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

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. PRESENTATION

1. **PROCLAMATION DESIGNATING APRIL AS FAIR HOUSING MONTH (GRANT WORKS/SANDERS)**

VII. CITY MANAGERS REPORT

1. **Board of Adjustments Quarterly Report**

2. **Building Standards Commission Quarterly Report**

3. **Strategic Planning Session Schedule**

4. **Introduction of Stacey Ford Osborne, Acting Director of Community Affairs Department.**

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. **Parks & Rec Advisory Board Member Appointment**

2. **City Council Regular Meeting Minutes - February 18, 2025**

3. **City Council Special Meeting Minutes - February 24, 2025**

4. **DISCUSS, CONSIDER, AND ADOPT A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM FOR GLO STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)**

5. **A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN ADOPTING AND REAFFIRMING CIVIL RIGHTS PROCEDURES AND POLICIES PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)**

6. **RESOLUTION AMENDING AN ADMINISTRATIVE SERVICES CONTRACT WITH GRANTWORKS, INC., RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832. (GRANT WORKS/PERRY)**

7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PAY APPLICATION NO. 37 WITH CSA CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ/PERRY)**

8. **RESOLUTION AMENDING RESOLUTION 2024-01-09-10 TO REFLECT THE CORRECT DATE OF SELECTION AND CONTRACT EFFECTIVE DATE FOR TRC ENGINEERS, RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832 (GRANT WORKS/PERRY)**

9. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER No. 1 FOR THE FY2023-2024 ANNUAL**

STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

10. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LETTER OF ENGAGEMENT WITH DEL CARMEN CONSULTING LLC., TO PROVIDE ANALYSIS OF RACIAL PROFILING DATA AND OTHER SERVICES AS REQUIRED TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE SAID LETTER OF ENGAGEMENT. (NOBLE)**

IX. NEW BUSINESS

1. **Appointment of Two Representative on the Charter Review Committee**

2. **Charge to Charter Review Committee (Schroeder)**

3. **AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS BY AGREEMENT OR EMINENT DOMAIN (PERRY)**

X. ANNOUNCEMENTS

1. **Elgin Parks and Recreation Spring Break 2025**

XI. 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.**

XII. RECONVENE

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

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, February 28, 2025, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: PROCLAMATION DESIGNATING APRIL AS FAIR HOUSING MONTH (GRANT WORKS/SANDERS)

DEPARTMENT: Finance

PROPOSED ACTION: No action is necessary by the Council.

BACKGROUND:
National Fair Housing Month is observed in April to commemorate the passage of the Fair Housing Act of 1968. The Act prohibits discrimination in housing based on race, color, national origin, religion, sex, family status, and disability. The Fair Housing Act protects an individual's ability to rent or own property. This month is observed to raise awareness of fair housing rights and increase efforts to end housing discrimination.

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

RECOMMENDATION:
No action is necessary by the Council.

ATTACHMENTS:
1. Proclamation of April as Fair Housing Month.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.

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of City of Elgin, do proclaim April as Fair Housing Month in City of Elgin and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

PASSED AND ADOPTED this 4th day of March, 2025.

_____
THERESA Y. MCSHAN, MAYOR
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Board of Adjustments Quarterly Report

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary.

BACKGROUND:
The Board of Adjustments met in December and January.

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

RECOMMENDATION:
Review the quarterly report.

ATTACHMENTS:
1. BOA Quarterly Report Dec 24 - Feb 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

Board of Adjustments (BOA) Quarterly Report

Date: February 25, 2025

SUMMARY OF ACTIVITES FROM SEPTEMBER 2024 – NOVEMBER 2024 MEETINGS

December 2024

A. 304 China Cove (Project #202400077) Variance from Section 46-265 (1) reducing the minimum depth of the front yard to approximately three feet over the existing driveway and a variance from Section 46-265 (7) reducing the required separation from buildings to six inches over the existing driveway to allow the applicant to keep the newly installed 17' wide by 20' long metal carport. – BOA approved with the stipulation that no additional modification to the structure be permitted.

January 2025

A. 608 Old McDade Rd (Project #202400085) Variance from Section 46-265 (1) reducing the minimum depth of the front yard to approximately 15 feet in the southwest corner of the property to allow the applicant to keep the already constructed 20' X 25' metal carport and a variance from Section 46-265 (6) increasing the percentage of allowed impervious cover for accessory buildings to 24% to allow for a total of 2,200 square feet of already constructed accessory buildings. – BOA granted a variance reducing the minimum depth of the front yard to 23 feet (the applicant agreed to move the carport back 8 feet) and a variance increasing the percentage of allowed impervious cover to 24% with the condition that the existing structures not be enclosed by more than three walls.

B. 14000 County Line Road (Project #202400090) Variance from Section 46-637 (1) – in order to allow for the construction of a six-foot tall black vinyl coated chain link fence in lieu of an opaque ornamental fence, wall, or dense evergreen hedge along the north property line at Elgin High School. - BOA Approved.

February 2025

No activity this month.

PROPOSED ACTIVITES FROM DECEMBER 2024 – FEBRUARY 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as appeals, special exceptions, & zoning variances.

RECOMMENDED COUNCIL ACTION

None.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Building Standards Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No action is necessary.

BACKGROUND:
There was no Building Standards Commission activity for December, January, or February.

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

RECOMMENDATION:
Review the quarterly report

ATTACHMENTS:
1. BSC Quarterly Report 12-24 to 2-25

{} 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

Building Standards Commission (BSC) Quarterly Report

Date: February 25, 2025

SUMMARY OF ACTIVITES FROM DECEMBER 2024 – FEBRUARY 2025 MEETINGS

December 2024

No activity this month.

January 2025

No activity this month.

February 2025

No activity this month.

PROPOSED ACTIVITES FROM DECEMBER 2024 – FEBRUARY 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as hear and determine cases concerning alleged violations of ordinances, consider appeal of interpretation regarding Chapter 6 of our Code of Ordinances, consider variances from Chapter 6, consider appeals of interpretation regarding adopted International Fire Code, and consider variances from adopted International Fire Code.

RECOMMENDED COUNCIL ACTION

None.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Strategic Planning Session Schedule

DEPARTMENT: Executive

PROPOSED ACTION: Council will find a date that will allow the City Manager to schedule a Strategic Planning Session

BACKGROUND:
After consulting with each council member, there has not been a date that best fits everyone. The City Manager requests council's assistance in finding a date for the Strategic Planning Session.

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

RECOMMENDATION:
Select a date for the Strategic Planning Session

ATTACHMENTS:
1. Strategic Planning Session

{} 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.

Strategic Planning Session

POSSIBLE DATES

Mike Mowory from SGR has provided the below for available dates. Please mark all dates you are available to allow the Interim City Manager to schedule during a time the majority is able to attend.

These meetings would take place from 5:00PM to 9:00PM. Dinner and snacks will be provided. There would be two meetings.

Mayor McShan	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Sue Brashar	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Forest Dennis	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Chuck Swain	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Al Rodriguez	2/24 (M… 2/26 (W…							3/29
Matthew Callahan	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Joy Casnovsky	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
Arthur Gibson	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29
YaLecia Love	2/24 (Mon.) & 2/26 (Wed.)	(Wed.) 2/26 & (Thurs.) 2/27	(Wed.) 3/12 & (Thurs.) 3/13	(Mon.) 3/24 & (Tue.) 3/25	(Wed.) 3/26 & (Thurs.) 3/27	(Sat.) 3/8	(Sat.) 3/15	(Sat.) 3/29

Council Member Rodriguez has said he will try to be available when you schedule it.

These meetings would take place from 9:00AM to 4:00PM. Lunch and snacks will be provided. There would only be one meeting.

Indicates Available Date

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Introduction of Stacey Ford Osborne, Acting Director of Community Affairs Department.

DEPARTMENT: Executive

PROPOSED ACTION: No action necessary. Introduction only. The Interim City Manager has contracted with Ms. Osborne to provide communication/PIO/management services. An extension of the agreement may be requested in April.

BACKGROUND:
The City of Elgin has a vacant position of Community Services Director which will take approximately 4 to 6 months to fill with the assistance of Strategic Government Resources (SGR). Ms. Stacey Ford Osborne was interviewed by Amy Miller and I to determine if her skill set might be of assistance to the City during the interim vacancy period.

Ms. Osborne brings a wealth of experience working with local government in the areas of communications and tourism, economic development, communications, public information, and community development, serving the Texas cities of El Paso, La Porte, Willis, Blanco, and Taylor. She has also served as a US program manager for the International Youth Foundation for their LEAPS program in South Texas, and as a Business Integration Specialist for The Boeing Company's Supply Chain Operations Council. Ms. Osborne started her career at a busy advertising agency in El Paso, Texas, and went on to work in public radio and television, web design, continuing education, nonprofit management, and government relations. In addition to her duties with the City of Elgin, she also serves as the acting Communications Manager for Texas Health Benefits Pool and the Social Media Manager for the Texas City Management Association, where she also serves as the host and producer of the podcast, Perspectives on City Management. She has earned an MBA, a master's degree in Interdisciplinary Studies, and a bachelor's degree in International Relations. Ms. Osborne resides in New Braunfels with her husband Jamey.

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

RECOMMENDATION:
Receive the introduction.

ATTACHMENTS:

1. StaceyFordOsborne2025
2. Stacey Ford Osborne

{} 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.

STACEY FORD OSBORNE

New Braunfels, TX

Aligning your vision, amplifying your voice

Big-picture, systems thinker with experience developing, executing and guiding communications and public relations strategies for Fortune 500 Corporations, government agencies, and nonprofit organizations. Expertise is ensuring that ALL stakeholders are fully ***engaged*** with the organization's mission, ***aligned*** with its vision, and ***focused*** on the value provided.

VALUE ADDED

- **ENTERPRISE COMMUNICATIONS**: Engaged and aligned key stakeholders at the executive and enterprise levels of the Boeing Supply Chain Operations Council with messaging for critical elements of the Boeing Supply Chain, working collaboratively across the company's Commercial, Defense, and Global Services units.
- **STRATEGIC INITIATIVES:** Strengthened messaging, brand awareness, and stakeholder engagement among multiple audiences for Texas Health Benefits Pool (TXHB), developing a strong, effective communications department to help the organization realize its long-term goals and ensure alignment with its mission and vision.
- **PUBLIC AND GOVERNMENT AFFAIRS**: Protected the brand and reputation of the City of Taylor, its leaders, and elected officials, ensuring stakeholder alignment and engagement during natural disasters, major economic development announcements, and regular public information flow.
- **ADVOCACY**: Provided a voice for the mostly rural cities, counties, and economic development organizations between Houston and Dallas with the foundation and creation of the Central East Texas Alliance.
- **ECONOMIC DEVELOPMENT**: Negotiated a winning incentive package for a $1B industrial economic development project for the City of La Porte, ensuring increased revenue and opportunity for residents and business owners.

AREAS OF EXPERTISE

- **Brand Development**
- **Crisis Communications**
- **Cross-Functional Collaboration**
- **Enterprise Communications**
- **Economic Development**
- **Government Relations**
- **Media Relations**
- **Messaging Alignment**
- **Process Improvement**
- **Public Affairs**
- **Stakeholder Engagement**
- **Strategic Initiatives**

EXPERIENCE

The Boeing Company, Supply Chain Operations Council **2023 – 2025**

Business Integration Specialist (Technical Communications)

Aligned and engaged key stakeholders at the executive and enterprise levels across the enterprise with message regarding critical elements of the Boeing Supply Chain, working collaboratively across the company's Commercial, Defense, and Global Services units.

- Led the team tasked with identifying, monitoring, and mitigating supply chain risk, locally and internationally, in the areas of Foreign Ownership, Control, or Interest (FOCI) and Beneficial Ownership.
- Conducted a thorough gap analysis of the company's preparedness and developed a working plan for managing and mitigating ongoing FOCI risk.
- Working with the Supply Chain Readiness team, contributed to the development of an enterprise-wide guidance for Supply Chain Risk Management (SCRM).
- Worked with SME's across all business units to produce timely and articulate executive briefings on topics of interest for the Boeing supply chain.

Independent Consultancy **2013 – Present**

Communications Strategist/Consultant

Amplified the vision, mission, and voice of mission-driven clients in the public and private sectors.

Key Engagements

- Strengthened messaging, brand awareness, and stakeholder engagement among multiple audiences for **Texas Health Benefits Pool**, developing a strong communications department with a defined mission aligned with the organization's long-term vision.
- Protected the brand and reputation of the **City of Taylor**, its leaders, and elected officials, serving as contracted Communications Director, Public Information Officer, and Department Head. Ensured stakeholder alignment and engagement during natural disasters, major economic development announcements, and regular public information flow. Ensured that elected officials were briefed and prepared for public appearances and announcements.
- Served as a contracted Social Media Coordinator for the **Texas City Management Association (TCMA).** Maintained a consistent download rate in the top 25% of podcasts as the host and producer of Perspectives on City Management; increased social media following by more than 300%.
- Provided a voice for the mostly rural cities, counties, and economic development organizations between Houston and Dallas with the foundation and creation of the **Central East Texas Alliance**. Developed, facilitated, and hosted monthly networking events and quarterly informational seminars. Created membership and sponsorship programs to help further the organization's mission.

