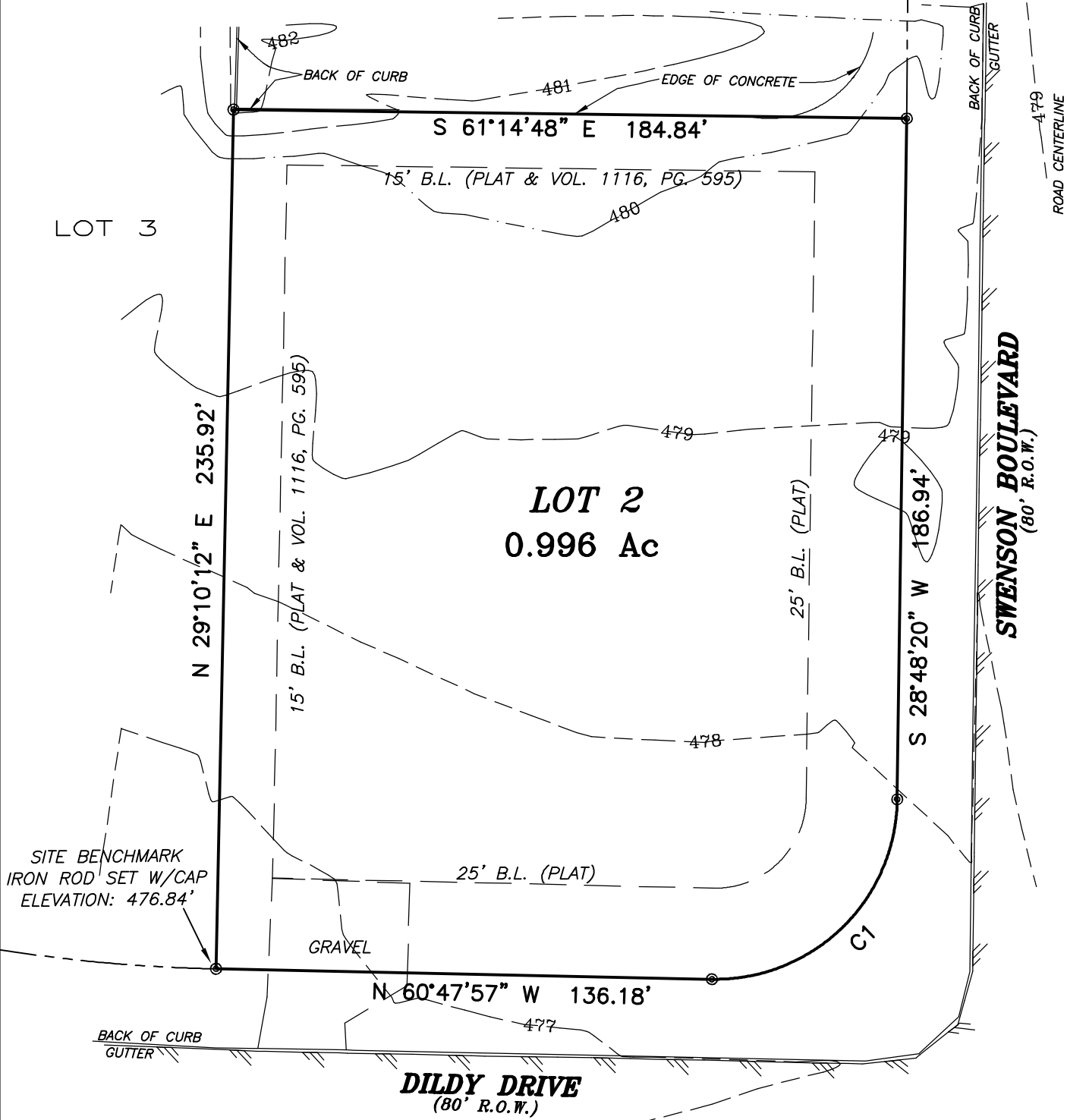


SCALE: 1"= 40'

BEARINGS SHOWN ARE GRID NORTH BASED ON GPS OBSERVATIONS FOR TEXAS STATE PLANE COORDINATE SYSTEM "CENTRAL ZONE" NAD83.

