AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 5, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION**

IV. **PLEDGE OF ALLEGIANCE**

V. **PUBLIC HEARING**

1. **Public Hearing On The Proposed 2022 Five-Year Capital Improvement Plan**

   Documents:

   EXSUMMARY - 5YRCP HEARING.PDF

2. **Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: 34.74 Acres Of Land, More Or Less, Out Of The Henry Martin Survey, No. 65, Abstract No. 518, In Travis County, Texas (Travis Co. Appraisal District #467330), Including Adjacent Right-Of-Way, And Being Fully Described In Exhibit "A" Attached Hereto; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions**

   Documents:

   NEW PUBLIC HEARING COUNCIL COVERSHEET.PDF

VI. **PUBLIC COMMENT**

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts, or information for Council, to the City Secretary prior to commencement of the

Council meeting. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

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

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

VII. PRESENTATION

1. A PROCLAMATION DECLARING JULY AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF ELGIN

Documents:

A PROCLAMATION DECLARING JULY AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF ELGIN.PDF

VIII. CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Documents:

EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

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 - June 21, 2022

Documents:

EX SUMMARY- JUNE 21, 2022 REGULAR MEETING MINUTES.PDF
06-21-2022 CITY COUNCIL REGULAR MEETING MINUTES.PDF

2. City Council Worksession Meeting Minutes - June 22, 2022

Documents:

EX SUMMARY- JUNE 22, 2022 WORKSESSION MINUTES.PDF
06-22-2022 CITY COUNCIL WORKSESSION MEETING MINUTES.PDF

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY

Documents:

EXECUTIVE SUMMARY SHEET TXDOTAGREEMENTHOGEYE22.PDF
RESOLUTIONTXDOTTEMPCLOSEROW722HOGEYE.PDF
TEA30A_CLOSURE_INCORPORATED.PDF
TXDOT CERTIFICATE OF INSURANCE 1560.PDF
ELGIN HOGEYE TCP 2022.PDF
HOGEYE FESTIVAL MAP 2022.PDF

X. NEW BUSINESS

1. **AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT**

   Documents:

   EX SUMMARY-ELIMINATE LOW LEVEL MARIJUANA ENFORCEMENT.PDF
   AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA.PDF
   EMAIL 6.10.2022.PDF
   LETTER 4.29.2022.PDF

2. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 34.74 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518 IN TRAVIS COUNTY, TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS**

   Documents:

   NEW COUNCIL COVERSHEET.PDF
   ANNEXATION ORDINANCE WITH EXHIBIT A.PDF
   CITY LIMITS MAP.PDF

3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS**

   Documents:

   NEW COUNCIL COVERSHEET.PDF
   WARD ASSIGNMENT ORDINANCE AND EXHIBIT A.PDF

4. **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND STUDIO 1619 FOR PROFESSIONAL SERVICES FOR VETERANS MEMORIAL PARK EXPANSION**

   Documents:

   EXSUMMARYVETERANSPARKSTUDIO1619.PDF
   RESOLUTIONSTUDIO1619VETERANSMEMORIALPARK.PDF
   22.856_LAND ARCH SERVICES-PSA_ELGIN VETERANS MEMORIAL PARK_V2.PDF
   22.856_S1619 PSA_ELGIN VETERANS MEMORIAL PARK_EXHIBITS_A-F_V2.PDF

STUDIO 1619 PART ONE.PDF
STUDIO 1619 PART TWO.PDF

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.

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, July 1, 2022, in accordance with Chapter 551 of the Texas Government Code.

Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing on the Proposed 2022 Five-Year Capital Improvement Plan

DEPARTMENT: City Manager

PROPOSED ACTION:
No Council action proposed or requested at this time; This item is to allow for public comments on the proposed 2022 Five-Year Capital Improvement Plan (5YRCP) prior to its consideration for adoption by the City Council.

BACKGROUND:
Discussed at previous meetings; This hearing was scheduled as part of the 2022 Budget Development Calendar and represents a formative step in the final development of the FY22-23 Annual Budget.

The 5YRCP is a comprehensive financial planning document describing all currently proposed capital expenditures within all city departments and operations for each of the next five years. The 5YRCP is designed to provide operations managers with the opportunity to look beyond the standard 12-month governmental funding cycle; while also providing Council and the administration with information necessary to achieve effective long-term financial planning.

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

RECOMMENDATION:
N/A

ATTACHMENTS:
None *(Council has already been provided copies of the proposed 2022 5YRCP, which are available for review by the public at City Hall or the Elgin Public Library; or on the city's website).*

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Hearing on an Ordinance Annexing Adjacent and Contiguous Territory to the City of Elgin, Texas to Wit: 34.74 Acres of Land, More or Less, Out of The Henry Martin Survey, No. 65, Abstract No. 518, in Travis County, Texas (Travis Co. Appraisal District #467330), Including Adjacent Right-of-Way, and Being Fully Described in Exhibit "A" Attached Hereto; Providing for a Savings Clause and Repealing Conflicting Ordinances and Resolutions.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council Action Proposed or Requested at This Time; This Item is to Allow for Public Comments on the Requested Proposed Annexation.

BACKGROUND: State Law Requires an Annexation to Have at Least One (1) Public Hearing. This Annexation is Not Part of any Annexation Development Agreements.

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: None.

ATTACHMENTS: None.

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

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

A PROCLAMATION DECLARING JULY AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF ELGIN

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Elgin and surrounding Bastrop County; and

WHEREAS, parks and recreation is vitally important to establishing and maintaining quality of life, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, the City of Elgin has five city parks, the oldest established in 1913 by the Women's New Century Club; parkland and open space encompasses over 120 acres including sports courts, fields, playgrounds, swimming pool, walking paths, pond, concession stands, and picnic areas, the Elgin Recreation Center/Emergency Shelter and Morris public pool; and

WHEREAS, the City of Elgin Parks & Recreation Department supports the community by implementing award winning programs and events recognized at the State and Local levels; and

WHEREAS, the City of Elgin Parks & Recreation Department partners with local non-profit organizations to support the health and wellbeing of all members of our community; these partners include, but are not limited to, Down Home Ranch, Ranch House Recovery, Advocacy Outreach, Chariot, Elgin Nursing Home; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife that provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, City of Elgin, Texas recognizes the benefits derived from parks and recreation resources; and

NOW THEREFORE, I, Mayor of the City of Elgin, do proclaim July 2022 as National Park and Recreation Month, and call upon the people of Elgin to join their fellow citizens across the United States in recognizing and participating in this special observance.

