



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 15, 2025
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. ANNOUNCEMENTS

1. The Dino Dig Safari, put on by Elgin Rec Center and the Family Crisis Center, will be on Friday, July 18th from 6PM-8PM at Veterans Memorial Park.
2. Dinosaur George's Traveling Dinosaur Museum will be at the Elgin Rec Center on Friday July 25th and Saturday July 26th.
3. Dino-mite Movie Night will be at the Elgin Public Library on July 18th at 2PM.
4. Family Free Swim is on Fridays & Saturdays from 6PM-8PM at Morris Memorial Pool.
5. The Crosswalk of Unity Community Input Workshop is on Thursday July 24th from 5PM-7PM at The Clever Tiger.
6. The Elgin Public Library's Ribbon Cutting for the Maker's Space on Thursday, July 31st, from 2:00 PM to 3:30 PM.

VII. PRESENTATION

1. A PROCLAMATION CELEBRATING FAMILY-OWNED BUSINESSES IN THE MONTH OF AUGUST IN THE CITY OF ELGIN
2. Presentation of FY 2025-2026 Proposed Budget to City Council (Turner/Sanders)

VIII. CITY MANAGERS REPORT

IX. CONSENT AGENDA

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

1. City Council Regular Meeting Minutes - July 1, 2025
2. Consider approval of amendments to the by-laws of the Elgin Economic Development Corporation (EDC) to transfer supervisory authority over the EDC Director from the EDC Board of Directors to the City Manager of the City of Elgin.
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERTIM CITY MANAGER TO EXECUTE PAY APPLICATION NO. 20 TO BAIRD/WILLIAMS IN THE AMOUNT OF \$53,100.00 FOR THE NEW POLICE STATION PROJECT; MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)
4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

X. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT WITH WARD GETZ AND ASSOCIATES IN THE AMOUNT OF \$5,106,400 FOR DESIGN SERVICES OF THE WASTEWATER TREATMENT PLANT 2 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)

2. Voting on Charter Propositions for the November 4th Ballot

XI. EXECUTIVE SESSION

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

- 1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**
- 2. In accordance with Chapter 551 of the Texas Government Code, the Council will convene into executive session, pursuant to Section 551.074 (Personnel Matters): Discuss executive recruitment for the City Manager**

XII. RECONVENE

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

XIII. ADJOURNMENT

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

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

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

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Thursday, July 10, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black 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: A PROCLAMATION CELEBRATING FAMILY-OWNED BUSINESSES IN THE MONTH OF AUGUST IN THE CITY OF ELGIN

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

1. Proclamation for Elgin Action Children's Business Fair 07.2025

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.

A PROCLAMATION CELEBRATING FAMILY-OWNED BUSINESSES IN THE MONTH OF AUGUST IN THE CITY OF ELGIN

WHEREAS, family-owned businesses have long been the backbone of our community's economy, embodying the entrepreneurial spirit that helped shape the vision for what our community could be from the time of its founding; and

WHEREAS, the earliest family enterprises laid the groundwork for local prosperity through industries such as agriculture, manufacturing, retail, and rail, building a foundation of hard work, innovation, and perseverance that continues to this day; and

WHEREAS, our historic downtown district reflects this legacy, with buildings that once housed general stores, feed mills, and blacksmith shops—many of which are still home to active businesses operated by the descendants of the original proprietors; and

WHEREAS, family-owned businesses offer more than just goods and services—they provide a sense of identity and continuity, connecting generations through shared values, traditions, and stewardship of their business legacies; and

WHEREAS, these businesses are often passed down from one generation to the next, with each new leader adapting to the changing times while preserving the character and commitment to community that defines the family brand; and

WHEREAS, family-owned businesses are instrumental in fostering local job creation, community reinvestment, and civic engagement, contributing greatly to the vitality of our neighborhoods, schools, and quality of life;

NOW, THEREFORE, I, THERESA Y. MCSHAN, Mayor of the City of Elgin, hereby declare August 2025 as Family Business Month. During the month-long celebration, I encourage all residents to recognize, support, and celebrate the legacy, resilience, and contributions of family-owned businesses in our community—past, present, and future.

IN OFFICAL RECOGNITION WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Elgin, Texas, to be affixed this 15th day of July 2025.

Theresa Y. McShan, Mayor
City of Elgin, Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of FY 2025-2026 Proposed Budget to City Council
(Turner/Sanders)

DEPARTMENT: CMO

PROPOSED ACTION: Council receive the City Manager's recommended budget for Fiscal Year 2025-2026.

BACKGROUND:

The proposed Fiscal Year 25-2026 Annual Budget has been prepared using data directly from our financial software. The top priority of the proposed budget is to re-establish fund balances for the General and Utility Funds until investment pool resources can be further assessed and assigned to accounting funds.

Key Highlights:

- **Revenue Estimates:** Projected revenues are based on cautious assumptions regarding property values, sales tax collections, and other revenue streams to reestablish the City's financial stability. Certified Property Values from the Bastrop Central Appraisal District (to include Travis County) are anticipated on or around July 25th which will allow for completion of the Truth in Taxation Form. Tax rate projections will be developed at that time.
- **Expenditure Control:** Due to fund balance uncertainties, expenditure projections are reduced to be below revenue projections to reestablish positive balances. Additional funding for the continuation of ambulatory-related services for the next fiscal year has critically strained our resources.
- **Funding Limitations:** Not all departmental requests and initiatives could be funded in this budget cycle. A separate notebook of Departmental requested items is provided for Council consideration when funding becomes available.
- **Personnel:** A recommended salary increase for employees as well as a comprehensive salary and benefits study are included in the proposed budget. The only funded staff change is the addition of an upgrade to senior accountant in the Finance Department for the current fiscal year, as previously discussed.
- **Capital Improvements:** Only current projects and grant-funded projects have been incorporated into the proposed budget. Focus on priority capital projects should be assessed mid-fiscal year (March or July) 2026.
- **Strategic Alignment:** While the City Council goals are staff priorities, no financial resources are dedicated towards goal-related activities at this time due to severe financial constraints.

Note: Proposed Budget document will be presented to council at the time of meeting and will be made available to the public via the City's website and printed copies at the Library on the following business day.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends the City Council receive the presentation, and then discuss priorities and provide direction during budget workshops.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - July 1, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approve the minutes as they are presented

BACKGROUND:

The City Council held a regularly scheduled meeting on July 1, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

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

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll.

Present:

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

Staff:

Isaac Turner, Interim City Manager
Peyton Standifer, City Secretary
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, City Engineer & Development Services Director
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Heather Fowler, Library Services Manager
Elizabeth Marzec, Recreation Program Manager
Esmeralda Rangel, Assistant City Secretary
Lori Lankford, Gradient Leadership Solutions
Oscar Toboda, Police Officer

INVOCATION

Council Member Rodriguez provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no public comments.

ANNOUNCEMENTS

- 1. The Dino Splash Bash will be on Friday July 11th from 6PM-8PM at Thomas Memorial Park**
Heather Fowler, Library Services Manager, provided the Council with information on this announcement.
- 2. Water Aerobics are available Monday, Wednesday, and Friday from 10:30AM-11:30 AM and Tuesday and Thursday from 7:15PM-8:15PM at the Morris Memorial Pool**
Heather Fowler, Library Services Manager, provided the Council with information on this announcement.
- 3. The 77th McDade Watermelon Festival and Parade is on Saturday July 12th**
Heather Fowler, Library Services Manager, provided the Council with information on this announcement.
- 4. The Elgin VFW Post 6115 4th of July Celebration is on July 4th at 5PM at the Elgin VFW**
Heather Fowler, Library Services Manager, provided the Council with information on this announcement.

Council Member Love shared the initial announcement regarding a town hall meeting scheduled for July 19th at the EISD Administration Building, noting that additional reminders and announcements would follow.

PRESENTATION

- 1. A PROCLAMATION RECOGNIZING JULY AS NATIONAL PARK AND RECREATION MONTH IN THE CITY OF ELGIN**
Mayor McShan read the proclamation. Elizabeth Marzec, Recreation Program Manager, received the proclamation from Mayor McShan.

STAFF REPORT

- 1. Financial Improvement Overview (Sanders/Lankford)**
Mayor McShan read the title of the item and asked Mr. Turner, Interim City Manager, to address the Council. Mr. Turner then invited Lorie Landford, Gradient Solutions, and Pam Sanders, Human Resources Director, to present to the Council. Their presentations focused on the progress within the Finance Department and provided updates on the budget process. Both presenters delivered their reports and responded to questions made from the City Council.
- 2. Library Grant Award Announcement**
Mayor McShan read the title of the item and invited Heather Fowler, Library Services Manager, to address the Council. Ms. Fowler announced that the Elgin Library had been awarded a grant that would help fund the development of a sensory space for children with disabilities. She also responded to questions from the Council.

CITY MANAGERS REPORT

1. Briefing from the Development Services Director on the Property for the Elgin Police Department (Perry)

Mayor McShan read the title and invited Beau Perry, City Engineer and Development Services Director, to address the Council. Mr. Perry provided an update and stated that staff believed there was a solid timeline in place and strong communication with the lead developer, ensuring that the item did not need to be rushed and that sufficient time was available. Mr. Perry also responded to additional questions and comments from the Council.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - June 17, 2025

This item was approved on the consent agenda.

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF \$62,218.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT (Noble)

Mayor McShan stated that this item would be pulled and brought back for the August 5th meeting.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 5 FOR THE WELL 17 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

This item was approved on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING THE PAYMENT TERMS OF THE CREEKS CROSSING UTILITY LINE UPSIZING AGREEMENT WITH BRIGHTLAND HOMES AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

This item was approved on the consent agenda.

Mayor Pro Tem Brashar motioned to approve the items on the consent agenda. Council Member Love seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE. (Perry)

Mayor McShan read the title and invited Beau Perry, City Engineer and Development Services Director, to address the Council. Mr. Perry stated that this was the most recently purchased property for the wastewater treatment plant and that staff highly recommended

opting the property into the City's ETJ in order to maintain developmental control. He also responded to questions from the Council.

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

2. Appointment of Council Member Love as the Deputy Mayor Pro Tem

Mayor McShan read the title and expressed her belief that there should be a succession plan in place. She noted that Council Member Love had shown interest in becoming Mayor Pro Tem and stated that she deemed it appropriate to begin training her now so she would have the necessary understanding of the responsibilities associated with the role. Mayor McShan also responded to questions from the Council.

Council Member Crim motioned to approve the appointment. Council Member St. Pierre seconded the motion. All voted in favor. The motion carried.

3. Update on the Charter Review Committee (Lundgren/Standifer)

Mayor McShan read the title and invited Jessica Jaimes, Charter Review Committee Board Chair, and Peyton Standifer, City Secretary, to address the Council. Ms. Jaimes presented the propositions the board had developed so far, reading each recommendation aloud and providing background on the reasoning behind them. Ms. Standifer offered additional information when needed. Council members were asked to hold their questions until the end of the presentation. Mr. Turner clarified that the Council would have the option to accept or reject the recommendations presented by the board. He also noted that the committee would present its final recommendations on July 15th, at which time the Council would vote on them. Questions made from the Council were addressed and answered.

EXECUTIVE SESSION

Mayor McShan read the two item titles for Executive Session, and adjourned the meeting into executive session at 8:10 PM.

- 1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**
- 2. In accordance with Chapter 551 of the Texas Government Code, the Council will convene into executive session, pursuant to Section 551.074 (Personnel Matters): Discuss executive recruitment for the City Manager**

RECONVENE

Mayor McShan reconvened the meeting at 10:14 PM. There was no action taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 10:15 PM.

ATTEST:

Theresa Y. McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Consider approval of amendments to the by-laws of the Elgin Economic Development Corporation (EDC) to transfer supervisory authority over the EDC Director from the EDC Board of Directors to the City Manager of the City of Elgin.

DEPARTMENT: Executive

PROPOSED ACTION: Approve the amendments to the EDC by-laws

BACKGROUND:

The Interim City Manager requested the Elgin Economic Development Board of Directors consider transferring managerial support responsibilities from the Board to the City Manager. Attached are the changes to the by-laws as proposed. The Elgin Economic Development Board of Directors reviewed the proposed changes on Wednesday, July 9, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

1. ITEM 9.2 Amendment to By-laws-amended 4-2025 MJS.Redline (002)

- { } 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.

**BY-LAWS OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF ELGIN, TEXAS**

A NON-PROFIT CORPORATION

**SECTION I
OFFICES**

1.0 Registered Office and Registered Agent

The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The Board of Directors may, from time to time, change the registered office, provided that such change is appropriately reflected in these By-laws and in the Articles of Incorporation, and filed with the Secretary of State.

The registered office of the Corporation shall be 310 North Main Street, Elgin, Texas 78621, and the initial registered agent shall be City Secretary, ~~Shirley Ga~~, whose mailing address is P.O. Box 591, Elgin, Texas 78621, and who may be served with process at 310 North Main Street, Elgin, Texas.

1.02 Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City Hall, City of Elgin, County of Bastrop, and it shall be identical with the registered office of the Corporation.

**SECTION II
PURPOSE**

2.01 Purposes

The Corporation is a non-profit corporation specifically governed by the Texas Development Corporation Act of 1979, Article 5190.6 S 4B, as amended (herein referred to as the "Act"). The purpose of the Corporation shall be to promote, assist, and enhance economic development in accordance with the Articles of Incorporation, and to engage in any and all activities authorized by the Texas Development Act of 1979, as amended. The Corporation shall have all of the powers enumerated in Section 23 (a) of Article 5190.6, except as limited by these By-laws, the Articles of Incorporation, or vote of the City Council.

**SECTION III
MEMBERS**

3.01 Members

The Corporation shall have no members.

SECTION IV BOARD OF DIRECTORS

4.01 Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the governing body of the City of Elgin, and subject to applicable limitations imposed by the Texas Non-Profit Corporation Act, The Texas Business Corporation Act, the Texas Development Corporation Act, the Articles of Incorporation, or these By-laws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact any special business requiring such authorization.

4.02 Number and Qualifications

The authorized number of Directors of this Board shall be seven (7), two (2) of whom shall be members of the City Council, and at least five (5) of whom shall not be officers or employees of the City of Elgin or its City Council. All directors must be **either a resident of the City of Elgin or Bastrop County**.