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP
- STAMPED J.E. GARON RPLS 4303
- 1/2" PIPE FOUND (UNLESS NOTED)
- IRON ROD W/CAP FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE
- (R.C.) RESTRICTIVE COVENANTS



SCHEDULE B ITEMS:

10(h) SUBJECT TO 25' BUILDING LINE(S) ADJACENT TO ANY ROAD, PLAT CABINET NO. 3, PG. 188-A & PLAT CABINET NO. 4, PG. 20-A, P.R.B.C.T.
10(i) NOT SUBJECT TO 35' BUILDING LINE(S) ALONG ANY STREET, AS RECORDED IN VOL. 1116, PG. 595, O.P.R.B.C.T.; WAS CHANGED TO 25' BUILDING LINE(S), AS RECORDED IN VOL. 1130, PG. 169, O.R.B.C.T.
10(j) SUBJECT TO 15' BUILDING LINE(S), AS RECORDED IN VOL. 1098, PG. 8 & VOL. 1116, PG. 595, O.R.B.C.T.
10(k) NOT SUBJECT TO 25' BUILDING LINE(S), AS RECORDED IN VOL. 1098, PG. 8 & VOL. 1116, PG. 595, O.R.B.C.T.

TO THE OWNERS, LIENHOLDERS AND INDEPENDENCE TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0075E EFFECTIVE JANUARY 19, 2006.

DECEMBER 10, 2024



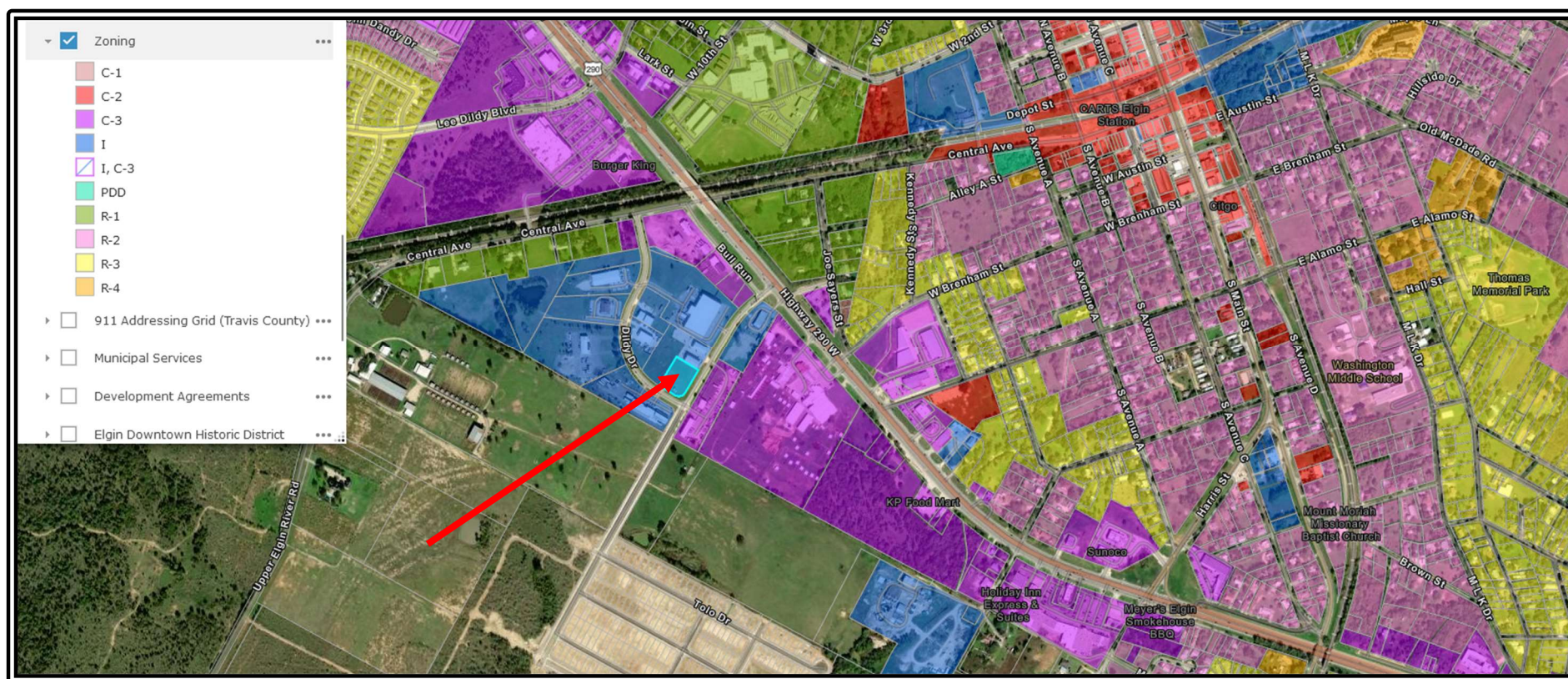
JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

