



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
April 1, 2025
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

VI. PUBLIC COMMENT

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

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

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

VII. ANNOUNCEMENTS

- 1. Elgin Police Department Station Ribbon Cutting**
- 2. Music in the Park at Veterans Memorial Park**
- 3. Elgin Music Festival**
- 4. Elgin Parks and Recreation is Now Hiring Lifegaurds**
- 5. Events at Elgin Library and Parks & Rec**

VIII. PRESENTATION

- 1. Presentation of the Annual Racial Profiling Report by Dr. Del Carmen**

IX. CITY MANAGERS REPORT

X. CONSENT AGENDA

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

- 1. City Council Regular Meeting Minutes - March 18, 2025**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER No. 3 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 14 FOR THE PISTOL HILL BOOSTER STATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 4 FOR THE ROY RIVERS UTILITY EXTENSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES THAT**

INCLUDE CULTURAL RESOURCES DESKTOP REVIEW AND REPORT FOR THE KENNEDY STREET AND COUNTY LINE ROAD WIDENING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH STEPHANIE VICTORIA ROSS AND TROY PHILIP ROSS, OWNERS OF 402 TAYLOR ROAD AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

XI. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT, FOR REPAIRS TO THE DECK AT 114 CENTRAL AVE, THE HISTORIC FREIGHT DEPOT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
- 2. AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (Lipiec)**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN ENGINEERING 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 (GONZALEZ)**

XII. 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.**

XIII. RECONVENE

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

XIV. 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 Thursday, March 27, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in dark ink, appearing to read "Peyton Standifer". The signature is written in a cursive, flowing style.

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 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 APPROXIMATELY 2.306 ACRES OF LAND FROM "I" GENERAL INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Hear public comment on the proposed zoning change.

BACKGROUND:

The Planning and Zoning Commission held the first of two required public hearings on this zoning change request from "I" General Industrial District to "C-2" General Commercial District on March 24, 2025; this is the second of the two required hearings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Elgin Business Park Lot 3 Proposed Rezone Ordinance
2. 1122 & 1126 Swenson Blvd Rezoning Application
3. Elgin Business Park Lot 3 Survey

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

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

ORDINANCE NO. 2025-04-01-_____

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on March 24, 2025, and

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

WHEREAS, on April 1, 2025, after proper notification, the City Council held a public hearing on the requested change, and

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

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

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

I.

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

II.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 1st day of April 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

NON-PDD REZONING APPLICATION

Date: 2/26/25

SITE INFORMATION

Project Address: 1122 & 1126 SWENSON BLVD ELGIN TX 78621

Parcel Identification Number (if no address): 133003

APPLICANT

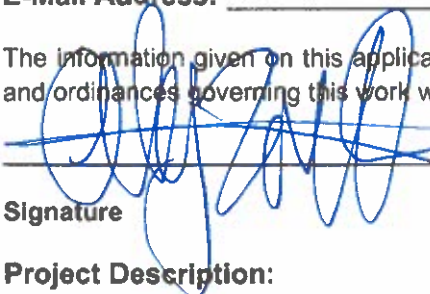
Name: ALLAN TOLBERT

Postal Address: 1126 SWENSON BLVD STE A ELGIN, TX 78621

tolbertproperties@paintingsmart.com; packykid@msn.com; thawkinslive@outlook.com

E-Mail Address: see above; Phone Number: 512-619-6658

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

 ALLAN TOLBERT 2/26/25
Signature Printed Name Date

Project Description:

TBD- request for future development.

I am writing to formally request a rezone for parcel number 133003. Currently, this
parcel is zoned as I-General Industrial District. We would like to change it to C-2
General Commercial District. We believe that any future developments on this property
will fall under the C-2 classification, and we would like to preemptively request this
change before any future developments commence. Thank you for your assistance
with this process. Please let me know if you need any additional information or if there
are any further steps we need to take to move this request forward.



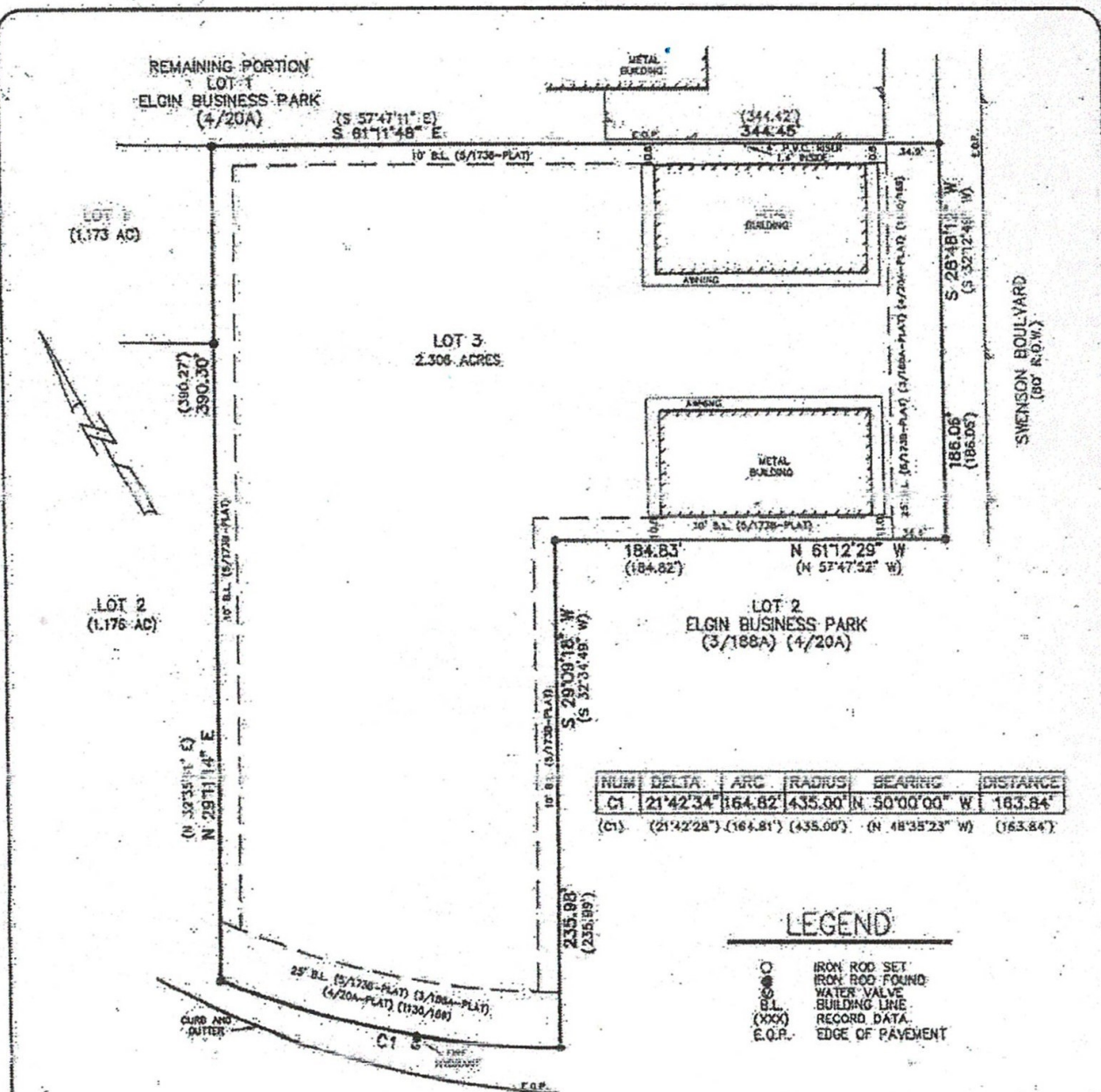
802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



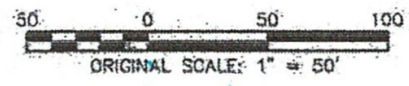
www.elgintexas.gov



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°42'34"	164.82'	435.00'	N 50°00'00" W	163.84'
(C1) (21°42'28") (164.81') (435.00') (N 48°35'23" W) (163.84')					

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- WATER VALVE
- BUILDING LINE
- (XXX) RECORD DATA
- E.O.P. EDGE OF PAVEMENT



HORIZONTAL CONTROL (BEARING BASE) PER ORD NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83.

NOTE: THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS, AND/OR RESERVATIONS (3/188A - PLAT) (4/20A - PLAT) (5/173B - PLAT) (11/6/2000) (11/30/1999). RIGHTS OF THE CITY OF ELGIN, TEXAS, TO THE USE AND MAINTENANCE OF WATER, GAS, AND/OR ANY OTHER UTILITY LINE(S).

FLOOD NOTE: THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48230C 0025 E. DATED JAN. 18, 2008. EXAMINING THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY. DOES NOT DENOTE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY.

TO THE OWNERS AND LENDERS:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IN ON THE ORIGINAL SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, GRANTS, NOT RELEASED AND NOT SHOWN HEREON.

Richard Ralph 03/17/2017
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

RICHARD RALPH
PROFESSIONAL LAND SURVEYOR

REG. PROFESSIONAL LAND SURVEYOR: 4758
PH: (512) 303-0052 116 TARRANT DRIVE
PROPLANDS@GMAIL.COM BASTROP, TEXAS 78002



REFERENCE:

SMART CORPORATION

LEGAL DESCRIPTION:
LOT 3, ELGIN BUSINESS PARK AMENDED PLAT OF A PORTION OF LOT 1, A SUBDIVISION IN THE CITY OF ELGIN PER (5/173B), PLAT RECORDS, BASTROP COUNTY, TEXAS

DRAWN: PRR DATE: 03/17/2017 PROJECT NO.: 1703E
CHECKED: CRR REVISED: FIELD BOOK: 154/22
© 2017, RICHARD RALPH, PROFESSIONAL LAND SURVEYOR



JOIN US FOR



Music In the Park

FRIDAYS



IN APRIL & MAY

*Veterans
Memorial Park*

6 - 9 PM

HEADLINER AT 7 PM

200 BLOCK OF DEPOT, ELGIN, TX 78621

SPONSORED BY

ELGIN MAIN STREET * DOWNTOWN ELGIN INC.

FRIENDS OF ELGIN PARKS * CITY OF ELGIN * JEFF & GENA CARTER

2nd Annual
ELGIN MUSIC FESTIVAL
April 10th-13th, 2025





NOW HIRING LIFEGUARDS

BECOME A SUMMER LIFEGUARD

MORRIS MEMORIAL POOL LIFEGUARDS
\$15/HOUR | 20 - 25 HOURS A WEEK
PAID TRAINING | UNIFORMS PROVIDED

PREREQUISITES: MINIMUM AGE: 15 YEARS; SWIM 100 YARDS CONTINUOUSLY; TREAD WATER FOR 2 MINUTES USING ONLY THE LEGS; COMPLETE A TIMED EVENT WITHIN 50 SECONDS BY STARTING IN THE WATER, SWIM 20 YARDS, SUBMERGE TO A DEPTH OF 4 FEET TO RETRIEVE A 10-POUND OBJECT, RETURN TO THE SURFACE AND WALK BACK TO RETURN TO THE STARTING POINT AND EXIT THE WATER.

WEEKLY SWIM TEST TRAINING DAYS TUESDAYS AND THURSDAYS 6PM - 8PM AND SATURDAYS 10AM - 12PM

APPLY IN PERSON AT THE RECREATION CENTER
PROVIDE PHOTO ID, BIRTH CERTIFICATE AND
SOCIAL SECURITY CARD. DRUG TEST REQUIRED.

SLOW FLOW YOGA

WITH MELODIE

FRIDAYS 9:00AM - 10:00AM
ELGIN RECREATION CENTER

MEMBERS: FREE
NON-MEMBERS: \$5/CLASS



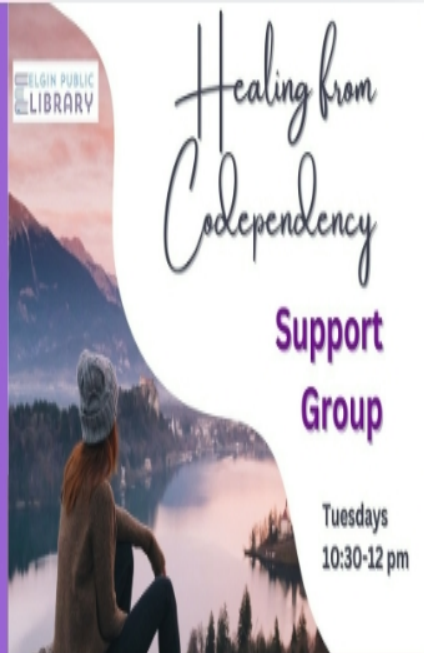
OUR SLOW STRETCH YOGA CLASS OFFERS SPECIFIC EXERCISES DESIGNED TO HELP STUDENTS NURTURE THEIR BODIES. WHETHER YOU'RE LOOKING TO IMPROVE FLEXIBILITY OR ENJOY SELF-CARE TIME, THIS CLASS IS FOR YOU!




TAI CHI

AS A MARTIAL ART WITH BOAZ

SATURDAYS | 10:00AM - 11:30AM
ELGIN RECREATION CENTER | MEMBERS: FREE | NON-MEMBERS: \$5



ELGIN PUBLIC LIBRARY

Healing from Codependency

Support Group

Tuesdays
10:30-12 pm

ELGIN LIBRARY & PARKS & REC

SENIOR COFFEE SOCIAL CLUB

MONDAY - SATURDAY | 8:00AM-11:00AM | FREE FOR 55+

ELGIN RECREATION CENTER, 361 N. HWY 95, ELGIN, TX 78621

Our patrons aged 55+ are invited to sit and enjoy a cup of coffee and socialize with one another in the Lobby after participating in our Fitness Programs.



All Week Arts & Crafts at

ELGIN PUBLIC LIBRARY

Senior Games

Every Wednesday 1pm-4pm



404 N. Main
ELGIN PUBLIC LIBRARY

Bilingual Story TIME

Every Wednesday at 10:30am




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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the Annual Racial Profiling Report by Dr. Del Carmen

DEPARTMENT: Police

PROPOSED ACTION: View the video at

<https://elgintexas.gov/DocumentCenter/View/11596/ElginPD2024-Dr-Del-Carmen-Presentation> or through the Newsflash on the City's website.

BACKGROUND:

The Elgin Police Department contracts with Del Carmen Consulting, LLC., to provide analysis of data collected from all vehicle stops and any subsequent searches to identify any patterns of behavior or bias by officers of the Elgin Police Department. The data collected is used to prepare a Racial Profiling Report as mandated by state law. Dr. Alex Del Carmen has prepared a presentation of his findings for the City Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No action is necessary

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - March 18, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve minutes

BACKGROUND:

The Elgin City Council held a regular meeting on March 18, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the minutes as they are presented

ATTACHMENTS:

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

CALL TO ORDER

Mayor McShan called the meeting to order at 6:30 P.M.

ROLL CALL

Mayor McShan called roll call. Council Members Love and Rodriguez were absent. Council Member Gibson motioned to excuse Council Members love and Rodriguez. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried. Council Member Dennis arrived at 6:32 P.M.

Present:

Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member Ward 1
Arthur Gibson III, Council Member Ward 1
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 Tern Ward 4
Forest L. Dennis, Council Member Ward 4

Absent:

YaLecia Love, Council Member Ward 2
Al Rodriguez, Council Member Ward 3

Staff:

Isaac Turner, Interim City Manager
Peyton Standifer, City Secretary
Michael Gonzalez, Public Works Director
Beau Perry, Development Services Director/ City Engineer
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Esmeralda Rangel, Assistant City Secretary
Bryan Heinrich, Police Officer

INVOCATION

Council Member Callahan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Tiffany St. Pierre, 18737 Golden Eagle Way, stated her concern about the lack of emergency medical services, and the Seton deal that had not yielded the expected results.

Wes Callais, 18304 Willow Sage Lane, stated his concern after the fire department's struggle with a water hydrant that had been turned off. Mr. Callais expressed his unhappiness at the occurrence and questioned why the fire hydrant was not functioning.

ANNOUNCEMENTS

Kristina Alvarez, Elgin Main Street Manager, provided the announcements to Council. The Farmers Market is every Thursday, and the Parks and Recreation Department is hosting their free Spring Break Activities this week.

CITY MANAGERS REPORT

Isaac Turner, Interim City Manager, stated that there were four reports from various Boards and Commissions and the annual Racial Profiling Report from the Elgin Police Department available for Council's review. Mr. Turner asked for questions or comments.

- 1. Library Advisory Board Quarterly Report**

Council had no questions or comments.

- 2. Historic Review Board Quarterly Report**

Council had no questions or comments.