International Youth Foundation, US Operations, Baltimore, MD/South TX **2017 – 2019**

US Program Manager

- Helped young people succeed as Program Manager for the IYF LEAPS program, overseeing partnerships with key stakeholders and managing a local program coordinator.
- Facilitated regional discussions, working groups, and events targeted towards students and future leaders in key South Texas counties.
- Ensured that key deliverables were met by grant recipients and partners.

City of La Porte, La Porte, TX **2009 – 2012**

Economic Development Director

- Negotiated a winning incentive package for a $1B industrial economic development project for the City, ensuring increased revenue and opportunity for the City's residents and business owners.
- Established a marketing and social media presence for the City, representing the City on the Board of Directors for the Houston Bay Area CVB
- Strengthened relations with local business owners, serving as the City's Business Ombudsman.

ADDITIONAL EXPERIENCE

UTEP Professional and Continuing Education; EPCC Adult Literacy Department
Instructed adult learners; wrote the Technology portion of a textbook for adult learners.

El Paso Convention & Visitors Bureau
Enhanced the reputation for the City of El Paso with visitors, journalists, and local stakeholders.

Stanton Street Design
Produced websites, working collaboratively with creative, technical, and executive departments.

NPR Affiliate KTEP
Increased membership for the station; promoted the station in the community.

Laster Group Advertising Agency
Managed the print, broadcast, public relations, and reputation of up to 20 clients at a time.

El Paso NPR Affiliate KTEP and PBS Affiliate KCOS
Hosted the weekly radio program "State of the Arts" and live on-air fundraising events for both stations.

EDUCATION

Master of Business Administration (MBA)
Texas Lutheran University, Seguin, TX

Master of Arts (MA), Interdisciplinary Studies
University of Texas at El Paso, El Paso, TX

Bachelor of Arts (BA), International Relations
Brigham Young University, Provo, UT

713-456-9429
staceyfosborne@gmail.com
LinkedIn: staceyfosborne

AREAS OF EXPERTISE

- BRAND DEVELOPMENT
- COLLABORATION
- CRISIS COMMUNICATIONS
- ENTERPRISE COMMUNICATIONS
- EXECUTIVE COMMUNICATIONS
- GOVERNMENT RELATIONS
- MEDIA RELATIONS
- MESSAGING ALIGNMENT
- PUBLIC AFFAIRS
- PROCESS IMPROVEMENT
- STAKEHOLDER ENGAGEMENT
- STRATEGIC INITIATIVES

EDUCATION

Master of Business Administration (MBA)
Texas Lutheran University

Master of Arts (MA)
Interdisciplinary Studies
University of Texas at El Paso

Bachelor of Arts (BA)
International Relations
Brigham Young University

STACEY FORD OSBORNE

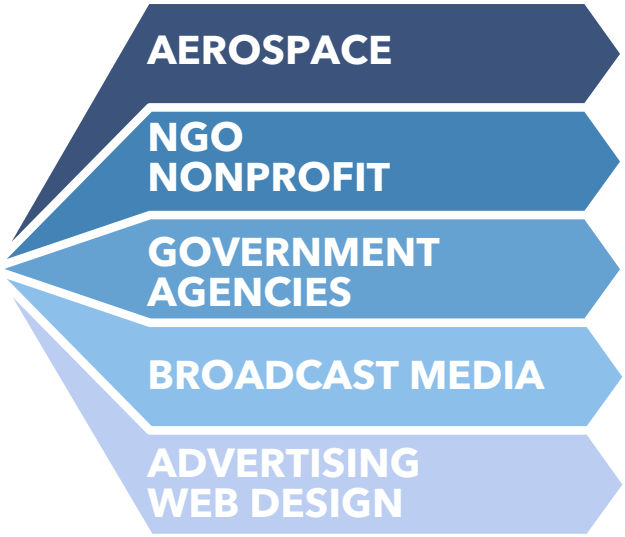
New Braunfels, TX

Aligning your vision, amplifying your voice

Big-picture, systems thinker with experience developing, executing and guiding communications and public relations strategies for Fortune 500 Corporations, government agencies, and nonprofit organizations. Expertise is ensuring that ALL stakeholders are fully **engaged** with the organization's mission, **aligned** with its vision, and **focused** on the value provided.

VALUE ADDED

INDUSTRY EXPERIENCE



SEEKING

Challenging executive leadership position in Corporate Communications, Business Strategy, Public Information, or Government Relations • Remote • Up to 50% travel

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Parks & Rec Advisory Board Member Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Lacy Hilliard to the Parks & Rec Advisory Board to fill a vacancy and serve a first term that will expire 09/30/2026.

BACKGROUND:
There is a vacancy on the Parks & Rec Advisory board that needs to be filled. Mayor McShan has approved the recommendation of Lacy Hillard to the Parks and Rec Advisory Board.

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

RECOMMENDATION:
Approve the appointment of Lacy Hilliard to the Parks & Rec Advisory Board.

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 Regular Meeting Minutes - February 18, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of minutes

BACKGROUND:
The Elgin City Council held a regular meeting on February 18, 2025.

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

RECOMMENDATION:
Approve the minutes as they are presented.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - February 18, 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
February 18, 2025
6:30 PM

CALL TO ORDER
Mayor Pro Tem Brashar called the meeting to order at 6:30 p.m.

ROLL CALL
Mayor Pro Tem Brashar called roll call. Council Member Al Rodriguez and Mayor McShan were absent. Council Member Dennis made a motion to excuse their absences. Council Member Callahan seconded the motion. All voted in favor. The motion carried.

Present:
Arthur Gibson III, Council Member Ward 1
Joy Casnovsky, Council Member Ward 1
YaLecia Love, Council Member Ward 2
Chuck Swain, Council Member Ward 2
Matthew Callahan, Council Member Ward 3
Al Rodriguez, Council Member Ward 3
Forest L. Dennis, Council Member Ward 4
Sue Brashar, Mayor Pro Tem Ward 4

Absent:
Theresa Y. McShan, Mayor
Al Rodriguez, Council Member Ward 3

Staff:
Isaac Turner, Interm City Manager
Peyton Standifer, City Secretary
Chris Noble, Chief of Police
Beau Perry, Development Services Director/ City Engineer
Mark Schroeder, City Attorney
Sonia Browder, Media Specialist
Michael Gonzalez, Public Works Director
Kristina Alverez, Main Street Manager
Pam Sanders, HR Director
Owen Rock, EDC Director
Esmeralda Rangel, Assistant City Secretary
Heather Fowler, Library Services Manager
Elizabeth Marzec, Recreation Program Manager
Amy Miller, Community Services Director
Jon Paul Fritz, Police Officer

Presenter:
Veronica Seever, Elgin Chamber of Commerce

Chief Noble provided a brief update on Mayor McShan's illness.

INVOCATION
Mayor Pro Tem Brashar provided the invocation.

PLEDGE OF ALLEGIANCE
Mayor Pro Tem Brashar led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States and the Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. **PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: BEING A 4.909 ACRE TRACT OF LAND, MORE OR LESS, LYING IN AND BEING SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS (BASTROP CO. APPRAISAL DISTRICT PARCEL NUMBER 99528), INCLUDING ADJACENT RIGHT-OF-WAY AND PORTION OF SWENSON BOULEVARD AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (PERRY)**
   Mayor Pro Tem Brashar read the public hearing caption at 6:33 P.M. No in attendance wished to speak on the item.

2. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: BEING A 23.914 ACRE TRACT OF LAND, MORE OR LESS, LYING IN AND BEING SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS (BASTROP CO. APPRAISAL DISTRICT PARCEL NUMBER 39675), AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (PERRY)**
   Mayor Pro Tem Brashar read the public hearing caption at 6:34 P.M. No in attendance wished to speak on the item.

3. **PUBLIC HEARING ON 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 TO "PDD", PLANNED DEVELOPMENT DISTRICT THE PROPERTIES KNOWN BY BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBERS 39675 AND 99528, TOTALING 28.823 ACRES, MORE OR LESS, OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59, IN BASTROP COUNTY, TEXAS, SAID TRACTS BEING MORE DESCRIBED IN EXHIBITS "A" AND "B"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (PERRY)**
   Mayor Pro Tem Brashar read the public hearing caption at 6:35 P.M. No in attendance wished to speak on the item.

PUBLIC COMMENT
Krista Lee Marx, Elgin Relay for Life, thanked the City Council for their support and the community's life. It has been ongoing in the City of Elgin for 20 years.

PRESENTATION

1. **Chamber of Commerce Annual Report to Council (Veronica Seever)**
   Veronica Seever, Elgin Chamber of Commerce, provided the annual update to the Elgin City Council on the events and progress made at the Chamber of Commerce.

CITY MANAGERS REPORT
Peyton Standifer, City Secretary, spoke to the Council about calling a special meeting to certify the two unopposed candidates and canceling the election for Wards 1 and 2.
Isaac Turner, Interim City Manager, asked the council to provide dates that they would be available for the Strategic Planning Session.

1. **Discussion of FY 26 Budget Calendar and Guidelines (Turner/Sanders)**
   Isaac Turner, Interim City Manager, and Pam Sander, Human Resources Director, spoke to the Council about a new budget calendar, which will present the budget a month earlier. Mr. Turner asked Council to provide any suggestions if they have them. Mrs. Sanders gave a brief overview of the new budget calendar. Mr. Turner and Mrs. Sanders answered questions from the Council.

CONSENT AGENDA

1. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER FOR MUSIC IN THE PARK EVERY FRIDAY IN APRIL AND MAY IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM MAIN STREET TO AVE A FROM 5:30PM to 10:00PM. (MILLER)**
   This was approved as part of the consent agenda.

2. **CONSIDER REQUEST TO CLOSE 200 BLOCK OF DEPOT STREET FOR MUSIC IN THE PARK EVERY FRIDAY IN APRIL AND MAY IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM 12:00PM to 10:00PM. (MILLER)**
   This was approved as part of the consent agenda.

3. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER REQUIREMENT FOR ELGIN MUSIC FESTIVAL THURSDAY, APRIL 10TH FROM 4:00PM TO 10:00PM AND SATURDAY, APRIL 12TH FROM 10:00 AM TO 10:00PM IN VETERANS MEMORIAL PARK AND ON DEPOT STREET. (MILLER)**
   This was approved as part of the consent agenda.

4. **CONSIDER REQUEST TO CLOSE 200 BLOCK OF DEPOT STREET FROM NOON TO 10:00PM FOR ELGIN RELAY FOR LIFE SATURDAY APRIL 26, 2025. (MILLER)**
   This was approved as part of the consent agenda.

5. **CONSIDER REQUEST TO WAIVE FEES FOR ELGIN RELAY FOR LIFE SATURDAY, APRIL 26, 2025. (MILLER)**
   This was approved as part of the consent agenda.

6. **CONSIDER REQUEST TO WAIVE FEES FOR THE ELGIN MUSIC FESTIVAL ON JUNE 10-12, 2025. (MILLER)**
   This was approved as part of the consent agenda.

7. **CONSIDER REQUEST TO CLOSE STREETS FOR THE JUNETEENTH FESTIVAL STREET DANCE FRIDAY, JUNE 13 ON DEPOT STREET AND FOR THE JUNETEENTH PARADE ON SATURDAY, JUNE 14, 2025. (MILLER)**
   This was approved as part of the consent agenda.

8. **CONSIDER REQUEST TO WAIVE FEES FOR THE JUNETEENTH FESTIVAL, STREET DANCE, AND PARADE ON JUNE 13-14, 2025. (MILLER)**
   This was approved as part of the consent agenda.

9. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER REQUIREMENT FOR THE JUNETEENTH STREET DANCE FRIDAY JUNE 13, 2025 FROM 6:00 P.M. TO MIDNIGHT, AND FOR JUNETEENTH FESTIVAL AND PARADE ON JUNE 14, 2025 FROM 8:00 A.M. TO 6:00 P.M. IN THE 100 AND 200 BLOCKS OF DEPOT STREET AND CENTRAL AVENUE, AVENUE C TO BRENHAM STREET, AND VETERANS MEMORIAL PARK. (MILLER)**
   This was approved as part of the consent agenda.

10. **CONSIDER REQUEST TO CLOSE STREETS FOR THE WESTERN DAYS PARADE ON SATURDAY, JUNE 28, 2025. (MILLER)**
    This was approved as part of the consent agenda.

11. **CONSIDER REQUEST TO WAIVE FEES FOR THE WESTERN DAYS FESTIVAL & PARADE ON SATURDAY, JUNE 28, 2025. (MILLER)**
    This was approved as part of the consent agenda.

12. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER REQUIREMENT FOR WESTERN DAYS THURSDAY, JUNE 26 FROM 5:00PM TO 10:00PM AND SATURDAY, JUNE 28 FROM 9:00AM TO 5:00PM IN ELGIN MEMORIAL PARK. (MILLER)**
    This was approved as part of the consent agenda.