The City Council shall appoint the Directors of the Corporation in accordance with Texas Development Act of 1979, as amended. The City Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered.

4.03 Bonds

The Directors of this Board shall give an official bond sum of not less than fifty thousand and no/100 dollars (\$50,000.00). The bonds referred in this section shall be considered for the faithful accounting of all moneys and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums thereafter shall be paid by the Corporation. A copy of each directors' bond shall be filed with the Secretary of State.

4.04 General Duties of the Board

The Board is hereby required to perform the following duties:

1. The Board shall **review the** overall economic development plan for the City. The Board shall develop an annual budget. The Board shall set forth intermittent and/or short term goals which the Board deems necessary to accomplish compliance with the overall economic development plan. The budget set forth by the Board must be approved by the City Council of the City of Elgin before being adopted by the Board.

The overall economic development plan for the City should include the following elements:

- a. An economic development strategy to permanently bolster the business climate throughout the City.
- b. Strategies to fully utilize the assets of the City which enhance economic development.

- c. Identification of strategies to coordinate public, private, municipal, and academic resources to develop and enhance business opportunities for all citizens of Elgin. This plan shall include methods to improve communication and cooperation between the above mentioned entities.
 - d. Identification of strategies and implementation **plan for** those strategies for direct economic development as defined in this Section.
 - e. An annual work plan outlining the activities, tasks, projects, and programs to be undertaken by the Board during the upcoming fiscal year. The annual work plan shall be submitted with the annual budget as outlined in Article 7.02 of these By-laws.
- 2. The Board shall review and update its overall economic development plan each year to ensure that said plan is up to date with the current economic climate and is capable of meeting Elgin's current economic development needs.
 - 3. The Board shall expend, in accordance with all applicable laws, the funds received by it on the implementation of its overall economic development plan and on direct economic development. Such expenditures may have a direct benefit on the citizens of Elgin. Before expending funds to undertake a project, the Corporation shall hold at least one public hearing on the proposed project.

As used in this article, "direct economic development" shall mean projects or programs that directly accomplish or aid in the accomplishment of creating new jobs or retaining existing jobs, including educational, job training, planning and research activities necessary to promote job creation or retention. The Corporation's focus for direct economic development will be primarily in the areas of

- a. Job and Investment Creation
 - b. Workforce Development
 - c. Infrastructure Development
 - d. Business Retention and Expansion
- 4. The Board of Directors shall make a detailed report to the City Council at least once each year, and at such other times as requested by the City Council. Such report shall include, but not limited to, the following:
 - a. A review of all expenditures made by the Board in connection with their activities involving direct economic development as defined in this article, together with a report of all other expenditures made by the Board.
 - b. A review of accomplishments of the Board in the area of direct economic development, together with a proposed budget for the coming year.
 - c. The policies and strategy followed by the Board in the relation to direct economic development together with any new or proposed changes in said policies and strategy.
 - d. The activities of the Board for the budget year addressed in said annual report, together with any proposed change in said activity relating to direct economic development.

- e. A review of the activities of the Board in areas of endeavor other than direct economic development together with any proposed changes in such activities.
- f. The annual required report, shall be made to the City Council by August 31 of each year.
- g. The annual report shall be considered by the City Council for its review and approval.

4.05 Tenure

The terms of office for the Directors are as follows: 1) If the Board member is a member of the City Council, his or her term shall coincide with his or her elected term of office; 2) If the Board member is not a City Council member, initial terms shall be determined by a drawing; 3) There shall be three (3) members whose terms shall be for two (2) years; 4) There shall be two (2) members whose term shall be one (1) year. Thereafter, the terms shall be two (2) years per member. Directors shall be removable at any time by vote of the City Council.

4.06 Vacancies

Any vacancy occurring shall be filled by appointment by the City Council.

4.07 Meetings

The Board shall hold a regular meeting at least quarterly at the Elgin City Hall, at such time and date as the Board shall designate. All meetings of the Board shall provide notice hereof as provided and set forth in Chapter 551, Texas Government Code (The Texas Open Meetings Act). Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the President of the Board no later than seven (7) days prior to the date of the Board meeting. The Board shall set regular meeting dates from time to time.

Notice of any meeting shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. The notice shall contain information regarding the particular time, date, and location of the meeting and the agenda to be considered. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

The annual meeting of the Board of Directors shall be in **June** of each year, at the Elgin City Hall.

4.08 Attendance

Regular attendance of the Board meetings is required of all Members, and the attendance record of each Board member shall be submitted to the Council prior to any re-appointment to the Board. The following number of absences may constitute the need for replacement of a member by the City Council: three (3) consecutive absences from regularly scheduled meetings, or attendance reflecting absences constituting 50% of the meetings over a twelve (12) month period. In the event replacement is indicated, the President shall give notice of such fact to the Board Member and the Council.

4.09 Quorum

For the purpose of convening a meeting, a simple majority of the Directors then serving on the Board shall constitute a quorum. For purposes of transacting the business of the Corporation at any meeting, a simple majority of the appointed Directors shall constitute a quorum. If there

is an insufficient number of Directors present to constitute a quorum, the presiding officer shall adjourn the meeting. Workshop meetings shall not require a quorum.

4.10 Compensation

The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual cost of travel, lodging and incidental expenses as authorized by the Board, in accordance with State Law.

4.11 Voting: Action of the Board of Directors

Directors must be present in order to vote at any meeting. Unless otherwise provided in these By-laws or in the Articles of Incorporation or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors. In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the meeting and shall **leave the room during discussion of the item as well as** abstain from the vote. In absence of a conflict of interest, each Director present at the meeting shall vote for or against each question brought before the Board. Any Director shall bring to the attention of the meeting any apparent conflict of interest of any other Director, in which case the Board shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The director as to whom a question of interest has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.

4.12 Board's Relationship with City Council

In accordance with State Law, the City Council shall require that the Corporation be responsible to it for the proper discharge of its duties. All policies for program administration shall be submitted for Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties imposed by applicable laws, the Articles of Incorporation, these By-laws, contracts entered into with the City, and budget and fiduciary responsibilities.

4.13 Board's Relationship with Administrative Departments of the City

Any request for services made to the administrative departments of the City Shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when such requested services are available within the administrative departments of the City and that the Board and City have mutually agreed on reimbursement to the administrative department's budget for the costs of such services so provided.

Any requests for legal assistance may be made by the Board or its designee to the City Attorney. The City Attorney may provide such assistance when such services are available. When such services are unavailable, the Board may obtain other counsel.

The Director of Economic Development shall be the chief administrative officer of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract execution/administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation. The Director of Economic Development shall be an

employee of the City and report to the City Manager. The City Manager shall have the authority, subject to the provisions of the City Charter and policies and procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate of the Economic Development Director. The City Manager shall consult with the Board as it relates to hiring and firing of the Economic Development Director, and will receive all benefits, and incentives that other employees receive — and will follow all city policies and procedures. However, the Director of Economic Development shall report to and be responsible to the Elgin Economic Development Corporation Board of Directors in all matters with the Elgin Economic Development Corporation Board of Directors having full authority to hire, fire, direct and control the work of the Economic Development Director.

The director of economic development shall employ such full or part-time employees as needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. The director of economic development shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of all such employees.

SECTION V OFFICERS

5.01 Officers of the Corporation

The elected officers of the Corporation shall be a President, Vice President, and Secretary. The Board may resolve to appoint one or more Assistant Secretaries, as it may consider desirable. Such officers shall have the authority and shall perform the duties of the office as the Board may from time to time delegate to his or her respective Assistant. Any two (2) offices may be held by the same person, except the office of President.

5.02 Selection of Officers

The board shall appoint from among Members individuals to hold the offices of President, Vice President, and Secretary. The term of office for each of these Officers shall always be for a period of one (1) year; provided, however, that such Officers shall continue to serve until the election of their successors.

5.03 Vacancies

Vacancies in any office which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board of Directors for the unexpired term portion of that term of that office, in the same manner as other officers are appointed by the Board.

5.04 President

The President shall be the Chief Executive Officer of the Corporation, and shall:

1. Preside over all meetings of the Board.
2. Have the right to vote on all matters coming before the Board.
3. Shall cause the agenda to be prepared and posted in accordance with the Texas Open Meetings Act.

4. Have the authority, upon notice to the members of the Board, to call a special meeting of the Board when in his or her judgement such meeting is required in accordance with the Texas Open Meetings Act.
5. Have the authority to appoint ad hoc committees which may address issues of a temporary affect on the business of the Board.

In addition to the above mentioned duties, the President shall sign with the Secretary of the Board any deed, mortgage bonds, contracts, or other instruments which the Board of Directors has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by the appropriate statute. In general, the President shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

5.05 Vice President

In the absence of the President, or in the event of his or her inability to act, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all the power of and be subject to all the same restrictions as upon the President. The Vice President shall also perform other duties as from time to time may be assigned to him or her by the President.

5.06 Secretary

The Secretary shall keep the minutes of all proceeding of the Board of Directors and make a proper record of same, which shall be attested by the Secretary. The Secretary shall keep such books as may be required by the Board of Directors, and shall perform such other duties as may be required by the Board of Directors.

5.07 Assistant Secretary

The assistant Secretary, if any, shall in general, perform such duties as may be assigned to them by the Secretary, or by the President or the Board of Directors.

5.08 Contracts for Service

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation, or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policy-making functions in discharging the duties herein above set forth in this section.

SECTION VI COMMITTEES

The Board may determine from time to time that committees are necessary or appropriate to assist the Board of Directors, and shall designate, subject to Board approval, the members of the respective committees. No such committee shall have independent authority to act for or in the stead of the Board.

SECTION VII FINANCIAL ADMINISTRATION

All financial and accounting services for the Corporation shall be provided by the City of Elgin Finance department, in compliance with appropriate governmental finance and accounting standards. These services shall be reimbursed as approved in the Corporation's budget and the City of Elgin Budget.

7.01 Fiscal Year

The fiscal year of the Corporation shall begin October 1 and end on September 30 of the following year.

7.02 Budget

The Board of Directors shall cause to be prepared, and shall submit to the City Council of the City of Elgin, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule as set forth by the City Manager. The budget shall be submitted to the City Manager, no later than July 1, for inclusion in the annual budget presentation to the City Council for approval. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board of Directors and the City Council. No budget amendments shall become effective without City Council approval. No expenditures of funds shall be made by any Officer, employee or agent of the Corporation unless such expenditure is provided for in the budget of the Corporation which has been approved by the City Council.

7.03 Contracts

As provided in Article V above, the President and Secretary shall execute any contracts or other instruments which the Board has approved and authorized to be executed, provided, however, that the Board may by appropriate resolution, authorize any other officer or officers or any other agent or agents, including the Economic Development Director of the City of Elgin to enter into contracts or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

7.04 Checks and Drafts

All checks and drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by at least two bonded individuals.

7.05 Deposits

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of public funds of the City, as authorized

by the City Investment Policy in accordance with Chapter 105 of the Local Government Code and Chapter 2256 Public Funds Investment.

7.06 Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purpose or for any special purposes of the Corporation.

7.07 Purchasing

All purchases made and contracts executed by the Corporation shall be made in accordance with requirements of the Texas Constitution and Statutes of the State of Texas and ordinances of the City of Elgin.

7.08 Investments

Temporary and idle funds which are not needed for immediate obligations of the Corporation shall be maintained on deposit in the designated depository of the City, or may be invested in any other manner in which authorized by the City Investment Policy.

7.09 Bonds

Any bonds issued by the Corporation shall be in accordance with the statutes governing this Corporation, but in any event, no bonds shall be issued without approval of the Elgin City Council, after review and comment by the City's bond counsel and financial advisor.

SECTION VIII

RECORD KEEPING AND AUDITING PROCEDURES

The Corporation shall keep correct and complete books and records of all actions of the Corporation, including books and records of account of the minutes of meetings of the Board of Directors. All books and records of the Corporation may be inspected by Directors of the Corporation or his agent or attorney at any reasonable time; and any information which may be designated as public information by law shall be open to public inspection at any reasonable time. The Texas Open Records Act and Open Meetings Act shall apply to disclosure of public information. The City of Elgin shall provide for an annual financial audit to be performed by a competent independent audit firm.

SECTION IX

AMENDMENTS TO BY-LAWS

These By-laws may be amended or repealed and new By-laws may be adopted by an affirmative vote of four (4) of the authorized Directors serving on the Board, at a meeting of the Directors held for such specific purpose, and the notice requirements stated herein above regarding special meetings shall apply. The Directors of the Corporation present at an annual meeting of the Board may, by a vote of four (4), in accord with the requirements of Article IV herein above, amend or repeal and institute new By-laws, provided that at least ten (10) days prior to the annual meeting, written notice setting forth the proposed action shall have been

given in accordance to the requirements of the Texas Open Meetings Act. No amendments to these By-laws shall become effective without City Council approval.

SECTION X

DISSOLUTION

On petition of ten (10) percent or more of the registered voters of the City of Elgin requesting an election on the dissolution of the Corporation, the City Council shall order an election on the issue. The election must be conducted according to the applicable provision of the Election Code. The ballot for the election shall be printed to provide for voting for or against the proposition:

"Dissolution of the Elgin Economic Development Corporation of the City of Elgin, Texas."

If a majority of voters voting on the issue approve the dissolution, the Corporation shall continue operations only as necessary to pay the principal of and interest on its bonds and to meet obligations incurred before the date of the election and, to the extent practicable, shall dispose of its assets and apply the proceeds to satisfy those obligations. When the last of the obligations is satisfied, any remaining assets of the Corporation shall be transferred to the City, and the Corporation is dissolved.

SECTION XI

INDEMNITY

The Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such a position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Furthermore, as set out in VACS, Article 5190.0 Section 4B, the Corporation, a Director of the Corporation, the City creating the Corporation, a member of the governing body of the City, or an employee of the Corporation or City is not liable for damages arising from the performance of a governmental function of the Corporation or City. For the purposes of Chapter 101, Civil Practice and Remedies Code. The Corporation is a governmental unit and its actions are governmental functions.

The Corporation further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, licensees, invitees, and other persons, as well as their property, while in the vicinity where activities are being performed. It is expressly understood and agreed that the City of Elgin shall not be liable or responsible for the negligence of the Corporation including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

Amended, approved and adopted at a meeting of the City Council held on _____.