REFERENCE: TRUENORTHBUILDERS LLC & ASSIGNEE G.F. NO.: 2441898-ELG
ADDRESS: DILDY DRIVE & SWENSON BLVD, ELGIN TEXAS
LEGAL DESCRIPTION: LOT 2, ELGIN BUSINESS PARK, PLAT CABINET NO. 3, PAGE 188-A & PLAT CABINET NO. 4, PAGE 20-A, PLAT RECORDS OF BASTROP COUNTY TEXAS
FIELD BOOK: B-742/10
FILE: S:\Counties\Bastrop\City of Elgin\Elgin Bussiness Park\81124.dwg



James E. Garon

Vicinity Map





Development Services Department

STAFF REPORT

Rezoning from "I" General Industrial District to "C-2" General Commercial District

Project #202400092

Date: January 21, 2025

Applicant: Joshua A. Baran

Hearing Date: Planning and Zoning Commission: January 27, 2025
City Council: February 4, 2025

Location: Bastrop County Appraisal District Parcel number 84627, located at the corner of Dildy Drive and Swenson Boulevard in the Elgin Business Park.

APPLICATION SUMMARY

Recommendation by the Planning and Zoning Commission and consideration of the City Council of a rezoning of approximately 1 acre of land (a change to the official zoning map). The proposal is to change the zoning on the undeveloped lot from I – General Industrial District to C-2 – General Commercial District.

DEPARTMENT COMMENTS

The current zoning on the undeveloped lot which is located in the Elgin Business Park is I General Industrial District. Per [Sec. 46-439](#) the General Industrial District is intended primarily for the conduct of manufacturing, assembling and fabrication; the applicant wishes to develop the lot and construct an automobile fueling station and convenience store with attached restaurant and associated parking lot and fuel pumps and canopy in that location which requires a zoning of C-2 and that is the reason the zoning change is being sought.

The Elgin Business Park was zoned I General Industrial District twenty-five years ago via Ordinance No. 99-04-27-07 with the intention of creating an Industrial Park. The current industrial uses include furniture manufacturing (One Point Solutions), fabrication (All States Casters), food products processing and packing (Teddy V. Patisserie) and Public Utility service yard (City of Elgin Public Works and Utility Departments and Bastrop County Road and Bridge Warehouse). Over the years, a number of non-industrial uses have been allowed such as city and county business offices, shared office space, hardware store, feed store, trailer rental, and automobile service which are all either C-1 or C-2 uses.

When seeking a rezoning, the Commission/Council should consider the uses that could occur on the land by rezoning to another zoning category. Below is a comparison between the allowed uses and area requirements of the General Industrial and C-2 General Commercial Zoning Districts. The uses in **red text** would no longer be allowed should the zoning change to C-2 be granted. The uses in C-1 are also allowed in the C-2 zoning district.

Industrial Zoning District	C-1 Neighborhood Shopping District	C-2 General Commercial District
Bottling works	Antique shop	Any use permitted in C-1
Book bindery	Appliance shop	Amusement enterprises
Candy manufacturing	Arts school, gallery or museum	Advertising signs or structures
Engraving plant	Artist's materials, supply studio	Ambulance service, office or garage
Electrical equipment assembly	Automobile parking lot	Automobile retail gasoline service station