_____

Theresa Y. McShan, Mayor

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

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

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

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

RECOMMENDATION:
N/A

ATTACHMENTS:
None.

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - June 21, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes- June 21, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes- June 21, 2022

ATTACHMENTS: Minutes

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

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

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
June 21, 2022

CALL TO ORDER

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

ROLL CALL

Present: Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member

Absent: Skyler Maldonado, Council Member

Mayor McShan stated there was a quorum and asked for a motion to excuse Mr. Maldonado. Mayor Pro Tem Brashar made a motion to excuse Mr. Maldonado. Mr. Swain seconded the motion. All voted in favor. The motion carried.

Staff: Thomas L. Mattis, City Manager
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Aaron Crim, Commander
Beau Perry, City Engineer
Carl Currie, Interim Finance Director
Pam Sanders, HR Director

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Tammy Stewart, 108 Dallas Drive, stated she was here to let the Council know that Elgin High School students were parking in front of homes in her neighborhood who do not live there. She stated that the students were disruptive, loud, and leaving trash. Ms. Stewart asked if there could be a parking permit for residents or a better way for the city to handle this.

PRESENTATION

1. A PROCLAMATION DECLARING JUNE 23-25 AS WESTERN DAYS WEEK IN THE CITY OF ELGIN, TEXAS

Mayor McShan read the Western Days Proclamation and presented it to Veronica Seever, Elgin Chamber of Commerce representative. Ms. Seever encouraged those in attendance to join in on the Western Days fun this week.

CITY MANAGERS REPORT

1. #ETX150 SESQUICENTENNIAL UPDATE & EVENT HIGHLIGHT

Mr. Mattis invited Ms. O'Brien to the dais. Ms. O'Brien encouraged the public to attend the Independence Day Celebration on Saturday, July 2nd at the VFW and the Founder's Day celebration on Saturday, August 20th at Booker T. Washington Elementary School.

2. General Activity Report And/Or Project Update

Mr. Mattis invited Commander Crim to the dais to discuss fireworks usage in the City of Elgin. Commander Crim stated the Police Department will respond accordingly to firework complaints. He stated that if officers locate a citizen shooting off fireworks, they will respond by educating the citizen it is in violation of a city ordinance to do so, and the goal is to receive verbal compliance from the citizen. He stated that if repeated complaints occur in a particular area, citations will be issued. Mr. Mattis stated staff will try and work with the public before citations are issued. Discussion followed. Mr. Mattis stated that staff is working on the parking concern by Elgin High School. He stated that this issue will come back to Council at a later date.

CONSENT AGENDA

1. City Council Special Meeting Minutes – June 7, 2022

The minutes passed on the consent agenda.

2. City Council Regular Meeting Minutes- June 4, 2022

The minutes passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING OFFICIAL SIGNATORIES FOR ALL CITY ACCOUNTS WITH THE CITY BANK DEPOSITORY FIRST NATIONAL BANK, OF ELGIN, TEXAS

The resolution passed on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND PROVIDING FOR RELATED MATTERS

The resolution passed on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AN AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis presented the item and stated the first two items under new business are connected to the creation of the Brickston Municipal Utility District (MUD). He stated the Development Agreement has very few changes. He stated the Development Agreement is proposing the creation of over 2,400 homes, 96 acres of parks/open spaces, 22 acres of commercial land use, 23 acres of private amenity space, and 2 acres will be donated to the city for public safety. Mr. Mattis stated this MUD will be at no cost to Elgin residents and at some point, the Council will need to decide if the city should overbuild the wastewater plant to service the new and future residents. Mr. Mattis answered questions of the Council. Mayor Pro Tem Brashar made a motion to approve the resolution as presented. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE AMENDED AND RESTATED WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated this item is the detailed part of the wastewater agreement. Mr. Swain made a motion to approve the resolution. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PATIN CONSTRUCTION LLC. FOR THE COUNTY LINE ROAD WIDENING PHASE I CONSTRUCTION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated that the necessary right-of-way has been acquired and staff conducted a public forum to discuss the County Line Road widening project. He stated that staff has had good interactions with Elgin ISD. Mr. Mattis stated the delay in this project has cost the taxpayers about $700,000 due to an alleged petition. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the resolution. Mr. Rodriguez seconded the motion. All voted in favor. The motion carried.

4. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND CULLEN TEXAS HEALTH AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT

Mr. Rock stated that the Economic Development Corporation Board approved this item on June 14th. He stated this is a CBD facility with 35 employees, growing to about 85 employees. Mr. Mattis stated all of this is legal. Mr. Rock stated all permits will be approved by the State and the business paid more due to pending State permits. Discussion followed. Mr. Swain made a motion to approve the resolution. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

Mr. Mattis stated that he meant to provide an update about the petition to eliminate low-level marijuana enforcement earlier in the meeting. He stated he had a conversation with the petitioner's committee to see if they would be interested in submitting a new petition with an ordinance the Council would be more supportive of. Mr. Mattis stated the committee is ready for the Ordinance to go to the voters and would not be submitting a new petition. Staff is waiting for a final review over the Ordinance by the City Attorney and anticipate this item coming back to Council at the next meeting.

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.

Mayor McShan stated the Council would not be retiring into Executive Session.

ANNOUNCEMENTS

Mayor Pro Tem Brashar encouraged those in attendance to come out to Western Days and the Independence Day Celebration. Ms. Miller invited those in attendance to head to the Rec Center this evening for Skate Night. Mayor McShan reminded the Council and the public about the Council Worksession happening tomorrow at 6:00 PM to discuss the 5 Year Capital Improvement Plan.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:47 p.m.

_____
Theresa Y. McShan, Mayor

ATTEST:

_____
Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Worksession Minutes - June 22, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Worksession Minutes- June 22, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Approval of the City Council Worksession Minutes- June 22, 2022

ATTACHMENTS: Minutes

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

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

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

MINUTES
ELGIN CITY COUNCIL WORKSESSION MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
June 22, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 6:08 p.m.

ROLL CALL

Present: Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member

Absent: Skyler Maldonado, Council Member

Staff: Thomas L. Mattis, City Manager
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director

PUBLIC COMMENT

There was no one from the public who wished to speak under the public comment item.