Attest: Theresa McShan~~Marc Holm~~, Mayor

Peyton Sandifer~~Lucretia Alvarez~~, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERTIM CITY MANAGER TO EXECUTE PAY APPLICATION NO. 20 TO BAIRD/WILLIAMS IN THE AMOUNT OF \$53,100.00 FOR THE NEW POLICE STATION PROJECT; MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)

DEPARTMENT: Finance

PROPOSED ACTION: To approve and authorize the City's processing of Pay Request No. 20 (Final) for the new police station project, submitted by Baird/Williams, for work performed through 03/31/2025, in the amount of \$53,100.00.

BACKGROUND:

The City is currently executing the new police station project, with Council-approved funding. The contractor has submitted a verified and approved payment request in accordance with contract terms. The payment aligns with project milestones and contractual obligations.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approving the payment request to ensure compliance with contract obligations, maintaining project momentum, and supporting transparency in financial transactions related to capital projects.

ATTACHMENTS:

1. Resolution Pay App #20 Baird Williams
2. Pay App 20

{ } 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. 2025-07-15-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY APPLICATION NO. 20 TO BAIRD/WILLIAMS IN THE AMOUNT OF \$53,100.00 FOR THE NEW POLICE STATION PROJECT; MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin ("City") is undertaking the New Police Station Project, which was approved by Council and funded through general fund, ARPA, Certificate of Obligation 2021A proceeds; and

WHEREAS, the contractor Baird/Williams submitted Pay Request No. 20, in the amount of \$53,100.00, for completed and verified work; and

WHEREAS, the Interim City Manager (or designee), in coordination with the City Engineer and Public Works Department, reviewed and recommends approval of the pay request as consistent with the progress of work completed and in accordance with the contract terms; and

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

Section 1. Findings. The City Council hereby finds that the recitals above are true and correct and incorporated herein for all purposes.

Section 2. Authorization. The Mayor or Interim City Manager is hereby authorized to execute Pay Request No. 20 with Baird/Williams, a request for payment which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 15th day of July 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

Exhibit A

FGMARCHITECTS

April 9, 2025

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

**Subject: Payment Application #20 – Bid Package #2
City of Elgin - New Police Station**

Dear City Manager,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$53,100.00

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

Sincerely,



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

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

Enclosure(s): Payment Application #20 – Bid Package #2

CITY OF ELGIN-PAYMENT REQUEST



Today's Date: 06/24/25

Vendor Name: Baird Williams

☐ **New Vendor:** include new vendor information page, W9 and conflict of interest form.

☒ **Project Name:** PD
07/15/25

Council Meeting Date: _____

☐ **Emergency Request:** Provide Explanation _____

GL Account	Invoice #	Due Date	Purpose/Description	Amount
155-652-53490	pay app 20		pay app 20-2 new police station	53,100.00
Total Amount				53,100.00

Approvals and Review

Division Mgr. Approval _____ Date _____

Dept Head Approval  _____ Date 6/26/24

Finance Director Review  _____ Date _____

*City Manager Review _____ Date _____
*Required >\$25,000.

COMMENTS (relevant info needed to process payment):

ENTERED
6-24-25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NO: Twenty (20) - FINAL
APPLICATION DATE: April 1, 2025

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

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

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

PERIOD FROM: February 1, 2025
PERIOD TO: March 31, 2025

PROJECT NO: 602

CONTRACT FOR: General Construction

CONTRACT DATE: March 31, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

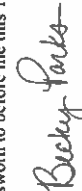
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$4,349,760.00
2. Net change by Change Orders	\$	\$550,121.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	\$4,899,881.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$4,899,881.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	0.00
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$4,899,881.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$4,846,781.00
8. CURRENT PAYMENT DUE	\$	\$53,100.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	\$0.00

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By:  Date: April 1, 2025

State of Texas County of Bell
Subscribed and sworn to before me this 1st day of April, 2025.

Notary Public: 



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

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

AMOUNT ~~CERTIFIED~~ REVIEWED, \$ \$53,100.00

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

ARCHITECT: FGM ARCHITECTS, INC

By/Date:  04/09/2025

OWNER: THE CITY OF ELGIN, TEXAS

By/Date:

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$550,121.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$550,121.00	\$0.00
NET CHANGES by Change Order	\$550,121.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 20 - FINAL

Contractor's signed certification is attached.

APPLICATION DATE: 04/01/25

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

PERIOD FROM: 02/01/25

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

PERIOD TO: 03/31/25

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 20-FINAL
APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

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

CONTINUATION SHEET

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 20 - FINAL
APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

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

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 20 - FINAL

Contractor's signed certification is attached.

APPLICATION DATE: 04/01/25

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

PERIOD FROM: 02/01/25

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

PERIOD TO: 03/31/25

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

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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APPLICATION NO: 20 - FINAL
APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

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

CONTINUATION SHEET

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APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 8 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 20 - FINAL
APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

ITEM NO.	DESCRIPTION OF WORK	B		C		D	E	F		G	H	I
		SCHEDULED VALUES Totals		WORK COMPLETED PREVIOUS APPLICATION				TOTAL COMP & STORED TO DATE	% (F + B)			
3512	Generator - Equipment	\$159,000.00		\$159,000.00	\$0.00			\$159,000.00	100%	\$0.00	\$0.00	\$0.00
3513	Generator - Material	\$5,000.00		\$5,000.00	\$0.00			\$5,000.00	100%	\$0.00	\$0.00	\$0.00
3514	Generator - Labor	\$4,000.00		\$4,000.00	\$0.00			\$4,000.00	100%	\$0.00	\$0.00	\$0.00
3515	Branch Circuits - Labor	\$22,000.00		\$22,000.00	\$0.00			\$22,000.00	100%	\$0.00	\$0.00	\$0.00
3516	Branch Circuits - Material	\$22,000.00		\$22,000.00	\$0.00			\$22,000.00	100%	\$0.00	\$0.00	\$0.00
3517	HVAC Connections - Labor	\$7,000.00		\$7,000.00	\$0.00			\$7,000.00	100%	\$0.00	\$0.00	\$0.00
3518	HVAC Connections - Material	\$2,500.00		\$2,500.00	\$0.00			\$2,500.00	100%	\$0.00	\$0.00	\$0.00
3519	Feeders - Labor	\$6,500.00		\$6,500.00	\$0.00			\$6,500.00	100%	\$0.00	\$0.00	\$0.00
3520	Feeders - Material	\$10,000.00		\$10,000.00	\$0.00			\$10,000.00	100%	\$0.00	\$0.00	\$0.00
3521	Site - Labor	\$20,000.00		\$20,000.00	\$0.00			\$20,000.00	100%	\$0.00	\$0.00	\$0.00
3522	Site - Material	\$35,000.00		\$35,000.00	\$0.00			\$35,000.00	100%	\$0.00	\$0.00	\$0.00
3523	Site Lighting - Labor	\$6,000.00		\$6,000.00	\$0.00			\$6,000.00	100%	\$0.00	\$0.00	\$0.00
3524	Site Lighting - Material	\$2,500.00		\$2,500.00	\$0.00			\$2,500.00	100%	\$0.00	\$0.00	\$0.00
3600	Fire Alarm System											
3601	Submittals / Engineering	\$4,426.00		\$4,426.00	\$0.00			\$4,426.00	100%	\$0.00	\$0.00	\$0.00
3602	Fire Alarm - Labor	\$10,212.00		\$10,212.00	\$0.00			\$10,212.00	100%	\$0.00	\$0.00	\$0.00
3603	Fire Alarm - Material	\$32,081.00		\$32,081.00	\$0.00			\$32,081.00	100%	\$0.00	\$0.00	\$0.00
3700	General Requirements	\$132,238.00		\$132,238.00	\$0.00			\$132,238.00	100%	\$0.00	\$0.00	\$0.00
	SCHEDULED ALLOWANCES											
3800	No. 1 - Contractor's Contingency	\$0.00		\$0.00	\$0.00			\$0.00			\$0.00	\$0.00
3801	CP #01 - Soap Dispenser Change	(\$812.00)		(\$812.00)	\$0.00			(\$812.00)	100%		\$0.00	\$0.00
3802	CP #02 - Remove AWI Certification	(\$10,673.00)		(\$10,673.00)	\$0.00			(\$10,673.00)	100%		\$0.00	\$0.00
3803	CP #03 - Alum. Frames to Dark Bronze	\$2,730.00		\$2,730.00	\$0.00			\$2,730.00	100%		\$0.00	\$0.00
3804	CP #04 - Transformer KV a Credit	(\$17,855.00)		(\$17,855.00)	\$0.00			(\$17,855.00)	100%		\$0.00	\$0.00
3805	CP #05 - Ballistic Door Assemblies	\$9,975.00		\$9,975.00	\$0.00			\$9,975.00	100%		\$0.00	\$0.00
3806	CP #07 - PR #01	\$600.00		\$600.00	\$0.00			\$600.00	100%		\$0.00	\$0.00
3807	CP #08 - RFI #18	\$9,475.00		\$9,475.00	\$0.00			\$9,475.00	100%		\$0.00	\$0.00
3808	CP #09 - Signage Credit	(\$6,870.00)		(\$6,870.00)	\$0.00			(\$6,870.00)	100%		\$0.00	\$0.00
3809	CP #10 - Bid Alternate #4	\$22,000.00		\$22,000.00	\$0.00			\$22,000.00	100%		\$0.00	\$0.00
3810	CP #11 - Door 132A ADA Change	\$3,165.00		\$3,165.00	\$0.00			\$3,165.00	100%		\$0.00	\$0.00
3811	CP #12 - RFI #27	\$1,597.00		\$1,597.00	\$0.00			\$1,597.00	100%		\$0.00	\$0.00
3812	CP #14 - PR #04	\$2,340.00		\$2,340.00	\$0.00			\$2,340.00	100%		\$0.00	\$0.00
3813	CP #15 - PR #03	\$150,000.00		\$150,000.00	\$0.00			\$150,000.00	100%		\$0.00	\$0.00
3814	CP #16 - Unallocated Funds to Cont.	(\$150,000.00)		(\$150,000.00)	\$0.00			(\$150,000.00)	100%		\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 9 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 20 - FINAL
APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C		D WORK COMPLETED THIS PERIOD	E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION							
3815	CP #17 - ASI #12	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3816	CP #18 - ASI #17	\$7,191.00	\$7,191.00	\$0.00			\$7,191.00	100%	\$0.00	\$0.00
3817	CP #19 - Walls to Deck Transfer Ducts	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3818	CP #20 - PR #003	\$11,440.00	\$11,440.00	\$0.00			\$11,440.00	100%	\$0.00	\$0.00
3819	CP #21 - Replace WM & Lid	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3820	CP #22 - PR #06 & RM 115 Flooring	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3821	CP #23 - PR #11	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3822	CP #24 - PR #09	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3823	CP #25 - PR #08 & PR #10	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3824	CP #26 - PR #03 (Planter Drainage)	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3825	CP #27 - PR #13	\$0.00	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00
3826	CP #28 - Avenue C	\$15,697.00	\$15,697.00	\$0.00			\$15,697.00	100%	\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$315,697.00	\$0.00			\$315,697.00	100%	\$0.00	\$0.00
4000	*Construction Fee	\$155,178.00	\$155,178.00	\$0.00			\$155,178.00	100%	\$0.00	\$0.00
	CHANGE ORDERS									
4100	Change Order #01									
4101	Communications	\$62,220.00	\$62,220.00	\$0.00			\$62,220.00	100%	\$0.00	\$0.00
4102	Audio/Visual Systems - Pre-Wire Only	\$8,460.00	\$8,460.00	\$0.00			\$8,460.00	100%	\$0.00	\$0.00
4103	Electronic Safety & Security	\$183,277.00	\$160,012.00	\$23,265.00			\$183,277.00	100%	\$0.00	\$0.00
4104	Rough-In for Special Systems	\$12,500.00	\$12,500.00	\$0.00			\$12,500.00	100%	\$0.00	\$0.00
4105	General Requirements	\$13,323.00	\$13,323.00	\$0.00			\$13,323.00	100%	\$0.00	\$0.00
4106	*Quoted General Conditions	\$27,978.00	\$27,978.00	\$0.00			\$27,978.00	100%	\$0.00	\$0.00
4107	*Construction Fee	\$11,191.00	\$7,963.00	\$3,228.00			\$11,191.00	100%	\$0.00	\$0.00
4200	Change Order #02									
4201	Earthwork	\$28,162.00	\$28,162.00	\$0.00			\$28,162.00	100%	\$0.00	\$0.00
4202	Pavement Markings	\$4,281.00	\$4,281.00	\$0.00			\$4,281.00	100%	\$0.00	\$0.00
4203	Landscaping	\$6,279.00	\$6,279.00	\$0.00			\$6,279.00	100%	\$0.00	\$0.00
4204	Sleeves	\$558.00	\$558.00	\$0.00			\$558.00	100%	\$0.00	\$0.00
4205	Site Utilities	\$5,802.00	\$5,802.00	\$0.00			\$5,802.00	100%	\$0.00	\$0.00
4206	Dispose Utility Spoils	\$930.00	\$930.00	\$0.00			\$930.00	100%	\$0.00	\$0.00
4207	Concrete	\$64,615.00	\$64,615.00	\$0.00			\$64,615.00	100%	\$0.00	\$0.00
4208	Monument Sign Relocation	\$2,007.00	\$2,007.00	\$0.00			\$2,007.00	100%	\$0.00	\$0.00
4209	Flagpole	\$1,791.00	\$1,791.00	\$0.00			\$1,791.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

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PAGE 10 OF 10

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APPLICATION DATE: 04/01/25
PERIOD FROM: 02/01/25
PERIOD TO: 03/31/25