Electronic equipment assembly and manufacture	Baby shop	Bakery
Food products processing and packing	Bakery goods store	Bathhouse
Furniture Manufacturing	Bank	Boat sales
Instrument and meter manufacturing	Barbershop	Billiard hall
Jewelry and watch manufacturing	Beauty shop	Bus terminal
Laundry and cleaning establishment	Book or stationary store	Cleaning plant, commercial laundry or dry cleaning
Leather goods fabrication	Camera shop	Clothing or apparel store
Optical goods manufacturing	Candy store	Commercial school or hall
Paper products manufacturing wholesale or warehousing enterprise	Catering establishment	Café
Building material sales yard and lumberyard, including the sale of rock, sand, gravel and the like as an incidental part of the main business	Cleaning, pressing, laundry collection agency	Department store
Contractor's equipment storage yard or plant, or rental equipment commonly used by contractors	Curio or gift shop	Hotel
Freighting or trucking yard or terminal	Drug store or fountain	Feed and fuel store
Oil field equipment storage yard	Dry goods store	Frozen food locker
Public utility service yard or electrical receiving yard; provided, however, that all yard operations shall be so screened by ornamental walls, fences or evergreen planting that it cannot be seen by a person standing at ground level at any place immediately adjacent to the lot on which the use is located; provided, however, that screening shall not be required in excess of seven feet in height.	Dairy products or ice cream store	Furniture repair and upholstery
The following uses when conducted within a completely enclosed building:		
(1) The manufacture, compounding, processing, packaging or treatment of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries and food products;	Delicatessen	Funeral parlor or mortuary
(2) The manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: Bond, cellophane, canvas, cloth, cork feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stone, shell, textiles, tobacco, wood, yarn and paint not employing a boiling process;	Dress Shop	Golf course, miniature or practice range
(3) The manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay and kilns fired only by electricity or gas;	Florist shop, greenhouse, nursery	Heating, ventilating or plumbing supplies, sales and service
(4) The manufacture and maintenance of electric and neon signs, commercial advertising structure, light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves and the like;	Furniture store	Interior decorating store
(5) Manufacture of musical instruments, toys, novelties and rubber and metal stamps;	Grocery store or supermarket	Ice Storage locker plant, or storage house for food
(6) Automobile assembling, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing and overhauling, tire retreading or recapping and battery manufacturing;	Hardware store	Key shop
(7) Machine shop;	Jewelry or notion store	Laboratories, testing and experimental
(8) Foundry casting lightweight nonferrous metal not causing noxious fumes or odors;	Lodge hall	Laundry
(9) Assembly of electrical appliances,	Meat market	Leather goods shop

electronic instruments and devices, radios and phonographs, including the manufacturing of small parts only, such as coils, condensers, transformers, crystal holders and the like;		
(10) Buildings, structures and uses accessory and customarily incidental to any of the uses in this subsection.	Medical facility	Museums
(c) The uses permitted under this section shall be conducted in such a manner that no noxious odor, fumes or dust will be emitted beyond the property line of the lot on which the use is located.	Messenger or telegraph service	Novelty club
	Musical instrument sales	Novelty shop
	Newspaper or magazine sales	Nursery or garden supply store
	Office business	Outdoor advertising signs
	Optometrists sales and service	Pawn shop
	Photographer studio	Pet shop
	Pharmacy	Printing plant
	Radio and television sales and service	Recreation center
	Restaurant	Research laboratories
	Self-service laundry or dry cleaning	Restaurant
	Sewing machine sales, instruction	Sign painting shop
	Sporting goods sales	Hospital for small animals
	Shoe repair shop	Sporting goods store
	Tailor shop	Stocks and bonds broker
	Toy store	Storage warehouse
	Variety store	Sale of beer for off-premises consumption
		Theater
		Toy store
		Travel store
		Travel trailer park
		Used automobile sales
		Wholesale distributing center
	Accessory buildings and uses customarily incidental to the uses set forth in this section.	Buildings, structures, and uses accessory and customarily incidental to any of the uses set forth in this subsection (a), provided that there shall be no manufacture, processing, or compounding of products other than such as are customarily incidental and essential to retail establishments.
		Any other store or shop for retail trade or for rendering personal, professional or business service which does not produce more noise, odor, dust, vibration or traffic than those listed in this subsection (a).
		No article or material stored or offered for sale in connection with uses permitted under this section shall be stored or displayed outside of a building unless it is so screened by permanent ornamental walls, fences or planting that it cannot be seen from adjoining streets or lots when viewed by a person standing on ground level; provided, however, that no screening in excess of seven feet in height shall be required.
(d) A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use.	A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses previously listed shall be displayed or stored outside of a building.	A building used for any of the previously listed uses may not have more than 40 percent of its floor area devoted to purposes incidental to the primary use.