GENERAL DISCUSSION

1. Discussion On The Proposed 2022 City Of Elgin Five-Year Capital Improvement Plan

Mayor McShan asked for the Council to be on the lookout for an e-mail from Ms. Stubbs regarding an invocation rotation schedule for upcoming council meetings. Ms. Stubbs stated she will send out contact information to the Council as well. Mayor McShan asked for the Council to send Ms. Stubbs shirt orders. Mr. Mattis provided information over the 5-year Capital Improvement Plan and answered questions of the Council. Mayor Pro Tem Brashar asked for a list of clay pipes to be included in the plan. Ms. Casnovsky asked for the map on page 39 to updated as the sidewalk does not stretch to the end of the map. Mayor Pro Tem Brashar asked for page 41 to include Main Street. Discussion followed. Mayor McShan asked the Council to e-mail their top 5 projects for the next 5 years by July 8th.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:00 p.m.

_____
Theresa Y. McShan, Mayor

ATTEST:

_____
Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider agreement with Texas Department of Transportation for the Temporary Closure of Loop 109 for the Hogeye Festival Saturday October 22, 2022.

BACKGROUND:

The Texas Department of Transportation requires this agreement to authorize the temporary closure of state right of way for more than 4 hours. TXDOT requires a traffic control plan signed by an engineer which is a part of the agreement. They also require the use of a professional traffic control company to implement the plan and coordination with local police department. The annual Hogeye Festival is organized by the Elgin Main Street Board and the Community Services Division. Main Street Board will engage a professional traffic control firm to implement the traffic control plan and has reviewed the plan with the Elgin Police department and Public Works. The festival is held in the downtown business district on Saturday, October 22. The festival area and associated street closures include the following: Loop 109 Main Street from the 400 block of North Main Street to the 200 block of South Main Street, Depot Street and Central Avenue, from Main Street to Avenue B, Austin Street, 1st Street, 2nd Street, from the Union Pacific Railroad tracks to Avenue C from 4am to 9pm. Cost for traffic control implementation is covered by the festival and Main Street program.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends approval of resolution.

ATTACHMENTS: Resolution, traffic control plan, festival area map, TXDOT documents

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

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

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY.

WHEREAS, the City of Elgin will hold the annual Hogeye Festival on Saturday October 22, 2022; and

WHEREAS, the Hogeye Festival is a free community street festival held in the downtown district including Loop 109 from Lexington to Austin Street; and

WHEREAS, the Governing Body of the City of Elgin desires to reaffirm its support of the Hogeye Festival and approve and authorize the execution of an Agreement for the Closure of State Right of Way.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute an agreement with Texas Department of Transportation**.**

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

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

PASSED AND ADOPTED this 5th day of July, 2022

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

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Elgin, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 109, in Bastrop, County; and

WHEREAS, the local government has requested the temporary closure of Loop 109 for the purpose of The 35th Annual Hogeye Festival, from 4am Oct 22nd to 8pm Oct 22nd as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 5 day of July, 20 22, the Elgin City Council passed Resolution / Ordinance No._____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
Amy Miller Community Services Director City of Elgin (512) 801-5748 amy.miller@elgintexas.gov	Texas Department of Transportation Austin District P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Elgin
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title Theresa Y. McShan
Mayor

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

Exhibit B

Exhibit C

CERTIFICATE OF INSURANCE

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: ( ) -

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance				Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy				Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name **Address** **City, State, Zip Code**

_____

( ) -
Authorized Agent's Phone Number

_____
Authorized Agent Original Signature

_____
Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/832-7390

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

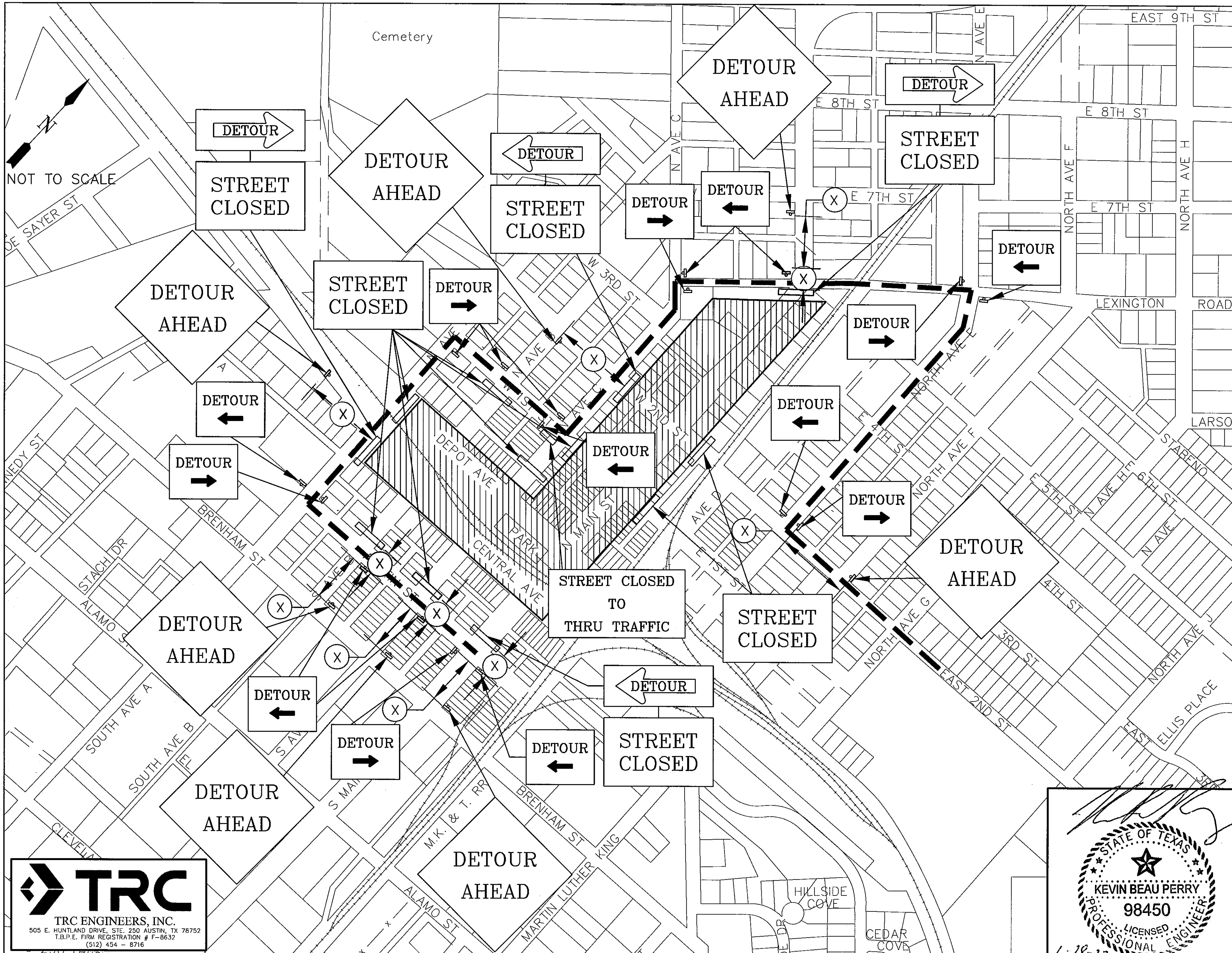
Bodily Injury	$500,000 each occurrence
	$100,000 each occurrence
Property Damage	$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
Austin District Maintenance
P.O. Drawer 15426
Austin, TX 78761-5426