ITEM NO.	A DESCRIPTION OF WORK	B	C		D WORK COMPLETED THIS PERIOD	E Materials Presently Stored	F		G % (F + B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
		SCHEDULED VALUES Totals	PREVIOUS APPLICATION	TOTAL COMP & STORED TO DATE							
4210	*Quoted General Conditions	\$11,442.00	\$11,442.00		\$0.00		\$11,442.00	100%	\$0.00	\$0.00	
4211	*Construction Fee	\$4,576.00	\$4,576.00		\$0.00		\$4,576.00	100%	\$0.00	\$0.00	
4300	Change Order #03										
4301	Earthwork / Asphalt Paving	\$36,377.00	\$36,377.00		\$0.00		\$36,377.00	100%	\$0.00	\$0.00	
4302	Concrete	\$3,475.00	\$3,475.00		\$0.00		\$3,475.00	100%	\$0.00	\$0.00	
4303	*Quoted General Conditions	\$5,555.00	\$5,555.00		\$0.00		\$5,555.00	100%	\$0.00	\$0.00	
4304	*Construction Fee	\$2,222.00	\$2,222.00		\$0.00		\$2,222.00	100%	\$0.00	\$0.00	
4400	Change Order #04										
4401	HVAC	\$38,055.00	\$0.00		\$38,055.00		\$38,055.00	100%	\$0.00	\$0.00	
4402	Electrical	\$3,405.00	\$0.00		\$3,405.00		\$3,405.00	100%	\$0.00	\$0.00	
4403	*Quoted General Conditions	\$4,146.00	\$0.00		\$4,146.00		\$4,146.00	100%	\$0.00	\$0.00	
4404	*Construction Fee	\$1,659.00	\$0.00		\$1,659.00		\$1,659.00	100%	\$0.00	\$0.00	
4500	Change Order #05										
4501	Fencing	\$3,100.00	\$0.00		\$3,100.00		\$3,100.00	100%	\$0.00	\$0.00	
4502	Electrical	\$2,001.00	\$0.00		\$2,001.00		\$2,001.00	100%	\$0.00	\$0.00	
4503	*Quoted General Conditions	\$510.00	\$0.00		\$510.00		\$510.00	100%	\$0.00	\$0.00	
4504	*Construction Fee	\$224.00	\$0.00		\$224.00		\$224.00	100%	\$0.00	\$0.00	
		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
	GRAND TOTALS	\$4,899,881.00	\$4,820,288.00		\$79,593.00	\$0.00	\$4,899,881.00	100%	\$0.00	\$0.00	



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the agreement as presented

BACKGROUND:

The Briarwood Development is currently underway with certain wastewater improvements. Staff has identified certain value-added benefits to up-sizing this collector wastewater line now. It is anticipated that it will be more costly to do in the future for the same operation. The line will be installed by the Briarwood Development and paid for by impact fees collected from each home site in the development from now until the completion of construction. This up-sizing secures capacity for future development in the extent of our service area. Staff is not interested in creating or installing anything with a larger capacity than what is in this agreement.

BUDGET/FINANCIAL IMPACT:

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

The cost portion for the City of this participation agreement is \$205,957.00, which will solely be paid from impact fees. The City will reimburse the developer for the construction cost of the over-sizing only.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RessBriarwood upsizing
2. Briarwood - Sewer - 380 Cost Participation Agreement (Ashton Signed)

{ } 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. 2025-07-15-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT IN THE AMOUNT OF \$205,957 FOR
UPSIZING UTILITY LINES IN THE BRIARWOOD
DEVELOPMENT AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, The City of Elgin and ATX Elgin Development have already entered into a development agreement for the Briarwood Development; and

WHEREAS, City staff along with the developers have identified utility enhancements to be made within the development that will also serve area residents with up-sizing utility lines; and

WHEREAS, the City staff is now recommending this agreement to the council for execution to enhance utility service on the west side of County Line Rd, for all residents current and future.

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

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

Section 2. Authorization. The Mayor or Interim City Manager is hereby authorized to execute the agreement in the amount of \$205,957.00 described in the agreement which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 15th day of July 2025

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF
A 24" SEWER LINE IN THE BRIARWOOD SUBDIVISION**

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

THIS COST PARTICIPATION AGREEMENT (this "**Agreement**") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the "**City**"), and **ATX ELGIN DEV, LLC**, a Texas limited partnership, its successors and assigns ("**Developer**"). In this Agreement, the City and Developer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**". Briarwood Municipal Utility District (the "**District**") executes this Agreement solely for the limited purpose of acknowledging the costs and capacity in the Project, as described herein, and to confirm the cost allocations relating to the Project.

RECITALS

WHEREAS, the Developer is developing the Briarwood Subdivision ("**Briarwood**"), which is located within the boundaries of the City and the District;

WHEREAS, the City and Developer desire to cooperate in the construction of a 24" sewer line to be located as shown on **Exhibit "A"**, attached hereto and incorporated herein (the "**Project**"), which will be mutually beneficial to the Parties;

WHEREAS, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined and calculated in **Exhibit "B"**, attached hereto and incorporated herein (the "**City Reimbursement Exhibit**");

WHEREAS, the Developer has entered into a reimbursement agreement with the District, whereby the Developer has agreed to construct certain water, wastewater, and drainage infrastructure on behalf of the District in Briarwood and the District will, subject to the approval of the Texas Commission on Environmental Quality, reimburse the Developer for certain costs of said infrastructure;

WHEREAS, the Developer confirms that the Project costs allocable to the Developer on **Exhibit "B"** represent costs relating to District improvements undertaken on behalf of the District and will provide a benefit to the District; and

WHEREAS, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Recitals. The Recitals above are incorporated herein.

B. Developer Participation. Developer agrees to pay for all costs related to the construction of the Project (the "Project Costs") in accordance with the design plans as approved in writing by the City.

C. City Participation. The City agrees to reimburse Developer in an amount equal to \$205,957.00 as shown on Exhibit "B", conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

D. Reimbursement. The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer's written request for payment, (ii) submittal of a pay application from the contractor, and (iii) written confirmation from the City Engineer that installation has been completed in

accordance with the approved plans. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

II.

GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

B. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

C. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

D. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

E. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Travis County, Texas.

F. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Exhibit. The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" – The Project

Exhibit "B" – City Reimbursement Exhibit

H. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

I. Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

J. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

DEVELOPER: ATX Elgin Dev, LLC
Attn: Sudharshan R. Vembutty
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

K. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

(signatures on following page)

CITY OF ELGIN:

ATTEST:

By: _____

Theresa McShan, Mayor

Peyton Standifer, City Secretary

Date: _____

By: **ATX Elgin Dev, LLC,
a Texas limited partnership**

By: _____

Sudharshan R. Vembutty, Manager

Date: _____

STATE OF TEXAS §

COUNTY OF BASTROP §

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

(SEAL)

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ ^{Fort Bend} §

On this 27 day of June, 2025, before me, the undersigned notary public, personally appeared Sudharshan R. Vembutty, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

(SEAL)

Notary Public, State of Texas



BRIARWOOD MUNICIPAL UTILITY DISTRICT:

(executed solely for the purposes described in the preamble to this Agreement)

ATTEST: _____ By: _____
Brent Cooke, President

Date: _____

Steve Rye, Secretary

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

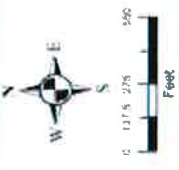
On this day of , 2025, before me, the undersigned notary public, personally appeared Brent Cooke, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

(SEAL)
Notary Public, State of Texas

EXHIBIT "A"

The Project

BRIARWOOD 24" INTERCEPTOR LINE



Disclaimer: This project is subject to special conditions and may not be suitable for that application. In a future project, the user should consult with the engineer for the location of property, easement boundaries, and other information.

WGA
 WATKINS GROUP, INC.
 10000 WATKINS BLVD.
 SUITE 100
 FARMINGTON, CT 06030
 (860) 676-1000
 www.watkinsgroup.com

EXHIBIT "B"

City Reimbursement Exhibit

**BRIARWOOD INTERCEPTOR LINE
OVERSIZING REIMBURSEMENT CALCULATION
CITY OF ELGIN, TEXAS**

SECTION I: WASTEWATER IMPROVEMENTS - WITHOUT OVERSIZING					
BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1-01	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 0' TO 8' DEEP, PER LINEAR FOOT, CIP	59	LF	\$ 69.00	\$ 4,071.00
1-02	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 8' TO 10' DEEP, PER LINEAR FOOT, CIP	240	LF	\$ 71.00	\$ 17,040.00
1-03	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 10' TO 12' DEEP, PER LINEAR FOOT, CIP	664	LF	\$ 75.00	\$ 49,800.00
1-04	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 12' TO 14' DEEP, PER LINEAR FOOT, CIP	415	LF	\$ 79.00	\$ 32,785.00
1-05	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 14' TO 16' DEEP, PER LINEAR FOOT, CIP	359	LF	\$ 83.00	\$ 29,797.00
1-06	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 16' TO 18' DEEP, PER LINEAR FOOT, CIP	347	LF	\$ 87.00	\$ 30,189.00
1-07	12-INCH PVC ASTM D-03034 SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 18' TO 20' DEEP, PER LINEAR FOOT, CIP	506	LF	\$ 91.00	\$ 46,046.00
1-08	4-FOOT DIA. STANDARD MANHOLE FOR WASTEWATER, PER EACH, CIP	5	EA	\$ 6,335.00	\$ 31,675.00
1-09	4-FOOT DIA. VENTED MANHOLE FOR WASTEWATER, PER EACH, CIP	3	EA	\$ 9,150.00	\$ 27,450.00
1-10	6-FOOT DIA. STANDARD MANHOLE FOR WASTEWATER, PER EACH, CIP	1	EA	\$ 14,500.00	\$ 14,500.00
1-11	4-FT DIA. MANHOLE EXTRA DEPTH , PER VERTICAL LINEAR FOOT, CIP	44	VLF	\$ 210.00	\$ 9,240.00
1-12	6-FT DIA. MANHOLE EXTRA DEPTH , PER VERTICAL LINEAR FOOT, CIP	4	VLF	\$ 378.00	\$ 1,512.00
1-13	CONNECT EXISTING 24-INCH WASTEWATER LINE TO PROPOSED MANHOLE, PER LUMP SUM, CIP	1	LS	\$ 3,500.00	\$ 3,500.00
1-14	HAUL TRENCH SPOILS TO EXISTING STOCKPILE PER EXHIBIT, PER LUMP SUM, CIP	1	LS	\$ 8,840.00	\$ 8,840.00
1-15	TRENCH SAFETY SYSTEMS (ALL DEPTHS), PER LINEAR FOOT, CIP	2,590	LF	\$ 4.00	\$ 10,360.00
1-16	CONSTRUCTION STAKING OF WASTEWATER IMPROVEMENTS, PER LUMP SUM, CIP	1	LS	\$ 3,500.00	\$ 3,500.00
1-17	CLEARING AND GRUBBING, PER ACRE, CIP	3.6	AC	\$ 1,500.00	\$ 5,400.00
SUBTOTAL WASTEWATER IMPROVEMENTS					\$ 325,705.00

SECTION II - OVERSIZED WASTEWATER IMPROVEMENTS					
BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2-01	12-INCH PVC SDR-26 (GREEN) WASTEWATER LINE AND APPURTENANCES, 8' TO 10' DEEP, PER LINEAR FOOT, CIP	12	LF	\$ 135.00	\$ 1,620.00
2-02	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 0' TO 8' DEEP, PER LINEAR FOOT, CIP	59	LF	\$ 135.00	\$ 7,965.00
2-03	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 8' TO 10' DEEP, PER LINEAR FOOT, CIP	228	LF	\$ 135.00	\$ 30,780.00
2-04	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 10' TO 12' DEEP, PER LINEAR FOOT, CIP	664	LF	\$ 135.00	\$ 89,640.00
2-05	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 12' TO 14' DEEP, PER LINEAR FOOT, CIP	415	LF	\$ 140.00	\$ 58,100.00
2-06	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 14' TO 16' DEEP, PER LINEAR FOOT, CIP	359	LF	\$ 145.00	\$ 52,055.00
2-07	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 16' TO 18' DEEP, PER LINEAR FOOT, CIP	347	LF	\$ 150.00	\$ 52,050.00
2-08	24-INCH PVC ASTM F-679 PS115 (GREEN) WASTEWATER LINE AND APPURTENANCES, 18' TO 20' DEEP, PER LINEAR FOOT, CIP	506	LF	\$ 150.00	\$ 75,900.00
2-09	5-FOOT DIA. STANDARD MANHOLE FOR WASTEWATER, PER EACH, CIP	5	EA	\$ 11,000.00	\$ 55,000.00
2-10	5-FOOT DIA. VENTED MANHOLE FOR WASTEWATER, PER EACH, CIP	3	EA	\$ 16,500.00	\$ 49,500.00
2-11	6-FOOT DIA. STANDARD MANHOLE FOR WASTEWATER, PER EACH, CIP	1	EA	\$ 14,500.00	\$ 14,500.00
2-12	5-FT DIA. MANHOLE EXTRA DEPTH , PER VERTICAL LINEAR FOOT, CIP	44	VLF	\$ 260.00	\$ 11,440.00
2-13	6-FT DIA. MANHOLE EXTRA DEPTH , PER VERTICAL LINEAR FOOT, CIP	4	VLF	\$ 378.00	\$ 1,512.00
2-14	CONNECT EXISTING 24-INCH WASTEWATER LINE TO PROPOSED MANHOLE, PER LUMP SUM, CIP	1	LS	\$ 3,500.00	\$ 3,500.00
2-15	HAUL TRENCH SPOILS TO EXISTING STOCKPILE PER EXHIBIT, PER LUMP SUM, CIP	1	LS	\$ 8,840.00	\$ 8,840.00
2-16	TRENCH SAFETY SYSTEMS (ALL DEPTHS), PER LINEAR FOOT, CIP	2,590	LF	\$ 4.00	\$ 10,360.00

2-17	CONSTRUCTION STAKING OF WASTEWATER IMPROVEMENTS, PER LUMP SUM, CIP	1	LS	\$ 3,500.00	\$ 3,500.00
2-18	CLEARING AND GRUBBING, PER ACRE, CIP	3.6	AC	\$ 1,500.00	\$ 5,400.00
SUBTOTAL WASTEWATER IMPROVEMENTS					\$ 531,662.00

Oversizing Reimbursement Total					
SECTION II - OVERSIZED WASTEWATER IMPROVEMENTS					\$ 531,662.00
SECTION I: WASTEWATER IMPROVEMENTS - WITHOUT OVERSIZING					\$ 325,705.00
Oversizing Reimbursement Total					\$ 205,957.00

6/17/2025



Josh Janysek

Project Cost Share the shared allocation of the costs of the Project, as follows:

<u>District</u>	<u>Percentage</u>	<u>Cost Share</u>
Briarwood MUD	61.26%	\$325,705.00
City of Elgin	38.74%	\$205,957.00
TOTAL	100%	\$531,662.00



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT WITH WARD GETZ AND ASSOCIATES IN THE AMOUNT OF \$5,106,400 FOR DESIGN SERVICES OF THE WASTEWATER TREATMENT PLANT 2 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider the proposal presented by staff for approval

BACKGROUND:

The City Council previously approved the approximately 38 acres of land, near the corner of Littig and County Line Rd, purchase of land for the purpose of constructing a wastewater treatment facility. Elgin's wastewater service area is nearly 33,000 acres, but the City limits are only about 5,000 acres. As the City continues to grow, the infrastructure must grow with it, and City staff are constantly discussing how best to serve the needs of customers in the CCN or service area. The discussion of where to place a wastewater treatment plant has been ongoing for almost 20 years, and it has been a fixture in the city's Capital Improvement Plans. The new development along the west side of County Line Rd and other developments has brought it to the forefront and made it a greater priority for City Council. This new wastewater plant, similar to the plant completed in March 2023, is funded in large part by development fees and impact fees collected by the City.