- 3. Parks and Recreation Advisory Board Quarterly Report**

There were no questions from Council. Council Member Casnovsky reminded everyone that the Parks and Rec Board were in need of applicants to be members.

- 4. Planning and Zoning Commission Quarterly Report**

Council had no questions or comments.

- 5. Annual Racial Profiling Report**

There were no questions from Council.

CONSENT AGENDA

- 1. City Council Regular Meeting Minutes - March 4, 2025**

This item was approved on the consent agenda.

- 2. CONSIDER REQUEST TO CLOSE DEPOT STREET FOR THE COMMUNITY POTLUCK ON FRIDAY, MARCH 21, 2025 FROM 5PM-9PM.**

This item was approved on the consent agenda.

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

This item was approved on the consent agenda.

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 19 WITH BAIRD/WILLIAMS CONSTRUCTION FOR THE ELGIN POLICE DEPARTMENT PROJECT BID PACKAGE #2, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

This item was approved on the consent agenda.

5. **Continue Agreement for Management of Community Services Department and Public Information Officer (PIO) Services**

This item was approved on the consent agenda.

Mayor Pro Tem Brashar motioned to approve the Consent Agenda as presented. Council Member Dennis seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PROPOSALS FOR ENGINEERING SERVICES FOR SURVEY AND ENVIRONMENTAL REVIEW OF THE WASTEWATER PLANT II PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

Mayor McShan read the item title. Michael Gonzalez, Public Works Director, briefly explained to the Council that the proposed engineering services for the Wastewater Plant Project were to ensure the City is doing their due diligence. There were no questions or comments from the Council.

Mayor Pro Tem Brashar motioned to approve the resolution. Council Member Swain seconded the motion. All voted in favor. The motion carried.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR PASS THROUGH WASTEWATER SERVICE AT THE POTH TRACT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

Mayor McShan read the title of the item. Michael Gonzalez, Public Works Director, explained that the amendment would allow the City to share the expense of new meters with Crossroads Utilities, and the meters are easier for staff to read. Council Member Dennis motioned to approve the resolution. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES FOR THE RECRUITMENT OF FINANCE DIRECTOR, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)**

Mayor McShan read the title of the item. Pamela Sanders, Human Resources Director, was available for questions. There were no questions or comments from Council. Council Member Casnovsky motioned to approve the resolution. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

4. **Receive Update, and Provide Direction to the Emergency Medical Services (EMS) Subcommittee**

Mayor Pro Tem Brashar addressed the council to report that the subcommittee was building relationships with ESD No. 3 with various meetings, and attending their board meetings. Mr. Turner and Chief Noble are set to meet with Travis County to discuss the situation, as well. The subcommittee agrees that they are close to finding an agreeable solution. Mr. Turner

recommends a meeting between all four involved entities to discuss operations once they are on-site. Mayor Pro Tem suggests an inter-local agreement be made. Mr. Turner answered questions from Council Members. Mayor Pro Tem Brashar stated that whatever solution is found will be brought back to Council and presented. Mr. Turner invited Commissioner Keith Simpson from ESD No. 3 to speak to Council, where he assured Council that ESD No. 3 is committed to making the City of Elgin part of the EMS system and is willing to assist in any way needed. Mayor McShan invited Rusty Wood, Acadian Medical Services, to address Council to state that we will be in good hands with ESD No. 3, the City of Elgin will not be "left hanging" with regard to service, and Acadian recommends partnering with ESD No. 3 because an EMS system is better than a single EMS vehicle. Council Member Casnovsky questioned whether the City of Elgin could possible enter into an agreement with ESD No. 3 to serve Elgin residents in Travis County. Mr. Turner responded in the affirmative. Commissioner Simpson stated that ESD No. 3 is planning to contract with Acadian and will be assuming the current contract that Bastrop County has with Acadian. Council Member Casnovsky thanked ESD No. 3, Acadian, and the sub-committee for working to find a solution. Mr. Turner summarized the next steps in the process. Mayor McShan asked for head nods from each of the Council Members to indicate their understanding, and received them from each Council Member.

EXECUTIVE SESSION

Mayor McShan read the item titles for the Executive Session. The City Council adjourned the meeting into Executive Session at 6:59 PM.

- 1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**
- 2. 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.**
- 3. Section 551.074, Texas Government Code, (Personnel Matters) to discuss executive recruitments**

RECONVENE

Mayor McShan reconvened the meeting into open session at 8:42 PM. No action was taken.

ADJOURNMENT

Michael Gonzalez, Public Works Director, informed Council about the new audio visual equipment that was installed in the Council Chambers, and about the technical difficulties that were experienced during the meeting. Council Member Swain reminded everyone about Relay for Life. Mayor McShan adjourned the meeting at 8:43 PM.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER No. 3 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve

BACKGROUND:

These three changes to the project create value and are not overly expensive. The walk-through gate allows ease of access to the generator flue tank, the oil drip solenoid is essential to not waste oil, and the air release valve decreases the amount of air in the water lines before they reach the water plant.

BUDGET/FINANCIAL IMPACT:

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

Original Contract Amount	Previously Approved Change Order Amount	Current Contract Amount	Proposed Change Order Amount	Revised Contract Amount
\$1,756,379.00	\$104,189.00	\$1,860,568.00	\$9,125.00	\$1,869,693.00

RECOMMENDATION:

Review and approve as presented.

ATTACHMENTS:

1. RESRCONo3well17
2. Change Order No. 3 - Letter to City

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

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

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

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

RESOLUTION NO. 2025-04-01-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE CHANGE ORDER No. 3 FOR THE WELL 17
PROJECT AND MAKING CERTAIN FINDINGS RELATED
THERTO.**

WHEREAS, the City of Elgin Water system is finishing a well project that provides drinking water to the system and;

WHEREAS, staff has identified certain value added changes to the project also verified by the engineer that include an extra gate, solenoid for oil and an air release valve and;

WHEREAS, staff now recommends approval of these changes listed in the agreement for more efficient operations,

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

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

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 12, 2025

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

**Re: Elgin Water Well No. 17
Change Order No. 3**

Dear Mr. Gonzalez:

Attached please find Change Order No. 3 for the above referenced project. This change order is for the addition of a 1" air release valve on the flush line discharge, the addition of a solenoid valve on the oiler line, and the addition of a man gate on the fence by the generator.

The change order has been approved by this office and will increase the current contract amount by \$9,125.00. The new contract amount will be \$1,869,693.00. Please execute and forward a digital copy to TRC at wwachel@trccompanies.com.

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

Sincerely,

A handwritten signature in blue ink that reads 'William A. Wachel'.

William Wachel, P.E.
Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACT CHANGE ORDER NO. 3
WATER WELL NO. 17 - 460216

OWNER:	<u>City of Elgin</u>
CONTRACTOR:	<u>Hydro Resources Mid Continent, Inc.</u>
ORIGINAL CONTRACT AMOUNT:	<u>\$1,756,379.00</u>
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	<u>\$104,189.00</u>
CURRENT CONTRACT AMOUNT:	<u>\$1,860,568.00</u>
ORIGINAL CONTRACT TIME (DAYS):	<u>365</u>
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	<u>0</u>
CURRENT CONTRACT TIME (DAYS):	<u>365</u>
CURRENT FINAL COMPLETION DATE:	<u>6/24/2024</u>

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
P.A.1	For the installation of 1" Air Release Valve on the flush line discharge.	1	LS	\$3,300.00	\$3,300.00
P.A.2	For the installation of solenoid valve on the oiler line.	1	LS	\$3,175.00	\$3,175.00
P.A.3	For the installation of walk through gate.	1	LS	\$2,650.00	\$2,650.00
TOTAL COST OF THIS CHANGE ORDER:					<u>\$9,125.00</u>

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	<u>\$9,125.00</u>
REVISED CONTRACT AMOUNT:	<u>\$1,869,693.00</u>
NET CHANGE IN CONTRACT TIME (DAYS):	<u>0</u>
REVISED CONTRACT TIME (DAYS):	<u>365</u>
REVISED FINAL COMPLETION DATE:	<u>6/24/2024</u>

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

Isaac Turner, City of Elgin - Interim City Manager

Date

3/12/2025

William Wachel, P.E., Regional Vice President
TRC Engineers, Inc.

Date

3/12/2025

Joshua Buse, Project Manager
Hydro Resources Mid Continent, Inc.

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 14 FOR THE PISTOL HILL BOOSTER STATION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve.

BACKGROUND:

This is a routine payment request for the project, staff and the engineer have reviewed the work and the quantities and hereby approve the request.

BUDGET/FINANCIAL IMPACT:

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

Current Contract Amount	Amount This Estimate	Previous Payments	Total Amount Remaining (Including Retainage)
\$4,783,599.25	\$121,948.30	\$4,421,199.69	\$240,451.26

RECOMMENDATION:

Approve the resolution as it is presented.

ATTACHMENTS:

1. RESRpayapp14 pistol hill
2. #14 Pay App Qty's - Elgin Pistol Hill-

{ } 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. 2025-04-01-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE PAY REQUEST No. 14 FOR THE PISTOL
HILL BOOSTER STATION PROJECT AND MAKING
CERTAIN FINDINGS RELATED THERTO.**

WHEREAS, the City of Elgin Water system is finishing a water storage project that provides drinking water to the system and;

WHEREAS, the City staff have reviewed and overseen the work that obliges this pay application and;

WHEREAS, staff now recommend approval of these changes listed in the agreement for more efficient operations,

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

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

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 17, 2025

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

**RE: Pistol Hill Booster Station Improvements
GLO Contract No. 22-082-009-D207
Pay Request No. 14**

Dear Mr. Gonzalez:

Enclosed for consideration by the City of Elgin is the Pay Estimate No. 14 for IECONI inc. Please see the following table for a summary of the contract and payment amounts.

Current Contract Amount	Amount This Estimate	Previous Payments	Total Amount Remaining (Including Retainage)
\$4,783,599.25	\$121,948.30	\$4,421,199.69	\$240,451.26

It is recommended that payment be made in the amount of **\$121,948.30** at the City's earliest convenience. Please sign and forward a digital copy to IECONI inc. at raghu.iver@ieconi.com, Grantworks at allison.land@grantworks.net, and TRC at wwachel@trccompanies.com. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

William Wachel, P.E.
Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosure

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No:	14	Application Period:	From: 11/01/2024	To: 12/31/2024	Application Date:	1/31/2025
Owner:	City of Elgin	Engineering Firm:	TRC	Engineer:	William Wachel	
Project:	Pistol Hill Booster Station	Contractor's Project No:	2023-003	Engineer's Project No:	22-082-009-D207	
				Owner's Project No:		

Change Order Summary

Description	Qty	Rate	Amount
CO1.1	LS		4,487.47
CO1.2	LS		3,103.00
CO1.3	LS		4,085.00
CO2.1	LS		57,981.76
CO2.2	LS		(90.00)
			-
			-
Total Change Orders		\$	69,567.23

Current Retainage Percentage	5.00%
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Isaac Turner

Interim City manager

512-281-5724

isaac.turner@elgintexas.gov

Michael Gonzalez

City of Elgin

Public Works Director

(512) 285-6645

mgonzalez@ci.elgin.tx.us

Contract Payment Summary

1	Original Contract	\$	1,967,138.12
2	Supplemental Items	\$	2,746,893.90
3	Change Orders	\$	69,567.23
4	Total Contract (Sum 1-3)	\$	4,783,599.25
5	Original Contract Completed		\$1,967,138.12
6	Supplemental Items Completed	\$	2,746,893.90
7	Change Orders Completed	\$	69,567.23
8	Material on Hand		-
9	Total Completed to Date (Sum 5-8)		\$4,783,599.25
10	Retainage - Original Contract	\$	98,356.91
	Retainage - Supplemental Items	\$	137,344.70
12	Retainage - Change Orders	\$	3,478.36
13	Retainage - Materials	\$	1,271.30
14	Total Retainage (Sum 10-13)	\$	240,451.26
15	Amount Eligible to Date (Line 9 - Line 14)		\$4,543,147.99
16	Less: Previous Payments	\$	4,421,199.69
17	Amount Due on this Payment Application		\$121,948.30
18	Balance to Finish, Plus Retainage	\$	240,451.26

PAYMENT ABOVE		
Raghu Iyer		1/31/2025
REQUESTED BY:	CONTRACTOR SIGNATURE:	DATE:
PAYMENT ABOVE		3/17/2025
SIGNATURE	ENGINEER: William Wachel	DATE:
PAYMENT ABOVE		
APPROVED BY:	OWNER:	DATE:

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No: 14			Application Period:	From: 11/1/2024	To: 12/31/2024	Application Date 1/31/2025		5%		
ITEM	QTY	UNIT	UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
Base Bid										
P.1	1	LS	For furnishing the required Performance and Payment Bonds for the project, as described in these specifications \$ 50,000.00	\$50,000.00	1.0000	1.0000	\$0.00	\$50,000.00	\$0.00	\$2,500.00
P.2	1	LS	For furnishing the mobilization to the site at project commencement and demobilization from the site at project end, as described in these specifications \$ 243,703.00	\$243,703.00	0.8500	1.0000	\$36,555.45	\$243,703.00	\$0.00	\$12,185.15
P.3	1	LS	For furnishing all labor, materials, equipment, and superintendence for the completion and installation of all site work, including gravel access road, chain link fence, masonry fence, entrance gate, drainage ditch, and site grading, as specified and shown on the plans. \$ 207,118.14	\$207,118.14	0.9000	1.0000	\$20,711.81	\$207,118.14	\$0.00	\$10,355.91
P.4	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of all site piping, including valves, gauges, pipe supports, manholes, and fittings, as specified and shown on the plans \$ 668,065.15	\$668,065.15	0.9800	1.0000	\$13,361.30	\$668,065.15	\$0.00	\$33,403.26
P.5	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of a flow meter vault, including access hatch, flow meter, and sump pump, as specified, and shown on the plans \$ 70,315.08	\$70,315.08	1.0000	1.0000	\$0.00	\$70,315.08	\$0.00	\$3,515.75
P.8	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of two (2) vertical turbine pumps, as specified and shown on the plans \$ 224,672.96	\$224,672.96	0.9800	1.0000	\$4,493.46	\$224,672.96	\$0.00	\$11,233.65

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No: 14			Application Period:	From: 11/1/2024	To: 12/31/2024	Application Date 1/31/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
P.9	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of all pump and tank electrical equipment and instrumentation, as specified, and shown on the plans	\$ 31,361.94	\$31,361.94	1.0000	1.0000	\$0.00	\$31,361.94	\$0.00	\$1,568.10
P.11	1	LS	For furnishing all superintendence of the SCADA integration for the new equipment, to be performed by CP USA Control Panels USA Inc., contact representative Jonathan Vasquez 512-863-3224, as specified, and shown on the plans	\$ 51,608.10	\$51,608.10	0.5000	1.0000	\$25,804.05	\$51,608.10	\$0.00	\$2,580.41
P.12	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of one (1) new 480 V/ 800 A Motor Control center (MCC), including concrete pad, as specified, and shown on the plans	\$ 226,273.89	\$226,273.89	0.9800	1.0000	\$4,525.48	\$226,273.89	\$0.00	\$11,313.69
P.13	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of all equipment to modify the existing Motor Control center (MCC-I), 600 A, 480 V, as specified and shown on the plans	\$ 33,373.82	\$33,373.82	0.9800	1.0000	\$667.48	\$33,373.82	\$0.00	\$1,668.69
P.14	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of one (1) new 480 V/ 800A Automatic Transfer Switch (ATS), including concrete pad, as specified, and shown on the plans	\$ 12,605.79	\$12,605.79	1.0000	1.0000	\$0.00	\$12,605.79	\$0.00	\$630.29
P.15	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of one (1) new 208/120 V, 100 A, Mini Power Center (MPC-I), including concrete pad, as specified, and shown on the plans	\$ 26,472.15	\$26,472.15	0.9800	1.0000	\$529.44	\$26,472.15	\$0.00	\$1,323.61

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No: 14			Application Period:	From: 11/1/2024	To: 12/31/2024	Application Date 1/31/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
P.16	1	LS	For furnishing all labor, materials, equipment, and superintendence to complete the entire project for those work items not described in other bid items, including wiring and conduit, duct banks, trenching, backfill, as described in these plans	\$ 45,933.37		1.0000	1.0000	\$0.00	\$45,933.37	\$0.00	\$2,296.67
P.17	1	LS	For furnishing all labor, materials, equipment, and superintendence for maintaining trench and/or excavation safety according to OSHA Standards, as specified and shown on the plans	\$ 37,817.36		0.9500	1.0000	\$1,890.87	\$37,817.36	\$0.00	\$1,890.87
P.18	1	LS	For furnishing all labor, materials, equipment, and superintendence for installing Loaming and Hydroseeding, including watering and acquiring sufficient growth coverage, complete in place	\$ 12,605.79		0.6500	1.0000	\$4,412.03	\$12,605.79	\$0.00	\$630.29
P.19	1	LS	For preparation and maintenance of Storm Water Pollution Prevention Plan (SWP3) including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractor's Notice of Intent application fee costs for the annual Water Quality fee, Costs for personnel to inspect the SWP3's protective measures, costs for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter (if required), and all other requirements found in the TPDES General Permit No. TXR IS0000	\$ 25,211.58	\$25,211.58	1.0000	1.0000	\$0.00	\$25,211.58	\$0.00	\$1,260.58
					\$ 1,967,138.12			\$112,951.37	\$1,967,138.12	\$0.00	\$98,356.91