Below is a list of zoning standards for each zoning category, changes are highlighted in yellow between zoning categories:

	I General Industrial District	C-2 General Commercial District
Maximum Building size	None	None
Height	90 feet	50 feet
Front Setback	No minimum or maximum	Same as Multiple Family Residential District (25 feet)
Side Setback	25 feet if adjoining a dwelling district	10 feet
Rear Setback	30 feet minimum	Same as side yard

The Elgin Business Park is managed by the Elgin Economic Development Corporation (EDC) and they have reviewed the proposed development plan and zoning change request and are in favor of granting the zoning change. Staff has no issues with the requested zoning change.

As required, a public hearing notice was published in the January 8, 2025, edition of the Elgin Courier. A sign was placed on the property and a total of six letters (attachment #5) were sent to property owners within 200' of the lot.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion to take possible action regarding search process for city manager.

DEPARTMENT: Executive

PROPOSED ACTION: Discussion for possible action regarding search processes for city manager.

BACKGROUND:

Issac Turner is the interim city manager.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Discuss possible action.

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: Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:

The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of \$50,000 for this purpose in the FY24-25 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more than that amount. To that end, the Council created an ad hoc committee including the Mayor and Council Members who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year. This item was tabled from a previous council meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget.

ATTACHMENTS:

1. Non-Profit Scores Final

- { } 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.

Non-Profit Organization			Address	Contact	How much is requested?	Mayor McShan	Al Rodriguez	Arthur Gibson	Matthew Callahan	Overall Score	Mayor McShan	Al Rodriguez	Arthur Gibson	Matthew Callahan	Average of Funding	Have they received money in the past?	If yes, how much?	Number of Elgin residents served
1	Advocacy Outreach	200 Depot Street, Elgin, Texas P.O. Box 736	Damian Clark; Phone: (512)281-4180; email: damian@advocacyoutreach.org	\$ 10,000.00	42	44	18	18	122	\$ 4,500.00	\$ 4,500.00	\$ 3,700.00	\$ 4,500.00	\$ 4,300.00	Yes	\$ 4,500.00	653	
2	Bastrop County Women's Shelter	Bastrop, Texas 78602	Cathy Henzen; Phone: (512)321-7760; email: cathyh@familycrisiscenter.us	\$ 2,000.00	42	40	36	36	154	\$ 1,875.00	\$ 2,000.00	\$ 1,500.00	\$ 1,875.00	\$ 1,812.50	Yes	\$ 1,875.00	47	
3	Children's Advocacy Center	59 Texas 150 Loop, Bastrop, Texas	Cynthia Eck; phone:(512)321-6161; email: cynthia.eck@cacbastrop.org	\$ 10,000.00	45	41	21	21	128	\$ 3,250.00	\$ 3,500.00	?	\$ 3,250.00	\$ 3,333.33	Yes	\$ 3,250.00	125	
4	Court Appointed Special Advocates (CASA)	507 Water Street, Bastrop, Texas	Kristi Bauer; phone:(512)303-2272; email: kristi.bauer@casabfl.org	\$ 3,500.00	36	35	27	27	125	\$ 1,800.00	\$ 1,500.00	?	\$ 1,800.00	\$ 1,700.00	Yes	\$ 1,750.00	35	
5	Down Home Ranch	20250 FM 619, Elgin, Texas	Diana Daw; phone: (512)856-0128; email: diana.daw@downhomeranch.org	\$ 12,100.00	35	36	15	9	95	\$ 2,100.00	\$ 3,000.00	?	\$ 1,800.00	\$ 2,300.00	No	N/A	350	
6	Drive a Senior, Central Texas	618 North Highway 95, Elgin, Texas	Octavio Hinojosa; phone: (512)470-9982; email: ohinojosa@chariot.org	\$ 10,000.00	36	33	36	36	141	\$ 3,000.00	\$ 2,500.00	\$ 2,000.00	\$ 3,000.00	\$ 2,625.00	Yes	\$ 3,750.00	105	
7	Elgin Alley Cats	100 North Avenue B, Elgin, Texas	Deborah White; phone: (512)343-8389; email: deborah.wright@phoenixtranslations.com	\$ 12,000.00	33	33	18	18	102	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	Yes	\$ 3,000.00	65	
8	Elgin Arts Association	P.O. Box 14, Elgin, Texas	Krista Lee Marx; phone: (512)632-2342; email: elginartsassoc@yahoo.com	\$ 4,000.00	36	39	11	11	97	\$ 2,800.00	\$ 2,500.00	\$ 1,000.00	\$ 2,800.00	\$ 2,275.00	Yes	\$ 3,125.00	500+	
9	Elgin Cares Organization	P.O. Box 711, Elgin, Texas	Marilyn Jones; phone: (737)666-0192; email: marilynjones00614@gmail.com	\$ 19,245.00	44	37	44	44	169	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 10,000.00	\$ 11,250.00	Yes	\$ 9,400.00	14137	
10	Elgin Community Cupboard	303 North Avenue C, Elgin, Texas	John C. Smith; phone: (512)797-0796; email: jsmith639@austin.rr.com	\$ 15,000.00	45	36	40	40	161	\$ 11,100.00	\$ 10,000.00	\$ 15,000.00	\$ 11,100.00	\$ 11,800.00	Yes	\$ 11,100.00	2000	
11	Elgin Juneteenth Organization	P.O. Box 763, Elgin, Texas	Taneaia Cruz; phone:(512)961-9059; email: elginjuneteenth@gmail.com	\$ 5,000.00	33	37	27	21	118	\$ 1,500.00	\$ 2,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,625.00	Yes	\$ 2,500.00	500+	
12	Elgin Oral History Project	P.O. Box 625, Elgin, Texas	Deborah Cartwright; phone:(512)789-8012; email: debbieinelgin@gmail.com	\$ 966.00	27	33	11	11	82	\$ 500.00	\$ 500.00	\$ 2,800.00	\$ 500.00	\$ 1,075.00	No	N/A	Entire Population	
13	Mary Christian Burleson Preservation and Development Foundation	P.O. Box 1343, Elgin, Texas	Jake Carter; phone: (512)785-1872; email: jake@mcb.info	\$ 3,500.00	34	27	25	25	111	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 750.00	Yes	\$ 4,125.00	City-Wide	
14	Elgin Historical Association	P.O. Box 1243, Elgin, Texas	Brenda Brinsfield; phone: (512)940-9362; email: bdeloris@gmail.com	\$ 19,478.00	27	27	15	15	84	\$ -	\$ 1,000.00	\$ 5,000.00	\$ -	\$ 1,500.00	No	N/A	All of Elgin	
											\$ 45,425.00	\$ 48,000.00	\$ 49,800.00	\$ 45,625.00				