This design proposal is to cover the design of a nearly 6 MGD plant built in phases and allowed to grow as the community grows. This method of sharing costs with developers and building in phases with future development in mind is, in staff's expert opinion, the most cost-effective way to respond to the needs of residents and developers within the CCN. While the design cost is \$5.1M the City has already collected nearly \$3.1M in development fees for this project and will continue to collect the remaining portion in impact fees.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the agreement as presented

ATTACHMENTS:

1. RESOLUTION WWTP2 Design

2. City of Elgin 3 MGD WWTP Final Design & Bid Phase Services

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT
WITH WARD GETZ AND ASSOCIATES IN THE AMOUNT OF
\$5,106,400 FOR DESIGN SERVICES OF THE WASTEWATER
TREATMENT PLANT 2 PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, The City of Elgin has certain Utility Service obligations for customers and residents within the area defined by Certificates of Convenience and Necessity to provide wastewater service in accordance with state regulations and law; and,

WHEREAS, residential and commercial developers of the same area have made development agreements to be served by the City of Elgin Utility system and under those agreements pay into a majority portion of the wastewater treatment plant project; and,

WHEREAS, staff have engaged WGA (Ward Getz & Associates) to design and permit necessary plans to construct the Wastewater Treatment Plant 2 project; and,

WHEREAS, staff now present this proposal for services for the council's consideration and being resolute in authorizing its execution of this agreement, to begin this project with all deliberate speed,

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 Elgin Mayor is hereby authorized to execute this agreement presented with WGA Engineers, in the amount of \$5,106,400.00 as described in the attachment to this resolution and copied herein verbatim.

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 15th day of July 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



July 2, 2025

Proposal for Engineering & Professional Services
City of Elgin 3.0 MGD W/WTP
City of Elgin, Texas

Ward, Getz, and Associates LLC (WGA) are pleased to submit this proposal to City of Elgin (Client) to provide Engineering & Professional Services for the above referenced project. The following proposal is a summary of our team's project understanding, your objectives, scope of work, and fee summary for your consideration.

Project Understanding

WGA understands the City of Elgin wishes to design, bid, and build a new 3.0 MGD wastewater treatment plant (W/WTP) to serve City of Elgin. The new W/WTP will treat 3 MGD average day flow and a peak flow of 12.0 MGD. There are plans to expand the W/WTP treatment capacity to 6.0 MGD average day flows in the future and certain structures will be designed to accommodate this. An exhibit defining the project limits has been attached as **Exhibit A**.

Projects and Scope of Services

In order to deliver the scope, there will be multiple elements associated with the required services. Those project elements and proposed services are summarized below, further defined in **Exhibit C**, and the proposed fee is included in **Exhibit B**.

- **Raw sewage lift station**
- **Headworks and flow splitter**
- **Aeration basins**
- **Final clarifiers**
- **Tertiary filters**
- **Disinfection**
- **Chemical feed storage structures**
- **Effluent flow measurement**
- **Plant piping, valves, and appurtenances**
- **Aerobic digesters**
- **Sludge dewatering**
- **Operations Building with laboratory**
- **Maintenance building**
- **Sitework and miscellaneous improvements**
- **Electrical Services**
- **Environmental Services**
- **Structural Services**
- **Architectural Services**
- **Geotechnical Services**
- **Topography Services**

- **Bid Phase Services**

Clarifications & Assumptions

1. WGA's minimum Survey standards are a current Cat. 1A, Cond. II Boundary Survey prepared with a current title report, and a Cat. 6, Cond. II Topographic and Utility Survey. If Client elects to use a lower standard of boundary survey, or topographic and utility survey, WGA is not liable for any conflicts/discrepancies within the plans. Any changes as a result of these discrepancies will be billed to the Client as an additional service.
2. The plant design will be based on the WWTP report prepared by TRC (dated September 2022).
3. WGA's standard construction contract documents, specifications, and drawings will be used for the project.
4. Subconsultants for the use of the project design will be selected by WGA.

Anticipated Schedule

- Final Design – 15 months
- Bid Phase Services – 60 days

Exclusions

- Environmental or cultural review of project limits, archeological surveys, endangered species mitigation plan/costs, or species-specific threatened and endangered survey are excluded from the scope of this work unless specifically stated.
- The final scope of work for environmental field investigations will be based on consultation with the Texas Historic Commission prior to field investigations. The scope of work may be subject to change depending on results of the field investigations throughout the duration of the project.
- WGA assumes no additional site testing/data recovery will be required for the proposed project. If during the investigation deposits are discovered, and the reviewing agency requests additional investigations to determine their significance, the costs associated with such investigations are excluded.
- WGA assumes no backhoe trenching is required for the proposed project.
- WGA assumes that the documentation of one (1) new archaeological site during the project based on the cultural and environmental setting of the Project Area. Should additional archaeological sites or cultural resources be encountered, those are excluded.
- If human remains are encountered in any subsurface context, work will halt immediately, and the client will be informed, followed by the oversight agencies. Precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials.
- Detailed title search or title policy, attendance at or preparation for condemnation hearings, plat documents, landowner contact or easement negotiations are excluded from the scope of this work.
- Design of landscaping and/or irrigation design is excluded from the scope of this work.
- GIS mapping.
- Construction survey and staking, post construction survey, or quality assurance testing for construction is excluded from the scope of work.
- Construction services are specifically excluded from the scope of work including but not limited to submittal review, requests for information, meeting attendance,

2201 Donley Dr., Suite 150 | Austin, Texas 78758 | 713.789.1900 | wga-llp.com | TBPE #F-9756

agendas, and onsite review or inspection.

- Record drawing creation and as-built surveys are excluded.
- Services required to rebid the project for any reason or to resolve bid protests are excluded from the scope of this work.
- Storm sewer design is excluded from the scope of this work for the entirety of the site, only that which is required for drainage around the plant site.
- Subsurface utility engineering is excluded from the scope of work.
- Payment of ADA/TDLR application or inspection fees is the responsibility of the Client.
- PLC logic description and design, arc flash testing, and breaker coordination for electrical equipment/devices is excluded from the scope of work.
- Design of the gravity sanitary sewer line from County Line Lift Station is excluded from the scope of work.
- Design of bid alternates or multiple bid packages, unless specifically stated herein are excluded from the scope of work.
- Engineering studies of alternative systems and equipment locations are excluded from the scope of work.
- Value engineering studies after approval of 100% construction documents are excluded from the scope of work.
- Preparing data and reports for assistance to the Client in preparation for hearings before regulatory agencies, courts, arbitration panels or mediators, giving testimony or expert representation or preparations therefore are excluded from the scope of work.
- Revising drawings, specifications, or other documents when such revisions are not consistent with approvals or instructions previously given to WGA or due to other causes not within the control of WGA are excluded from the scope of work.

Closure

- This agreement is subject to the terms and conditions per the Master Service Agreement signed by both parties dated February 6, 2024.
- Signing the accompanying Task Order shall be authorization by the Client to proceed with the work
- If additional services are required and authorized by Client, they will be scoped separately and approved by both parties.
- This proposal shall be valid for sixty (60) days and may be extended with our approval.

Thank you for the opportunity to work with you on this project. If you find our terms acceptable, fill out your project and billing details below, sign this proposal, and return an executed copy to our office. If there are any questions, please feel free to contact me at (512)569-1700. Thank you for the opportunity and we look forward to working with you on this project.

Sincerely,



Signature

Beau Perry
Print Name

Regional Practice Leader
Title

07-01-2025
Date

Enclosures

- Exhibit A – Defined Project Limits
- Exhibit B – Compensation Summary
- Exhibit C – Description of Engineering Services Terms
- Exhibit D – Task Order No. 15

EXHIBIT A DEFINED PROJECT LIMITS



EXHIBIT B

COMPENSATION SUMMARY

The Services set forth in the Proposal will be compensated on the following basis:

	Fee Type	Proposed Fee
Environmental Services	LS	\$59,855
Surveying Services	LS	\$79,670
Structural Engineering	LS	\$634,080
Electrical Engineering	LS	\$399,580
Geotechnical Engineering	LS	\$89,854
Architectural Engineering	LS	\$140,560
30% Engineering Design	LS	\$1,456,870
60% Engineering Design	LS	\$941,848
90% Engineering Design	LS	\$698,532
100% Engineering Design	LS	\$467,738
Bidding Services	LS	\$137,813
Total Proposed Engineering Fees		\$5,106,400

EXHIBIT C DESCRIPTION OF ENGINEERING SERVICES TERMS

All structures shall be designed for 3.0 MGD facility with exception of raw sewage lift station, headworks and effluent line. These facilities will be designed for 6.0 MGD facility.

1) Project Summary:

- a) Raw Sewage Lift Station:
 - i) Up to 4 variable speed submersible pumps wet well lift station with new discharge piping, valving, and appurtenances designed for 3 MGD average day flows.
 - ii) Wet well design to accommodate flows of 6 MGD average day flows and room for additional pumping (if needed).
 - iii) Force main from the lift station to the proposed headworks structure with valving for bypass pumping.
- b) Headworks:
 - i) Concrete elevated headworks structure.
 - ii) Mechanical fine screens and manual bar screening on bypass channel.
 - iii) Channel flow control gates.
 - iv) Screening handling (conveyor/sluice and washer compactors).
 - v) Influent flow meter with parshall flume.
 - vi) Grit removal equipment with pumps and grit classifiers.
- c) Aeration Basins:
 - i) Concrete rectangular aeration basins
 - ii) Fine bubble membrane aeration diffusers.
 - iii) Aeration blowers with concrete slab and canopy, air piping, and valves.
 - iv) Effluent channel/structure with flow control.
- d) Final Clarifiers:
 - i) Concrete circular final clarifiers with sludge removal mechanisms.
 - ii) Clarifier flow split structure
 - iii) RAS/WAS and scum pumping.
 - iv) Chlorine drip piping for filamentous bacteria control.
- e) Tertiary Filters:
 - i) Concrete filter structure with cloth media disk filters.
 - ii) Piping and valves.
 - iii) Backwash pumping.
- f) Disinfection:
 - i) Concrete chlorine contact basin with concrete baffles.
 - ii) Scum removal system.
 - iii) Flow split structure.
 - iv) Chlorination and dichlorination feed equipment.
 - v) Flow control gates.
- g) Chemical Feed Storage:
 - i) Concrete building for hypochlorite storage
 - ii) Concrete slab with metal canopy, monorail and hoist for sulfur dioxide storage.
- h) Effluent Flow Measurement:
 - i) Flow measurement structure with parshall flume.

- ii) Sample building – ISCO refrigerated samplers, potable water, heat/AC, work table.
 - iii) Sample station to collect grab samples.
- i) Plant Piping, Valves, and Appurtenances:
 - i) Yard piping, valves, cleanouts, and miscellaneous equipment.
 - ii) Plant effluent discharge piping.
 - iii) Effluent outfall structure designed for 6.0 MGD.
- j) Aerobic Digesters:
 - i) Concrete tanks with coarse bubble aeration diffusers.
 - ii) Blowers with concrete slab, canopy, air piping, and valves.
 - iii) Sludge piping.
 - iv) Decanting equipment.
- k) Sludge Dewatering:
 - i) Dewatering equipment with support structure and canopy.
 - ii) Sludge conveyor.
 - iii) Polymer feed equipment.
 - iv) Sludge feed pumping equipment.
 - v) Piping, valving, and appurtenances.
- l) Operations Building and Laboratory:
 - i) Concrete building.
 - ii) Full laboratory with equipment.
 - iii) Control room.
 - iv) Electrical and lighting.
 - v) IT space and record retention storage.
 - vi) Parking
- m) Maintenance Building:
 - i) Metal building on concrete slab.
 - ii) Parking for maintenance equipment.
 - iii) Electrical and lighting.
 - iv) Work benches, equipment hoist, welder, compressed air, and small tools.
- n) Sitework and Miscellaneous Improvements:
 - i) Site grading.
 - ii) Access roads.
 - iii) Sidewalks.
 - iv) Perimeter fencing.
 - v) Plant gate with keypad and video monitoring, badge/fob access.
 - vi) Miscellaneous site piping.
- o) Electrical:
 - i) Electrical site layout.
 - ii) Site and building lighting.
 - iii) One-line diagrams, load analysis, MCC design.
 - iv) Switchgear equipment design.
 - v) Standby generator sizing calculations and design for 3.0 MGD plant.
 - vi) Conduit schedule specifying conductor and conduit sizing.
 - vii) Electrical control schematics.
 - viii) Electrical details and technical specifications.
 - ix) Process and Instrumentation drawings.
 - x) SCADA system to tie to existing SCADA system at the Doug Prinz WWTP.
 - xi) Utility company coordination.
- p) Structural:

- i) Concrete structures and foundations design.
- ii) Equipment pad design.
- iii) Stairs, guardrails, and landings supports.
- iv) Catwalks, platforms, and ladders supports.
- v) Retaining wall design.
- vi) Technical specifications and details
- q) Architectural:
 - i) Building envelopes, including doors, windows, ADA, egress, waterproofing design for all buildings in the project.
 - ii) Insulation calculations and details.
 - iii) Technical specifications and details.