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No: 14			Application Period:	From: 11/1/2024	To: 12/31/2024	Application Date 1/31/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
Alternate Bid Items											
P.A.1	1	LS	For the removal and replacement of the discharge valves and piping on existing vertical turbine pumps number 2, 3 and 4, including extension of the existing concrete pads, and addition of new pipe supports, as detailed in the specifications and drawings, complete in place	\$ 168,514.06	\$168,514.06	1.0000	1.0000	\$0.00	\$168,514.06	\$0.00	\$8,425.70
P.A.3	1	LS	For replacement of the clamp on flow meter on the 16" discharge line, as detailed in the specifications and drawings, complete in place	\$ 36,621.58	\$36,621.58	1.0000	1.0000	\$0.00	\$36,621.58	\$0.00	\$1,831.08
P.A.4	1	LS	For furnishing and installing the 1,000,000-gallon ground storage tank, including tank foundation, painting, site work, and disinfection, in lieu of the 750,000-gallon storage tank in the Base Bid, as detailed in the specifications and drawings, complete in place	\$ 2,198,903.67	\$2,198,903.67	1.0000	1.0000	\$0.00	\$2,198,903.67	\$0.00	\$109,945.18
P.A.6	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of one (1) new 450 kW emergency standby generator, including concrete foundation, in lieu of the 200-kW generator in the Base Bid, as detailed in the specifications and drawings, complete in place	\$ 304,316.44	\$304,316.44	1.0000	1.0000	\$0.00	\$304,316.44	\$0.00	\$15,215.82

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No: 14			Application Period:	From: 11/1/2024	To: 12/31/2024	Application Date 1/31/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
P.A.7	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of an asphalt access drive in lieu of the gravel access drive in the Base Bid, as detailed in the specifications and drawings, complete in place	\$ 38,538.15		0.6000	1.0000	\$15,415.26	\$38,538.15	\$0.00	\$1,926.91
					\$38,538.15						
					\$2,746,893.90			\$15,415.26	\$2,746,893.90	\$0.00	\$137,344.70
Change Orders											
CO1.1	1	LS	Excavation of large concrete sections located and excavation for the 1.0 MG tank	\$ 4,487.47	\$4,487.47	1.000	1.000	\$0.00	\$4,487.47	\$0.00	\$224.37
CO1.2	1	LS	Excavation and demolition of a manhole located during excavation for the 1.0 MG tank	\$ 3,103.00	\$3,103.00	1.000	1.000	\$0.00	\$3,103.00	\$0.00	\$155.15
CO1.3	1	LS	Excavation and removal of a valve and the adjoining pipe located in the area of 1.0 MG tank during general excavation	\$ 4,085.00	\$4,085.00	1.000	1.000	\$0.00	\$4,085.00	\$0.00	\$204.25
CO2.1	1	LS	The relocation of the 12" water system feed pipe by installation of a new 12" PVC pCi9p0e0, d PuVcCti le iron fittings, trenching and backfill, testing and disinfection, and all other requirements for installation of new potable water distribution piping.	\$ 57,981.76	\$57,981.76	1.000	1.000	\$0.00	\$57,981.76	\$0.00	\$2,899.09
CO2.2	1	LS	Correction of amount on CO2.1	\$ (90.00)	(\$90.00)	1.000	1.000	\$0.00	(\$90.00)	\$0.00	(\$4.50)
					\$69,567.23			\$0.00	\$69,567.23	\$0.00	\$3,478.36
Totals					\$4,783,599.25			\$128,366.63	\$4,783,599.25	\$-	\$239,179.96

Project: City of Elgin
Job Number: 22-082-009-D207
Owner: City of Elgin
Payment Application #: 14
Progress or Final: Progress

Total Contract: \$ 4,783,599.25
Payment Amount: \$ 121,948.30
Application From: 11/01/2024
Application To: 12/31/2024

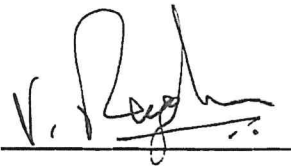
Improvements have been constructed and completed in full compliance with the above referenced contract and the agreed plans and specifications by the Contractor.

All bills have been paid or will be paid from contract funds by the contractor and there are no outstanding claims for labor or materials furnished upon said job.

This affidavit is being made by the contractor realizing that it is in reliance upon the truthfulness of the statements contained herein that a request for full settlement of the balance due on said Contract is being made. The contractor releases all liens, claims, and rights to assert a lien on said premises and agrees to indemnify and hold the Project Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees, and attorney fees arising out of or in any relation to claims for unpaid labor or materials used in associated with the constructions improvements on the above-described project.

Contractor:

Signature:



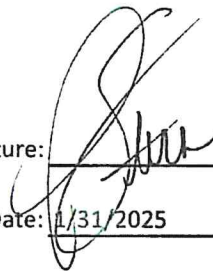
Date: 1/31/2025

Printed Name: Raghu Iyer

Title: CEO

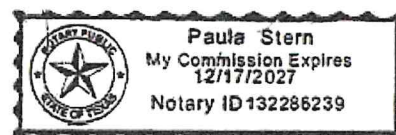
Notary:

Signature:



Date: 1/31/2025

Stamp:



IECON, Inc.
2537 S Gessner Rd., Ste 126
Houston, TX 77063



PHONE: 713-885-1622

Project: City of Elgin
Job Number: 22-082-009-D207
Owner: City of Elgin
Payment Application #: 14

Total Contract: \$ 4,783,599.25
Payment Amount: \$ 121,948.30
Application From: 11/01/2024
Application To: 12/31/2024

On receipt by the Contractor of this document, of a check from the Project Owner (maker of check) in the sum of the amount payable to Contractor (payee or payees of check) 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 common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of the Project Owner located at the address identified above for the project listed above.

This release covers a progress payment to the signer for all labor, services, equipment, or materials furnished to the property or to the Contractor (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, deductions, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify 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, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Contractor:

Signature: N. Raghu

Date: 1/31/2025

Printed Name: Raghu Iyer

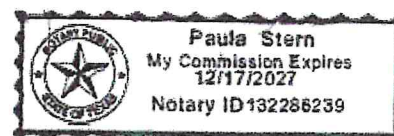
Title: CEO

Notary:

Signature: Paula Stern

Date: 1/31/2025

Stamp:





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 4 FOR THE ROY RIVERS UTILITY EXTENSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve

BACKGROUND:

This is a routine payment for the Utilities' extension on Roy Rivers Blvd to serve the retail development already briefed in previous meetings. This is also the final payment on this project. Staff is satisfied with the work.

BUDGET/FINANCIAL IMPACT:

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

Original Contract Amount	Net Change by Change Order Amount	Current Contract Price	Amount Due this Application
\$393,107.59	\$88,080.16	\$481,187.75	\$24,059.39

RECOMMENDATION:

Approve the resolution as it is presented.

ATTACHMENTS:

1. RESRpayappRoy rivers final
2. Pay App #4 (Final) - Roy Rivers Phase IV Utilities

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

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

RESOLUTION NO. 2025-04-01-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE PAY REQUEST No. 4 FOR THE ROY RIVERS
UTILITY EXTENSION PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERTO.**

WHEREAS, the City of Elgin Water system in partnership with the Economic development Corporation are finishing utility extensions off of Roy Rivers Boulevard and;

WHEREAS, payment for this work is routine in nature and this is the final pay request for the project and;

WHEREAS, staff now recommend approval of these changes listed in the agreement for more efficient operations,

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

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

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 19, 2025

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

**RE: Roy Rivers Phase IV Utilities
Pay Request No. 4**

Dear Mr. Gonzalez:

Enclosed for consideration by the City of Elgin is the Final Pay Request No. 4 for the above referenced project in the amount of **\$24,059.39**. The quantities have been reviewed by TRC, and it is recommended that the payment be made at the City's earliest convenience. 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 Atlas Construction Corp. at erika@atlasconstructiontx.com and TRC at wwachel@trccompanies.com. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "William Wachel", written over a horizontal line.

William Wachel, P.E.
Regional Vice President
Central Region
Civil, Municipal & Facilities

cc: Ms. Karol Jarmon, City of Elgin

Enclosure



Contractor's Application for Payment No. FINAL	
Application Period: 01/25/25 - 03/17/25	Application Date: 3/17/25
To (Owner): CITY OF ELGIN	From (Contractor): Atlas Construction
Project: ROY RIVERS PHASE IV UTILITIES	Contract: TRC ENGINEERS
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE.....	\$ 393,107.59
Number	Additions	2. Net change by Change Orders.....	\$ 88,080.16
CO1	\$87,742.54	3. Current Contract Price (Line 1 + 2).....	\$ 481,187.75
CO2	\$337.62	4. TOTAL COMPLETED AND STORED TO DATE	
		(Column F total on Progress Estimates).....	\$ 481,187.75
		5. RETAINAGE:	
		a. 5% X \$481,187.75 Work Completed.....	\$ 24,059.39
		b. 5% X Stored Material.....	\$ 24,059.39
		c. Total Retainage (Line 5.a + Line 5.b).....	\$ 48,118.78
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 433,068.97
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 433,068.97
		8. AMOUNT DUE THIS APPLICATION.....	\$ 433,068.97
		9. BALANCE TO FINISH, PLUS RETAINAGE	
		(Column G total on Progress Estimates + Line 5.c above).....	\$ 433,068.97
TOTALS	\$88,080.16		
NET CHANGE BY	\$88,080.16		
CHANGE ORDERS			

Contractor's Certification

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

Contractor Signature

By: Emilio Amador Date: 3/17/25

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)
is recommended by: Emilio Amador 03/19/2025 (Engineer) (Date)
Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)
is approved by: _____ (Owner) (Date)
Approved by: _____ (Inspector) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		ROY RIVERS PHASE IV UTILITIES					Application Number: 3														
Application Period:		01/25/25 - 03/17/25					Application Date: 3/17/25														
Bd Item No.		Item		A			B			C		D		E		F		G			
		Description		Contract Information			Total Value of Item (\$)			Estimated Quantity Installed		Value of Work Installed to Date		Materials Presently Stored (not in C)		Total Completed and Stored to Date (D + E)		% (F / B)		Balance to Finish (B - F)	
1.00		FOR FURNISHING THE MOBILIZATION TO THE SITE AT PROJECT COMMENCEMENT AND DEMOBILIZATION FROM THE SITE AT PROJECT END		1	LS	\$30,527.64	\$30,527.64			1		\$30,527.64				\$30,527.64	100.0%				
2.00		FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 6" DR 18 C900 PVC WATER LINE		15	LF	\$96.44	\$1,446.60			15		\$1,446.60				\$1,446.60	100.0%				
3.00		FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 12" DR 18 C900 PVC WATER LINE		1662	LF	\$95.02	\$157,923.24			1662		\$157,923.24				\$157,923.24	100.0%				
4.00		FOR FURNISHING ALL LABOR MATERIALS EQUIPMENT AND FOR INSTALLING 24" OD 1/4" SMOOTH STEEL CASING (BY OPEN CUT, INCLUDING 12" DR 18 C900 PVC PIPE)		75	LF	\$282.71	\$21,203.25			75		\$21,203.25				\$21,203.25	100.0%				
5.00		FOR FURNISHING AND INSTALLING 6" MJAWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEGA-LUG GLANDS AND CONCRETE COLLAR		3	EA	\$2,180.15	\$6,540.45			3		\$6,540.45				\$6,540.45	100.0%				
6.00		FOR FURNISHING AND INSTALLING 12" MJAWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEGA-LUG GLANDS AND CONCRETE COLLAR		4	EA	\$4,839.60	\$19,358.40			4		\$19,358.40				\$19,358.40	100.0%				
7.00		FOR FURNISHING AND INSTALLING MATERIALS, LABOR AND EQUIPMENT FOR INSTALLING NEW FIRE HYDRANT ASSEMBLIES		3	EA	\$5,791.25	\$17,373.75			3		\$17,373.75				\$17,373.75	100.0%				
8.00		FOR CONNECTION OF PROPOSED WATER LINE TO EXISTING 12" PVC WATER MAIN		1	EA	\$1,784.49	\$1,784.49			1		\$1,784.49				\$1,784.49	100.0%				
9.00		FOR FURNISHING ALL LABOR, MATERIAL AND EQUIPMENT FOR INSTALLATION OF INDUCTIVE TRACER WIRE FOR THE PROPOSED WATER MAIN AND CROSSING		1752	LF	\$1.99	\$3,486.48			1752		\$3,486.48				\$3,486.48	100.0%				
10.00		FOR FURNISHING AND INSTALLING DUCTILE IRON COMPACT MAIN LINE FITTINGS FOR THE PROPOSED WATER LINE TO INCLUDE MEGA LUG GLANDS		1.640	TON	\$9,634.52	\$15,800.61			1.64		\$15,800.61				\$15,800.61	100.0%				
11.00		FOR FURNISHING AND INSTALLING OSHA REQUIRED TRENCH EXCAVATION PROTECTION FOR ALL PROPOSED WATER LINES		1752	EA	\$1.60	\$2,803.20			1752		\$2,803.20				\$2,803.20	100.0%				
12.00		FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 0-6" DEPTH OF CUT		402	LF	\$69.25	\$27,838.50			402		\$27,838.50				\$27,838.50	100.0%				
13.00		FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 6'-12" DEPTH OF CUT		108	LF	\$77.64	\$8,385.12			108		\$8,385.12				\$8,385.12	100.0%				
14.00		FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 10" SDR 26 PVC (ASTM D-3034) SEWER PIPE COMPLETE IN PLACE AT 12'-16" DEPTH OF CUT		302	LF	\$83.19	\$25,123.38			302		\$25,123.38				\$25,123.38	100.0%				
15.00		FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND FOR INSTALLING 20" OD 3/8" SMOOTH STEEL CASING (BY OPEN CUT INCLUDING 10" SDR 26 PVC) GRAVEL BACKFILL		75	LF	\$206.71	\$15,503.25			75		\$15,503.25				\$15,503.25	100.0%				
16.00		FOR CONNECTION OF PROPOSED SANITARY SEWER LINE TO EXISTING 10" PVC SANITARY SEWER STUB-OUT		1	EA	\$1,227.86	\$1,227.86			1		\$1,227.86				\$1,227.86	100.0%				
17.00		FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO INSTALL 4" DIAMETER PRECAST CONCRETE MANHOLES (STANDARD 6" DEPTH)		4	EA	\$3,829.47	\$15,317.88			4		\$15,317.88				\$15,317.88	100.0%				
18.00		FOR FURNISHING ALL MATERIALS LABOR EQUIPMENT TO CONSTRUCT EXTRA DEPTH TO ALL STANDARD 4" DIAMETER MANHOLES		1	VF	\$304.38	\$304.38			1		\$304.38				\$304.38	100.0%				
19.00		FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO INSTALL RAVEN SERIES 405 LINING ON ALL SANITARY SEWER MANHOLES		24.0	VF	\$149.56	\$3,589.44			24		\$3,589.44				\$3,589.44	100.0%				
20.00		FOR FURNISHING AND INSTALLING OSHA REQUIRED TRENCH EXCAVATION PROTECTION FOR ALL PROPOSED SEWER LINES		812	LF	\$1.60	\$1,299.20			812		\$1,299.20				\$1,299.20	100.0%				