13. **CONSIDER REQUEST TO CLOSE DEPOT STREET FROM MAIN STREET TO AVENUE B FROM 2:00 PM TO 10:00 PM ON SATURDAY NOVEMBER 1, 2025 FOR DIA DE LOS MUERTOS AND TO CLOSE MAIN STREET FROM LEXINGTON TO DEPOT STREET FOR DIA DE LOS MUERTOS PARADE FROM 6:00 PM TO 7:00 PM ON SATURDAY NOVEMBER 1, 2025. (MILLER)**
    This was approved as part of the consent agenda.

14. **CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE B; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON SATURDAY NOVEMBER 1, 2025 FROM 5:00 PM TO 10:00 PM FOR DIA DE LOS MUERTOS. (MILLER)**
    This was approved as part of the consent agenda.

15. **CONSIDER REQUEST TO CLOSE STREETS FOR THE VETERANS APPRECIATION PARADE ON SATURDAY, NOVEMBER 8, 2025 (MILLER)**
    This was approved as part of the consent agenda.

16. **CONSIDER REQUEST TO WAIVE FEES FOR THE VETERANS APPRECIATION PARADE ON SATURDAY, NOVEMBER 8, 2025. (MILLER)**
    This was approved as part of the consent agenda.

17. **CONSIDER REQUEST TO CLOSE STREETS FOR THE ELGIN LIGHTED HOLIDAY PARADE SATURDAY, DECEMBER 6, 2025.** (MILLER)
    This was approved as part of the consent agenda.

18. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ADDITIONAL SERVICES REQUEST NO. 01 FOR PROFESSIONAL LANDSCAPE SERVICES WITH STUDIO 1619 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.** (PERRY)
    This resolution was approved as part of the consent agenda.

19. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE PROPOSAL 26 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.** (MILLER)
    This resolution was approved as part of the consent agenda.

20. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGERTO EXECUTE PAY APPLICATION No. 3 FOR THE ROY RIVERS UTILITY EXPANSION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
    This resolution was approved as part of the consent agenda.

21. **Planning and Zoning Board Member Appointment**
    This appointment was approved as part of the consent agenda.

22. **City Council Regular Meeting Minutes - February 4, 2025**
    The minutes were approved as part of the consent agenda.

23. **Economic Development Corportation Board of Directors Member Appointment**
    Mayor Pro Tem Brashar pulled this item. Council Member Dennis has requested to finish out his term until the election in May on the Economic Development Corporation Board. Council Member Swain motioned to table this item. Council Member Love seconded the motion. All voted in favor. The motion carried.

    Council Member Love motioned to approve consent agenda items numbers 1 through 22. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried. Council Member Casnovsky asked Kristina Alvarez, Elgin Main Street Manager, to explain briefly about the Depot District to launch April 1, 2025. Elizabeth Marzec, Recreation Programs Manager, briefly added to Mrs. Alvarez's comments.

NEW BUSINESS

1. **Charge to Charter Review Committee (Schroeder)**
    Mark Schroeder, City Attorney, explained that the committee has been selected and approved with minor changes. Now Council will provide the Charter Review Committee their charge. Council Member Dennis motioned that Council will finalize their input by February 21st. Council Member Gibson seconded the motion. Mayor Pro Tem asked that Council copy the City Secretary on the emails in the event that the Mayor is out of commission. All voted in favor. The motion carried.

2. **Discussion and possible action for search firms related to City Manager Search (Sanders)**
    Pam Sanders, Human Resources, provided a brief explanation and answered questions from Council. Isaac Turner, Interim City Manager, explained that staff could not make a

recommendation in regard to the City Manager search. SGR has recently been used by nearby cities for similar searches, and the cities have been satisfied. Council Member Dennis suggested the use of Affion for both the City Manager position and the Finance Director position.

Council Member Swain motioned to approve staff to contract with SGR for the City Manager search. Council Member Love seconded the motion. Council Member Callahan, Council Member Dennis, Council Member Love, Council Member Swain, and Mayor Pro Tem Brashar voted in favor. Council Member Casnovsky and Council Member Gibson voted in opposition. The vote was 5 in favor and 2 in opposition. The motion carried.

3. **Discussion and possible action regarding the Executive Search Firm for Finance Director (Sanders)**
   Isaac Turner, Interim City Manager, recommended to Council the use of Affion for the Finance Director Search. Council Member Dennis motioned to follow the recommendation by the Interim City Manager. Council Member Swain seconded the motion. All voted in favor. The motion carried.

4. **Discussion and possible action regarding the Executive Search Firm for Community Services Director (Sanders)**
   Isaac Turner, Interim City Manager, recommended to Council the use of SGR for the Community Services Director Search. Council Member Casnovsky motion to approve staff to contact with SGR for the Community Services Director position. Council Member Love seconded the motion. All voted in favor. The motion carried.

5. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: BEING A 4.909 ACRE TRACT OF LAND, MORE OR LESS, LYING IN AND BEING SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS (BASTROP CO. APPRAISAL DISTRICT PARCEL NUMBER 99528), INCLUDING ADJACENT RIGHT-OF-WAY AND PORTION OF SWENSON BOULEVARD AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.** (PERRY)
   Beau Perry, Planning and Development Director and City Engineer, briefly explained and answered questions from Council. Council Member Love question the charge for the land, and Mr. Perry assured her there was no payment required. Council Member Love motioned to approve the ordinance. Council Member Dennis seconded the motion. All voted in favor. The motion carried.

6. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: BEING A 23.914 ACRE TRACT OF LAND, MORE OR LESS, LYING IN AND BEING SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT NO. 59, IN BASTROP COUNTY, TEXAS (BASTROP CO. APPRAISAL DISTRICT PARCEL NUMBER 39675), AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.** (PERRY)
   Beau Perry, Planning and Development Director and City Engineer, briefly explained and answered questions from Council. Mr. Perry explained that this is the sister tract to the tract from the previous agenda item and the development will cover 2 different tracts and requires 2 different annexations. Council Member Casnovsky motioned to approve the ordinance as written. Council Member Love seconded the motion. All voted in favor. The

motion carried.

7. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.** (PERRY)
Beau Perry, Planning and Development Director and City Engineer, briefly explained and answered questions from Council. Mr. Perry explained that this would assign the 2 newly annexed tracts to Ward 2. Council Member Casnovsky motioned to approve the ordinance as written. Council Member Love seconded the motion. All voted in favor. The motion carried.

8. **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 TO "PDD", PLANNED DEVELOPMENT DISTRICT THE PROPERTIES KNOWN BY BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBERS 39675 AND 99528, TOTALING 28.823 ACRES, MORE OR LESS, OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59, IN BASTROP COUNTY, TEXAS, SAID TRACTS BEING MORE DESCRIBED IN EXHIBITS "A" AND "B"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.** (PERRY)
Beau Perry, Planning and Development Director and City Engineer, briefly explained and answered questions from Council. Mr. Perry explained that this will rezone the land for the Planned Development District, and this item has gone before the Planning and Zoning Commission. This item has been recommended by staff and the Planning and Zoning Commission.

Council Member Swain motioned to approve the ordinance. Council Member Love seconded the motion. All voted in favor. The motion carried.

9. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE CREATION OF A DISTRICT TO BE KNOWN AS RIVERS MARKET PLACE MUNICIPAL MANAGEMENT DISTRICT** (ROCK)
Owen Rock, Economic Development Corporation Director, briefly explained, presented, and answered questions from Council. Mr. Rock explained that the City is simply consenting to the creation of the Municipal Management District. If the Development Agreement is not approved, then this consent is voided. Rick Rosenburg was invited by Mayor Pro Tem Brashar to comment on the creation of the MMD. Beau Perry, Planning and Development Director, answered Council Member Swain's question about the water supply.

Council Member Dennis motioned to approve the resolution. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

10. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR ENGINEERING SERVICES FOR PERMITING AND REVIEW OF THE WASTEWATER PLANT II PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.** (GONZALEZ)
Michael Gonzalez, Public Works Director, briefly explained and answered questions from Council. Staff recommend using WGA for the review and permitting process for the Wastewater Treatment Plant, and WGA beginning immediately.

Council Member Casnovsky motioned to approve the resolution as written. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

11. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AQUA WATER SUPPLY CO. TO AMEND THE MASTER AGREEMENT FOR SERVICE AREA AND MAKING CERTAIN FINDINGS RELATED THERETO.** (GONZALEZ)
    Michael Gonzalez, Public Works Director, briefly explained and answered questions from Council. Mr. Gonzalez explained that this will transfer the CCN from Aqua Water to the City of Elgin.

    Council Member Casnovsky motioned to approve as written. Council Member Love seconded the motion. All voted in favor. The motion carried.

ANNOUNCEMENTS
Heather Fowler, Library Services Manager, provided the announcements for Council. Avenue B from 2nd Street to Depot Street is under construction and there are detours. Beginning March 1st, the Elgin Public Library will kick off Read Across America in honor of Dr. Seuss' birthday.

EXECUTIVE SESSION
Mayor Pro Tem Brashar adjourned into Executive Session at 7:53 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. **Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**

RECONVENE
Mayor Pro Tem Brashar reconvened the meeting at 9:05 P.M. No action was taken.

ADJOURNMENT
Mayor Pro Tem Brashar adjourned the meeting at 9:06 P.M.

_____

ATTEST: **Theresa Y. McShan, Mayor**

_____

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - February 24, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:
City Council held a special meeting Monday, February 24, 2025, to certify the unopposed candidates and cancel the election for Wards 1 & 2.

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

RECOMMENDATION:
Approve the minutes as they are presented

ATTACHMENTS:
1. City Council Special Meeting Minutes - February 24, 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
February 24, 2025
9:00 AM

CALL TO ORDER
Mayor Pro Tem Sue Brashar called the meeting to order at 9:01 A.M.

ROLL CALL
Mayor Pro Tem Brashar called roll. Council Member Gibson motioned to excuse Mayor McShan, Council Member Callahan, and Council Member Dennis. Council Member Love seconded the motion. All voted yes. The motion carried.

Present:
Joy Casnovsky, Council Member Ward 1
Arthur Gibson III, Council Member Ward 1
YaLecia Love, Council Member Ward 2
Chuck Swain, Council Member Ward 2
Al Rodriguez, Council Member Ward 3
Sue Brashar, Mayor Pro Tern Ward 4

Absent:
Theresa Y. McShan, Mayor
Matthew Callahan, Council Member Ward 3
Forest L. Dennis, Council Member Ward 4

Staff:
Isaac Turner, Interim City Manager
Peyton Standifer, City Secretary
Esmeralda Rangel, Assistant City Secretary

INVOCATION

PLEDGE OF ALLEGIANCE
Mayor Pro Tem Brashar lead those in attendance in reciting the Pledge of Allegiance to the United States and the Pledge of Allegiance to the Texas Flag.

PUBLIC COMMENT
There were no public comments

NEW BUSINESS

1. **Certification of Unopposed Candidates**
   Peyton Standifer, City Secretary, certified to council that there the candidates for Wards 1

and 2 were unopposed. Council Member Rodriguez motioned to approve the Certification of Unopposed Candidates. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

2. **Order of Cancellation of Election for Wards 1 & 2**
   Mayor Pro Tem read the agenda item and asked for a motion to approve. Council Member Swain motioned to approve the Order of Cancelation for Wards 1 and 2. Council Member Love seconded the motion. All voted in favor. The motion carried.

ADJOURNMENT
Mayor Pro Tem Brashar adjourned the meeting at 9:05 A.M.

ATTEST: _____ **Theresa Y. McShan, Mayor**

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: DISCUSS, CONSIDER, AND ADOPT A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM FOR GLO STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)

DEPARTMENT: Finance

PROPOSED ACTION: Adopt a resolution to designate authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) program for GLO state contract number 24-065-100-E832.

BACKGROUND:
The Community Development Block Grant – Mitigation Program (CDBG-MIT) program for GLO state contract number 24-065-100-E832 will provide grant funds for the City of Elgin Water Treatment Plant Improvement Project. The grant was awarded in January 2025, and designated signature authority is a routine item.

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

RECOMMENDATION:
Adopt a resolution to designate authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) program for GLO state contract number 24-065-100-E832.

ATTACHMENTS:
1. Designating Authorized Signatories.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.

RESOLUTION NO. 2025-03-04-XX

A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-100-E832.

WHEREAS, City of Elgin has received a Community Development Block Grant - Mitigation Program (CDBG-MIT) award to provide City of Elgin Water Treatment Plant Improvements.; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of Elgin acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/Authorized Signatories Designation Form*.

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

Section 1. The Mayor, Mayor Pro-Tem, City Manager be authorized to execute contractual documents between the Texas General Land Office and the City of Elgin for the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

Section 2. The Mayor, Mayor Pro-Tem, City Manager, and Finance Director, or designee be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

Section 3. The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

PASSED AND APPROVED this 4th of March, 2025.

_____
THERESA Y. MCSHAN, MAYOR
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN ADOPTING AND REAFFIRMING CIVIL RIGHTS PROCEDURES AND POLICIES PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)

DEPARTMENT: Finance

PROPOSED ACTION: Approval of a Resolution adopting and reaffirming civil rights procedures and policies pertaining to the CDBG-MIT GLO State Contract Number 240-65-100-E382.