2) Project Management

- a) Plan and participate in a kick-off meeting with the City to confirm the project requirements, goals and objectives, lines of communication, and schedule.
- b) Plan and participate in up to twelve (12) project status meetings during the engineering design phase to facilitate project coordination, timeliness, budget compliance, and schedule.
- c) Plan and participate in up to three (3) on-site meetings to facilitate site coordination issues with sub-consultants, construction access considerations, data retrieval. Prepare meeting summaries (meeting minutes) and site visit memorandums (with photos) and distribute to the project team.
- d) Develop, maintain, and update a Project design schedule using Microsoft Project®. Schedule shall include critical activity start and/or completion milestones, including monthly progress meetings, 60%, 90%, and final design review dates, and deliverable submittal dates.
- e) Manage subconsultant services.
- f) Prepare and provide monthly progress/status reports to the City to support monthly billings. Status reports shall be submitted with monthly invoices.
- g) Obtain and review available data including:
 - i) Historical operational data from existing plants
 - ii) Maps and data sources for review of the design, as provided by the City.
 - iii) Soil surveys.
 - iv) USGS 7.5 minute quadrangle maps.
- h) Maintain project log highlighting issues, action items, and decisions made.
- i) Submit applications and/or permits for:
 - i) Handicap Accessibility (ADA/TDLR) for the operations building only.
 - ii) Texas Commission on Environmental Quality (TCEQ).

3) Final Design:

- a) Prepare construction plans and technical specifications for the project including all details. Construction plans shall include the following primary disciplines:
 - i) General
 - ii) Civil
 - iii) Process
 - iv) Structural
 - v) Architectural
 - vi) HVAC and Plumbing
 - vii) Electrical

- viii) P&IDs and Process control description for SCADA
- ix) Technical Specifications
- x) Miscellaneous details
- xi) SWPPP and erosion control plan
- b) Provide design submittals to the City for review at 60%, 90%, and 100% completion milestones.
- c) 60% Submittal: Prepare drawings, specifications, designs, and layouts of improvements to be constructed. Prepare bid forms of the improvements to be constructed. 60% submittal documents will include dimensional layout drawings, plans, sections, and elevations for all the trades, typical details, and most of the special details. The draft specifications will include major equipment items. WGA will receive comments from Client and address comments in the 90% submittal. The 60% submittal shall be defined and consist of the minimum level of completion by the following disciplines:
 - i) General to 70%
 - ii) Civil to 70%
 - iii) Process Mechanical to 70%
 - iv) Structural to 60%
 - v) Architectural to 50%
 - vi) HVAC and Plumbing to 60%
 - vii) Electrical to 50%
 - viii) P&IDs to 90%
 - ix) Instrumentation and Control to 75%
 - x) Technical Specifications to 30%
 - xi) Miscellaneous Details to 70%
 - xii) SWPPP and Erosion Control Sheets to 50%
 - xiii) Sheet List to 90%
- d) 90% Submittal: Review documents will include all plans and specifications with minor corrections and notes remaining. WGA will receive comments from Client and address comments in the Final Construction Contract Documents. The 90% submittal shall be defined and consist of the minimum level of completion by the following disciplines:
 - i) General to 95%
 - ii) Civil to 95%
 - iii) Process Mechanical to 95%
 - iv) Structural to 90%
 - v) Architectural to 90%
 - vi) HVAC and Plumbing to 90%
 - vii) Electrical to 90%
 - viii) P&IDs to 100%
 - ix) Instrumentation and Control to 90%
 - x) Technical Specifications to 90%
 - xi) Miscellaneous Details to 95%
 - xii) SWPPP and Erosion Control Sheets to 90%
 - xiii) Sheet List to 100%
- e) Final Construction Contract Documents: The plans and specifications will be finalized based on one set of compiled comments from Client. WGA will seal and sign the

completed documents. WGA shall update plans and specifications with any final comments prior to finalizing construction.

- f) Furnish Client with one electronic PDF copy of drawings and specifications for each submittal review for review and approval by Client. Upon final approval by Client, WGA will provide Client one electronic PDF copy of "Final" sealed drawings and in CAD file format.
- g) Third party Quality Control (QC) will be performed on drawings, technical specifications, and OPCC at 60%, 90%, and 100% milestones. Comments from the QC reviews will be provided in an excel spreadsheet.

4) Topographical Survey:

- a) Acquire field topographical data of the WWTP site on City's coordinate system.
- b) Detailed survey of utility locates and easements
- c) Plant outfall location.

5) Geotechnical Services:

- a) Provide exploratory work, laboratory, field testing, and professional guidance in tests to be made based on preliminary drawings and designs and including professional interpretations of exploratory and test data.
- b) Field Investigation
 - i) Submit soil boring layout for approval.
 - ii) Obtain utilities clearance via Texas 811 utility locate service for all the boring locations.
 - iii) Drill and sample:
 - (1) 6 soil borings each to a depth of 40 feet for chlorine tanks and clarifiers;
 - (2) 8 soil borings each to a depth of 20 feet for aeration basins, pump and lift stations; and
 - (3) 15 soil borings each to a depth of 10 feet for the proposed pavements and appurtenant equipment.
 - (4) Collect samples at 2-foot intervals to a depth of 10 feet, then at 5-foot intervals thereafter until the completion of each borehole. Granular soils and hard cohesive soils will be sampled using the standard penetration test (SPT) in accordance with ASTM D1586. Cohesive soils should be sampled using thin-walled (Shelby) tubes in accordance with ASTM D1587.
 - iv) Groundwater level readings will be recorded for the open boreholes during drilling and at drilling completion. If free water is encountered during drilling, temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute period. Water level measurements must also be recorded 24 hours after completion of drilling.
 - v) Grout boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout shall eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- c) Laboratory Testing
 - i) Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.

- ii) Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
- d) Engineering Analyses
 - i) Perform engineering analyses to develop geotechnical recommendations including final foundation and pavement recommendations including subgrade stabilization requirements.
 - ii) Perform engineering analyses to develop geotechnical recommendations for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.
- e) Report
 - i) Submit a final geotechnical report including factual data and geotechnical interpretations to assist with final design of structure foundations and pavement recommendations.

6) Environmental Services:

- a) WGA will generate an antiquities permit application and SOW that will outline the methods of investigations for the proposed project that will meet the criteria stipulated by the ACT. The SOW will be submitted to the THC for review and permit issuance. Project management will consist of project set-up, coordination of schedules with the Client, scheduling staff, and establishing management and safety protocols.
- b) Once the TAC permit is received, Archaeologists will perform an intensive archaeological investigation, consisting of a pedestrian survey augmented by shovel testing, of the entire Project Area. During the pedestrian survey, the staff will conduct a visual inspection of the ground surface for cultural materials. Archaeologists will utilize shovel testing to search for shallowly buried cultural deposits. Additionally, if any above-ground resources of historic-age are encountered during the course of investigations, Archaeologists will thoroughly record the building/structure in relation to any archaeological deposits that might be present and associated with the resources. If feasible, using only survey-level efforts and field methods, the staff will document and assess the State Antiquities Landmark (SAL) - and National Register of Historic Places (NRHP)-eligibility of cultural resources identified during the survey.
- c) Shovel testing will be conducted by a team of three (3) archaeologists walking along transect no greater than 98 feet (30 meters [m]) apart, within the approximately 39-acre Project Area. All shovel tests will be excavated within the boundaries of the Project Area at an interval of one every 328 feet (100 m) along each transect. If a given shovel test is positive for cultural materials, additional shovel tests (up to 12) will be excavated to delineate the positive shovel test and determine the site boundaries.
- d) Shovel tests will measure approximately 13 to 14 inches (33 to 36 centimeters [cm]) in maximum diameter and will be excavated in 8-inch (20 cm) levels up to a maximum depth of 2.62 feet (0.80 m) below surface, if possible. The matrix from each shovel test will be screened through ¼-inch mesh and the location of each excavation will be plotted using a hand-held, sub-meter accurate GPS receiver. A shovel test form will be filled out for each excavated unit. The form will contain information on the soils encountered, the artifacts recovered, disturbances noted and references to samples retained and photographs taken.

- e) WGA will apply a limited artifact collection policy during this study, meaning that only temporally diagnostic artifacts will be collected during the pedestrian survey. Furthermore, depending on the temporal affiliation of any identified features, collection and documentation may also include a sample of the feature content. Diagnostic materials and feature samples can aid in assessing the ages of the deposits and features and will have to be curated at a state-accredited curation facility. By collecting only temporally diagnostic artifacts, WGA will limit permit-mandated curation costs. All work will comply with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports.
- f) Following the completion of the investigations, WGA will produce a draft technical report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. The draft report will include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will be submitted to the Client for review. Upon receipt of the Client's comments, WGA will address and make the appropriate changes. Once the changes are made the revised draft report will then be submitted to the respective reviewing agencies (i.e. HUD and THC). The HUD requires 45-days for review and the THC has a 30-day review period. Following the completion of the review, RKI will make revisions, if any, and prepare the final report under the TAC Permit.
- g) Any diagnostic artifacts collected during field investigations will be submitted for final curation to the University of Texas at San Antonio Center for Archaeological Research for curation. Furthermore, all project related documentation produced during the investigations will be curated in accordance with federal regulation 36 CFR Part 79, and THC requirements for State Held-in-Trust collections.

7) Bid Phase Services: Upon completion of design services and approval of "Final" drawings and specifications by Client, WGA shall provide professional services in this phase as follows:

- a) Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors and to selected plan rooms. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.
- b) Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- c) Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- d) Coordinate mandatory pre-bid conference date, time, and place with the Client, facilitate pre-bid meeting and prepare meeting minutes issued as a project bid addendum.
- e) At Client request, WGA will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by the Client.

- f) Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- g) Assist Client in the preparation of Construction Contract documents. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidder bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor.

EXHIBIT D
Task Order No. 15

Task Order Effective Date: July 15, 2025
pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT
dated February 6, 2024 between Client and WGA ("Agreement")

Pursuant and subject to the above-referenced Agreement, WGA will perform the Work described below.

Name of the Project:	Engineering Design & Bidding - New Wastewater Treatment Plant	
Location of the Project Site:	City of Elgin	
Work and Deliverables:	Consulting related to Civil Engineering Services	
Materials to be procured:	NA	
Commencement Date:	July 15, 2025	
Contract Time:	Per Scope of Services	
The Work will be performed for the following price ("Contract Price"):		Lump Sum
		The budget amount for the Work is \$5,106,400.00
		Other (describe):
Client's Representative	Michael Gonzalez	
WGA's Representative:	Beau Perry	
Invoicing Instructions:	Per MSA and defined Scope of Services	
Acceptance Criteria:	NA	
Any other clarifications, information, or requirements applicable to such Work:	Per Scope of Services in Exhibit C	

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

Client:
City of Elgin

WGA:
Ward, Getz & Associates, LLC



By: _____

Printed Name: Issac D. Turner

Title: Interim City Manager

By: _____

Printed Name: K. Beau Perry

Title: Regional Practice Leader



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Voting on Charter Propositions for the November 4th Ballot

DEPARTMENT: Executive

PROPOSED ACTION: Select propositions to be placed on the November 4th ballot

BACKGROUND:

On March 4, 2025, the City Council commissioned a Charter Review Committee and appointed individuals from the community. This committee was charged with reviewing and proposing amendments to the Charter to the City Council with the assistance of Charles Zech, a Homerule Charter expert and attorney. On July 2, 2025, the Charter Review Committee finished their recommendations to the Council. Council now must select which amendments will go to the voters at the November 4th election. After the Council has selected the propositions for the ballot, staff will return on August 5, 2025, with the ordinance to call the election.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends selecting the propositions to go on the ballot for the November 4th election

ATTACHMENTS:

1. 2025 Measures and Propositions Charter Amendment Election (4908-8446-6742.5)

- { } 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.

1 **Proposition A**

2 An amendment to the City Elgin Charter revising and deleting any provisions which are
3 repetitive of state law, repetitive of other sections of the Charter or otherwise unnecessary to
4 be in the Charter.

5 FOR _____ AGAINST _____

6
7 **Measure A**

8 **Article II**

9 The city may exercise all powers of local self-government not inconsistent with the
10 Constitution or the laws of this state or by special limitations in this charter, and has all powers
11 and authority possible for a city to have under the Constitution and laws of this state, as fully
12 and completely as though all such powers and authority were specifically enumerated in this
13 Charter. The city may exercise all powers of local self-government not inconsistent with the
14 Constitution or the laws of this state or by special limitations in this charter, and has all powers
15 and authority possible for a city to have under the Constitution and laws of this state, as fully
16 and completely as though all such powers and authority were specifically enumerated in this
17 Charter. The City shall have all the powers granted to cities by the Constitution and laws of
18 the State of Texas together with all of the implied powers necessary to carry into execution
19 such granted powers. The city may use a corporate seal; may sue and be sued; may contract
20 and be contracted with; may cooperate with the government of the State of Texas or any
21 agency or any political subdivision thereof; or with the federal government or any agency
22 thereof, to accomplish any lawful purpose for the advancement of the interest, welfare, health,
23 morals, comfort, safety and convenience of the city and its inhabitants; may acquire property
24 within or without its corporate limits for any municipal purpose in fee simple, or in any lesser
25 interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the
26 provisions of this Charter, may sell, lease, mortgage, hold, manage, improve, and control such
27 property as may now or hereafter be owned by it; may exercise the power of eminent domain
28 when necessary or desirable to carry out any of its powers; may pass ordinances and enact
29 such regulations as may be expedient for the maintenance of good government, order and peace
30 of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants.
31 The powers hereby conferred upon the city shall include, but are not restricted to, the powers
32 conferred expressly and permissively by Chapter 147, page 307, of the Acts of the 33rd
33 Legislature, Regular Session enacted in 1913 pursuant to the Home Rule Amendment of the
34 Constitution of Texas, known as the Enabling Act and including Articles, 1175, 1176, 1177,
35 1178, and 1180 of Vernon's Annotated Civil Statutes of Texas, as now or hereafter amended,
36 all of which are hereby adopted. In addition to the powers enumerated herein, and subject
37 only to the limitations imposed by the State Constitution, the state laws, and this Charter, the
38 city shall have without the necessity of express enumeration in this Charter, each and every
39 power which, by virtue of Article XI, Section 5 of the Constitution of Texas, the people of
40 the city are empowered by election to grant to or confer upon the city by expressly and
41 specifically granting and enumerating the same herein. The city council may by ordinance
42 annex territory lying adjacent to the city with or without the consent of the inhabitants in such
43 territory of the owners thereof, not inconsistent with the procedural rules prescribed by law
44 applicable to the citizens operating under charter adopted or amended under Article XI,

~~Section 5 of the Constitution of the State of Texas . All such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by this Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or the council.~~

~~The City has the power to spend taxpayer money to construct and maintain streets, roads, highways, bike trails, sidewalks and mass transit facilities, except that .No taxpayer money may be spent on or contractually pledged to any passenger train project unless a public bus line shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin per weekday, averaged over three months, connecting to the City of Austin.~~

Article VIII

~~Sec. 9. Franchise Records.~~

~~Within six (6) months after this Charter takes effect, every public service company and every owner of a public service company franchise shall file with the city certified copies of all franchises owned or claimed, or under which such public service company is operated. The city shall compile and maintain a public record of public service company franchises.~~

Article X

Sec. 7. Personal Financial Interests.