For (Contract):		ROY RIVERS PHASE IV UTILITIES		Application Number: 3		Application Date: 3/17/25			
Application Period: 01/25/25 - 03/17/25									
		A		B		C		D	
Est Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	F	
		Item Quantity	Units	Unit Price				Total Completed and Stored to Date (D + E)	% (F/B)
21.00	FOR FURNISHING ALL MATERIALS LABOR AND EQUIPMENT TO VIDEO THE PROPOSED SANITARY SEWER AND PROVIDE TO THE CITY	812	LF	\$10.70		\$8,688.40		\$8,688.40	100.0%
22.00	SNIPP	1	LS	\$7,592.07		\$7,592.07		\$7,592.07	100.0%
C01	6" DR PVC WATER LINE	13	LF	\$96.44		\$1,253.72		\$1,253.72	100.0%
C01	6" SEAT GATE VALVES	1.00	EA	\$2,180.15		\$2,180.15		\$2,180.15	100.0%
C01	CONNECT TO EXISTING WATER MAIN	5.00	EA	\$1,784.49		\$8,922.45		\$8,922.45	100.0%
C01	TRACER DETECTION WIRE	1033.00	LF	\$1.99		\$2,055.67		\$2,055.67	100.0%
C01	DI MAIN LINE FITTINGS	1.00	TON	\$9,634.52		\$9,634.52		\$9,634.52	100.0%
C01	OSHA TRENCHING (WATER LINES)	1033.00	LF	\$1.60		\$1,652.80		\$1,652.80	100.0%
C01	10" SEWER PIPE AT 0' 6" DEPTH	-25.00	LF	\$69.25		-\$1,731.25		-\$1,731.25	100.0%
C01	20" OD 3/8" SMOOTH STEEL CASING	-75.00	LF	\$3,829.47		-\$3,829.47		-\$3,829.47	100.0%
C01	4" DIAMETER MANHOLES	-1.00	EA	\$149.56		-\$149.56		-\$149.56	100.0%
C01	RAVEN SERIES LINING ON MANHOLES	-5.00	VF	\$1.60		-\$8.00		-\$8.00	100.0%
C01	OSHA TRENCHING (SEWER LINES)	-100.00	LF	\$1.60		-\$160.00		-\$160.00	100.0%
C01	VIDEO PROPOSED SANITARY SEWER	-100.00	LF	\$10.70		-\$1,070.00		-\$1,070.00	100.0%
C01	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 8" DR C900 PVC WATER LINE	987.00	LF	\$75.00		\$74,025.00		\$74,025.00	100.0%
C01	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 3/4" DR 18 C900 PVC WATER LINE	34.00	LF	\$90.00		\$3,060.00		\$3,060.00	100.0%
C01	FOR FURNISHING ALL LABOR MATERIAL, EQUIPMENT AND INSTALLING 8" MJ AWWA C515 RESILIENT SEAT GATE VALVES TO INCLUDE MEG-A-LUG GLANDS AND CONCRETE COLLAR	2.00	EA	\$4,000.00		\$8,000.00		\$8,000.00	100.0%
C02	10" SEWER PIPE AT 0' 6" DEPTH	292.00	LF	\$69.25		\$20,221.00		\$20,221.00	100.0%
C02	10" SEWER PIPE AT 6' 12" DEPTH	-302.00	LF	\$83.19		-\$25,123.38		-\$25,123.38	100.0%
C02	FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT INSTALLING 3/4" DR18 C900 PVC WATERLINE	36.00	LF	\$90.00		\$3,240.00		\$3,240.00	100.0%
C02	INSTALLING FIRE HYDRANT (FH PROVIDED BY CITY OF ELGIN)	1.00	EA	\$2,000.00		\$2,000.00		\$2,000.00	100.0%
Totals						\$481,187.75		\$481,187.75	

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF BURNET

Date:

Owner: City of Elgin

Contractor/Material
Provider ("Affiant"): Atlas Construction, Corp.

Project : Roy Rivers Boulevard Extension, Phase IV Utilities

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Elgin, Texas, for ownership, maintenance, and operation. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds City harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 18 day of March 2025

AFFIANT:

Signature:

Enika Sanchez

Typed Name:

Enika Sanchez

Initialed:

ES

PAGE 1 of 2

Title:

CRISTINA SANCHEZ

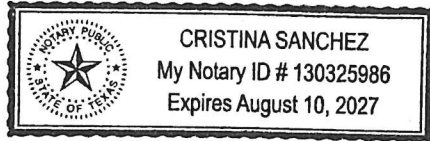
STATE OF TEXAS

COUNTY OF Burnet

BEFORE ME the undersigned authority on this day personally appeared Enka Sanchez, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of March, 2025

[S E A L]



Cristina Sanchez
Notary in and for the State of Texas

Name: Cristina Sanchez

August 10, 2027

My commission expires:

Initialed:

ES

PAGE 2 of 2



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES THAT INCLUDE CULTURAL RESOURCES DESKTOP REVIEW AND REPORT FOR THE KENNEDY STREET AND COUNTY LINE ROAD WIDENING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve

BACKGROUND:

This proposal is for the required study of County Line Road and Kennedy Street in response to comments from the Texas Historic Commission. The purpose of the Desktop Study is to identify previously documented resources within one (1) mile of the Project Area and to assess the potential for undocumented resources to be present within the Project Area and facilitate consultation with appropriate stakeholders. TRC now recommends the Texas Historic Commission to provide consultation and review the area along Kennedy Street, which in design, includes a stilling pond as part of the drainage improvements. This study is a necessary step in the process to be in compliance with the General Land Office. While the study was already completed, this allows the engineers to release the findings to the City and bill them for the work done. This study is necessary for compliance and keeps the project moving forward and on schedule.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the resolution as it is presented.

ATTACHMENTS:

1. RESRDesktop Review
2. Final-City of Elgin Desktop
3. Elgin County Line Road Phase II & Kennedy Street - Proposal for Engineering Services.

{ } 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. 2025-04-01-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES THAT INCLUDE CULTURAL RESOURCES DESKTOP REVIEW AND REPORT FOR THE KENNEDY STREET AND COUNTY LINE ROAD WIDENING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERTO.

WHEREAS, the City of Elgin is compelled to make certain studies on the construction projects at Kennedy Street and County Line Rd. and;

WHEREAS, staff has requested TRC engineers to start such studies and;

WHEREAS, staff now recommends approval of these agreements and studies to further these essential projects for the community,

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

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

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute an agreement as presented verbatim in the attached documents or agreements.

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

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

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



January 30, 2025

Jeff Durst, Regional Archeologist
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Subject: Desktop Study for the City of Elgin 22-085-029-D270 – Flood and Drainage Improvements Project

TRC Environmental Corporation (TRC), on behalf of the City of Elgin (City), is pleased to provide the results of a cultural resources desktop study for the proposed project activities within the boundaries of a combined 15.34-acre (ac) Flood and Drainage Improvement Project (Project) in the City of Elgin, Travis and Bastrop Counties, Texas (**Figure 1**). The area examined for the desktop study was based on the Area of Potential Effect (APE) KMZ provided to TRC on January 23, 2025. The purpose of the Desktop Study is to identify previously documented resources within one (1) mile of the Project Area and to assess the potential for undocumented resources to be present within the Project Area and facilitate consultation with appropriate stakeholders.

Project Location and Description

The Project has two separate tracts located in semi-urban and urban development areas. The APE of the Western Tract encompasses 12.52 ac on both sides and encompassing County Line Road from US Highway 290 to the northwest intersection of County Line Road and Briar Brush Lane (**Figure 2-1**). The area along County Line Road averages approximately 115 feet (35 meters) wide. At the northern extent of the APE in the Western Tract the proposed project work includes the reconstruction of a detention pond on the western side of County Line Road. The area associated with the detention pond is surrounded by modern residential developments and associated infrastructure. The APE also includes a 1,645 feet (502 m) eastern extension where a stormwater drainage will be constructed from County Line Road and drain into Elm Creek. This extension is approximately 59 feet (18 m) wide. The APE of the Eastern Tract encompasses 2.82 ac along 1,157 ft (352 m) of Kennedy Street between W Brenham Street and Central Ave (**Figure 2-2**). The APE in this area averages 70 feet (22 m) wide and covers portions of both sides of the roadways. A stilling pond is being proposed in the southwest corner of Kennedy Street and Central Ave. The stilling pond covers an area approximately 0.4 ac. The area associated with the Eastern Tract is heavily disturbed with the close quarter residential development, utility installations, and road construction.

Geology and Soils

According to the Geologic Atlas of Texas (Bureau of Economic Geology 1993), the underlying geology of the western tract is comprised of the Midway Group - Willis Point Formation and Kincaid Formation (Emi) and Fluvatile terrace deposits (Qt). The midway Group Formations dates to the Paleocene and consists of clay, silts, sand, and mudstone. While the Fluvatile terrace deposits dates to the Pleistocene consisting of gravel, sand silt and clay; and near the Colorado River dolomite, limestone, chert, quartz, and various igneous and metamorphic rocks. The underlying geology of the eastern tract is comprised of the Hooper Formation (Eh), which dates to

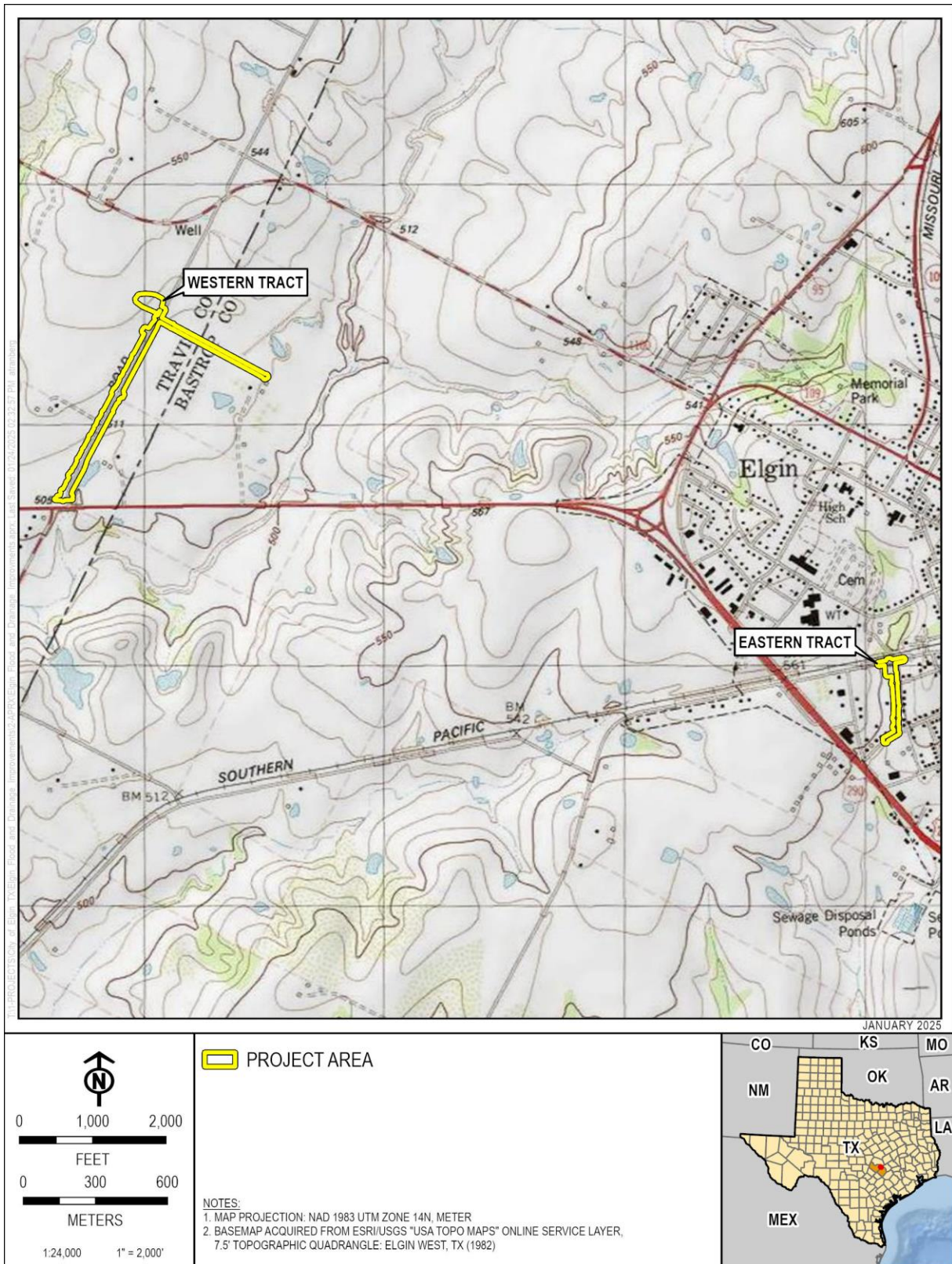


Figure 1. Project Location Map.

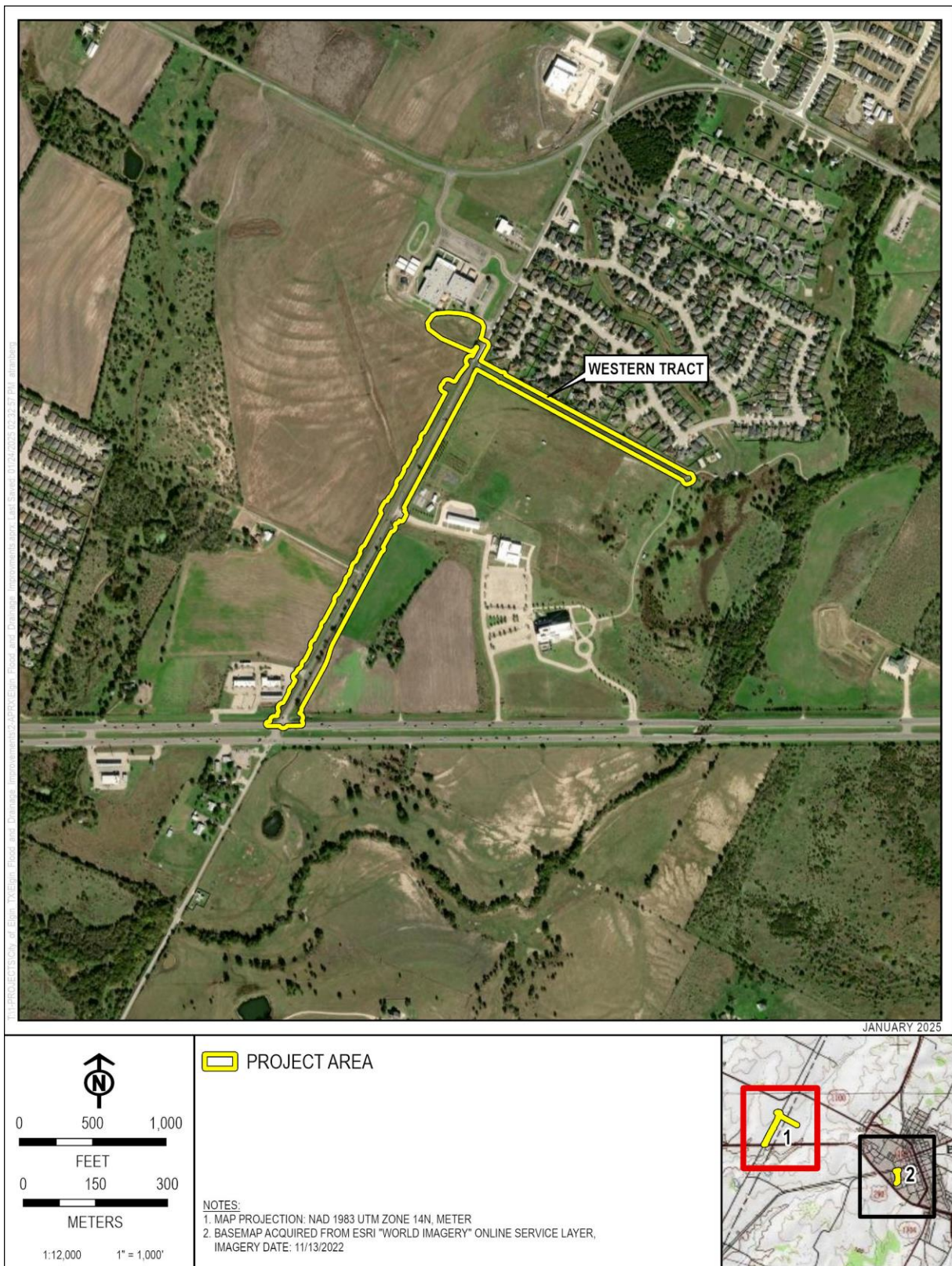


Figure 2-1: Project Location of the Western Tract.