CITY OF ELGIN, TEXAS PROPOSED TRAFFIC CONTROL PLAN FOR HOGEYE FESTIVAL OCTOBER 20–22, 2022



LEGEND

- TYPE III BARRICADE
- PROPOSED SIGN
- (X) DISTANCE (SEE CHART BELOW)
- DETOUR ROUTE
- FESTIVAL AREA

POSTED SPEED	MINIMUM DIST.
30 or less	80
35	120
40	160
45	240

NOTES:

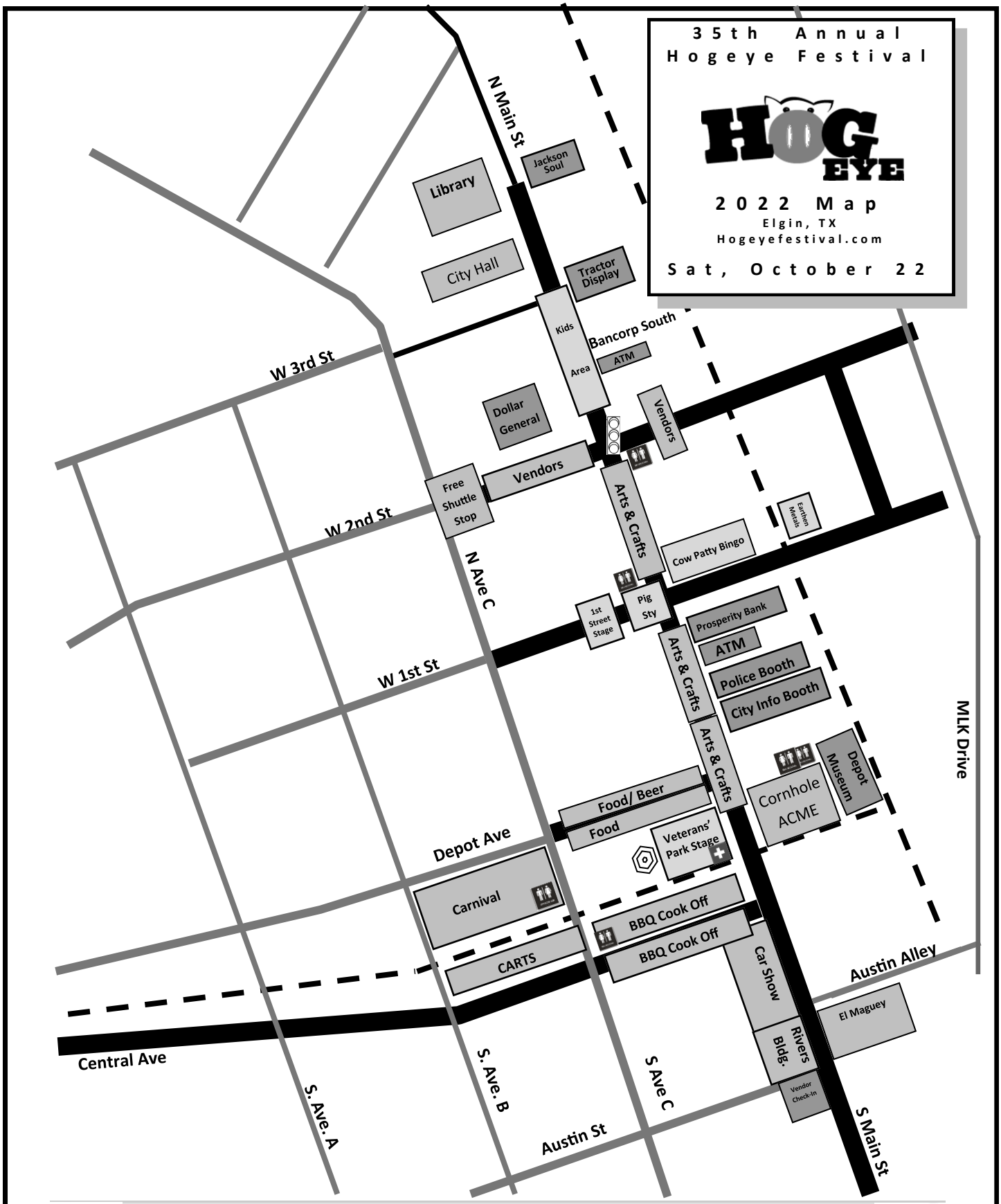
1. ALL SIGNS AND BARRICADES SHALL MEET THE REQUIREMENTS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

2. STREET CLOSURES MAY ALSO BE PERFORMED BY A UNIFORMED POLICE OFFICER AND/OR FLAGMAN, INSTEAD OF BARRICADES.

3. BUSINESSES LOCATED AT THE INTERSECTION OF LEXINGTON ROAD AND MAIN STREET SHALL BARRICADE THE DRIVEWAYS THAT ACCESS MAIN STREET.

4. AVENUE C SHALL REMAIN OPEN UNTILL 8 A.M. PRIOR TO BARRICADES BEING PLACED AS SHOWN.

5. SIGN SHALL BE PLACED OUTSIDE THE POST OFFICE FOR 10 MINUTE PARKING—TOWING ENFORCED.



Celebrating 32 years as a Texas Main Street City

35th Anniversary of the Hogeye Festival

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

DEPARTMENT: City Council

PROPOSED ACTION: N/A

BACKGROUND: On April 1, 2022, the City Secretary received a letter submitting five qualified and registered voters of the City of Elgin to collect signatures, the proposed petition form, ordinance, and affidavit for a city initiative to decriminalize low-level marijuana offenses. On April 29, 2022, the petitioner's committee submitted at least 200 valid signatures, as required according to Article IX of the City's Charter to the City Secretary. Article IX, Section 11 of the City Charter states that "A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The Council shall take final action on such ordinance not later than sixty (60) days after the date on which it was submitted to the council by the city secretary." Article IX Section 12 states that "if the council shall fail to pass the 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 not less than third (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. On June 7, a Public Hearing was held over the Ordinance and was placed under New Business for approval or denial by the City Council. The City Council decided to take no action and bring back to a future meeting to allocate time for the Petitioner's committee and Council to decide next steps. The City Manager received an email from the Petitioner's Committee that stated "we have decided to move forward with the process and to not to withdraw or change our initiative."