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Charter Review Process Update

DEPARTMENT: Executive

PROPOSED ACTION: None.

BACKGROUND:

Mark will provide an update about the current Charter Review and will provide council with necessary documents.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

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: Council Members To Appoint Representatives for the Charter Review Committee

DEPARTMENT: Executive

PROPOSED ACTION: Appoint members to Charter Review Committee

BACKGROUND:

Each Council Member will appoint one citizen to serve on the Charter Review Committee

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

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: Direction to Staff Regarding the Police Pay Scale 2025

DEPARTMENT: Human Resources

PROPOSED ACTION: Authorizing the new police pay scale for commissioned non-exempt staff.

BACKGROUND:

The City's Pay Scale for commissioned staff is being updated to reflect the authorized 4% COLA effective in January 2025 ahead of (service) step increases to ensure commissioned staff will receive expected increase with anniversary as provided for in the current pay scale.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorizing the new police pay scale for commissioned non-exempt staff and directing staff to publish said commissioned pay scale.

ATTACHMENTS:

1. CoE Police Pay Scales.Approved 01-01-2025

{ } 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.



Law Enforcement Pay Scale

Hourly Commissioned Police Officers current pay rates are outlined in the chart below. Base pay rates for commissioned staff are calculated on an 84-hour pay period, and does not include overtime in annual salary calculations. This pay scale excludes the Chief of Police, and non-commissioned staff assigned within the police department.