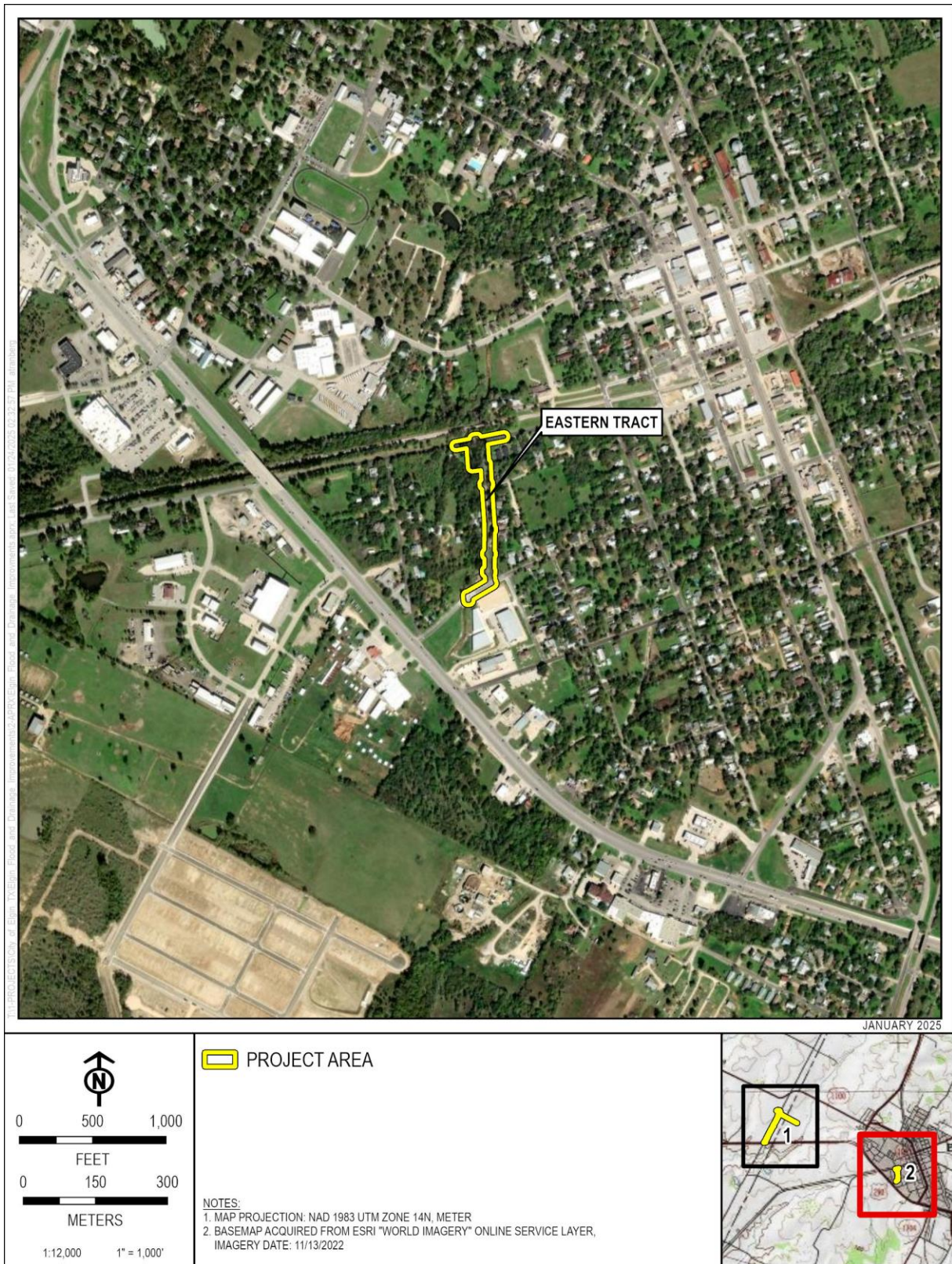


Figure 2-2: Project Location of the Eastern Tract.

the Eocene and consists of mudstone, sandstone, minor lignite, ironstone concretions, and local glauconite.

Table 1: Soil Series Mapped within the Project, Travis and Bastrop Counties, Texas.

Map Symbol	Soil Name	Drainage Classification	Typical Soil Profile	Parent Material (Formed In)
AfC	Edge fine sandy loam, 1 to 5% slopes	Well Drained	A: 0 to 12 in; fine sandy loam Bt1: 12 to 34 in; clay Bt2: 34 to 46 in; clay loam BCt: 46 to 50 in; clay loam C/B: 50 to 74 in; loam C: 74 to 80 in; silt loam	Loamy and clayey residuum derived from Eocene stratified sandstone and mudstone
CsC2	Crockett fine sandy loam, 2 to 5% slopes, eroded	Moderately Well Drained	A: 0 to 8 in; fine sandy loam Btss: 8 to 25 in; clay Btkss: 25 to 45 in; clay BCk: 45 to 53 in; clay Cdk: 53 to 72 in; clay loam	Loamy residuum weathered from shale of cretaceous age
HeB	Heiden clay, 3 to 5% slopes, eroded	Well Drained	A: 0 to 13 in; clay Bss: 13 to 22 in; clay Bkss: 22 to 58 in; clay CBdk: 58 to 80 in; clay	Clayey residuum weathered from mudstone
MaA/MaB	Mabank loam, 0 to 3% slopes	Moderately Well Drained	H1: 0 to 6 in; loam H2: 6 to 56 in; clay H3: 56 to 64 in; clay	Clayey alluvium of quaternary age derived from mixed sources
WIB/WsB	Wilson clay loam	Moderately Well Drained	Ap: 0 to 7 in; clay loam Btss: 7 to 31 in; clay Btkss: 31 to 36 in; clay Btkssyg: 36 to 42 in; clay Btkyg: 42 to 80 in; clay loam	Loamy and/or clayey alluvium derived from mudstone, Pleistocene age

Source: Soil Survey Staff (2024)

According to the USDA NRCS Web Soil Survey, seven soil types are mapped within the Project. See Table 1 below for further detail on the mapped soil types:

Soils formed in residuum tend to have thin deposits (e.g., Edge fine sandy loam, Crockett fine sandy loam, Heiden clay loam) and generally lack the conditions necessary for deeply buried cultural materials. Such landforms are considered to have low potential for deeply buried cultural resources; however, artifacts and/or features could be on or just beneath the ground surface.

Alluvial soils (e.g., Wilson clay loam, Mabank loam) could potentially hold intact and deeply buried or stratified cultural resources. Floodplains are subjected to increased fine-grained sediment loads when the banks of the waterway or river are breached resulting in upward aggregation or vertical accretion of the floodplain. Alluvial environments have been intensively used through time for hunting and gathering, as well as farming, and archeological remains are often incorporated into alluvial deposits (Waters 1992: 115).



Because these deposits can contain intact and stratified archeological deposits, they can provide a means to examine diachronic cultural relationships.

Cultural Resource Assessment

The Texas Historical Commission's Historic and Archeological Sites Atlas (THC-Atlas), National Register of Historic Places (NRHP), and historic topographic maps were reviewed to determine if the proposed Project would have potential to affect previously recorded cultural resources and the extent to which previous cultural resources surveys have overlapped with the Project.

TRC archeologists conducted an online records and archival search of the THC-Atlas for the Project Area on January 27, 2025. The THC-Atlas was reviewed for the presence of any of the following types of data within the Project Area and within one (1) miles of the Project Area: National Register of Historic Places (NRHP) properties and districts; Texas Historical Markers; State Antiquities Landmarks (SALs); National Historic Landmarks (NHLs); National Monuments; cemeteries; cultural resource surveys; and recorded archeological sites. The identification of previous work and potential sites assists in the development of field strategies based upon expected site densities. Additionally, the file search assists in ensuring that all previously documented archeological sites within the project area are relocated for the dual purpose of assessing the potential impacts of the proposed undertaking and assessing whether portions of the project area have been adequately surveyed by previous projects.

According to the THC-Atlas, eight (8) previous cultural resources surveys have been conducted within 1-mile of the Project Area; two of which intersect the Project Area (**Table 2**) (**Figures 3-1** and **3-2**). One survey (8500019988) was conducted in 2011 for the Austin Community College property and completely overlaps with the portion of the Project's Western Tract that extends east from County Line Road towards Elm Creek. The other survey (8500064679) was conducted in 2014 for the City of Elgin's Shenandoah Park Trail and overlaps with portions of the eastern extent of the Western Tract near Elm Creek. The file search determined that eight (8) previously recorded sites, comprised of five (5) historic and three (3) prehistoric, within 1-mile of the Project Area (**Table 3**). Site boundaries are not shown on the figures to maintain their confidentiality and ensure their preservation. One (1) site, 41BP855, is a historic house complex dated between 1920 and 1950 which is adjacent to, and may intersect, the eastern extent of the APE of the Western Tract. The site consists of a residential house, a garage, six associated outbuildings, and two wells; associated historic artifacts were identified during subsurface testing. The site was recommended not eligible for the NRHP. Three (3) cemeteries, nine (9) Historic Landmarks, and one (1) NRHP District are located within 1-mile of the Project Area, none of which intersect the APE (**Table 4**). The Elgin and Elgin Old Latin Cemeteries are adjacent to each other located off W. 2nd St., and both are considered Texas Historic Cemeteries.

Table 2: Previous CR Surveys within a 1.0-mile Radius of the Project Area.

Atlas ID Number	Project overlap	Report Year	Description
8400004314	No	Unknown	Unknown
8400008597	No	Unknown	Unknown

8500019988	Yes	2011	Sponsored by the Austin Community College the survey was conducted by Hicks & Co. with John Fulmer as the Principal Investigator. The surveyed was performed under TAC Permit # 5747.
8500064679	Yes	2014	Sponsored by the City of Elgin the survey was conducted by TRC in 2014 with Michael Quigg as the acting Principal Investigator. The intensive archeological survey was for the Shenandoah Park Trail, and was conducted under TAC Permit # 6987.
8500000351	No	1998	A reconnaissance survey sponsored by Elgin ISD.
8500009828	No	1997	A survey sponsored by Elgin ISD under TAC Permit # 2043. The survey overlaps Atlas ID 8500000351.
8500032547	No	2013	Sponsored by the City of Elgin and TXDOT the survey was conducted by TRC with Jodi A. Jacobson as the Principal Investigator. The survey was conducted under TAC Permit # 6500.
8400010797	No	2001	The monitoring survey was conducted by LRCA with Daniel J. Prikryl and Andrew F. Malof as the monitoring archeologists. The work was performed under TAC Permit # 2775.

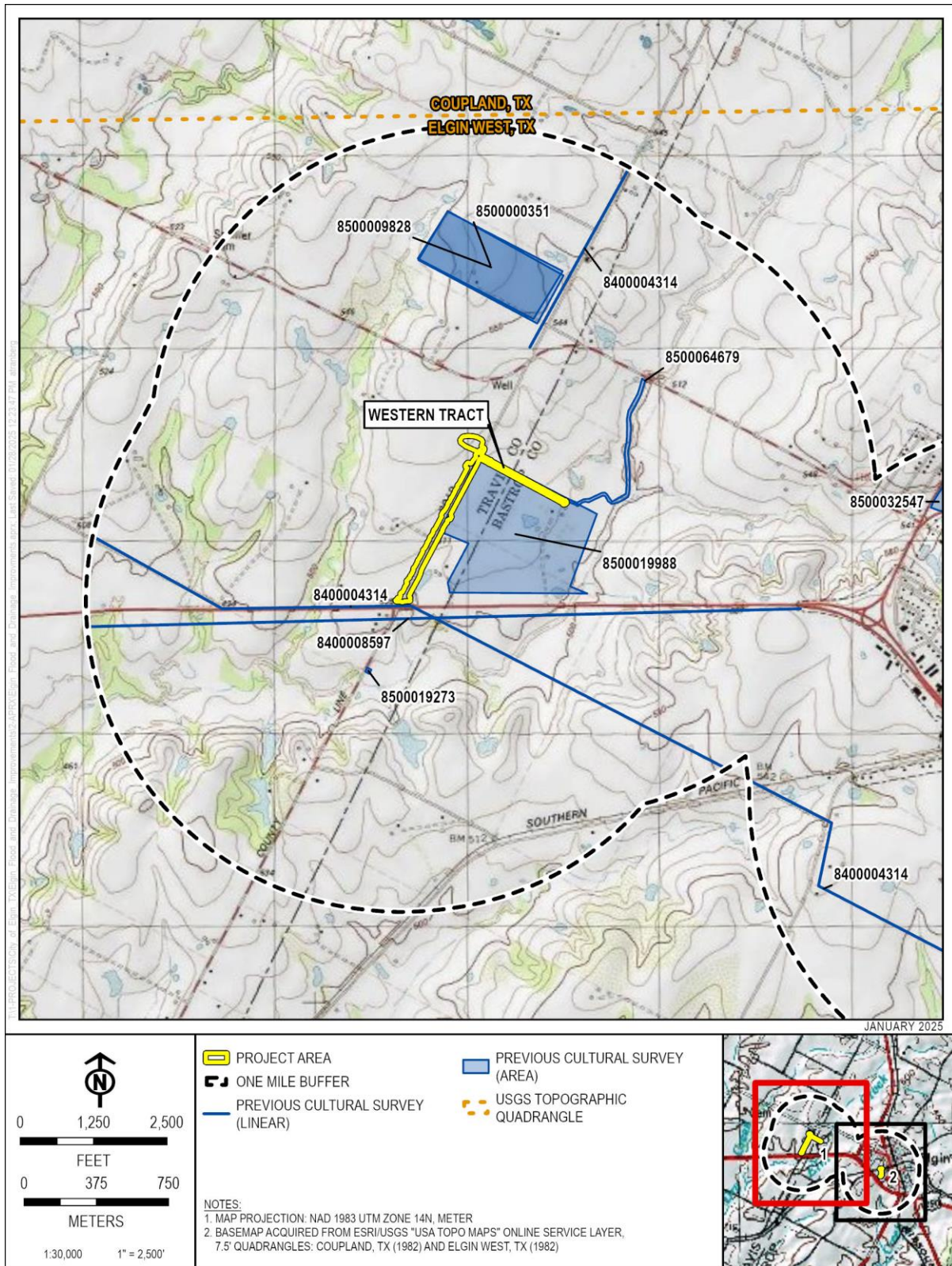


Figure 3-1. Previously recorded sites and surveys in the Western Tract of the Project Area.

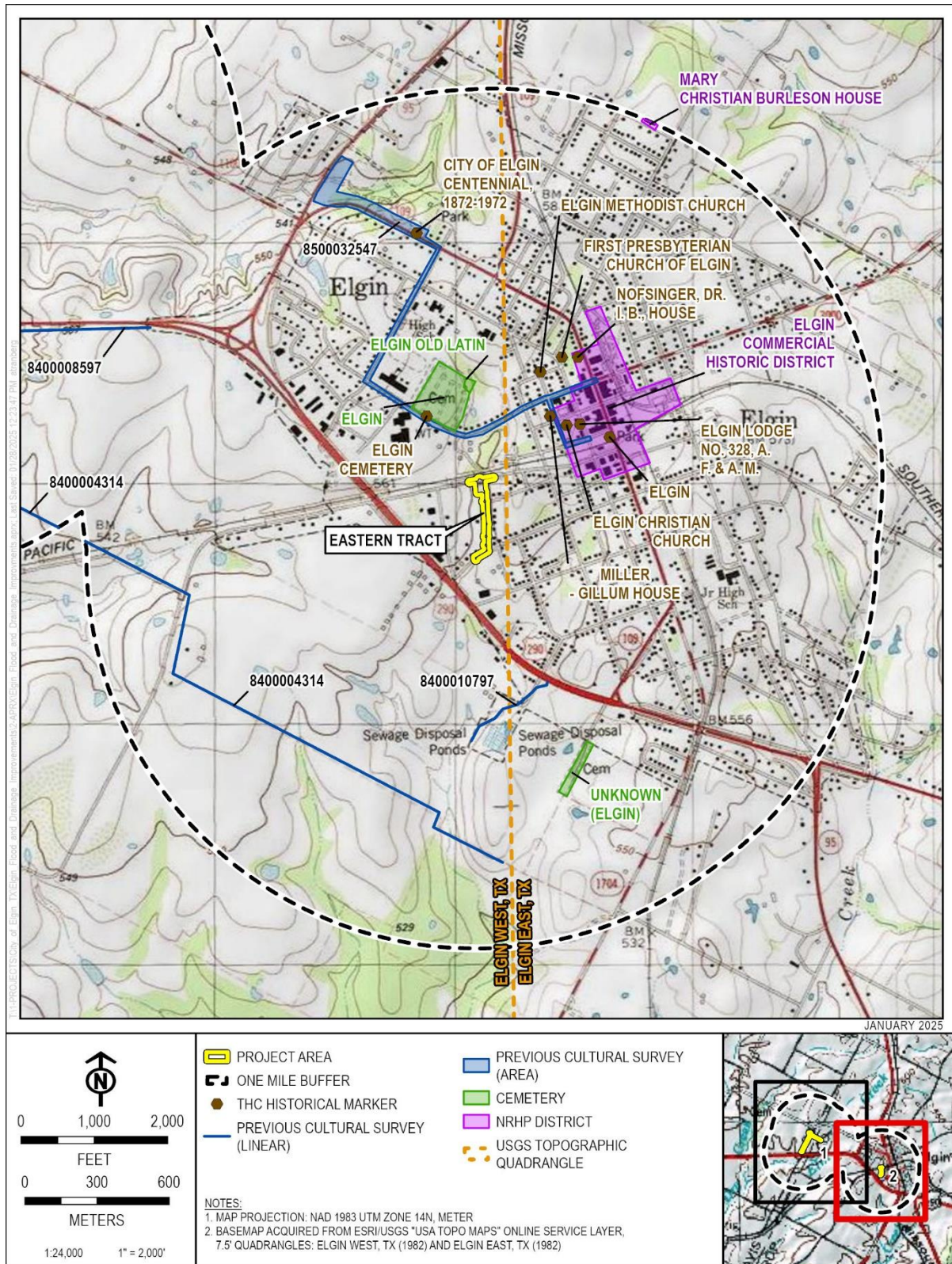


Figure 3-2. Previously recorded surveys and historical features in the Eastern Tract of the Project Area.