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: N/A

ATTACHMENTS: Ordinance and Letters

{} 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.

FULL TEXT OF PROPOSED INITIATED ORDINANCE

AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

BE IT ORDAINED BY THE VOTERS OF THE CITY OF ELGIN:

Chapter 24 of the City Code is hereby amended to create a new Article V, to be titled "Marijuana Enforcement" and to read as follows:

ARTICLE V. - MARIJUANA ENFORCEMENT

Sec. 24-102. - Ending citations and arrests for misdemeanor possession of marijuana.
(a) Elgin police officers shall not issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana offenses, except in the limited circumstances described in (b).
(b) The only circumstances in which Elgin police officers are permitted to issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana are when such citations or arrests are part of (1) the investigation of a felony level narcotics case that has been designated as a high priority investigation by a Elgin police commander, assistant chief of police, or chief of police; and/or (2) the investigation of a violent felony.
(c) In every instance other than those described in (b), if an Elgin police officer has probable cause to believe that a substance is marijuana, an officer may seize the marijuana. If the officer seizes the marijuana, they must write a detailed report and release the individual if possession of marijuana is the sole charge.
(d) Elgin police officers shall not issue any charge for possession of marijuana unless it meets at least one of the factors described in (b).

Section 24-103. - Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.
(a) A class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

Section 24-104. - Prohibition against using City funds or personnel to conduct THC concentration testing.
(a) No City funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law, except in the limited circumstances of a police investigation pursuant to § 24-102(b).
(b) This prohibition shall not limit the ability of Elgin police to conduct toxicology testing to ensure public safety, nor shall it limit THC testing for the purpose of any violent felony charge.

Section 24-105. - Prohibition against City police using the odor of marijuana or hemp as probable cause for search or seizure.

(a) Elgin police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to § 24-102(b).

Section 24-106. - Training and policy updates; community involvement.
(a) The City Manager and Chief of Police shall ensure that Elgin police officers receive adequate training concerning each of the provisions of this ordinance.
(b) The City Manager shall work with the Elgin Police Chief and other relevant stakeholders identified in (c) to update City policies and internal operating procedures in accordance with this ordinance. Actions that may be necessary include, but are not limited to: updating the Elgin Police Department General Manual; updating the training bulletin; training officers; and updating internal databases and systems.
(c) The City Manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders including: the Police Chief's Advisory Panel; other interested stakeholders and community organizations; individuals directly impacted by arrests within the City; immigrant communities; and communities of color. These meetings shall be open to public participation, have minutes and agendas publicly accessible, and have audio and video recordings uploaded to the City's website.

Section 24-107. - Discipline.
(a) Any violation of this chapter may subject an Elgin police officer to discipline as provided by the Texas Local Government Code or as provided in City policy.

Section 24-108. - Reporting.
(a) Within three months of the adoption of this ordinance, and once per year thereafter, the City Manager or their designee shall present to the City Council, at a public meeting subject to the Texas Open Meetings Act, a report concerning the City's implementation of this ordinance.

From: Ben Deatrick <ben@groundgametexas.org>
Sent: Friday, June 10, 2022 3:27 PM
To: Tom Mattis <TMattis@ci.elgin.tx.us>
Subject: Petition to Decriminalize Marijuana in Elgin

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Manager Mattis,

Thanks for speaking with us after Tuesday's City Council meeting! I wanted to get back with you regarding our decision on the initiative and the election law item I mentioned.

After speaking with the group, we have decided to move forward with the process and not to withdraw or change our initiative. Our coalition to decriminalize marijuana in Elgin asks the City Council to order an election on our initiative in the same form it was presented. Hundreds of Elgin voters have endorsed this reform, and we want their voices to be heard this November.

Also, with regard to the date of the election, the Charter references the date in Article IX, Section 12. You can find that section here:

https://library.municode.com/tx/elgin/codes/code_of_ordinances?nodeId=PTIHORUCH_ARTIXINRERE_S11COCOINRE

However, this part of the Charter is superseded by Texas Election Code 41.004. This section of the Election Code specifies that the election shall be held on the next uniform election date, which would be defined as this November. You can find the Election Code here:

https://statutes.capitol.texas.gov/Docs/EL/htm/EL.41.htm

Please forward this to the City Attorney so he can take a look. If he has any further questions, please have him contact Mike Siegel at mike@register2vote.org / (737) 615-9044. Mike is the co-founder of Ground Game Texas, and he also serves as our General Counsel.

Thanks again for all your help. Let me know if there's anything else you need from us.

Ben Deatrick
Campaigns Manager
Ground Game Texas
(512) 791-8691

received
4/29/2022

Dear Secretary Stubbs,

Enclosed are the petitions for our initiative to decriminalize marijuana in Elgin. This initiative seeks to end arrests and citations for low-level, misdemeanor marijuana possession. A copy of the full language of the ordinance can be found on the back of each petition.

We're including ~~51~~ 52 pages of signed petitions. In our own pre-verification process, we've already identified at least 219 registered Elgin voters. A list of these voters has been included.

Additionally, please keep the following in mind:

- All signatures for this campaign were collected in the last 30 days. Our collection period started on April 1st.
- A committee of 5 qualified Elgin electors has been identified on the back of each petition along with the full petition language.
- Each petition has a page number at the top of the page. These numbers should run from page 1 to page ~~51~~. 52
- Each petition contains room for 8 signatures. While the signature slots are not numbered, we're considering the first signature on the page to be signature 1 and the last signature to be signature 8. In our list of valid signers, you'll find a corresponding page, signature number, Voter ID number, and name for each valid signer we identified. So, for example, page 47, signature 1 would be the first signature on page 47, and page 47, signature 8 would be the last.
- Our enclosed list of valid signers is intended as a reference to show validated voters, but we may have missed valid petition signers contained in the petitions. We ask that you please check every signature.