BACKGROUND:
This is a routine item and is required as part of the award of federal funds.

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

RECOMMENDATION:
Approval of a Resolution adopting and reaffirming civil rights procedures and policies pertaining to the CDBG-MIT GLO State Contract Number 240-65-100-E382.

ATTACHMENTS:
1. Adopting and Reaffirming Civil Rights Procedures.2025
2. 1- Citizen Participation Plan - GLO.2025
3. 2 - Citizen Participation Plan - GLO - Spanish.2025
4. 3 - Section 3 Policy.2025
5. 4 - Excessive Force Policy.2025
6. 5 - Limited English Proficiency (LEP) Standards Plan
7. 6 - Section 504 Policy against Discrimination Based on Handicap and Grievance Procedures.2025
8. 7 - Code of Conduct Policy of City of Elgin.2025
9. 8 - Fair Housing Policy.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.

RESOLUTION NO. 2025-03-04-XX

A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN ADOPTING AND REAFFIRMING CIVIL RIGHTS PROCEDURES AND POLICIES PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-100-E832.

WHEREAS, City of Elgin, Texas, (hereinafter referred to as "City of Elgin") has been awarded a Community Development Block Grant – Mitigation Program (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

WHEREAS, City of Elgin, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, City of Elgin, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, City of Elgin, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

WHEREAS, City of Elgin, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, City of Elgin, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project;

WHEREAS, City of Elgin, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, City of Elgin, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

WHEREAS, City of Elgin, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures;
6. Code of Conduct Policy; and
7. Fair Housing Policy.

PASSED AND APPROVED this 4th of March, 2025.

_____
THERESA Y. MCSHAN, MAYOR
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

ELGIN

CITIZEN PARTICIPATION PLAN

TEXAS GENERAL LAND OFFICE (GLO)

COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation Program (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Elgin offices, 310 N. Main St. or P.O. Box 591, Elgin, Texas 78621, (Street Address), (512) 516-0813 (Phone) during regular business hours.

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

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor of Elgin at 310 N. Main St. or P.O. Box 591, Elgin, Texas 78621 or may call (512) 516-0813.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

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

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or

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

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

PUBLIC HEARING PROVISIONS

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

1. Furnish citizens information, including but not limited to:
    (a) The amount of CDBG-MIT funds available per application for Mitigation Program;
    (b) The range of activities that may be undertaken with the CDBG-MIT - Mitigation Program funds;

(c) The estimated amount of the CDBG-MIT - Mitigation Program funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

(d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.

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

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

ELGIN

PLAN DE PARTICIPACIÓN CIUDADANA

PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE DESARROLLO COMUNITARIO (CDBG-MIT)

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario (CDBG-MIT) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en Elgin, 310 N. Main St. or P.O. Box 591, Elgin, Texas 78621 (Dirección postal), (512) 516-0813, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-MIT.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-MIT, ya sea un proyecto propuesto, en curso o completado de CDBG-MIT, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Mayor, a Elgin, 310 N. Main St. or P.O. Box 591, Elgin, Texas 78621, (512) 516-0813.
2. Una copia de la queja o reclamo se transmitirá por el Alcalde a la entidad que es encargada de la queja o reclamo y al Abogado del La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o dia que el reclamo fue recibida.
3. El Alcalde completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-MIT para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos CDBG-MIT. La Ciudad, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

En casos de un cambio en el alcance o impacto para los beneficiarios que resulte en un aumento o disminución del 15% en las cantidades, una variación del 25% en el número de beneficiarios, aumento o disminución de un área beneficiaria específica, o suma o resta de una actividad de HUD, el La Ciudad proporcionará un aviso público razonable para la evaluación, examinación y comentarios sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

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

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

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

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
    a. La cantidad de fondos de CDBG-MIT disponibles por solicitud para Mitigation Program;
    b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Mitigation Program;
    c. El monto estimado de los fondos de CDBG-MIT Mitigation Program propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y

d. Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de anti desubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488

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

_____ _____

THERESA Y. MCSHAN, MAYOR Date/Fecha
City of Elgin, Texas

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of Elgin agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Elgin, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Elgin hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Elgin to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of Elgin to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Elgin will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Elgin, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

Limited English Proficiency Plan - 24-065-100-E832

Texas General Land Office

Community Development Block Grant - Mitigation Program

Grant Subrecipient:	City of Elgin			
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	**Language Group Census Data** **Table B16001**	**Estimated Group Population**	**Speaks English less than "very well"**	**Percent LEP (as compared to Total Est Group Pop[1])**
	Total Community Population Table B16001*	10,525	1,427	13.56%
	Spanish*	3,341	1,390	13.21%
	Other:			

Program activities to be accessible to LEP persons:	
☒	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
☒	Publications regarding CDBG-MIT application, grievance procedures, *complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action*, and other vital hearings, documents, and program requirements
☒	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
☒	Translation services: available upon request
☒	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
☒	Translation (oral and/or written) of advertised notices and vital documents for: Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.
☒	Referrals to community liaisons proficient in the language of LEP persons Spanish-speaking liaisons are available upon request.

☒	Public meetings conducted in multiple languages: Available upon request with two days advance notice.
☒	Notices to recipients of the availability of LEP services: Included in translated notices.
	Other services: _____

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

See also: **http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf**

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Elgin hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Elgin does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Elgin's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Elgin *shall* take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of Elgin *shall* ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.

Grievances and Complaints

a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Elgin to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

b. Complaints should be addressed to the Mayor, P.O. Box 591, Elgin, TX, 78621 or call (512) 229-3214**,** who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor**.** Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor**,** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of Elgin relating to the complaint files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Elgin within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Elgin complies with Section 504 and HUD regulations.

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

CODE OF CONDUCT POLICY OF CITY OF ELGIN

As a Grant Recipient of a CDBG-MIT contract City of Elgin shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Elgin shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Elgin shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefiting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of Elgin Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

THERESA Y. MCSHAN, MAYOR
City of Elgin, Texas

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

FAIR HOUSING POLICY

In accordance with the Fair Housing Act, City of Elgin hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Elgin agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. City of Elgin agrees to plan at least one activity during the contract term to affirmatively further fair housing.

3. City of Elgin will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Elgin, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

THERESA Y. MCSHAN, MAYOR Date
City of Elgin, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: RESOLUTION AMENDING AN ADMINISTRATIVE SERVICES CONTRACT WITH GRANTWORKS, INC., RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832. (GRANT WORKS/PERRY)

DEPARTMENT: Finance

PROPOSED ACTION: Authorize the Interim City Manager to sign the Contract amendment for the administration services contract with GrantWorks, Inc. requires amending for the purpose of renewed compliance with updated Federal, State, and local rules, policies, laws, and procedures, as well as updated provisions of the CDBG-MIT grant.

BACKGROUND:
City of Elgin has been allocated up to $1,970,700 due to CDBG-MIT MOD grant requirements; and the administration services contract with GrantWorks, Inc. requires amending for the purpose of renewed compliance with updated Federal, State, and local rules, policies, laws, and procedures, as well as updated provisions of the CDBG-MIT grant.

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

RECOMMENDATION:
Approval of a Resolution for the administration services contract with GrantWorks, Inc. requires amending for the purpose of renewed compliance with updated Federal, State, and local rules, policies, laws, and procedures, as well as updated provisions of the CDBG-MIT grant.

ATTACHMENTS:
1. Elgin-E832_Draft Admin Resolution-Amend
2. Elgin-E832_Admin Contract Amendment for Approval final

{} 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. 2025-03-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN ADMINISTRATION SERVICES CONTRACT FOR THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) METHOD OF DISTRIBUTION (MOD), GENERAL LAND OFFICE GRANT 24-065-100-E832; AND MAKING CERTAIN FINDINGS RELATED THERETO

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

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

WHEREAS, the administration services contract with GrantWorks, Inc. requires amending for the purpose of renewed compliance with updated Federal, State, and local rules, policies, laws, and procedures, as well as updated provisions of the CDBG-MIT grant.

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

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

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

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 March 2025.

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

GRANT ADMINISTRATION SERVICES

PART I - AMENDMENT 1

THIS AMENDMENT, MADE ON THE ___ DAY OF _____, 2025 BY AND BETWEEN THE CITY OF ELGIN, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, amends the agreement effective the 24th day of October, 2023 by and between the Client and the Consultant.

I. SCOPE OF SERVICES, superseded and replaced with:

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-MIT") funds Contract Number 24-065-100-E832, administered by the Texas General Land Office ("GLO") for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

III. COMPENSATION AND METHOD OF PAYMENT, fee schedule based on identified contract milestones superseded and replaced with:

Administration

#	Milestone Description	Budget %	Amount
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	15%	$13,845.00
2	Environmental Notice to Proceed	15%	$13,845.00
3.1	Environmental Site Photos and Field Log	5%	$4,615.00
3.2	Environmental Agency Letters Sent	5%	$4,615.00
3.3	Finding of No Significant Impact (FONSI) Posted	5%	$4,615.00
3.4	Environmental Review Record complete - Authority to Use Grant Funds issued	5%	$4,615.00
4	Bid Advertised	10%	$9,230.00
5	Construction Notice to Proceed	25%	$23,075.00
6	25% Construction Complete	2.5%	$2,307.50
7	75% Construction Complete	2.5%	$2,307.50
8	Construction Complete, Final Wage Compliance Report issued	5%	$4,615.00
9	Closeout Packet submitted and approved	5%	$4,615.00
	Totals		**$92,300.00**

Environmental

#	Milestone Description	Budget %	Amount
1E	Commencement of Environmental Phase	30%	$6,000.00
2E	Environmental Review Record Complete – Authority to Use Grant Funds issued	70%	$14,000.00
	Totals		**$20,000.00**

IX. TERMS AND CONDITIONS, updated as follows:

Part II – TERMS AND CONDITIONS is updated to add the following:

20. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

Part III – Scope of Work, superseded and replaced.

With the issuance of State Contract No. 24-065-100-E832 from the General Land Office, IX. TERMS AND CONDITIONS is amended to include Attachments A, B, C, D, E, G, attached hereto and hereby are incorporated by reference.

- Attachment A: Performance Statement
- Attachment B: Assurances – Construction Programs
- Attachment C: General Affirmations
- Attachment D: Nonexclusive List of Applicable Laws, Rules, and Regulations
- Attachment E: Special Conditions
- Attachment G: GLO Information Security Appendix

All other terms and conditions of the Agreement between the Client and GrantWorks will remain in full force and effect.

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

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY: _____

Bruce J. Spitzengel
President

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

BY: _____

Theresa Y. McShan
Mayor

ATTEST:

BY: _____

Peyton Standifer
City Secretary

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

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

SCOPE OF SERVICES REQUESTED

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

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

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

Pre-Funding Services

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

Post-Funding Services

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

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
ii. May assist in public hearings.
iii. Will work with GLO's system of record.
iv. Provide monthly project status updates.
v. Funding release will be based on deliverables identified in Section 3.
vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.
b. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
c. Ensure compliance with all relevant labor standards regulations.
d. Ensure compliance with procurement regulations and policies.
e. Maintain document files to support compliance.

vii. Financial duties:

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

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive,

review, recommend, and process any change orders as appropriate to the individual projects.

iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

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

(b) Acquisition Duties*:

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

(c) Environmental Services

i. Assist detailed scope of services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

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

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

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CITY OF ELGIN
24-065-100-E832

PERFORMANCE STATEMENT

The GLO awards City of Elgin (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey State MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,970,700.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI

Activity Type: Water Improvements

Project Title: City of Elgin Water Treatment Plant Improvement Project

Subrecipient shall install gravity backwash filters, pipe, valves, electrical/controls access platforms, filter media, and electrical valve system; upgrade pipe; install chlorine storage system; replace forced draft aerator, filter air scour blowers and controls, and SCADA system; and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Elgin Water Plant	207 Pump Station Road, Elgin, TX 30.33015, -97.30845	1 Public Facility (PF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
13,343	7,690	57.63	0018.54 9501.00 9502.00	1 1 1,2,3,4,5
Beneficiaries were identified using Surveys, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT - Public Facilities and Improvements-Non-Covered Projects- LMI	$1,970,700.00	$5,104,990.00[1]	$7,075,690.00
TOTAL	$1,970,700.00	$5,104,990.00[1]	$7,075,690.00

[1] **CITY OF ELGIN GENERAL FUND, TO BE USED TOWARD CONSTRUCTION**

BENCHMARKS

	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery						
Project Phase Actions and Deliverables	**Grant Administration Funds**	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

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Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements					100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*						100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase **Deliverable:** Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

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Action: Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^								0-85%
Action: Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^								85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Signed by: Theresa Y. McShan 680A0FCBA86F452...	City of Elgin Mayor
APPLICANT ORGANIZATION City of Elgin	DATE SUBMITTED 1/8/2025

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

Docusign Envelope ID: FF3611E7-A233-461A-9227-5CC5658A3359

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Elgin	24-065-100-E832

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Theresa Y. McShan	City of Elgin Mayor

SIGNATURE

Signed by:
Theresa Y. McShan
680A0FCBA86F452...