Table 3: Previous Sites within a 1.0-mile Radius of the Project Area.

Site #	Historic Name	Location	Status	Function
41BP855	Not Named	Intersecting the Western Tract	Ineligible	Historic house complex with associated artifacts dating between 1920 to 1950.
41BP541	Not Named	0.25 miles SW of Western Tract	Undetermined	Prehistoric open campsite/scatter of lithics and FCR
41TV1304	Not Named	0.61 miles SW of Western Tract	Undetermined	Prehistoric campsite/lithic scatter
41TV2605	CC-01	0.85 miles west of the Western Tract	Ineligible	Historic-age artifact scatter (mid-20th century)
41TV1864	Johnson Maresh Farm	0.5 miles north of the Western Tract	Ineligible	Historic farmhouse site
41BP542	Not Named	0.4 miles south of the Eastern Tract	Undetermined	Prehistoric campsite/lithic scatter
41BP540	Not Named	0.77 miles west of the Eastern Tract	Undetermined	Historic house site with cistern
41BP928	Mary Christian Burleson Homestead	1 mile north of the Eastern Tract	Listed with NRHP	Historic house complex with cisterns and associated middens/artifacts, dated

Historic Map Review

Historical United States Geological Survey (USGS) topographic maps and historic aerial imagery were also reviewed to assess the potential for encountering historical archeological sites or features. The 1885 *Bastrop, Texas* (scale 1:125,000) topographic map is the earliest recorded for the Project Area. The 1885 map depicts the Houston and Texas Central Railroad (now the Union Pacific Railroad) in its current alignment and the earliest structures in the Elgin NRHP District are present along the north side of the railroad. Except for the railroad, which is located near the northern extent of the Eastern Tract, no structures, roads, or infrastructure appear to be located within the current Project APE. The 1904 *Bastrop, Texas* (scale 1:125,000) USGS topographic map depicts some of the modern street alignments, both north and south of the railroad in the City of Elgin. The 1904 map also depicts some of the earlier structures to the west of the City surrounding Elm Creek near the Western Tract of the Project Area. By 1950 the city sprawl begins to take shape, with the City of Elgin's borders expanding out in all directions with increased urban development; it is also by this time that County Line Road has been established, with mapped structures and private roads off either side of County Line Rd. (USGS 1950) (**Figure 4**).

Table 4: Historical Properties, NRHP Properties/Districts, Historical Markers, or Cemeteries within a 1.0-mile Radius of the Project Area.

Number	Historic Name	Location	Year(s)	Status	Function
BP-C061	Unknown	E. Elgin, Ochoa St.	Unknown	Unknown	Cemetery
BP-C002	Elgin Cemetery	W. 2nd St.	1882 to present	Texas Historic Cemetery (1999)	Cemetery
BP-C139	Elgin Old Latin Cemetery	W. 3rd St.	1904 - 1985	Texas Historic Cemetery (2023)	Cemetery
9179	City of Elgin Centennial	N. Main St.	1972	Not a State Historic Landmark	Historical Marker
17444	Elgin Cemetery	W. 2nd St.	2001	Not a State Historic Landmark	Historical Marker
9182	Elgin Methodist Church	216 W. 3rd St.	1988	State Historic Landmark	Historical Marker
9189	First Presbyterian Church of Elgin	303 N. Avenue C	1997	Not a State Historic Landmark	Historical Marker
9214	Nofsinger, Dr. I. B., House	310 N. Main St.	1982	State Historic Landmark	Historical Marker
9211	Miller – Gillum House	100 N. Avenue B	1987	State Historic Landmark	Historical Marker
9180	Elgin Christian Church	17 N. Avenue B	1990	Not a State Historic Landmark	Historical Marker
9181	Elgin Lodge No. 328, A. F. & A. M.	30 N. Avenue C	1972	Not a State Historic Landmark	Historical Marker

Number	Historic Name	Location	Year(s)	Status	Function
9178	Elgin	109 Depot St.	1967	Not a State Historic Landmark	Historical Marker
96000024	Elgin Commercial Historic District	Along Main St., Avenue C., Central and Depot Aves., and 1st and 2nd Streets.	1850 - 1949	Listed with NRHP in 1996	NRHP District

Notably the structures associated with site 41BP855 near the Western Tract are depicted on the topographic map. Also, by 1948, Kennedy Street has been established with structures mapped along the eastern and western sides of the road.

A review of the historic aerial photographs of the Project Area was conducted using the Nationwide Environmental Title Research (NETR) website. Historic aerial photographs of the Project Area date back to 1937 with the most recent one dated to 2022. The 1937 aerial image depicts the Kennedy St. with residential structures along the east and west sides of the road. Around the Western Tract, along County Line Rd. the area is agricultural with few house complexes and large agricultural fields/pastures (NETR 2025). Throughout the mid-20th century, the Eastern Tract along Kennedy St. became more populated with the introduction of several more residential structures. The Western Tract remained largely agricultural with no new construction appearing until between 1995 and 2004, when the County Line Subdivision was developed north of the eastern extension of the Western Tract (NETR 2025).

Historical maps and aerial imagery indicate that there is a high probability of historic archeological resources, specifically in the vicinity of the Eastern Tract. However, continuous occupation, construction, and maintenance of civil infrastructure may have resulted in the removal or disturbance to the cultural resources. The Western Tract has largely been characterized by agricultural land-use. One set of historical features was identified in the aerial imagery as early as 1937 and is documented as site 41BP855. No farmstead complexes or structures are depicted within the Project APE in the available USGS topographic maps or aerial images. If historical resources are identified, they may be related to historical settlement and agriculture.



Summary

In summary, the vicinity of the Western Tract has remained generally undeveloped agricultural lands throughout most of the recorded history with most development happening within the last two decades. The presence of site 41BP855 in the eastern extent of the Western Tract indicates the potential for identifying and impacting additional cultural resources associated with the historic-age house complex. However, the site is recommended not eligible for the NRHP, and no further work is recommended. Given the previously recorded prehistoric sites, proximity to Elm Creek, and mapped alluvial soil series in this portion of the study area, there is potential for buried archeological deposits with integrity in the areas that are not disturbed. Most of the Project area along both sides of County Line Road is disturbed from construction and maintenance of the roadway, residential developments, and utilities installations. The eastern extension (storm water drainage ditch) appears to be in good condition and free from major disturbances; however it has been previously subjected to an archeological survey that included pedestrian inspection and shovel testing.

The Eastern Tract along Kennedy St. has been an area with historical early-20th century development in Elgin with the railroad present in 1885 and residential structures present by 1948. While no historical structures are expected to be physically impacted by the Project, the nearby presence of historical railroad, Historic Landmarks, historical cemeteries (Elgin and Elgin Old Latin), and an NRHP District indicate the potential for historic-aged resources including materials or features associated with the railroad or early residences. If any of these resources are present in the Project Area, they would likely be impacted by construction activities. Mapped alluvial soils (Mabank loam) in this portion of the study area suggests potential for buried prehistoric archeological deposits. However, due to the historic development the potential for undisturbed prehistoric cultural resource is low in most portion of the study area. Due to the eastern tract encompassing a residential street within the city limits, the probability of the APE having been disturbed by buried utilities is high. TRC is recommending that the undisturbed portions of the Eastern Tract undergo a cultural resources survey. This would, at the minimum, include the stilling pond located on the southwest corner of Kennedy St. and Central Ave.

TRC is respectfully requesting consultation from the THC regarding the proposed Project. We appreciate your efforts to review and respond to this request. If you have any questions regarding the Project or attached materials, or if you need additional information, please do not hesitate to contact me via email (rsimmons@trccompanies.com) or by phone (262-693-6182).

Respectfully submitted,

Ty Simmons, M.A., RPA
Project Archeologist

A handwritten signature in black ink, appearing to read "Ty Simmons".

Joshua Boyd, M.A. RPA
Senior Archeologist - Team Lead

A handwritten signature in black ink, appearing to read "Josh Boyd".



References

Bureau of Economic Geology

1993 Geologic Atlas of Texas, University of Texas-Austin. Austin scale 1:250,000 Electronic document. <https://webapps.usgs.gov/txgeology/>, accessed January 2025.

Nationwide Environmental Title Research (NETR)

2025 Historic Aerials Viewer. Electronic database, <https://www.historicaerials.com/viewer>, accessed January 2025.

Soil Survey Staff

2025 Web Soil Survey. National Resources Conservation Service, United States Department of Agriculture. Electronic database, <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>, accessed January 2025.

Texas Historical Commission (THC)

2025 Texas Archeological Sites Atlas (Atlas). Texas Historical Commission. Electronic database, <https://atlas.thc.state.tx.us/>, accessed January 2025.

United States Geological Survey (USGS)

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1904 *Bastrop, Texas*. Topographic Quadrangle. United States Department of the Interior. Geological Survey Map, 1 sheet, scale 1:125,000, <https://ngmdb.usgs.gov/topoview/viewer/>, accessed January 2025.

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Waters, Michael R.

1992 *Principles of Geoarchaeology: A North American Perspective*. The University of Arizona Press, Tucson, Arizona.



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

February 13, 2025

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

**RE: City of Elgin – County Line Road Phase 2 & Kennedy Street
GLO# 22-085-029-D270
Engineering Services Proposal**

Dear Mr. Turner:

As requested by the City of Elgin, TRC Engineers, Inc. (TRC) has prepared this proposal for the engineering services required for the preparation for a cultural resources desktop review and letter report per the comments received from the Texas Historic Commission for the subject project. The cost to provide the above-mentioned services is \$5,156.00 lump sum.

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

Sincerely,

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

City of Elgin

02/13/2025

Date

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH STEPHANIE VICTORIA ROSS AND TROY PHILIP ROSS, OWNERS OF 402 TAYLOR ROAD AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion and action to consider authorizing the execution of an encroachment agreement between Stephanie Victoria Ross and Troy Philip Ross, owners of the property located at 402 Taylor Road, a 0.665-acre tract of land situated in the Thomas Christian Survey, Abstract No. 20, Bastrop County, and the City of Elgin.

BACKGROUND:

The City has received a request from Stephanie and Troy Ross, the new owners of 402 Taylor Road, for an encroachment agreement to allow an encroachment on or over a portion of North Avenue F right-of-way by a two-story detached garage and garage apartment. The encroachment was discovered when the property owners submitted a building permit application to remodel the interior of the structure. Staff has prepared the standard encroachment agreement provided by the City Attorney's office.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends authorizing the execution of an encroachment agreement with Stephanie and Troy Ross for the encroachment of the North Avenue F right-of-way at 402 Taylor Road by a two-story detached garage and garage apartment.

ATTACHMENTS:

1. 402 Taylor Road Resolution
2. 402 Taylor Elgin TX Encroachment Letter & Encroachment Agreement
3. 402 Taylor Road Exhibit B

{ } 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. 2025-04-01-__

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT
WITH STEPHANIE VICTORIA ROSS AND TROY PHILIP ROSS,
OWNERS OF 402 TAYLOR ROAD AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, The Elgin City Council has received a request for an encroachment agreement from Stephanie Victoria Ross and Troy Philp Ross (Owners), the new owners of 402 Taylor Road; and,

WHEREAS, the Owners have requested that the City allow an encroachment on or over a portion of the right-of-way, with encroaching structures being one (1) two-story garage and garage apartment, as called out in Exhibit “B”; and,

WHEREAS, the city staff has negotiated and is now recommending authorization of an Encroachment Agreement, with Stephanie Victoria Ross and Troy Philip Ross that grants limited consent for the Owners to encroach on or over a portion of the right-of-way strictly subject to specific conditions.

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 is hereby authorized to execute the *Encroachment Agreement with Stephanie Victoria Ross and Troy Philip Ross*, a copy of said agreement being attached hereto and marked Exhibit “A”; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 1st-day of April 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

Peyton Standifer, City Secretary

Stephanie & Troy Ross
212 Doc Bryson Ln.
Bastrop, Texas 78602
512-470-4720
trailgetter@gmail.com

March 18, 2025

City of Elgin
310 N. Main St.
Elgin, TX 78621

Subject: Request for Encroachment Agreement – 402 Taylor Road

To Whom It May Concern:

We are writing to formally request an encroachment agreement for our property located at 402 Taylor Road in Elgin, Bastrop County, Texas. Specifically, we propose to keep the structure that was erected in the 1940s with use as a garage and garage apartment, which will encroach upon the city's right-of-way. The reason for the encroachment is ongoing as it's been since the structure was erected and more recently to complete a necessary repair to the structure. We have attached the requested supporting documents to this letter, which further details the proposed encroachment and its dimensions. We are available to discuss this request further and are committed to working with the City to ensure that the proposed encroachment complies with all applicable regulations and ordinances. Please let me know what steps are required to proceed with the encroachment agreement application.

Thank you for your time and consideration.

Sincerely,



Stephanie V. Ross

18 MARCH 2025
Date



Troy P. Ross

3/18/25
Date

ENCROACHMENT AGREEMENT

This Encroachment Agreement, hereinafter "Agreement," is made and entered into between STEPHANIE VICTORIA ROSS and TROY PHILIP ROSS, hereinafter referred to as the "Owner," whose address is 212 Doc Bryson, Bastrop, Texas 78602, and the City of Elgin, Texas, hereinafter the "City," a municipal home-rule corporation whose address is P.O. Box 591, Elgin, Texas 78621, and becomes effective on the date this document is approved by Elgin City Council and signed by the Mayor of the City of Elgin. The City and the Owner agree as follows:

- A. The Owner is the record owner of certain property described as:
Being a 0.665 acre tract of land situated in the Thomas Christian Survey, Abstract 20, Bastrop County, Texas, being all that certain tract of land conveyed in deed to W. E. Arbuckle, Jr. and wife, Lou Jean Arbuckle, as recorded in volume 125, page 729, deed records, Bastrop County, Texas, and being more particularly described by metes and bounds in Exhibit "B".
See sketch attached hereto as Exhibit "B" and made a part hereof for all intents and purposes hereto.
- B. City is the record holder of the North Avenue F fifty foot (50') right-of-way (hereinafter the "ROW"), which is indicated as "N. AVENUE F" on Exhibit "B".
- C. The Owner has requested that the City allow an encroachment on or over a portion of the ROW, with the encroaching structures being in the nature one (1) two-story garage and garage apartment, as called out in Exhibit "B".
- D. By execution of this Agreement, the City grants its limited consent for the Owner to encroach on or over a portion of the ROW ***strictly subject to the following conditions:***
 - (1) The encroaching structure may be located only as depicted on the attached Exhibit "B", and that no further encroachment or improvements of any kind in the ROW belonging to the City shall be allowed;
 - (2) The existence of the encroaching structures shall be subject to any and all relevant requirements of the Elgin Code of Ordinances, including but not limited to the Building Code;
 - (3) Use, maintenance, repair and removal of the encroaching structures shall be solely at the risk and liability of the Owner, and not at the risk and liability of the City in any manner whatsoever;
 - (4) Removal of the encroaching structures, or a portion thereof, shall cause the immediate termination of this Agreement;

- (5) The permission of the City in allowing such encroachment shall be strictly limited to this particular request, and shall not ever be construed as establishing any precedent whatsoever;
- (6) The parties expressly agree that the City has full authority in an emergency to remove or permit to be removed, in whole or part, the encroaching structures, and such removal shall be allowed without notice to the Owner and without any obligation whatsoever on the part of the City to replace or repair any part or the whole of the encroaching structures;
- (7) In a non-emergency situation, the Owner agrees to be solely responsible for removal of the encroaching structures to the City's satisfaction, and such removal shall be completed by the Owner within forty-eight (48) hours of actual notice to the Owner of the City's directive to remove same. The parties expressly agree that, in the event the Owner fails to remove the encroaching structures to the City's satisfaction following notice, then and in that event the City may cause the encroaching structures to be removed at the expense of the Owner;
- (8) The parties expressly agree that the City shall never be responsible in any manner whatsoever for damage caused to the encroaching structures related to the City's use or maintenance of the ROW;
- (9) The Owner shall indemnify and hold the City harmless from any and all loss, damage, penalty, liability, cost and expense, including without limitation reasonable attorney's fees, that may be incurred by, imposed upon, or asserted by reason of any suit, action, legal proceeding, claim, demand, regulatory proceeding, or litigation arising from any act done or omitted to be done by any party, excepting only any loss, damage, penalty, liability, cost or expenses resulting from negligence or willful misconduct of the City. Nothing herein shall be deemed to limit the rights (including but not limited to the right to seek contribution) of the City or the Owner against any third party who may be liable for an indemnified claim. The parties agree that in no event shall the City be liable to the Owner for any incidental, indirect, special, punitive, consequential or similar damages of any kind including without limitation loss of profits, loss of business or interruptions of business, whether such liabilities are predicated on contract, tort, strict liability or any other legal theory. This indemnification shall apply to the Owner, and to each of its successors, assigns, officers, employees and officials. The parties agree that the provisions of this section shall survive the termination of this agreement; and

- (10) Relative to any subsequent purchaser of the encroaching structures, the Owner expressly agrees to adequately inform any such purchaser of the property as to the existence of this Agreement and provide a copy of same.
- (11) The City reserves the right to rescind this Agreement at any time, with or without cause.