I will serve as staff support for this initiative. Please do not hesitate to contact me with any questions or concerns. Additionally, please alert me when your verification process is complete. Thanks so much for your help, and I look forward to hearing the results of your work!

Ben Deatrick

Ground Game Texas

ben@groundgametexas.org

(512) 791-8691

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 34.74 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518 IN TRAVIS COUNTY, TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance for a voluntary annexation of 34.74 acres of land located on Travis Co. Appraisal District Parcel #467330.

BACKGROUND: The applicant is requesting voluntary annexation into the City Limits. Currently this parcel of land is located within the City's Extraterritorial Jurisdiction (ETJ) and is contiguous with the City Limits at the Westwind development to the East. The parcel consists of vacant land with an abandoned home on it.

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Staff recommends approval of this item.

ATTACHMENTS: Ordinance with Exhibit "A" & City Limits Map

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

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

ORDINANCE NO. 2022-07-05-??

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 34.74 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518 IN TRAVIS COUNTY, TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 34.74 acres of land out, more or less, of the Henry Martin Survey No. 65, Abstract No. 518 of land (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

WHEREAS, the property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant without residents, or on which less than three (3) qualified voters reside, and

WHEREAS, the City Council has determined that all requirements of Section 43.028. Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibit "A", attached hereto and incorporated herein for all proposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Travis County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after "passage".

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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

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

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

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on two separate days was dispensed with.

READ, PASSED, and **ADOPTED** on first reading this the 5th day of July 2022.

_____

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____

JENNIFER STUBBS, City Secretary

Exhibit "A"

PETITION REQUESTING ANNEXATION
TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF ELGIN, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Elgin, Texas, the following described territory, to wit:

See Exhibit "A", attached hereto and incorporated herein.

We certify that the above-described tract of land is contiguous and adjacent to the City of Elgin, Texas, is not more than one-half mile in width and that this petition. is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Signed: Larry H. Axelson

Signed: Mary Jo Bengtson

THE STATE OF TEXAS
COUNTY OF Williamson.

Before me, the undersigned authority, on this day personally appeared Larry Axelson and Mary Joe Bengtson, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this 20 day of May, ~~2021~~. 2022

Notary Public. Casandra Jordan

Williamson County, Texas

CASANDRA JORDAN
My Notary ID # 125209932
Expires February 25, 2025

Eagles Landing Phase 5
Travis County, Texas

D&A Job No. 913-005
May 6, 2022

METES & BOUNDS DESCRIPTION

BEING 34.72 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 34.72 ACRE TRACT, AS CONVEYED HAGN FAMILY PARTNERSHIP, RECORDED IN VOLUME 13334, VOLUME 0050, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID 34.72 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 34.72 acre tract, and the northwest corner of a called 35.94 Acre tract, as conveyed to Hagn Family Partnership, recorded in Document Number 2019007565 [O.P.R.T.C.T], same being in the southwest right-of-way of said Carlson Lane (50-foot right of way);

THENCE, leaving said southwest right-of-way of Carlson Lane, and continuing with the common line of said 34.72 acre tract and said 35.94 acre tract, S26°41'48"W, a distance of 1281.86 feet to a point for southeast corner of said 34.72 acre tract and in the north line of Homestead Estates Unit 2 Plat, as recorded in Document Number 202100260 [O.P.R.T.C.T];

THENCE, N63°13'02"W with the common line of said Homestead Estates Unit 2 Plat, and the northeast line of of a called 75.71 acre tract of land described in Document Number 2021131000, a distance of 1,179.96 feet to a 1/2-inch iron rod found for the southwest corner of said 34.72 acre tract and being the southeast corner of a called 34.715 acre tract described to Joy L. Schiller, recorded in Document Number 200612785 [O.P.R.T.C.T.];

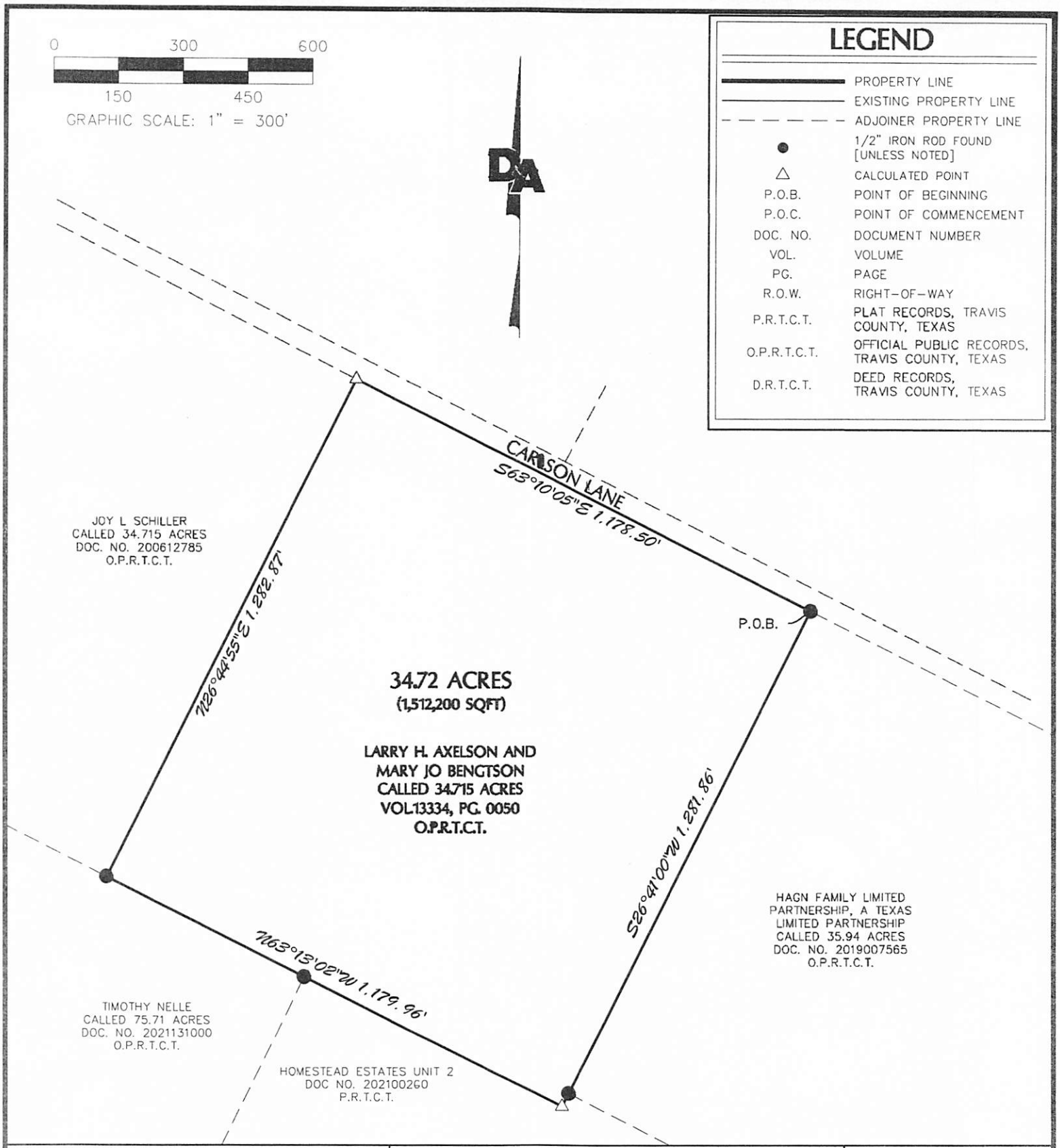
THENCE N26°44'55"E, leaving the northeast line of said 75.71 acre tract and continuing with the common line of said 34.72 acre tract and said 34.715 acre tract, a distance of 1,282.87 feet to a point for the northwest corner of said 34.72 acre tract and the northeast corner of said 34.715 acre tract, same being on the said southwest right-of-way of Carlson Lane,