DATE

1/8/2025

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action:	**2. *Status of Federal Action:**	**3. *Report Type:**
____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
____ b. grant	_____ b. initial award	_____ b. material change
____ c. cooperative agreement	_____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime _____Subawardee
*Name: _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____
Zip:_____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	**7. Federal Program Name/Description:**
	CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

b. Individuals Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature:**_____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:**_____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	**Information**
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	**Field Name**	**Required or Optional**	**Information**
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

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on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

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and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

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d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

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Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at FEMA Debris Monitoring Guide.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

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moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PAY APPLICATION NO. 37 WITH CSA CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ/PERRY)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve

BACKGROUND:
This is the final payment for the wastewater treatment plant expansion project.

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

RECOMMENDATION:
Review and Approve.

ATTACHMENTS:
1. ResWWTP Pay Application No. 37 FINAL x
2. Pay Request Final - Letter to City

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

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

RESOLUTION NO. 2025-03-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE PAY APPLICATION No. 37, WITH CSA CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The Elgin Wastewater treatment plant expansion project is now completed and;

WHEREAS, staff now bring this final payment application to the council for consideration and approval and;

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

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

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

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

Section 2. Authorization. The Mayor or City Manager is hereby authorized to execute the final pay application with *CSA Construction* of Houston, Texas, in the amount described in the attached recommendation letter labeled "Elgin WWTP Expansion Project Final Pay Request"

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

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

PASSED AND ADOPTED this 4th day of March 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

February 24, 2025

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

Re: Elgin WWTP Expansion
Final Pay Request

Dear Mr. Gonzalez:

Enclosed for consideration by the City is the final Pay Request for the above referenced project in the amount of **$360,932.07**. It is recommended that the payment be made at the City's earliest convenience. The quantities have been reviewed by City staff and this office. An affidavit of bills paid has been provided from the contractor and is included as an attachment. Please sign and forward a digital copy to CSA Construction at dlaird@csaconstruction.com and TRC at wwachel@trccompanies.com.

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

Sincerely,

William A Wachel

William Wachel, P.E.
Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

SECTION 00500
APPLICATION FOR PAYMENT

Notice to Proceed **5/3/2021**
Contractor's Application for Payment No. **37**
rev - 0
Page 1 of 10

Contract Time :	1613 Days		Project No.:	270972	
Elapsed Time:	1369 Days		Period:	1/1/2024 to	1/31/2025
Weather Delays:	76 Days				
Project Name:	Elgin - WWTP Expansion		Engineer:	TRC Engineers, Inc	
Owner:	City of Elgin		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 (0% of Line 6)	$	$0.00
8.	Total Completed, Less Retainage	$	$18,046,603.35
9.	Less Amount of Previous Estimates	$	**$17,685,671.28**
10.	**Amount Due This Application .....**	$	$360,932.07
11.	Balance to Finish, Plus Retainage (Line 3 - Line 8)	$	$0.00
12.	Percent Competed 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:	Date:
Doug Laird Doug Laird	1/21/2025

Payment of: $ $360,932.07
(Line 10 or other - attach explanation of the other amount)

Andres Carrasco, PE
Inspector's Approval of Quantities

Recommended by: William A Trachel
(Engineer)

2/24/2025
(Date)

Payment of: $ $360,932.07
(Line 10 or other - attach explanation of the other amount)

is approved by:
(Owner)

(Date)

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

Project No.: 270972
Period: 1-1-2025 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	0%	$0.00	100%	$50,000.00	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

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

Project No.: 270972
Period: 1-1-2025 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

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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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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	0%	$0.00	100%	$4,725.00	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

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

Project No.: 270972
Period: 1-1-2025 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	0%	$0.00	100%	$100,000.00	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**		**$0.00**		**$14,570,000.00**		**$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	0%	$0.00	100%	$31,000.00	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**		**$0.00**		**$852,000.00**		**$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

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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	0%	$0.00	100%	$1,169,251.10	100%	$1,169,251.10
12	Change Order #12	LS	1	$417,963.58	$417,963.58	0%	$0.00	100%	$417,963.58	100%	$417,963.58
13	Change Order #13	LS	1	$143,415.71	$143,415.71	0%	$0.00	100%	$143,415.71	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	0%	$0.00	100%	$364,276.94	100%	$364,276.94
16	Change Order #16	LS	1	($55,013.11)	($55,013.11)	0%	$0.00	100%	-$55,013.11	100%	-$55,013.11
	Subtotal - Section C - Contract Changes				**$2,624,603.35**		**$0.00**		**$2,624,603.35**		**$2,624,603.35**
	TOTAL AMOUNT OF WORK IN PLACE				**$18,046,603.35**		**$0.00**		**$18,046,603.35**		**$18,046,603.35**

Project Name: Elgin - WWTP Expansion
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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

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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 Aeraration Equiment, 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

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

Project No.: 270972
Period: 1-1-2025 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 % 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**

CSA CONSTRUCTION, INC.
1011 Surrey Lane, Bldg. 200
Flower Mound, Texas 75022
Office: 214-646-3214

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: Elgin WWTP Expansion Project_ Job #: 270972

Upon receipt by the signer of this document of a check from the City of Elgin in the sum of: $ 360,932.07 payable to CSA Construction, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any commomn law payment bond right, any claim for payment, any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the signers's position that the signer has on the property of the City of Taylor (owner), located at 703 W. Cleveland St., Elgin, Texas 78621 (jobsite address).

This release covers FINAL payment for all labor, services, equipment and/or materials furnished to the property, City of Elgin and/or TRC Engineering as indicated in the attached staement(s) or FINAL payment request.

Before any recipient of this document relies on this document, the recipient should verifiy evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this FINAL payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen & suppliers for all work, materials, equipment or services provided for or to the above referenced project in regard to the attached statement(s) or FINAL payment request.

Date: 2-20-25
CSA Construction, Inc.
By: _____
Printed Name: Doug Laird
Title: Project Manager

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledge before me on the 20th day of February, 2025, by

DOUG LAIRD (Name), PROJECT MANAGER (Title)

of CSA Construction, Inc. for the consideration herein expressed, on behalf of same.

Priyalobo.

Notary Public in and for the STATE OF TEXAS

February 20, 2025.

PRIYA OLVIN ANIL LOBO
Notary Public, State of Texas
Comm. Expires 07-06-2027
Notary ID 134440103

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: RESOLUTION AMENDING RESOLUTION 2024-01-09-10 TO REFLECT THE CORRECT DATE OF SELECTION AND CONTRACT EFFECTIVE DATE FOR TRC ENGINEERS, RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832 (GRANT WORKS/PERRY)

DEPARTMENT: Engineering

PROPOSED ACTION: Approval of Resolution amending Resolution 2024-01-09-10 to reflect the correct date of selection and contract effective date for TRC Engineers, related to CDBG MIT-MOD Contract 24-065-100-E832.

BACKGROUND:
The City of Elgin has been allocated up to $1,970,700 due to CDBG-MIT MOD grant requirements; and the City of Elgin authorized a contract for design work with TRC Engineers on January 9, 2024 with Resolution No. 2024-01-09-10; and the correct date of selection was October 24, 2023 with Resolution 2023-10-24-84.

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

RECOMMENDATION:
Approval of Resolution amending Resolution 2024-01-09-10 to reflect the correct date of selection and contract effective date for TRC Engineers, related to CDBG MIT-MOD Contract 24-065-100-E832.

ATTACHMENTS:
1. Elgin-E832_Draft Eng Authorization Resolution Correction

{} 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. 2025-03-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING RESOLUTION NO. 2024-01-09-10, RELATED TO GENERAL LAND OFFICE GRANT 24-065-100-E832; AND MAKING CERTAIN FINDINGS RELATED THERETO

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

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

WHEREAS, the City of Elgin authorized a contract for design work with TRC Engineers on January 9, 2024 with Resolution No. 2024-01-09-10; and

WHEREAS, Resolution No. 2024-01-09-10 listed the Contract effective date as the date of selection on January 9, 2024; and

WHEREAS, the correct date of selection was October 24, 2023 with Resolution 2023-10-24-84.

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

Section 1. **Findings.** The effective date of the contract with TRC Engineers should be October 24, 2023, and 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 of Elgin was awarded a CDBG MIT-MOD contract and said contract has been executed.

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 March 2025.

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve

BACKGROUND:
This change order is to add items related to access to the police department, some additional concrete repair and pieces of depot streeet. Staff has reviewed and approved of these changes.

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

RECOMMENDATION:
Review and approve.

ATTACHMENTS:
1. ResstreetCONo12025
2. Elgin 2024 Streets Improvements- Change Order No.1- City of Elgin

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

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

RESOLUTION NO. 2025-03-04-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

WHEREAS, City staff and the City Engineer have submitted a recommendation to award a contract to Larry Young Paving, of College Station, Texas for improvements to city streets prioritized on need, current conditions, and anticipated future use and/or traffic; and,

WHEREAS, the City staff have now identified and recommend certain valued added benefits to the project that include improved access to the Parking lot at the Elgin PD, concrete repairs on Lee Dildy drive and additional paving on Depot St.

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

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

Section 2. Authorization. The Mayor or City Manager is hereby authorized to execute Change Order No. 1 with Larry Young Paving, Inc of College Station, Texas to resurface streets in accordance with the *2024 Street Improvements* plan from WGA, a recommendation letter of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

Section 4. 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 March, 2025

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

February 24, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
310 N. Main Street
Elgin, Texas 78621

RE: Elgin 2024 Streets Improvements
Change Order No.1

Dear Mr. Gonzalez,

Attached please find Change Order No.1 for the above reference project. This change order includes removing base to install six inch concrete and valley gutter in the ally section, to remove and replace joints on Dildy Dr, and to wedge mill Depot Street and install 2 inch overlay from the saw cut existing utility line to the edge of the pavement.

The change order has been approved by this office and will increase the current contract amount by $50,775.00. The new contract amount will be $449,661.40. Please execute and forward a digital copy to WGA at bperry@wga-llp.com.

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

Sincerely,

K. Beau Perry, P.E. - WGA
Regional Practice Leader

CONTRACT CHANGE ORDER NO. 1
ALLY SECTION AND DIDLY DR ADDITIONS

OWNER:	**City of Elgin**
CONTRACTOR:	**Larry Young Paving, Inc.**
ORIGINAL CONTRACT AMOUNT:	**$398,886.40**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$0.00**
CURRENT CONTRACT AMOUNT:	**$398,886.40**
ORIGINAL CONTRACT TIME (DAYS):	**120**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**0**
CURRENT CONTRACT TIME (DAYS):	**120**
CURRENT SUBSTANTIAL COMPLETION DATE:	**6/17/2025**
CURRENT FINAL COMPLETION DATE:	**7/17/2025**

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO. 1	For furnishing all material, labor and equipment to remove base and install 6 inch concrete including valley gutter in ally section	75	SY	$285.00	$21,375.00
CO. 2	For furnishing all material, labor and equipment to remove and replace joints on Dildy Dr.	40	SY	$285.00	$11,400.00
CO. 3	For furnishing all material, labor and equipment to wedge mill Depot Street and install a 2 inch overlay from the saw cut at the existing utility line to the edge of the pavement	600	SY	$30.00	$18,000.00
TOTAL COST OF THIS CHANGE ORDER:					**$50,775.00**

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	**$50,775.00**
REVISED CONTRACT AMOUNT:	**$449,661.40**
NET CHANGE IN CONTRACT TIME (DAYS):	**0**
REVISED CONTRACT TIME (DAYS):	**0**
REVISED SUBSTANTIAL COMPLETION DATE:	**6/17/2025**
REVISED FINAL COMPLETION DATE:	**7/17/2025**

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

Owner City of Elgin	Date
	February 24, 2025
Beau Perry, PE WGA Consulting Engineers	Date
	2/25/2025
Larry Young Paving, Inc.	Date

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LETTER OF ENGAGEMENT WITH DEL CARMEN CONSULTING LLC., TO PROVIDE ANALYSIS OF RACIAL PROFILING DATA AND OTHER SERVICES AS REQUIRED TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE SAID LETTER OF ENGAGEMENT. (NOBLE)

DEPARTMENT: Police

PROPOSED ACTION: Approval of Resolution

BACKGROUND:
The Elgin Police Department desires to retain Del Carmen Consulting, LLC. to prepare the Department's 2025 Racial Profiling Report, perform quarterly Data Verification audits, deep-dive analysis of search data, and perform two training sessions during FY25-26 on Implicit Bias for all commissioned EPD officers. Del Carmen Consulting, LLC., is a sole-source provider of the services being requested/provided.

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. Council Resolution Del Carmen Consulting FY25-26
2. Del Carmen Proposal FY25-26
3. SoleSourcedelcarmen2024

{} 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. 2025-03-04-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LETTER OF ENGAGEMENT WITH DEL CARMEN CONSULTING LLC., TO PROVIDE ANALYSIS OF RACIAL PROFILING DATA AND OTHER SERVICES AS REQUIRED TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE SAID LETTER OF ENGAGEMENT.