By execution below by the Owner and the respective appropriate authorities of the City of Elgin, Texas, the signatories bind the entities to obey all conditions of this Agreement.

(signatures on following page)

The Owner:

By: [Signature]
Stephanie Victoria Ross

Date Signed: 18 March 2025

By: [Signature]
Troy Phillip Ross

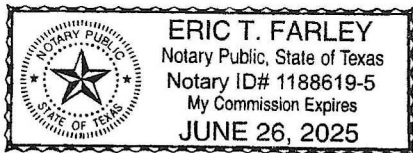
Date Signed: 3/18/2025

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this 18th day of March, 2025, by Stephanie Victoria Ross, whose name is subscribed to the preceding instrument and acknowledged to me that she executed it for the purposes and considerations expressed in it.

(Seal and Expiration)



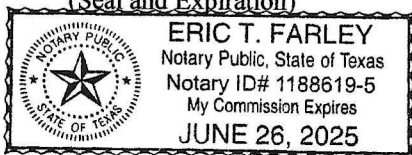
[Signature]
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this 18th day of March, 2025, by Troy Phillip Ross, whose name is subscribed to the preceding instrument and acknowledged to me that he executed it for the purposes and considerations expressed in it.

(Seal and Expiration)



[Signature]
Notary Public in and for the State of Texas

City of Elgin, Texas

By: _____

Theresa Y. McShan, Mayor

Date Signed: _____

ATTEST:

Peyton Standifer, City Secretary

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Theresa Y, McShan, Mayor of the City of Elgin, in the capacity and for the purposes and consideration therein indicated.

(Seal and Expiration)

Notary Public in and for the State of Texas

PROPERTY DESCRIPTION:

BEING A 0.665 ACRE TRACT OF LAND SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO W. E. ARBUCKLE, JR. AND WIFE, LOU JEAN ARBUCKLE, AS RECORDED IN VOLUME 195, PAGE 729, DEED RECORDS, BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID ARBUCKLE TRACT, SAID IRON ROD BEING THE INTERSECTION OF THE WEST LINE OF TAYLOR ROAD AND THE NORTHEAST LINE OF N. AVENUE F;

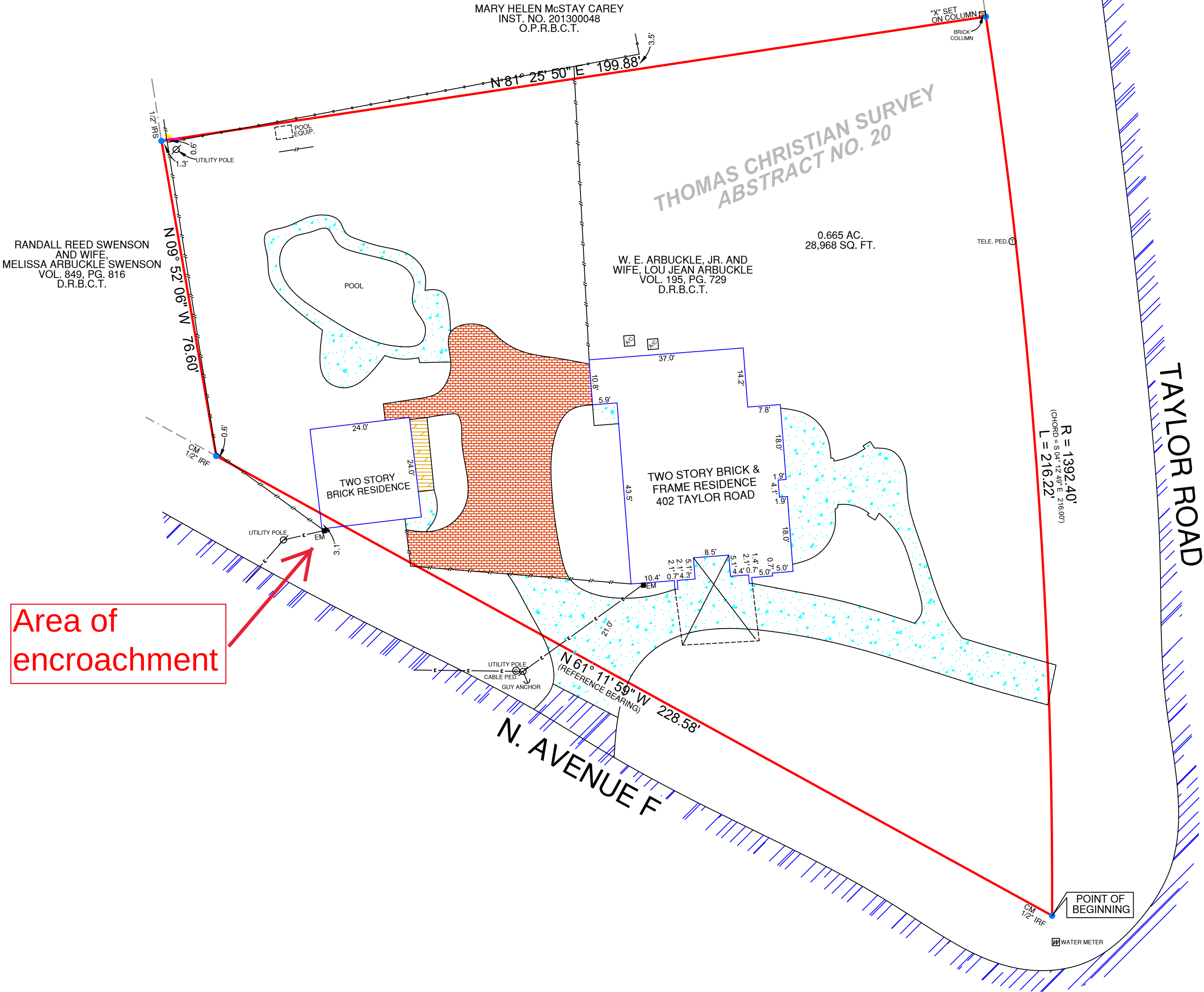
THENCE NORTH 61° 11' 59" WEST, A DISTANCE OF 228.58 FEET ALONG SAID NORTHEAST LINE TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID ARBUCKLE TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO RANDALL REED SWENSON AND WIFE, MELISSA ARBUCKLE SWENSON, AS RECORDED IN VOLUME 849, PAGE 816, AFORESAID DEED RECORDS;

THENCE NORTH 09° 52' 06" WEST, A DISTANCE OF 76.60 FEET ALONG THE COMMON LINE OF SAID ARBUCKLE AND SWENSON TRACTS TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID ARBUCKLE TRACT AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO MARY HELEN McSTAY CAREY, AS RECORDED IN INSTRUMENT NO. 201300048, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS;

THENCE NORTH 81° 25' 50" EAST, A DISTANCE OF 199.88 FEET ALONG THE COMMON LINE OF SAID ARBUCKLE AND CAREY TRACTS TO AN "X" SET ON A COLUMN AT THE COMMON EAST CORNER OF SAID ARBUCKLE AND CAREY TRACTS, SAID "X" BEING ON THE AFORESAID WEST LINE OF TAYLOR ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,392.40 FEET;

THENCE ALONG SAID WEST LINE AND SAID CURVE AN ARC DISTANCE OF 216.22 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 04° 12' 49" EAST - 216.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 28,968 SQUARE FEET OR 0.665 OF ONE ACRE OF LAND.

Exhibit "B"



THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
(10h)-EASEMENT, VOL. 248, PG. 217, D.R.B.C.T.
TWO STORY BRICK EXTENDS BEYOND SOUTHWEST PROPERTY LINE AS SHOWN.

FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48021C0100 E, DATED JANUARY 19, 2006.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON. PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE DEED RECORDED IN VOL. 849, PG. 816, D.R.B.C.T.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

402 TAYLOR ROAD
CITY OF ELGIN
BASTROP COUNTY, TEXAS

GF#: CTA-21-CTA2400756

BORROWER: STEPHANIE VICTORIA ROSS
AND TROY PHILLIP ROSS

TITLE CO.: CHICAGO TITLE

PREMIER JOB #: 24-02897

TECH: MSP

DATE: 04/26/24

FIELD: CH

FIELD DATE: 04/24/24

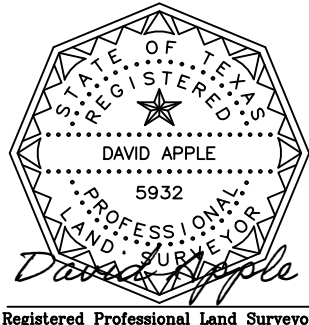


CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	BARBWIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IPF = IRON PIPE FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFCP = WOOD FENCE COR POST

Premier
Surveying LLC

5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
972-612-3601 (O) | 855-892-0468 (F)
www.premiersurveying.com
premierorders@premiersurveying.com

Premier
Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT, FOR REPAIRS TO THE DECK AT 114 CENTRAL AVE, THE HISTORIC FREIGHT DEPOT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve

BACKGROUND:

Staff have been interested in renovating the Freight Depot Deck for some time now, however, funding posed a challenge. Late last year the council secured funding for repairs to the exterior of City Hall (The Historic Nofsinger House) 310 N Main Street. Some savings from that project have been identified as a source of funding for this project now. Council may now speak on direction to staff to identify more work tasks on 310 N Main Street, or with this motion as resolution, move forward with repairs to 114 Central and its exterior repairs.

The bids for the renovation of the wooden deck are as follows.

1. \$143,890- Austin Deck builders
2. \$99,600 – Texas Deck Builders
3. \$86,822.00 Imperium Exteriors.
4. Fix it and Fences – Declined the opportunity
5. Old McDade LLC- Declined the opportunity

The scope of work includes removing the old deck, adding additional piers to the foundation, the installation of composite deck material, ramps and railing. Additional funding sources such as the Hotel Occupancy Tax have been identified as potential sources of funding for the project; However, it is the staff's objective to use savings from the Nofsinger house repair first. Final use of the building has not been decided on by the staff. Staff identified an opportunity in the savings from the Elgin City Hall project and now this effort to make repairs is to get building ready for any use the council sees a good fit for the building. The material being used is composite decking and pressure treated piers and joists.

BUDGET/FINANCIAL IMPACT:

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

Hotel Motel Occupancy Tax line-item Building contract maintenance. \$28,000
Projects savings from the Nofsinger house repairs – \$85,000

RECOMMENDATION:

Approval of the resolution as it is presented.

ATTACHMENTS:

1. RESCHTDEPOTDECK
2. estimate_569

- { } 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. 2025-04-01-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT,
FOR REPAIRS TO THE DECK AT 114 CENTRAL AVE, THE
HISTORIC FREIGHT DEPOT AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the Elgin Public Works Department has been tasked with leading certain repairs to the exterior at historic Freight Depot at 114 Central Ave, and;

WHEREAS, among other projects strongly supported this building and its uses are supported by the Hotel Occupancy Tax fund and;

WHEREAS, Staff have sent out requests for proposals and met with contractors and have found the proposal from Imperium Exteriors to be of fair value, and;

WHEREAS, Staff is now recommending awarding the repair project as proposed with the details specified in the attached documents.

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

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

Section 2. Authorization. The Interim City Manager is hereby authorized to execute an agreement with *Imperium Exteriors* of Austin, Texas in the amount of the proposal in the attached bid proposal.

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

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

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Imperium Exteriors

7212 McNeil Drive | suite 201 | Austin, Texas 78729
7373765800 | Office@Imperiumexteriors.com | <https://imperiumexteriors.com/>

RECIPIENT:

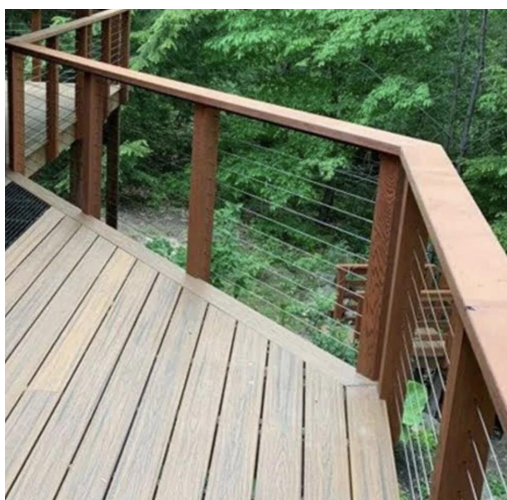
City of Elgin

310 North Main Street
Elgin, Texas 78621

Estimate #569

Sent on Feb 22, 2025

Total \$86,822.00



Above is a picture to show the railing and deck idea.

The Trex Signature only comes in 2 Colors those colors are pebble gray or Saddle select any other color will be a deferent line and will change the price of the contract.

Product/Service	Description	Qty.	Unit Price	Total
Removal of existing Deck	-Removal of existing deck rafters and Post that are rotten. -disposal of deck	1	\$0.00	\$0.00



Imperium Exteriors

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Product/Service	Description	Qty.	Unit Price	Total
Install of new deck	-install new 4x4 Post per plans. adding ruffly 1/2 as many more and replacement of rotten ones. concreted in the ground 24" or more down. -ledger boards around the building and around the perimeter double stacked 2x8 treated. Lay out close to what is currently there removing the left ally way. Increasing ramp side to the sidewalk and splitting ramp width. adding a 12' wide ruffly 6' long landing stepped walk way in the center of the big deck. -running rafters perpendicular to to main street with 16" centers using metal hangers on all joints. blocking every 24" -taping top of all rafters ledger boards to insure longevity of the deck. -Install of Trex Signature synthetic decking groved attachment to access in thermal expansion and seamless look. lay our parallel to main street all the way though the whole deck. -1/8" stainless cable railing with cedar hand rail railing. 42" tall with cables every 4". -1x6 cedar skirting with 1/2" gab in-between boards.	1	\$86,822.00	\$86,822.00
			Total	\$86,822.00



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Reviews

Norma Steck



Great communication and job well done!

Kris Betts



We absolutely LOVE our new windows. I wanted black on the exterior and white on the interior and they came out perfectly. Zach was so great to work with (he recommended swapping out our smaller windows for bigger bay windows which we love!!) and the install crew was clean, respectful and worked quickly. So thankful we went with this company!

Craig Laurents



I had the best experience with Conner at Imperium Exteriors. The estimate was competitive and they arrived when they said they would. The work was done in a professional manner. With my critical eye looking over the jobs completion I could find nothing to critique. They passed with flying colors. To add, just as importantly as a fine job there was no collateral damage done to anything while performing their work. I have nothing but praise for this team. I would absolutely recommend them to anyone. They were not only Prompt but had pride in ...

Contract / Disclaimer

KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW

THREE-DAY RIGHT OF RESCISSION: I HAVE HEREBY BEEN NOTIFIED THAT I MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions, you may lose your legal ownership rights in your home.

Lead Notice

Homeowner acknowledges the property was built after January 1st, 1978, and has no actual or constructive knowledge of lead-based paint or lead-based paint hazards on the property. If the property was built before January 1st, 1978, the property may contain lead-based paint, and additional inspections or precautions may be required, as per the EPA's Renovation, Repair, and Painting Rule (RRP Rule).

Terms

Window roofs and repairs: 50% deposit is due with the signed contract, and the remainder of the balance is due upon completion of a quality control inspection.