THENCE S63°10'05"E, with the common line of said 34.72 acre tract and aforementioned southwest right-of-way of Carlson Lane, a distance of 1,178.50 feet to the POINT OF BEGINNING and containing approximately 34.72 acres.

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values, and may be converted to surface by applying scale factor of 1.00008,
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Surveyor Name, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



34.72 ACRE
TRACT
EXHIBIT A

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

DOUCET

Civil Engineering // Entitlements // Geospatial

7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date:	05/06/2022
Scale:	1" = 300'
Drawn by:	SWP
Reviewer:	DF
Project:	1028-006
Sheet:	3 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	04/15/2022

X:\Departments\Geospatial\Projects\913-005 Eagles Landing\CAD\dwg\Active - Exhibits\913-005 Eagles Landing PH5_GRID.dwg

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD88, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.9999230059285435.

UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
DILLON FUGATE
6360
PROFESSIONAL
LAND SURVEYOR

05/06/2022

J. DILLON FUGATE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM

34.72 ACRE
TRACT
EXHIBIT A

CITY OF ELGIN, TRAVIS
COUNTY, TEXAS

DOUCET
Civil Engineering // Entitlements // Geospatial

7401 B. Highway 71 W, Ste. 160
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Date:	05/06/2022
Scale:	N/A
Drawn by:	SWP
Reviewer:	DF
Project:	1028-006
Sheet:	4 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	11/20/20

X:\Departments\Geospatial\Projects\913-005 Eagles Landing\CAD\dwg\Active - Exhibits\913-005 Eagles Landing PH5_GRID.dwg

ArcGIS Web Map

5/27/2022, 5:36:47 PM

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0 0.2 0.4 0.8 km

Elgin City Limits

LIMITED PURPOSE

FULL PURPOSE

Travis Parcels March 2022

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Web AppBuilder for ArcGIS

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c)

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance assigning newly annexed property to City Council Ward Area No. 3; providing for a severability clause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions

BACKGROUND: When a parcel of land is annexed into the City limits, State law requires assignment of the area to an elected representative. The only Council Ward that can be assigned based on location is Ward No. 3.

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Recommend approval of item.

ATTACHMENTS: Ward Map and Ward Ordinance with Exhibit "A".

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

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

ORDINANCE NO. 2022-07-05-??

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the territory described on Exhibit "A" (the "Property") attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2022-07-05-_____ on July 5, 2022; and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, the Property is so situated as to be assigned to City Council Ward Area No. 3; and it is the intention of the City Council to add this parcel to Ward Area No. 3; now, therefore,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit "A" is hereby assigned to Council Ward Area No. 3.

III.

That this Ordinance shall become effective after its passage.

IV.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

V.

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

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

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

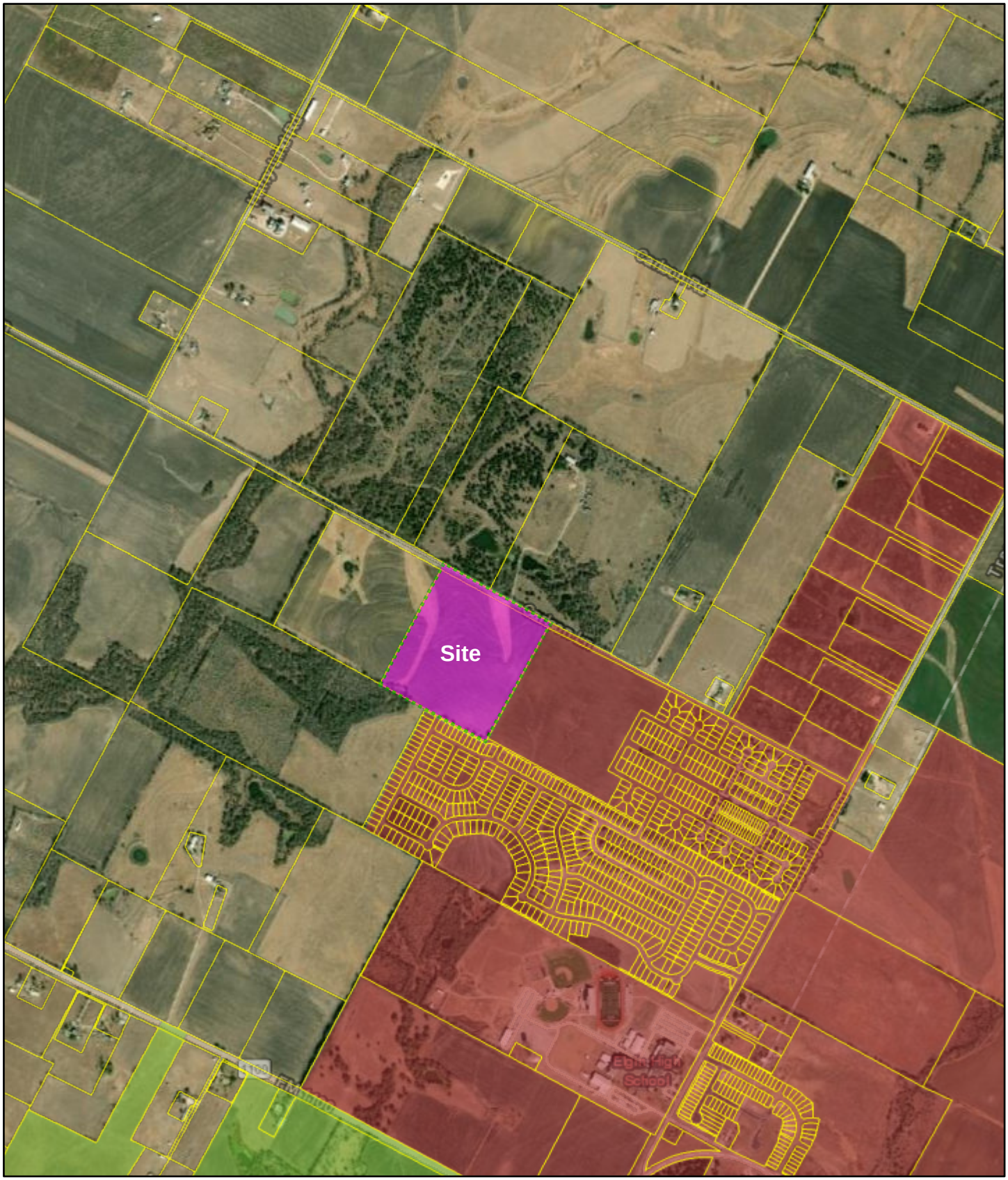
READ, **PASSED**, and **ADOPTED** on first reading this 5th day of July 2022.