WHEREAS, Texas state law requires law enforcement agencies to annually prepare and submit a Racial Profiling Report to the State of Texas and the jurisdiction's governing body; and

WHEREAS, The Elgin Police Department desires to retain the services of Del Carmen Consulting, LLC., to prepare the Racial Profiling report, conduct data analysis, and provide education services to EPD employees pertaining to Implicit Bias; and

WHEREAS, The Elgin Police Department desires to formally retain Del Carmen Consulting, LLC., Funding for said services will be included in the **FY25-26** City of Elgin Annual Operating Budget.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Del Carmen Consulting, LLC.,* Arlington, Texas, in the amount of $49,650.00 for Consulting Services to the City of Elgin Police Department, details of the compensation provided in the Agreement; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget. The City Council does hereby acknowledge that this item will be included within the *FY25-26 City of Elgin Annual Operating Budget*;

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

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

PASSED AND ADOPTED this 4th day of March 2025

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

3122 Westwood Dr.
Arlington, TX 76012
817.681.7840
DCC@delcarmenconsulting
.com

February 24, 2025

Elgin Police Department
Chief Chris Noble
202 Depot Street
Elgin, TX 78621

Dear Chief Noble,

Pursuant to our conversation, del Carmen Consulting is prepared to perform the following proposed services for FY 2025-2026

Annual Racial Profiling Report
$19,850.00

Quarterly Data Verification	$10,150.00
Deep Dive of *Search* Data	$9,850.00
Two (2) Based Policing Training	$9,800.00
	$49,650.00

I understand that as a proactive measure you have requested a detailed analysis (Deep Dive) into EPDs *Search* data that will be specific to calendar year 2025; and two training sessions on Implicit Bias for all commissioned EPD officers.

Sincerely,

Alejandro del Carmen

Alex del Carmen, Ph.D.
Criminologist

DEL CARMEN
CONSULTING, LLC

Re: Sole Source Provider

June 3, 2024

For the past 27 years, I have been involved in the assessment of data and the research, analysis, and instruction of police best practices. Since 2011, I have been involved in police reform cases in the capacity of federal monitor and more recently, as a special master working directly for a federal judge who oversees the reform process in one of the largest police departments in the United States.

Further, I have created the state template, which is widely used by law enforcement agencies, in reporting their annual contact data. I have been subsequently quoted in major news outlets given my expertise on the subject matter. On the subject of audits, I have performed over 9,000 audits on police data sets, for the past 23 years. These audits have been performed in some of the major cities in the United States including, but not exclusive of Fort Worth, Austin, Houston, New Orleans and San Juan, Puerto Rico. In addition, my services and its product and my intellectual property.

As noted, I was appointed by the United States Courts for the Eastern District of Louisiana as one of the federal monitors overseeing the New Orleans Police Department and served in that capacity for 3 years. As part of my oversight, I was responsible for performing integrity audits, assessing mechanisms related to accountability, performing data audits, and identifying data gaps.

I have also served as a federal monitor over the police reform case in Puerto Rico for 2 years. This is the largest reform case in U.S. history. Currently, I serve as a special master for the United States Court in Puerto Rico. In that role, I advise the Court and have been directly involved in the design, implementation, and evaluation of integrity checks. I have the most experience at the national level, on police integrity checks as it is evident in my publication record, field experience, and contributions to policing.

In short, I am considered a national expert with unmatched qualifications in the areas of police practices and integrity checks. In conclusion, I am a sole source provider for these services.

Sincerely,

A. del Carmen, Ph.D.
Criminologist

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Appointment of Two Representative on the Charter Review Committee

DEPARTMENT: Executive

PROPOSED ACTION: Approve the appointment of Glynda Schroeder and Daniel Lopez to the Charter Review Committee

BACKGROUND:
Two of the previously appointed Charter Review Committee Members are being replaced by citizens that live in the Wards associated with their City Council Member.

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

RECOMMENDATION:
Approve the appointment of Glynda Schroeder and Daniel Lopez to the Charter Review Committee

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: Charge to Charter Review Committee (Schroeder)

DEPARTMENT: Executive

PROPOSED ACTION: Council will provide direction to the recently appointed Charter Review Committee.

BACKGROUND:
Council appointed a Charter Review Committee at the February 4, 2025 City Council meeting. The suggestions for the Charter Review will be provided by Council.

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

RECOMMENDATION:
Provide direction to the Charter Review Committee

ATTACHMENTS:
1. Charge to Charter Review from Council

{} 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.

Charge to Charter Review Committee

HOME RULE CHARTER OF ELGIN

ARTICLE I. - INCORPORATION AND CORPORATE NAME, BOUNDARIES AND FORM OF GOVERNMENT

ARTICLE II. - POWERS OF THE CITY

- *Council Member Swain* – "Article II. No taxpayers money may be spent on passenger train project unless public bus line shows a need. Is this needed"

ARTICLE III. - NOMINATIONS AND ELECTIONS

- *Council Member Swain* – "Article III, section 2, #3. Incumbent councilmember must resign before running for mayor. Is this needed."
- *Council Member Love*- "Be in good standards with the city regarding bills and taxes to run"

ARTICLE IV. - CITY COUNCIL

- *Council Member Casnovsky* – "Article IV - City Council; Terms of Office Council term (currently at two year term); consider changing to longer term"
- *Council Member Swain* – "Article IV, section3, #A. Terms of office are at 2 year, are longer terms better and a cost savings. I'm ok with 2 year terms but want discussion on this."
- *Council Member Swain* – "Article IV, section 3, #D. Is this section needed."
- *Council Member Swain* – "Article IV, section 6, #A. Petitions. If a petition affects the entire city, all voters should be eligible to sign. If petition affect only a Ward, should only that Ward sign petition."
- *Council Member Love*- "extend the terms from 2 to 3 years"

ARTICLE V. - ADMINISTRATIVE ORGANIZATION

ARTICLE VI. - TAX ADMINISTRATION

ARTICLE VII. - FINANCIAL ADMINISTRATION

- *Council Member Casnovsky* – "Article III - Financial Administration
  Consider changing how the budget is adopted by city council, specifically this line: Should the council take no final action on or prior to such day on a proposed budget which has been timely and duly submitted by the city manager, the budget, as submitted, shall be deemed to have been adopted by the council. In the event the city manager fails to timely submit a proposed budget as provided herein, the council may cause the same to be prepared by someone else and may consider and adopt the same."

ARTICLE VIII. - FRANCHISES AND PUBLIC SERVICE COMPANIES

ARTICLE IX. - INITIATIVE, REFERENDUM AND RECALL

- *Council Member Casnovsky* – "Article IX - Initiative, Referendum and Recall; Define who is a "qualified and registered voter." Do voters need to have voted in a previous election in Elgin? Do they need to live in Elgin, or just be registered to vote? Need to shore up which voters can sign a

recall petition. Currently the way the charter reads, council members can be recalled (e.g. petition signatures collected) by voters who do not live in their ward."

- *Council Member Love*- "You have to live in that ward to vote anyone off"

ARTICLE X. - GENERAL PROVISIONS

ARTICLE XI. - BOARDS AND COMMISSIONS

Council Member Casnovsky – "Throughout the charter; Change "councilman" to "council person"."

Mayor Pro Tem Brashar – "I would like to see something in the charter that negates someone from running for city council if they are suing the city or are in arrears with the city. Something to that affect."

Council Member Swain – "And throughout charter, update gender language."

Council Member Callahan has no suggestions.

Mayor McShan has no specific suggestions.

Council Member Love has requested a review of the entire charter and the recommendations from the Charter Review Attorney.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS BY AGREEMENT OR EMINENT DOMAIN (PERRY)

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution

BACKGROUND:
The City Council of the City of Elgin has determined the need to acquire certain real property interests for water/wastewater projects and the City of Elgin (the “City”) has attempted to purchase the real property interests needed to facilitate the Project, but has thus far been unsuccessful in acquiring the same. This will authorize the staff to do all things necessary and proper to attain the necessary property.

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

RECOMMENDATION:
Approve the Resolution as presented.

ATTACHMENTS:
1. Eminent Domain Resolution
2. motion to approve use of eminent domain
3. Ex. A

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

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

RESOLUTION NO. 2025-03-04-XX

AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS BY AGREEMENT OR EMINENT DOMAIN

WHEREAS, the City Council of the City of Elgin has determined the need to acquire certain real property interests for water/wastewater projects that are necessary to bolster the City of Elgin's ability to provide these services within the City of Elgin's certificated service area and to promote the public health of its citizens (the "Project"); and

WHEREAS, the City of Elgin (the "City") has attempted to purchase the real property interests needed to facilitate the Project, but has thus far been unsuccessful in acquiring the same;

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

That the City, its staff, and its attorneys are specifically authorized to purchase the property interests needed for the Project; that the public convenience and necessity requires the acquisition of those property interests for the public purpose of constructing, operating and maintaining a the Project; that the City has made a good faith effort to negotiate a voluntary acquisition of the property interests needed for the Project; that it appears to the City that further negotiations to purchase those property interests voluntarily would be futile; that the public necessity requires the condemnation of those property interests in order to acquire it for the constructing, operating and maintaining the Project; that the City, its staff, and its attorneys are hereby authorized and directed to institute proceedings in eminent domain against the owners of those property interests, and against all other owners, lienholders, or holders of an interest in the underlying land holding those property interests, in order to acquire the easement rights necessary to facilitate the project, and that this Resolution shall take effect immediately from and after its passage; and

BE IT FURTHER RESOLVED:

That the specific property interests sought are out of those two tracts of land, being owned by RSM Real Estate LP, being further described in Document No. 201414715 and Document No. 201414714, respectively, of the Real Property Records of Bastrop County, Texas and further described and depicted on Exhibit "A" hereto; and

BE IT FURTHER RESOLVED:

That the City, its staff, and its attorneys are hereby authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution, including determination of the specific property rights that are proper and necessary for the purposes set out herein; and

BE IT FURTHER RESOLVED:

That the Secretary of the City of Elgin, together with the district legal counsel, are authorized to evidence adoption of this Resolution and to do any and all things necessary and proper to give effect and intent hereof.

RESOLVED this 4th day of March, 2025.

Joy Casnovsky, Ward 1	Arthur Gibson III, Ward 1
Charles Swain, Ward 2	YaLecia Love, Ward 2
Al Rodriguez, Ward 3	Matthew Callahan, Ward 3
Sue Brashar, Mayor Pro Tem, Ward 4	Forest Dennis, Ward 4

Theresa Y. McShan, Mayor

ATTEST:

Peyton Standifer, City Secretary

Motion to Approve the Use of Eminent Domain

NOTE: The following form of motion must be used in exactly the manner specified by Sec. 2206.053 of the Texas Government Code:

* * * * *

"I move that the City Council of the City of Elgin, Texas, authorize the use of the power of eminent domain to acquire the properties, as particularly described in the resolution under consideration, for the construction and operation of the Project described therein, specifically wastewater facilities, under and across those properties in Bastrop County, Texas.

My motion includes approval of the proposed resolution and intends that the record vote on this matter applies to all units of property to be condemned."

EXHIBIT A

JAMES E. GARON
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

June 14, 2024

20' PERMANENT WASTEWATER EASEMENT
RSM REAL ESTATE LP 147.144 ACRE TRACT

LEGAL DESCRIPTION: BEING A 0.763 ACRE TRACT OR STRIP OF LAND, TWENTY (20') FEET IN WIDTH, LYING IN AND BEING A PORTION OF THAT CERTAIN 147.144 ACRE TRACT OF LAND CONVEYED TO RSM REAL ESTATE LP BY DEED RECORDED IN DOCUMENT #201414715, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.763 ACRE TRACT OR STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN APRIL, 2024:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of Lot 33, Block "P", Harvest Ridge Subdivision, Section Two-B as recorded by plat in Cabinet 7, Page 227-B, plat records, Bastrop County, Texas and the southerly line of said RSM Real Estate LP 147.144 acre tract from which a 1/2" iron pipe found for the southeasterly corner of said RSM Real Estate LP 147.144 acre tract bears S 62°55'13" E a distance of 1604.41 feet and the calculated northeast corner of Lot 33, Block "P" bears S 62°55'13" E a distance of 617.40 feet;

THENCE N 62°55'13" W a distance of 24.28 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for corner;