The Mayor, council members, candidates for mayor or city council, and other officials and employees of the city shall not have a substantial interest, either directly or indirectly, in any contract, job, work or service to the city, including the sale or lease of any real or personal property by or to the city

"Substantial interest" is defined as 1) owning 10 percent or more of the voting stock or shares of a business entity or owning either 10 percent or more or \$5,000.00 or more of the fair market value of a business entity, or 2) if the funds received by person from the city exceed 10 percent of the person's gross income for the previous year, or 3) if a person has an equitable or legal ownership on real or personal property of \$2,500.00 or more. A person is considered to have a substantial interest if a person is related to the mayor, council member, candidate for mayor or city council, or an officer or employee of the city in the first degree by consanguinity of affinity,~~as determined under Article 5996h V.A.T.S.~~

If a mayor, councilmember or candidate for mayor or city council knowingly violates this section, he or she shall immediately forfeit his or her office

Proposition B

Amendments to the City Elgin Charter for compliance with state law.

FOR _____ AGAINST _____

Measure B

Article III

1 **Sec. 3. Official Ballots.**

2 A. *Names on Ballot.* ~~The full names of all candidates nominated for office, except~~
3 ~~those who have withdrawn, died or become ineligible, shall be printed on the official ballots~~
4 ~~without party designation or symbol. If two (2) or more candidates have the same surname or~~
5 ~~surnames so similar as to be likely to cause confusion, their residence addresses shall be~~
6 ~~printed with their names on the ballot.~~ A candidate's name shall be printed on the ballot with
7 the given name or initials first, followed by a nickname, if any, followed by the surname, in
8 accordance with this section.

9 (a) A person may use any surname acquired by law or marriage.

10 (b) In combination with the surname, a candidate may use one or more of the following:

11 (1) a given name;

12 (2) a contraction or familiar form of a given name by which the candidate is known;

13 or

14 (3) an initial of a given name.

15 (c) A nickname of one unhyphenated word of not more than 10 letters by which the
16 candidate has been commonly known for at least three years preceding the election may be
17 used in combination with a candidate's name. A nickname that constitutes a slogan or
18 otherwise indicates a political, economic, social, or religious view or affiliation may not be
19 used. A nickname may not be used unless the candidate executes and files with the
20 application for a place on the ballot an affidavit indicating that the nickname complies with
21 this subsection.

22 (d) A suffix such as "Sr.," "Jr.," or "2nd" may be used in combination with a candidate's
23 name.

24 (e) A married woman or widow may use in combination with her surname, if the same
25 as her husband's surname, the given name or initials of her husband with the prefix "Mrs."

26
27 **Sec. 4. Canvassing and Election Results: Mayor and Ward Positions for Wards**
28 **Numbers 1, 2, 3 and 4.**

29 The following provisions set forth in this section shall apply with regard to elections to fill
30 the offices of Mayor, Councilmen from Ward No. 1, Councilmen from Ward No. 2,
31 Councilmen from Ward No. 3 and Councilmen from Ward No. 4.

32 A. Conducting and Canvassing Elections. The election judges and other necessary
33 election officials for conducting all the elections shall conduct the elections, determine, record
34 and report the results as provided by the Texas Election Laws. ~~Within five (5) days or as soon~~
35 ~~as practical after an election, the council shall meet, open the returns, canvass and officially~~
36 ~~declare the result of the election as to candidates and questions, and the Mayor shall issue~~
37 ~~certificates of election to candidates elected as hereinbefore provided.~~ City Council shall
38 convene to conduct the canvass at the time set by the Mayor, which shall be not later than the
39 11th day after election day and not earlier than the later of:

40 (1) the third day after election day;

(2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or

(3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

B. Majority Vote. A majority vote for an elective office is that number of votes which is greater than one-half (½) of the total number of valid ballots cast for the office concerned. Any candidate for elective office who receives a majority vote shall be declared elected. If none of the candidates for an elective position receives a majority vote, none of such candidates shall be elected.

C. Notification and Taking Office. It shall be the duty of the city secretary to notify all persons elected. A candidate who is elected in the regular city election or special election shall take office and enter upon his duties after qualifying by taking and subscribing to his oath of office at the next regular council meeting after closing of the polls.

D. Run-Off Election. In the event no candidate for these elective offices receives a majority of the votes cast for that position in a regular or special election, a run-off election shall be held between the candidates receiving the greatest number of votes. Such run-off election shall be held the date designated by the Secretary of State. within thirty (30) days following the preceding regular or special election.

Article VII

Sec. 2. Budget.

The budget shall be finally adopted not later than three (3) calendar days prior to the end of the fiscal year by the favorable votes of at least a majority of all members of the council. ~~Should the council take no final action on or prior to such day on a proposed budget which has been timely and duly submitted by the city manager, the budget, as submitted, shall be deemed to have been adopted by the council.~~ In the event the city manager fails to timely submit a proposed budget as provided herein, the council may cause the same to be prepared by someone else and may consider and adopt the same.

Article IX

Sec. 12. Submission to Voters of Initiative or Referred Petitions.

If the council shall fail to pass an ordinance proposed by initiative petition in the exact form proposed, or it fails to repeal a referred ordinance, the initiated or referred ordinance shall be submitted to the voters on the first authorized uniform election date authorized by law not less than thirty (30) days no more than ninety (90) days from the date the council takes its final vote thereon, or upon the next official election date, as authorized by state law, should an official election date not fall within the designated time specified.

Proposition C

1 Amendments to the City of Elgin Charter to provide for greater clarity as to intent and to
2 simplify the language for ease of understanding.

3 FOR _____ AGAINST _____
4

5 **Measure C**

6 **Article III**

7 **Sec. 2. Filing for Office.**

8 A. Eligibility to File. Candidates for an elective city office shall meet the following
9 qualifications.

- 10 1. Shall be a qualified voter of the city.
11 2. Candidates for mayor shall reside for at least twelve (12) months immediately
12 preceding the election within the corporate limits of the city, including territory
13 annexed prior to the filing deadline.

14 Candidates for ~~council~~ Wards shall reside for at least twelve (12) months
15 immediately preceding the election and within the Ward from which they are
16 seeking election ~~corporate limits of the city, including territory annexed prior to the~~
17 ~~filing deadline.~~

- 18 3. An incumbent councilmember may not file for mayor until after tendering a
19 resignation to the City Secretary prior to filing his/her application for Mayor.
20 4. No candidate's name may appear on the ballot for more than one (1) position per
21 election.
22

23 **Proposition D**

24 An amendment to the City of Elgin Charter to eliminate the requirement that a public bus line
25 shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin
26 per weekday, averaged over three months, connecting to the City of Austin before taxpayer money
27 may be spent on or contractually pledged to any passenger train project.

28 FOR _____ AGAINST _____
29

30 **Measure D**

31 **Article II**

32 The City shall have all the powers granted to cities by the Constitution and laws of the State
33 of Texas together with all of the implied powers necessary to carry into execution such granted
34 powers. The city may use a corporate seal; may sue and be sued; may contract and be contracted
35 with; may cooperate with the government of the State of Texas or any agency or any political
36 subdivision thereof; or with the federal government or any agency thereof, to accomplish any
37 lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and

convenience of the city and its inhabitants; may acquire property within or without its corporate limits for any municipal purpose in fee simple, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, improve, and control such property as may now or hereafter be owned by it; may exercise the power of eminent domain when necessary or desirable to carry out any of its powers; may pass ordinances and enact such regulations as may be expedient for the maintenance of good government, order and peace of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants. The powers hereby conferred upon the city shall include, but are not restricted to, the powers conferred expressly and permissively by Chapter 147, page 307, of the Acts of the 33rd Legislature, Regular Session enacted in 1913 pursuant to the Home Rule Amendment of the Constitution of Texas, known as the Enabling Act and including Articles, 1175, 1176, 1177, 1178, and 1180 of Vernon's Annotated Civil Statutes of Texas, as now or hereafter amended, all of which are hereby adopted. In addition to the powers enumerated herein, and subject only to the limitations imposed by the State Constitution, the state laws, and this Charter, the city shall have without the necessity of express enumeration in this Charter, each and every power which, by virtue of Article XI, Section 5 of the Constitution of Texas, the people of the city are empowered by election to grant to or confer upon the city by expressly and specifically granting and enumerating the same herein. The city council may by ordinance annex territory lying adjacent to the city with or without the consent of the inhabitants in such territory of the owners thereof, not inconsistent with the procedural rules prescribed by law applicable to the citizens operating under charter adopted or amended under Article XI, Section 5 of the Constitution of the State of Texas . All such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by this Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or the council.

The City has the power to spend taxpayer money to construct and maintain streets, roads, highways, bike trails, sidewalks and mass transit facilities, ~~except that no taxpayer money may be spent on or contractually pledged to any passenger train project unless a public bus line shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin per weekday, averaged over three months, connecting to the City of Austin.~~

Proposition E

An amendment to the City of Elgin Charter changing the City Council and Mayor's terms of office from two years to four years.

FOR _____ AGAINST _____

Measure E

Article IV

Sec. 3. Terms of Office.

A. The mayor and eight (8) councilmen shall be elected by a majority vote for ~~two~~ (2) four (4) year terms and until their successors are elected, qualified and take office in the manner hereinafter provided. ~~The mayor and one (1) councilman from each ward shall be elected for a two (2) year term at the regular city election to be held on the 1st Saturday in April of 1986 and at two~~

(2) year intervals thereafter. One (1) councilman from each of the four (4) wards shall be elected at the regular city election to be held on the 1st Saturday in April of 1987 and at two (2) year intervals thereafter.

Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.

C. Filling of Vacancies. In the event of a vacancy in the City Council, if there are 365 days or more remaining on the term of the vacated Mayoral or City Council position, the City Council shall call a special election to fill such vacancy. If there are less than 365 days remaining in the term of the vacated Mayoral or City Council position, the City Council may, by majority vote of the remaining Councilmembers, at its discretion, appoint a new Mayor or Councilmember to fill such vacancy or call a special election to fill such vacancy. For purposes of transitioning to four (4) year terms, elections for terms ending in 2026 shall be for a four (4) year term and elections for terms ending in 2027 shall be for a four (4) year term. All future terms shall be for four (4) years.

~~When any vacancy occurs on the council for any reason, a special election shall be ordered as soon as practicable and shall be held in accordance with the Texas Election Code; and further providing that, if such vacancy occurs within 90 days of the Next Regular Election, the Council shall not appoint a replacement but if such vacancy occurs at a time greater than 90 days of the next Regular Election, the Council shall appoint a replacement.~~

	Term Expires
Mayor Marvin Carter	April 1986
Councilman Beth L. Hall	April 1986
Councilman Jesse P. Mendez	April 1986
Councilman Eric Carlson	April 1986
Councilman Verdie P. Murphy	April 1986
Councilman Gladys Y. Ward	April 1987
Councilman Gordon Swenson	April 1987
Councilman Rudy Hernandez	April 1987
Councilman Jan Schroeder	April 1987

Proposition F

An amendment to the City of Elgin Charter requiring council members to reside within the ward from which they are elected during their term of office.

FOR _____ AGAINST _____

Measure F

1 **Article IV**

2 **Sec. 4. Qualifications.**

3 In addition to any other qualifications prescribed by law, the mayor and each council member
4 shall meet the conditions of Article III of this Charter while in office, and shall reside within the
5 city, and within the ward from which they were elected, while in office.

6
7 **Proposition G**

8 An amendment to the City of Elgin Charter changing the number of meeting absences without
9 an excuse which results in a forfeiture of office from three (3) consecutive regular meetings to two
10 (2) consecutive regular meetings.

11 FOR _____ AGAINST _____

12
13 **Measure G**

14 **Article IV**

15 **Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.**

16 B. *Forfeiture of Office.* A councilman or the mayor shall forfeit his office if he:

- 17 1. Lacks at any time during his term of office any qualification for the office
18 prescribed by this Charter or by law;
19 2. Is convicted of a crime involving moral turpitude; or
20 3. Fails to attend two (2) ~~three (3)~~ consecutive regular council meetings without being
21 excused by the council.

22
23 **Proposition H**

24 An amendment to the City of Elgin Charter requiring the mayor and council members to
25 recuse themselves from voting on any item where they have a conflict of interest under state law.

26 FOR _____ AGAINST _____

27
28 **Measure H**

29 **Article IV**

30 **Sec. 11. Rules of Procedure and Quorum Requirements.**

31 All members of the council present, including the mayor, shall vote upon every resolution or
32 ordinance, except where there is a conflict of interest under state law, the reason for which shall
33 be stated concisely.

34
35 **Proposition I**

1 An amendment to the City of Elgin Charter requiring the city manager to be evaluated
2 annually.

3 FOR _____ AGAINST _____

4
5 **Measure I**

6 **Article V**

7 **Sec. 1. City Manager.**

8 D. Annual Review. The council shall annually review the performance of the city
9 manager.

10
11 **Proposition J**

12 An amendment to the City of Elgin Charter eliminating the requirement that the City Manager
13 live in the Elgin Independent School District boundaries and requiring the city manager to live
14 within the City limits of the City of Elgin.