This pay

	Sponsorship in Police Academy	L-1 Assignment & PPO (0-6 months)	Step 1 (6-12 months)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
CoE service years	Temp Employee	0-6 months	6-12 months	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11+
Cadet/PPO	\$23.03	\$25.33												
<i>Sponsored by EPD</i>		\$55,320.72												
Officer			27.66 60,418.18	28.47 62,173.02	29.29 63,968.27	30.14 65,817.38	31.01 67,721.96	31.91 69,683.68	32.83 71,704.25	33.78 73,770.07	34.77 75,932.23	35.78 78,140.25	36.82 80,414.51	37.89 82,757.00
Corporal					32.70 71,411.56	33.64 73,464.52	34.61 75,583.00	35.62 77,788.84	36.65 80,038.36	37.71 82,353.40	38.80 84,733.96	39.93 87,201.88	41.09 89,735.32	42.28 92,334.28
Sergeant						37.38 81,632.68	38.46 83,987.47	39.57 86,412.90	40.71 88,911.10	41.89 91,484.24	43.10 94,134.58	44.35 96,864.43	45.64 99,676.17	
Lieutenant							40.11 87,606.36	41.27 90,133.47	42.46 92,736.39	43.69 95,417.39	44.95 98,178.83	46.26 101,023.11	47.60 103,952.72	
Commander								42.85 93,580.03	44.08 96,279.45	45.36 99,059.86	46.67 101,923.68	48.02 104,873.41	49.41 107,911.64	

Annual step progression is awarded after the completion of a service year in the assigned rank/step and is calculated on the employee's anniversary date and based on the time from the most recent appointment in that rank. Step progressions may be delayed if eligibility requirements are not met and maintained. Any extended leave of absence may delay step increase and extend service date.

*Employees will receive step progression in the pay period following completion of a full service year in assigned rank/step if the following criteria are met:

- Employee is not actively under investigation for any policy violation; and
- Employee was not suspended for more than two (2) scheduled workdays during the previous 6 months.

Note: any delayed step increases as a result of discipline will not be made retroactive.

If an employee has **ever been disciplined for policy violations related to insubordination, dishonesty, neglect of duty or any subversive act that interfered with the good working order of the department, any future step progressions may be delayed indefinitely at the discretion of the Chief of Police.*

*Internal/External Lateral Transfers

The City of Elgin recognizes experience and allows police applicants to enter our pay plan based on continuous service for paid law enforcement for Patrol Officers. Lateral transfers must be approved by the Chief of Police and the HR Director. Prior sworn, full time paid law enforcement will be accepted and calculated for placement as:

Must have a minimum of two (2) consecutive years of full time paid service as a commissioned peace officer and completed required PPO status with prior agency.

less than 2 years = step 1

2-3 years prior service = step 2

4-5 years prior service = step 3

5-6 years prior service = step 4

7+ years prior service = step 5

Annual salary is calculated based on predetermined schedule rotating schedule of 12 hour shifts, 84 hours per pay period. Overtime is calculated after physically working 86 hours per pay period in accordance with the FLSA.

This approved pay scale will remain in effect indefinitely until a subsequent pay scale is presented to and approved by council.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Bastrop County Advisory Board of Health Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint one representative

BACKGROUND:

The City of Elgin must appoint one representative for the Bastrop County Board of Health.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Ratify the appointment of Mr. Roger Adams to the Bastrop County Advisory Board of Health

ATTACHMENTS:

1. Roger Adams-Brief Bio

{ } 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.



Roger Adams

Mr. Adams is currently, employed by the Centers for Medicare and Medicaid Services as a Division Director, in the office of Program Office of Program Operations and Local Engagement. In this role, Roger manages a multidisciplinary team responsible for the operation of advance payment models designed to improve patient health outcomes and reduce the overall cost of care.

He has 27 years of experience in the field of health and human services, working to help a myriad of populations in need of assistance. His areas of expertise are case management, program development, operational management, policy and procedure development, project management, performance management, contract management and oversight, fiscal management, data collection, and stakeholder engagement. During his career, Roger has held a variety of positions at the local and state levels.

At the local level, he was employed by the Capital Area Council of Governments, Area Agency on Aging, as a Lead Benefits Counselor and with TMF, Health Quality Institute as a Community Outreach Specialist. During his tenure in state government, Roger was employed by the Texas Workforce Commission as a Workforce Development Specialist, at the Texas Department of Aging and Disability Services as the Director of the Texas State Health Insurance Assistance and Advocacy Program (known as HICAP) and with the Texas Health and Human Services Commission as the Manager for Operations of the Texas Information and Referral Network (known as 2-1-1 Texas).



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

None

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

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