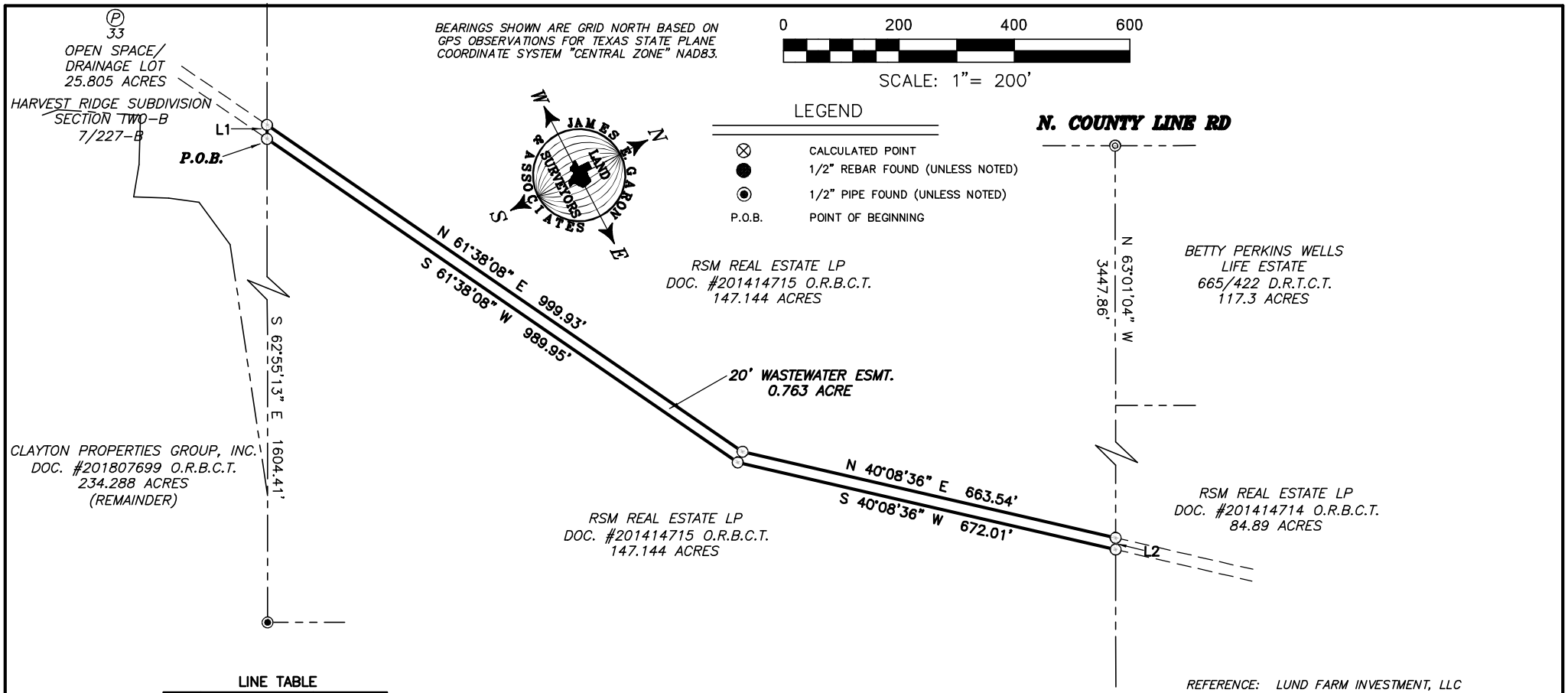
THENCE crossing said RSM Real Estate LP 147.144 acre tract, N 61°38'08" E a distance of 999.93 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point and N 40°08'36" E a distance of 663.54 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of said RSM Real Estate LP 147.144 acre tract and the south line of that certain 84.89 acre tract of land conveyed to RSM Real Estate LP by deed recorded in Document #201414714 of said official records from which a 1/2" iron pipe found in the easterly margin of County Line Road for the northwesterly corner of said to RSM Real Estate LP 147.144 acre tract and the southwesterly corner of that certain 117.3 acre tract of land conveyed to Betty Perkins Wells by deed recorded in Volume 665, Page 422 deed records, Travis County, Texas bears N 63°01'04" W a distance of 3447.86 feet;

THENCE S 63°01'04" E a distance of 20.54 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for the northeasterly corner hereof;

THENCE crossing said RSM Real Estate LP 147.144 acre tract, S 40°08'36" W a distance of 672.01 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point and S 61°38'08" W a distance of 989.95 feet to the **POINT OF BEGINNING,** containing 0.763 acre of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Co\Bastrop\Subd\Lund Farms\20wwesmt2 legal



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°55'13" W	24.28'
L2	S 63°01'04" E	20.54'

REFERENCE: LUND FARM INVESTMENT, LLC

LEGAL DESCRIPTION: 0.764 ACRE OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTARCT 20, BASTROP COUNTY, TEXAS.

FIELD BOOK: B-724/13

FILE: Server\Co\Bastrop\Subd\Lund Subd\24824-CD.dwg

STATE OF TEXAS
REGISTERED
JAMES E. GARON
4303
PROFESSIONAL
LAND SURVEYOR

James E. Garon

APRIL 18, 2024

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

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& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

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jgaron@austin.rr.com

June 14, 2024

20' TEMPORARY WORKSPACE EASEMENT
RSM REAL ESTATE LP 147.144 ACRE TRACT

LEGAL DESCRIPTION: BEING A 0.764 ACRE TRACT OR STRIP OF LAND, TWENTY (20') FEET IN WIDTH, LYING IN AND BEING A PORTION OF THAT CERTAIN 147.144 ACRE TRACT OF LAND CONVEYED TO RSM REAL ESTATE LP BY DEED RECORDED IN DOCUMENT #201414715, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.764 ACRE TRACT OR STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN APRIL, 2024:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of Lot 33, Block "P", Harvest Ridge Subdivision, Section Two-B as recorded by plat in Cabinet 7, Page 227-B, plat records, Bastrop County, Texas and the southerly line of said RSM Real Estate LP 147.144 acre tract from which a 1/2" iron pipe found for the southeasterly corner of said RSM Real Estate LP 147.144 acre tract bears S 62°55'13" E a distance of 1628.69 feet;

THENCE N 62°55'13" W a distance of 24.28 feet along said line to a point for corner;

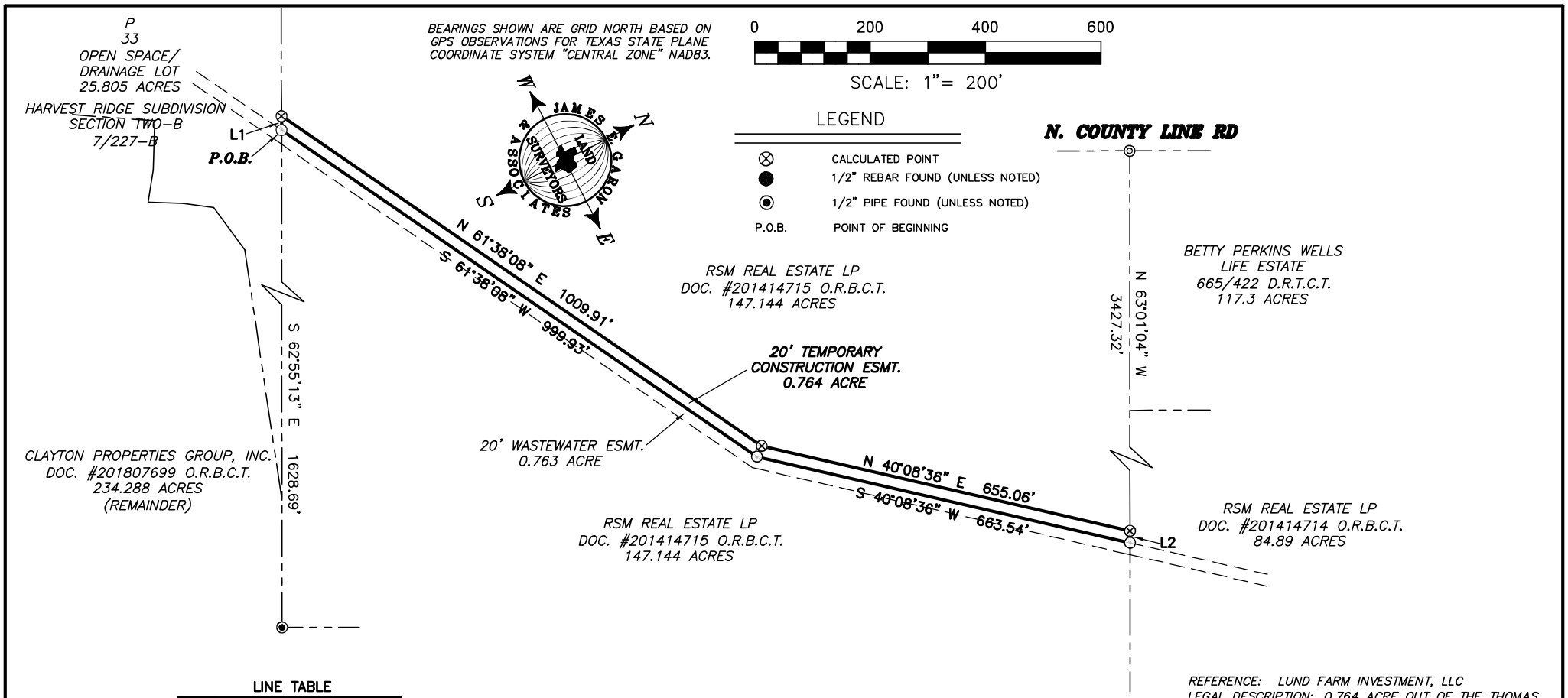
THENCE crossing said RSM Real Estate LP 147.144 acre tract, N 61°38'08" E a distance of 1009.91 feet to an angle point and N 40°08'36" E a distance of 655.06 feet to a point for corner in the northerly line of said RSM Real Estate LP 147.144 acre tract and the south line of that certain 84.89 acre tract of land conveyed to RSM Real Estate LP by deed recorded in Document #201414714 of said official records from which a 1/2" iron pipe found in the easterly margin of County Line Road for the northwesterly corner of said to RSM Real Estate LP 147.144 acre tract and the southwesterly corner of that certain 117.3 acre tract of land conveyed to Betty Perkins Wells by deed recorded in Volume 665, Page 422 deed records, Travis County, Texas bears N 63°01'04" W a distance of 3427.32 feet;

THENCE S 63°01'04" E a distance of 20.54 feet along said line to a 1/2” iron rod with cap stamped “JE Garon RPLS 4303” set for the northeasterly corner hereof;

THENCE crossing said RSM Real Estate LP 147.144 acre tract, S 40°08'36" W a distance of 663.54 feet to a 1/2” iron rod with cap stamped “JE Garon RPLS 4303” set for angle point and S 61°38'08" W a distance of 999.93 feet to the **POINT OF BEGINNING,** containing 0.764 acre of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Co\Bastrop\Subd\Lund Farms\20tempwwesmt2 legal



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°55'13" W	24.28'
L2	S 63°01'04" E	20.54'

REFERENCE: LUND FARM INVESTMENT, LLC
LEGAL DESCRIPTION: 0.764 ACRE OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTARCT 20, BASTROP COUNTY, TEXAS.

FIELD BOOK: B-724/13
FILE: Server\Co\Bastrop\Subd\Lund Subd\24824-CD.dwg

STATE OF TEXAS
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James E. Garon
APRIL 18, 2024

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jgaron@austin.rr.com

June 14, 2024

20' PERMANENT WASTEWATER EASEMENT
RSM REAL ESTATE LP 84.89 ACRE TRACT

LEGAL DESCRIPTION: BEING A 0.754 ACRE TRACT OR STRIP OF LAND, TWENTY (20') FEET IN WIDTH, LYING IN AND BEING A PORTION OF THAT CERTAIN 84.89 ACRE TRACT OF LAND CONVEYED TO RSM REAL ESTATE LP BY DEED RECORDED IN DOCUMENT #201414714, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.754 ACRE TRACT OR STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN APRIL, 2024:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of that certain 147.144 acre tract of land conveyed to RSM Real Estate LP by deed recorded in Document #201414715 of said official records and the southerly line of said RSM Real Estate LP 84.89 acre tract from which a 1/2" iron pipe found in the easterly margin of County Line Road for the northwesterly corner of said to RSM Real Estate LP 147.144 acre tract and the southwesterly corner of that certain 117.3 acre tract of land conveyed to Betty Perkins Wells by deed recorded in Volume 665, Page 422 deed records, Travis County, Texas bears N 63°01'04" W a distance of 3447.86 feet;

THENCE crossing said RSM Real Estate LP 84.89 acre tract the following three (3) calls:

1. N 40°08'36" E a distance of 244.19 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
2. N 19°56'35" E a distance of 707.08 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
3. N 27°31'43" E a distance of 690.69 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of said RSM Real Estate LP 84.89 acre tract and the southerly line of that certain 569.717 acre tract of land conveyed to Lund Farm Investment LLC by deed recorded in Document #202126260 of said official records;

THENCE S 62°29'06" E a distance of 20.00 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for the northeasterly corner hereof from a 1" iron pipe found for a corner of said Lund Farm Investment LLC 569.717 acre tract bears S 62°29'06" E a distance of 9.81 feet and a 1/2" iron rod found for the northeasterly corner of said RSM Real Estate LP 84.89 acre tract bears S 62°45'02" E an additional distance of 2084.50 feet;