Siding Jobs over 30K 20% deposit, 25% when we begin construction, 25% When we both agree that the siding is half way done. For example when the left and back wall are completely done. The remaining 30% when we have completely finished everything. Customer can hold back funds not to exceed 10% of the total project cost until the completion of any follow-up items.

Payment is due at 7212 Mcneail Dr Suite 201 Austin, Texas, upon completion of work. Any portion remaining unpaid will bear interest at the rate of 1.5% per month (18% annually), not exceeding the maximum rate allowed by Texas usury laws, beginning 21 days after completion. Invoices paid by Check, cash, or money order will have a 10% discount. Purchaser agrees to pay reasonable collection fees and/or legal fees needed in pursuit of collecting any unpaid portion beginning 45 days after installation.

Payment for work completed will immediately become due should the customer initiate a delay in the work.

Liability for Pre-Existing Conditions in Structure

Imperium exteriors takes every precaution to avoid damages to pipes electrical and drywall. If something is damaged by



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7373765800 | Office@Imperiumexteriors.com | <https://imperiumexteriors.com/>

Imperium Exteriors it will be repaired by professional labor for that trade. However we will not paint the repair area and are not responsible for color matches.

Lien Rights

Any person or company supplying labor or materials for improvements to your property may file a lien against your property if that person or company is not paid for their services/materials.

Under the Texas Property Code, subcontractors, suppliers, and other parties who work on this property may have lien rights if they are not paid. If you receive a notice from a subcontractor or supplier, you should take steps to ensure payments are made. Imperium Exteriors will provide a signed lien waiver after each progress payment.

General Terms

Imperium Exteriors LLC agrees to perform the described work for the Customer in accordance with standard industry practices unless otherwise stated. If this agreement is not signed by responsible parties within 30 days from the proposal date, it will expire unless extended in writing. After 30 days, we reserve the right to revise the proposal in accordance with any price changes.

The Customer grants Imperium Exteriors full access to the entire perimeter of the building and electricity for the execution of work unless otherwise agreed.

Owner may make changes consisting of alterations, additions, or omissions to the work, and the total contract price will be adjusted accordingly. Contractor shall not be required to perform changed or additional work without written authorization.

This agreement represents the entire understanding of the Parties. There are no oral agreements, understandings, or representations made by any party to this agreement that are not expressly stated herein.

All leftover materials are the property of Imperium Exteriors. This agreement shall be governed by the laws of the State of Texas.

Warranties

WINDOW WARRANTY

Imperium Exteriors warrants all windows and window installation for 25 years against normal wear and tear, including all window components, including glass. This warranty excludes acts of God. Imperium Exteriors must be notified at the time of discovery of any problems. Please contact your sales representative or the office.

MATERIAL WARRANTY ON SIDING, ROOFING & OTHER

The contractor shall provide the owner with a copy of the manufacturer's product warranty. The Customer shall have recourse only against the manufacturer of such material.

LABOR WARRANTY

No warranty is given on repairs unless noted otherwise. For a period of 25 years, unless otherwise stated, Imperium Exteriors warrants that labor shall be furnished in accordance with normal industry standards and tolerances. Labor warranties are transferable 1 time.

Imperium Exteriors, at its option, may repair or replace items covered under this warranty. Imperium Exteriors shall not be responsible or liable for incidental or consequential damages such as additional expenses or water damage whether claimed in contract, warranty, or negligence.

For a warranty to be valid, the contract must be paid in full.

EXCLUSION OF IMPLIED WARRANTIES: Except as expressly stated, no implied warranties, including merchantability or fitness for a particular purpose, are made with respect to the work performed.

Extension of Time

In the event of supply chain shortages, labor shortages, delays in material availability, site closure, or changes in site operating procedures, these will be deemed relevant events in respect of delays to the project. The contractor will be entitled to a fair and reasonable extension of time to the completion date in relation to such relevant event(s).

Additional Costs

Building materials utilized in the construction can be subject to price variation based on local, regional, and national supply and demand issues, and catastrophic events (e.g., hurricanes, tornadoes, floods, earthquakes, epidemics/pandemics, terrorism, wars). The customer acknowledges and agrees that in the event of a price increase in such construction materials, the excess charges will be passed through to the customer, resulting in an increase in the total contract price.

Force Majeure

The contractor shall not be in breach of this agreement nor liable for delays in performing or failing to perform any of its obligations under this agreement if such delays or failures result from events, circumstances, or causes beyond its reasonable control, including (without limitation) acts of God or natural disasters, epidemics, pandemics, wars, strikes, riots,



Imperium Exteriors

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acts of terrorism, or other similar events or conditions. In such circumstances, the time for performance shall be extended by a period equal to the period during which performance was delayed or failed to be performed.

Resolution of Disputes

All claims or disputes between the Customer and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise.

The Customer and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and shall be made within a reasonable time after the dispute has arisen. The award rendered by arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Payments

Payment for work completed will immediately become due should the customer initiate a delay in the work.

Effective September 01, 2019

Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.

Signature: _____ **Date:** _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (Lipiec)

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion and consideration of 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 to rezone approximately 2.306 acres of land from “I” General Industrial District to “C-2” General Commercial District on a parcel of land known by the Bastrop County Central Appraisal District as parcel # 13303 located at 1122 and 1126 Swenson Boulevard.

BACKGROUND:

The property owner wishes to change the zoning from industrial use to commercial use for future development on the parcel. There are currently two 5,000-square-foot buildings on the lot which house a variety of uses, such as business offices, storage warehouse, shared office space, and a commercial kitchen. The I General Industrial District is intended primarily for the conduct of manufacturing, assembling and fabrication. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation facilities. Some of the current uses in the Elgin Business Park I include C-2 uses such as business office (Bastrop County Annex) and retail (Elgin General Store and Ace Hardware).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

On March 24, 2025, the Planning and Zoning Commission recommended approval of the zoning change from I-General Industrial District to C-2 General Commercial District. In addition, they made a recommendation to the Council to update the future land use map as it relates to the Comprehensive Plan.

ATTACHMENTS:

1. Elgin Business Park Lot 3 Rezone Ordinance
2. 1122 & 1126 Swenson Blvd Rezoning Application
3. Elgin Business Park Lot 3 Survey

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

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

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

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

ORDINANCE NO. 2025-04-01-_____

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 2.306 ACRES OF LAND FROM “I” GENERAL INDUSTRIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT, LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 13303 (ELGIN BUSINESS PARK, LOT 3, ACRES 2.306, (AMENDED PLAT OF PT OF LOT 1)) LOCATED FRONTING BOTH SWENSON BOULEVARD AND DILDY DRIVE, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on March 24, 2025, and

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

WHEREAS, on April 1, 2025, after proper notification, the City Council held a public hearing on the requested change, and

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

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

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

I.

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

II.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 1st day of April 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

NON-PDD REZONING APPLICATION

Date: 2/26/25

SITE INFORMATION

Project Address: 1122 & 1126 SWENSON BLVD ELGIN TX 78621

Parcel Identification Number (if no address): 133003

APPLICANT

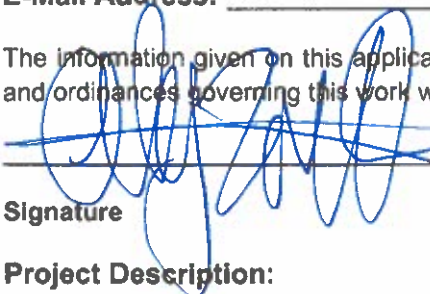
Name: ALLAN TOLBERT

Postal Address: 1126 SWENSON BLVD STE A ELGIN, TX 78621

tolbertproperties@paintingsmart.com; packykid@msn.com; thawkinslive@outlook.com

E-Mail Address: see above; Phone Number: 512-619-6658

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

 ALLAN TOLBERT 2/26/25

Signature Printed Name Date

Project Description:

TBD- request for future development.

I am writing to formally request a rezone for parcel number 133003. Currently, this parcel is zoned as I-General Industrial District. We would like to change it to C-2 General Commercial District. We believe that any future developments on this property will fall under the C-2 classification, and we would like to preemptively request this change before any future developments commence. Thank you for your assistance with this process. Please let me know if you need any additional information or if there are any further steps we need to take to move this request forward.



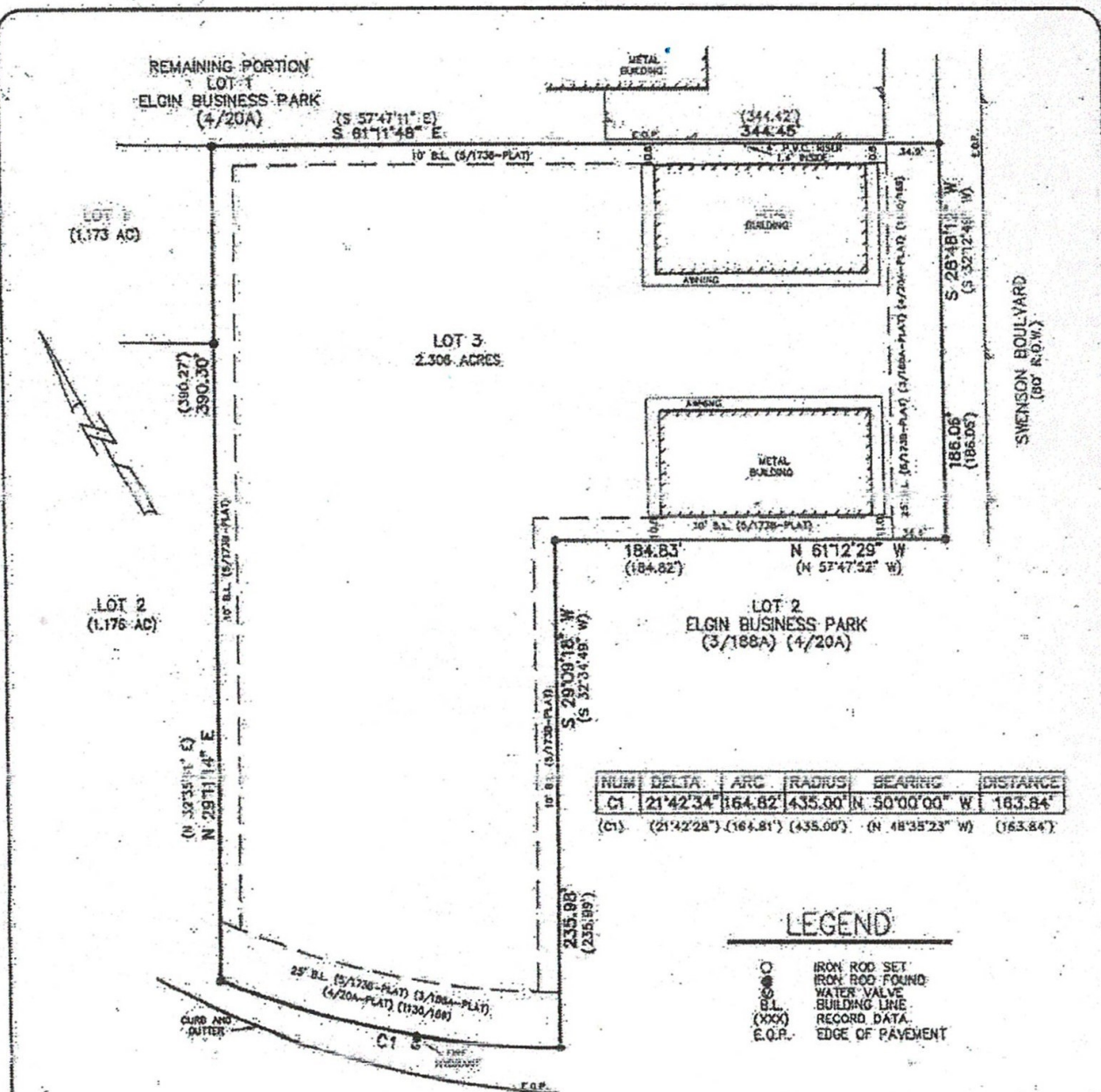
802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621



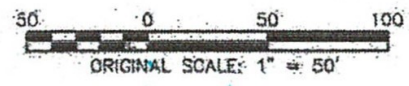
(512) 281-0119



www.elgintexas.gov



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°42'34"	164.82'	435.00'	N 50°00'00" W	163.84'
(C1)	(21°42'28")	(164.81')	(435.00')	(N 48°35'23" W)	(163.84')



HORIZONTAL CONTROL (BEARING BASE) PER ORD NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83.

NOTE: THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS, AND/OR RESERVATIONS (3/188A - PLAT) (4/20A - PLAT) (5/173B - PLAT) (11/6/2000) (11/30/1999).

PROTECTS OF THE CITY OF ELGIN, TEXAS, TO THE USE AND MAINTENANCE OF WATER, GAS, AND/OR ANY OTHER UTILITY LINE(S).

FLOOD NOTE:

THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48230C 0015 E. DATED JAN. 18, 2008.

WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY. DOES NOT DENOTE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY.

TO THE OWNERS AND LIENHOLDERS:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IN ON THE ORIGINAL SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, GRANTED, NOT RELEASED AND NOT SHOWN HEREON.

[Signature] 03/17/2017
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

RICHARD RALPH
PROFESSIONAL LAND SURVEYOR

REG. PROFESSIONAL LAND SURVEYOR: 4758
PH: (512) 303-0052 116 TARRANT DRIVE
PROFLANDS@GMAIL.COM BASTROP, TEXAS 78002

REFERENCE:

SMART CORPORATION

LEGAL DESCRIPTION:
LOT 3, ELGIN BUSINESS PARK AMENDED PLAT OF A PORTION OF LOT 1, A SUBDIVISION IN THE CITY OF ELGIN PER (5/173B), PLAT RECORDS, BASTROP COUNTY, TEXAS

DRAWN: PRR DATE: 03/17/2017 PROJECT NO.: 1703E
CHECKED: CRR REVISED: FIELD BOOK: 154/22
© 2017, RICHARD RALPH, PROFESSIONAL LAND SURVEYOR





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN ENGINEERING 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 (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve

BACKGROUND:

This amendment updates the time frame for the contacts and includes attachments "A through G" in the attachments as required by the GLO.

The Amendment includes:

1. Adding a performance statement.
2. Federal assurances and certifications
3. General Affirmations
4. Non-exclusive list of laws, rules and regulations
5. Special conditions for use of the funds
6. General Land Office information security appendix.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the resolution as it is presented.

ATTACHMENTS:

1. Elgin-E832_Draft Engineer Resolution-Amend
2. Elgin-E832_Engineering Contract Amendment for CC Approval

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AMENDING AN
ENGINEERING 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 engineering services contract with TRC Engineers 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 or Mayor are 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 1st day of April 2025.

Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

Peyton Standifer, City Secretary

GRANT ENGINEERING 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 TRC Engineers, Inc. hereinafter called “Firm,” amends the agreement effective on the 24th day of October, 2023 by and between the Client and the Firm.

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

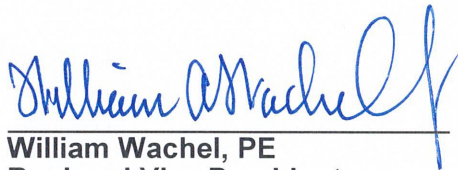
- Attachment A: Performance Statement from the GLO State Contract
- Attachment B: Federal Assurances and Certifications
- Attachment C: General Affirmations
- Attachment D: Nonexclusive List of Laws, Rules, and Regulations
- Attachment E: Special Conditions
- Attachment G: GLO Information Security Appendix

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 Firm have executed this Amendment as of the date indicated above.

TRC Engineers

BY:



William Wachel, PE
Regional Vice President

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

BY:

Theresa Y. McShan
Mayor

ATTEST:

BY:

Peyton Standifer
City Secretary

**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.

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.				

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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	\$5,104,990.00¹	\$7,075,690.00

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

Project Phase Actions and Deliverables	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		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
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%				

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 signed 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%	

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.

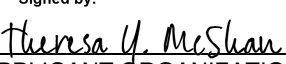
As the duly authorized representative of the applicant, I certify that the applicant:

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		City of Elgin Mayor	
APPLICANT OR ORGANIZATION		DATE SUBMITTED	
City of Elgin		1/8/2025	

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

THIS FORM MUST BE EXECUTED

**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

City of Elgin

AWARD NUMBER AND/OR PROJECT NAME

24-065-100-E832

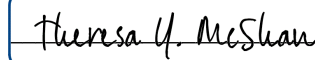
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Theresa Y. McShan

City of Elgin Mayor

SIGNATURE

Signed by:



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

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.

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

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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.

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.

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.*

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

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.

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

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

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

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.

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

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 1, "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

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);

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)

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.

- 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.

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

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.

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.

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).

- 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.

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

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: 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.