15 FOR _____ AGAINST _____

16
17 **Measure J**

18 **Article V**

19 **Sec. 1. City Manager.**

20 B. *Qualifications.* The city manager shall be chosen by the council solely on the basis of
21 his executive and administrative qualifications with special reference to his actual
22 experience in, or his knowledge of, accepted practice in respect to the duties of his office
23 as hereinafter during his tenure of office he shall reside within the city limits of the city
24 of Elgin. ~~Elgin Independent School District's boundaries.~~

25
26 **Proposition K**

27 An amendment to the City of Elgin Charter requiring the annual budget be made
28 available upon final adoption.

29 FOR _____ AGAINST _____

30
31 **Measure K**

1 **Article V**

2 **Sec. 2. Powers and Duties of the City Manager.**

3 B. *Preparation of Budget.* He shall prepare the budget annually, submit it to the council,
4 ~~and be responsible for its administration, and make it available to the public after its~~
5 adoption.

6
7 **Proposition L**

8 An amendment to the City of Elgin Charter changing the requirement that the annual
9 budget be submitted to the City Council not later than forty-five (45) days prior to the end of
10 the current fiscal year to not later than sixty (60) days prior to the end of the current fiscal
11 year.

12 FOR _____ AGAINST _____

13
14 **Measure L**

15 **Article VII**

16 **Sec. 2. Budget.**

17 The department heads of the city shall prepare annual departmental budget requests for the
18 ensuing fiscal year as directed by the city manager and submit said requests to him for his
19 review. It shall be the duty of the city manager to submit a balanced annual budget not later
20 than sixty (60) ~~forty five (45)~~ days prior to the end of the current fiscal year to the council for
21 review, consideration, and revision, if desired. The council shall call a public hearing on the
22 budget in accordance with the state laws.

23
24 **Proposition M**

25 An amendment to the City of Elgin Charter subjecting city council members elected by
26 Ward to recall by only those citizens within their Ward.

27 FOR _____ AGAINST _____

28
29 **Measure M**

30 **Article IX**

31 **Sec. 16. Recall Procedure.**

32 ~~The qualified and registered voters shall have the power to recall any elected or~~
33 ~~appointed member of the council, and may exercise such power by filing with the city~~
34 ~~secretary a petition which shall be signed and verified by the same number of signers with~~
35 ~~the same qualifications and in the same manner required in this Charter for an initiative~~

~~petition. If the petition is certified by the city secretary to be sufficient, the council shall order and hold an election to determine whether such officer shall be recalled.~~

Before the question of recall of such officer shall be submitted to the qualified voters of the City, a petition demanding such questions to be so submitted shall first be filed with the person performing the duties of City Secretary. As to the Mayor and Council Members elected at large, said petition shall be signed by qualified voters of the city equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular city-wide municipal election of the City, but in no event less than four hundred (200) such petitioners. As to the Council Members elected by Ward, said petition shall be signed by qualified voters in such District equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular district council municipal election in such Ward, excluding any special elections or run-off elections. Each signer of such recall petition shall personally sign his name thereto in ink or indelible pencil, and shall write after his signature his printed name, his place of residence, giving name of street and number, his county of residence, his voter registration number, and shall also write thereon the day, the month and year his signature was affixed. A separate petition shall be circulated with respect to each elected City official whose removal is sought.

Proposition N

An amendment to the City of Elgin Charter requiring the City Secretary to issue appropriate blanks to a recall, initiative or referendum petitioners' committee within three business days after the affidavit of the petitioners' committee is filed.

FOR _____ AGAINST _____

Measure N

Article IX

Sec. 5. Commencement of Proceedings: Petitioners' Committee and Affidavit.

Any five (5) qualified and registered voters may commence initiative or referendum proceedings by filing with the city secretary an affidavit stating they will constitute the petitioners' committee and shall become circulators of the petition, and will be responsible for filing it in proper form, stating their names and addresses, and specifying the addresses to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinances or citing the ordinance sought to be reconsidered.

~~Immediately~~ Within three business days after the affidavit of the petitioners' committee is filed, the city secretary shall issue the appropriate blanks to the petitioners' committee.

Proposition O

An amendment to the City of Elgin Charter requiring initiative ordinances adopted or approved by the electors to be published on the City's website instead of the official newspaper of the city.

FOR _____ AGAINST _____

Measure O

Sec. 15. Publication of Ordinances.

Initiative ordinances adopted or approved by the electors shall be published on the City's website for a period of five business days ~~in the official newspaper of the city~~ within thirty (30) days after certification of the election.

Proposition P

An amendment to the City of Elgin Charter to provide for gender neutrality.

FOR _____ AGAINST _____

Measure P

Except where otherwise amended by other approved amendments:

ARTICLE III.

Sec. 2. Filing for Office.

A. Eligibility to File. Candidates for an elective city office shall meet the following qualifications.

1. Shall be a qualified voter of the city.

2. Candidates for mayor shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.

Candidates for council shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.

3. An incumbent councilmember may not file for mayor until after tendering a resignation to the City Secretary prior to filing ~~his/her~~ an application for Mayor.

4. No candidate's name may appear on the ballot for more than one (1) position per election.

Sec. 4. Canvassing and Election Results: Mayor and Ward Positions for Wards Numbers 1, 2, 3 and 4.

The following provisions set forth in this section shall apply with regard to elections to fill the offices of Mayor, Councilmen from Ward No. 1, Councilmen from Ward No. 2, Councilmen from Ward No. 3 and Councilmen from Ward No. 4.

A. Conducting and Canvassing Elections. The election judges and other necessary election officials for conducting all the elections shall conduct the elections, determine, record and report the results as provided by the Texas Election Laws. Within five (5) days or as soon as

practical after an election, the council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and the Mayor shall issue certificates of election to candidates elected as hereinbefore provided.

B. Majority Vote. A majority vote for an elective office is that number of votes which is greater than one-half ($\frac{1}{2}$) of the total number of valid ballots cast for the office concerned. Any candidate for elective office who receives a majority vote shall be declared elected. If none of the candidates for an elective position receives a majority vote, none of such candidates shall be elected.

C. Notification and Taking Office. It shall be the duty of the city secretary to notify all persons elected. A candidate who is elected in the regular city election or special election shall take office and enter upon ~~his~~ their duties after qualifying by taking and subscribing to his oath of office at the next regular council meeting after closing of the polls.

D. Run-Off Election. In the event no candidate for these elective offices receives a majority of the votes cast for that position in a regular or special election, a run-off election shall be held between the candidates receiving the greatest number of votes. Such run-off election shall be held within thirty (30) days following the preceding regular or special election.

ARTICLE IV.

Sec. 7. Mayor and Mayor Pro-Tem.

The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the council. The mayor may vote on every proposition before the council but shall have no power of veto. ~~He~~ shall, when directed by the council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. ~~He~~ shall appoint committees and commission members with the advice and consent of the council members. ~~He~~ and shall perform such other duties consistent with this Charter as may be imposed ~~upon him~~ by the council.

The mayor pro tem shall be a council member elected by the council at the first regular council meeting following each regular city election. The mayor pro tem shall act as mayor during the absence or disability of the mayor and shall have power to perform every act the mayor could perform if present.

Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.

A. Vacancies. The office of a councilman or office of the mayor shall become vacant upon ~~his~~ their death, resignation, removal from office in any manner authorized by law, or forfeiture of ~~his~~ office.

B. Forfeiture of Office. A councilman or the mayor shall forfeit ~~his~~ their office if ~~he~~:

1. Lacks at any time during ~~his~~ the term of office any qualification for the office prescribed by this Charter or by law;
2. Is convicted of a crime involving moral turpitude; or

3. Fails to attend three (3) consecutive regular council meetings without being excused by the council.

C. Filling of Vacancies. When any vacancy occurs on the council for any reason, a special election shall be ordered as soon as practicable and shall be held in accordance with the Texas Election Code; and further providing that, if such vacancy occurs within 90 days of the Next Regular Election, the Council shall not appoint a replacement but if such vacancy occurs at a time greater than 90 days of the next Regular Election, the Council shall appoint a replacement.

Sec. 9. Prohibitions.

A. Holding Other Office. Except where authorized by law, no mayor or councilman shall hold any other office or city employment during ~~his~~ their term as mayor or councilman, and no former mayor or councilman shall hold any compensated appointive city office or employment or contractual agreement until one year after the expiration of ~~his~~ their term as mayor or councilman.

B. Appointments and Removals. Neither the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees who the city manager or any ~~of his~~ subordinates are empowered to appoint, but the council may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

C. Interference with Administration. The council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 14. Authentication and Recording, Codification.

A. Authentication and Recording. The city secretary shall authenticate by ~~his~~ their signature and record in full in a properly indexed book kept for the purpose, all ordinances and resolutions adopted by the council. All ordinances shall be categorically filed in the order in which adopted. This record shall be open for public inspection.

B. Codification. The Elgin City Code shall be reviewed and revised at least every five (5) years. The council shall repeal and revise any ordinances as may be obsolete or in conflict with this Charter.

ARTICLE V.

Sec. 1. City Manager.

A. Appointment and Removal. The council shall appoint an officer of the city who shall have the title of "city manager," who shall have the powers and perform the duties as provided in this Charter. No mayor or council member shall receive such appointment during the term for which ~~he~~ they shall have been elected or within one (1) year after the expiration of his term.

B. Qualifications. The city manager shall be chosen by the council solely on the basis of ~~his~~ executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of ~~his~~ the office. During the as

hereinafter during his tenure of office, the City Manager ~~he~~ shall reside within the Elgin Independent School District's boundaries.

C. *Term.* The city manager shall not be appointed for a definite term but may be removed at the discretion of the council, by vote of the majority of the entire council. The action of the council in suspending or removing the city manager shall be final, it being the intention of this Charter to rest all authority and fix all responsibility for such suspension or removal in the city council. During the extended absence or disability of the city manager, the council shall designate some properly qualified person to perform the duties of the office.

Sec. 2. Powers and Duties of the City Manager.

A. *Appointment and Removal of Employees.* ~~He~~ The City Manager shall appoint and remove any officer or employee of the city except those officers and employees whose appointment or election is otherwise provided for by law of this Charter.

B. *Preparation of Budget.* The City Manager shall prepare the budget annually, submit it to the council and be responsible for its administration after its adoption.

C. *Information for the Council.* He shall keep the council informed of the financial condition of the city and make recommendations on current and future needs of the city as may seem desirable.

1. Prepare and submit a quarterly report to the council on the finances and administrative activities of each department.

2. Prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for preceding fiscal year.

D. *Delegation to Contract.* The council may, by ordinance, confer upon the City Manager general authority to contract for budgeted expenditures involving an amount approved by the Council.

E. *Other Responsibilities.* ~~He~~ The City Manager shall perform such other duties as may be prescribed by the Charter or required of ~~him~~ by the council which are not inconsistent with the provision of the Charter.

Sec. 4. City Attorney.

The council shall appoint an attorney, or attorneys, licensed to practice law in the State of Texas, to serve as legal advisor to the city and to all officers and departments of the city. ~~He~~ The city attorney shall represent the city or be responsible for the representation of the city in all cases; ~~He~~ shall either draft, approve, or file ~~his~~ written legal objections to every ordinance adopted by the council and ~~he~~ shall pass upon all documents, contracts, and legal instruments in which the city may have an interest.

Sec. 5. City Secretary.

The city manager, with the consent of council, shall appoint the city secretary and such assistant city secretaries as may be necessary and advisable. The duties of the city secretary, or an assistant city secretary, shall include, but not be limited to, the following:

1. ~~He shall give~~ Give notice of council meetings.

-
2. Record the minutes of all official meetings of the council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;
 3. Be the custodian of all official records of the council;
 4. Recommend to the council rules and regulations to be adopted by ordinances to protect the safety and security of the municipal records;
 5. Hold and maintain the city seal and affix to all instruments requiring such seal; and
 6. ~~He shall~~ **Perform** such other duties as the city manager shall assign and those elsewhere provided for in this Charter. ARTICLE VII. FINANCIAL ADMINISTRATION

Sec. 2. Budget.

The department heads of the city shall prepare annual departmental budget requests for the ensuing fiscal year as directed by the city manager and submit said requests ~~to him for his~~ **to the city manager for** review. It shall be the duty of the city manager to submit a balanced annual budget not later than forty-five (45) days prior to the end of the current fiscal year to the council for review, consideration, and revision, if desired. The council shall call a public hearing on the budget in accordance with the state laws.

When recommended by the city manager and in the discretion of the city council the budget may contain a reasonable sum set aside as an unallocated reserve fund, to meet unexpected and unforeseen contingencies in current operating costs of any budget project.

The budget shall be finally adopted not later than three (3) calendar days prior to the end of the fiscal year by the favorable votes of at least a majority of all members of the council. Should the council take no final action on or prior to such day on a proposed budget which has been timely and duly submitted by the city manager, the budget, as submitted, shall be deemed to have been adopted by the council. In the event the city manager fails to timely submit a proposed budget as provided herein, the council may cause the same to be prepared by someone else and may consider and adopt the same.

ARTICLE IX.

Sec. 6. Petitions.

A. Number of Signatures. Initiative and Referendum petitions must be signed by qualified and registered voters of the city equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular municipal election of the city, or two hundred (200), whichever is greater.

B. Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be dated, and shall be executed in ink or indelible pencil and shall be followed by ~~his~~ **their** place of residence by street and number or other description sufficient to identify the place. Petitions shall contain or have attached thereto throughout their circulation and [sic] the full text of the ordinance proposed or sought to be reconsidered.

1 **Sec. 7. Affidavit or Circulator.**

2 When filed, each paper of a petition shall have attached to it an affidavit executed by the
3 circulator thereof stating that the circulator personally circulated the paper, that the signatures
4 were affixed in ~~his~~ their presence, that ~~he~~ they believes them to be the genuine signatures of
5 the persons whose names they purport to be, and that each signer had an opportunity before
6 signing to read the full text of the ordinance proposed or sought to be reconsidered.

7 **Sec. 17. Results of Recall Election.**

8 If the majority of the legal votes cast at a recall election be for the recall of the officer named
9 on the ballot, the council shall immediately declare ~~his~~ the office vacant and such vacancy
10 shall be filled in accordance with the provisions of this Charter.

11 **Sec. 18. Limitation of Recall.**

12 No recall petition shall be filed against any officer within six (6) months after ~~he~~ taking
13 office, and no officer shall be subject to more than one (1) recall election during a term of
14 office.

15
16 **ARTICLE X**

17 ~~**Sec. 16. Gender Terms.**~~

18 ~~A word importing the masculine gender, only, shall extend and be applied to include~~
19 ~~females, firms, partnerships and corporations as well as males.~~