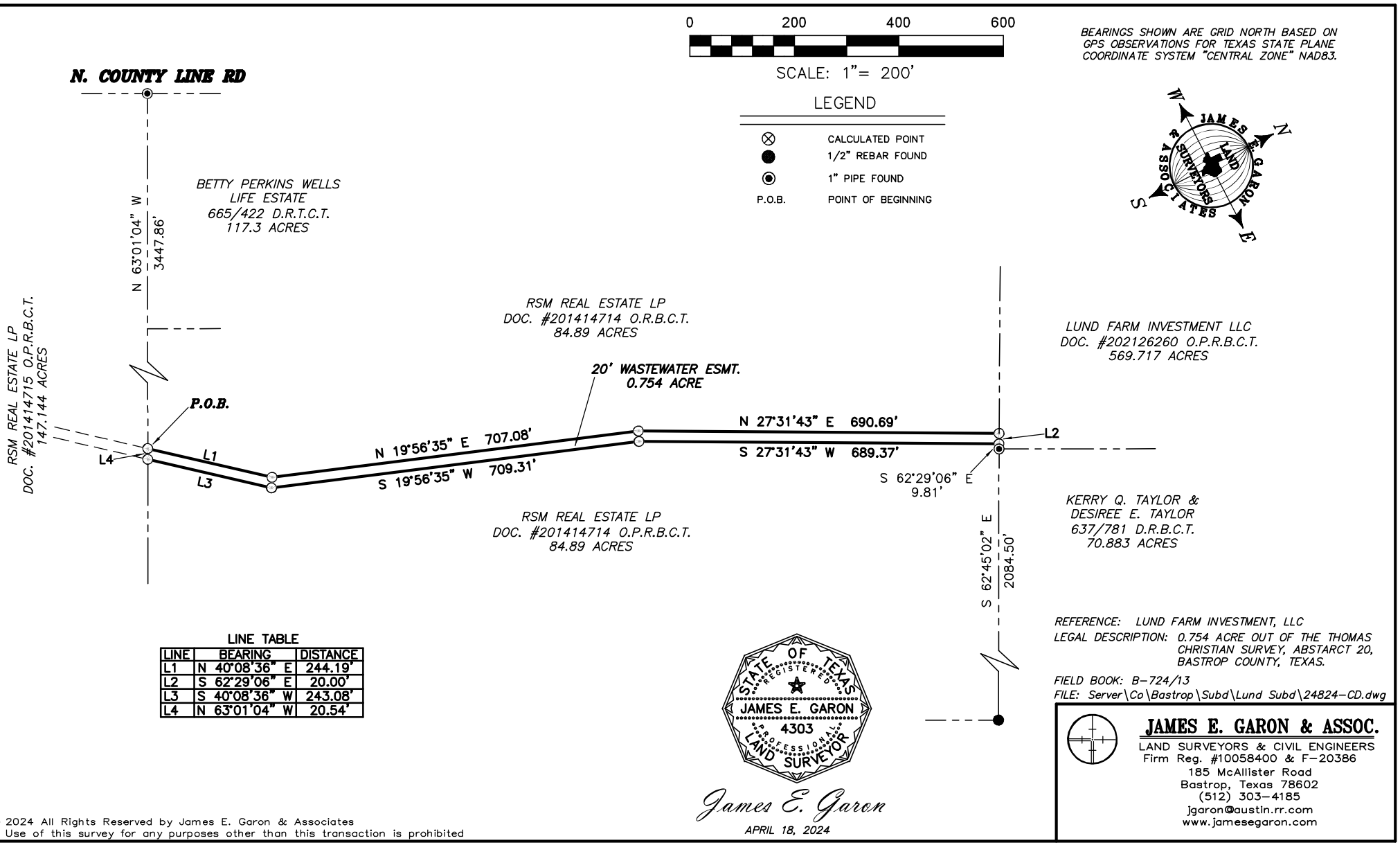
THENCE crossing said RSM Real Estate LP 147.144 acre tract the following three (3) calls:

1. S 27°31'43" W a distance of 689.37 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
2. S 19°56'35" W a distance of 709.31 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
3. S 40°08'36" W a distance of 243.08 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the southerly line of said RSM Real Estate LP 84.89 acre tract and the northerly line of said RSM Real Estate LP 147.144 acre tract for the southeasterly corner hereof;

THENCE N 63°01'04" W a distance of 20.54 feet to the **POINT OF BEGINNING,** containing 0.754 acre of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Co\Bastrop\Subd\Lund Farms\20wwesmt3 legal



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 40°08'36" E	244.19'
L2	S 62°29'06" E	20.00'
L3	S 40°08'36" W	243.08'
L4	N 63°01'04" W	20.54'

REFERENCE: LUND FARM INVESTMENT, LLC

LEGAL DESCRIPTION: 0.754 ACRE OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTARCT 20, BASTROP COUNTY, TEXAS.

FIELD BOOK: B-724/13

FILE: Server\Co\Bastrop\Subd\Lund Subd\24824-CD.dwg

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APRIL 18, 2024

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June 14, 2024

20' TEMPORARY WORKSPACE EASEMENT
RSM REAL ESTATE LP 84.89 ACRE TRACT

LEGAL DESCRIPTION: BEING A 0.754 ACRE TRACT OR STRIP OF LAND, TWENTY (20') FEET IN WIDTH, LYING IN AND BEING A PORTION OF THAT CERTAIN 84.89 ACRE TRACT OF LAND CONVEYED TO RSM REAL ESTATE LP BY DEED RECORDED IN DOCUMENT #201414714, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.754 ACRE TRACT OR STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN APRIL, 2024:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the northerly line of that certain 147.144 acre tract of land conveyed to RSM Real Estate LP by deed recorded in Document #201414715 of said official records and the southerly line of said RSM Real Estate LP 84.89 acre tract from which a 1/2" iron pipe found in the easterly margin of County Line Road for the northwesterly corner of said to RSM Real Estate LP 147.144 acre tract and the southwesterly corner of that certain 117.3 acre tract of land conveyed to Betty Perkins Wells by deed recorded in Volume 665, Page 422 deed records, Travis County, Texas bears N 63°01'04" W a distance of 3447.86 feet;

THENCE N 63°01'04" W a distance of 20.54 feet to a point for corner;

THENCE crossing said RSM Real Estate LP 84.89 acre tract the following three (3) calls:

1. N 40°08'36" E a distance of 245.27 feet to an angle point;
2. N 19°56'35" E a distance of 704.84 feet to an angle point;
3. N 27°31'43" E a distance of 692.01 feet to a point in the northerly line of said RSM Real Estate LP 84.89 acre tract and the southerly line of that certain 569.717 acre tract of land conveyed to Lund Farm Investment LLC by deed recorded in Document #202126260 of said official records;

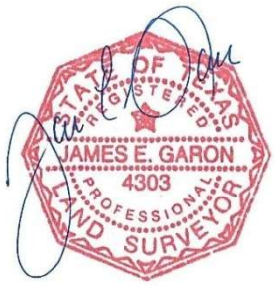
THENCE S 62°29'06" E a distance of 20.00 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for the northeasterly corner hereof from a 1" iron pipe found for a corner of said Lund Farm Investment LLC 569.717 acre tract bears S 62°29'06" E a distance of 29.81 feet and a 1/2" iron rod found for the northeasterly corner of said RSM Real Estate LP 84.89 acre tract bears S 62°45'02" E an additional distance of 2084.50 feet;

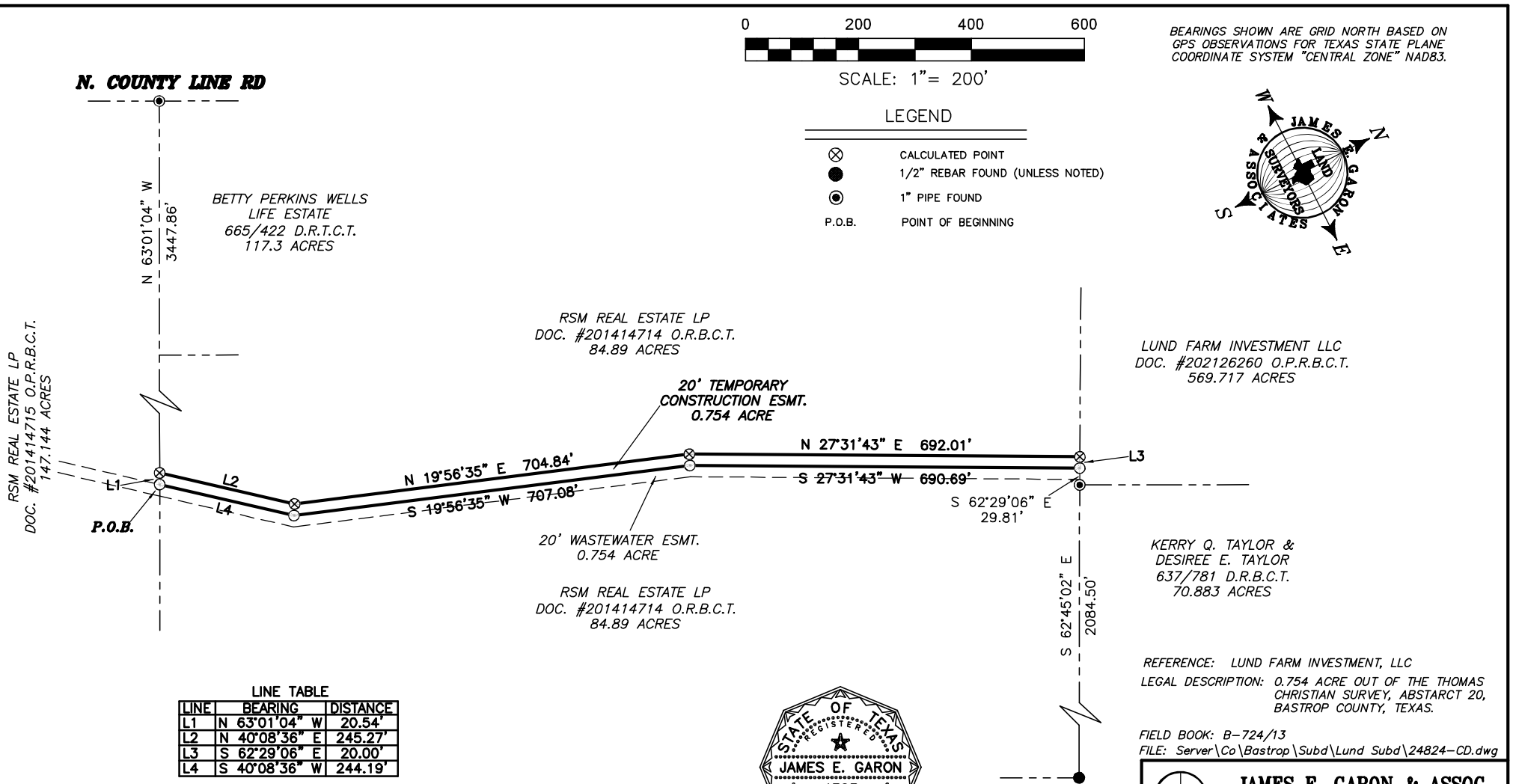
THENCE crossing said RSM Real Estate LP 147.144 acre tract the following three (3) calls:

1. S 27°31'43" W a distance of 690.69 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
2. S 19°56'35" W a distance of 707.08 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for angle point;
3. S 40°08'36" W a distance of 244.19 feet to the **POINT OF BEGINNING,** containing 0.754 acre of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Co\Bastrop\Subd\Lund Farms\20tempwwesmt3 legal





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°01'04" W	20.54'
L2	N 40°08'36" E	245.27'
L3	S 62°29'06" E	20.00'
L4	S 40°08'36" W	244.19'

REFERENCE: LUND FARM INVESTMENT, LLC

LEGAL DESCRIPTION: 0.754 ACRE OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTARCT 20, BASTROP COUNTY, TEXAS.

FIELD BOOK: B-724/13

FILE: Server\Co\Bastrop\Subd\Lund Subd\24824-CD.dwg

STATE OF TEXAS
REGISTERED
JAMES E. GARON
4303
PROFESSIONAL
LAND SURVEYOR

James E. Garon

APRIL 18, 2024

JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
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jgaron@austin.rr.com
www.jamesegaron.com

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PARKS & RECREATION SPRING BREAK SCHEDULE

MON 17

TOUCH-A-TRUCK | FREE
4 - 7PM | ELGIN MEMORIAL PARK

Safely see, touch and explore working trucks and machinery from Elgin and the surrounding area.

TUES 18

RETURN OF SKATE NIGHT | FREE
4 - 8PM | ELGIN RECREATION CENTER

Help kick off our season of skating, scootering, rollerblading and more with obstacles, refreshments and music!

WED 19

NATURE NIGHT | FREE
6PM - 8PM | ELGIN REC CENTER

Meet animals, learn about the importance of nature and craft using the world around you to connect with nature!

THURS 20

NIGHT SKY EXPLORERS | FREE
6PM - 9PM | THOMAS MEMORIAL PARK

Spend a night under the stars crafting, learning constellations, and enjoying an evening filled with s'mores!

FRI 21

COMMUNITY POTLUCK | FREE
6PM - 8PM | VETERANS MEMORIAL PARK

Bring your favorite dish and get ready to mingle. Let's celebrate our community with good food and good company.

MORE INFO: HTTPS://SECURE.RECL[illegible]LOG

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.