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

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Ward Map - Exhibit A



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Wards 2022

2

3

Travis Parcels March 2022

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Web AppBuilder for ArcGIS

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c)

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND STUDIO 1619 FOR PROFESSIONAL SERVICES FOR VETERANS' MEMORIAL PARK EXPANSION**

DEPARTMENT: Community Services

PROPOSED ACTION: Approve contract with Studio 1619.

BACKGROUND: The City Council approved the Veterans' Memorial Park Expansion Plan which was developed by the Parks & Recreation Advisory Board, Historic Review Board, and Main Street Board with McCann Adams Studio and staff. The plan for the park land reflects the needs of the community and the priorities of the Parks Master plan to create a space that is inclusive, provides access to the whole community and supports mental health. The City issued an RFQ and received five proposals which were evaluated by Mayor McShan, Council member Casnovsky, downtown business owner and Historic Review Board member, Micah Erwin, Public Works Director, Michael Gonzalez, Parks & Recreation Program Manager, Elizabeth Marzec, and Community Services Director Amy Miller. The team interviewed firms and unanimously recommends Studio 1619 for professional services for the Veterans' Memorial Park Expansion. Studio 1619's experience with design, development, and cost estimation, will move the project from conceptual to phased implementation. The City Council approved the Sustainable Places Plan in 2012 which included acquiring the property from Union Pacific along the railroad tracks from Main Street to Avenue A along Depot Street and Central Avenue and developing it as park space. The City purchased the property for park expansion. The expansion and development of the park is also part of the Elgin Parks Recreation and Open Space master plan which was approved by city council June 2021.
Sustainable places plan: https://www.elgintx.com/DocumentCenter/View/248/Sustainable-Places-Final-Report
Master parks plan: https://www.elgintx.com/Admin/DocumentCenter/Document/View/6684/Parks-Recreation-and-Open-Space-Master-Plan-2021-2031-Final
Do business downtown: https://www.elgintx.com/208/Do-Business-Downtown

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

RECOMMENDATION: Staff Recommends Approval
ATTACHMENTS: Resolution, contract, exhibits

{ } 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. 2022-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND STUDIO 1619 FOR PROFESSIONAL SERVICES FOR VETERANS' MEMORIAL PARK EXPANSION.

WHEREAS, the City Council approved the Veterans' Memorial Park Expansion Plan on April 5, 2022; and

WHEREAS, the City Council included $600,000 in the 2021A Certificates of Obligation bond funds for Veterans' Memorial Park Expansion; and

WHEREAS, the City posted a Request for Qualifications for Professional Services; and

WHEREAS, the City desires to secure professional services not to exceed $150,000 from Studio 1619 for the Veterans' Memorial Park Expansion;

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.
Section 2. Authorization. The City Manager is hereby authorized to finalize plans and bid documents for Veterans' Memorial Park Expansion**.**

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

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

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

PASSED AND ADOPTED this 5th day of July, 2022

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

ATTEST:

_____
JENNIFER STUBBS, City Secretary

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

June 27, 2022

City of Elgin
Amy Miller, PIO
Director of Community Services
802 North Avenue C
Po Box 591
Elgin, Texas 78621
amiller@ci.elgin.tx.us

Re: Veterans Memorial Park Expansion – Elgin, TX
Proposal/Agreement for Professional Landscape Architecture Services

Dear Amy:

We first want to say, 'Thank You' for the opportunity to collaborate with the City of Elgin as part of the professional services team for this exciting community-based project.

Thus, we are submitting our proposed Scope and Fee for Professional Landscape Architecture/Planning and Professional Consultant Design Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date with your office, familiarization of existing site conditions exhibits, clients project goals, and input from our pre-proposal research.

The Planning/ Landscape Architecture and Professional Consultant Design Scope of Services shall basically consist of collaboration with the Client, Client Representatives, and the Consultant's design team members through the planning, design, entitlement, procurement, and implementation phase to ensure the proposed scope of work elements meet the Owner's program as well as the codes and ordinances of the respected City/ County entities.

Standard of Care

Landscape Architectural, Planning & Professional Consultant Design Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

Scope of Services

Consultant Services to be provided under this Agreement are:

1. In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project:

   Refer to "EXHIBIT B"

2. In conjunction with the performance of the foregoing Services, The Consultant shall provide the following scope/submittals/deliverables to the Client/ Client's Representative:

   Refer to "EXHIBIT B"

3. The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described above and per the project timeline as set forth by the Client once the Notice to Proceed is issued:

   Refer to "EXHIBIT C"

Compensation

Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in section C.2 below:

Refer to "EXHIBIT D"

Other Terms and Conditions

The parties agree to the following provisions with respect to this specific Proposal/Agreement:

- The Consultant is able to start our services upon written acceptance of this Proposal/Agreement.
- All deliverables are to be in digital PDF format unless otherwise indicated.
- This Scope of Work represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter.
- Meeting can be defined as in person office/ project site, virtual teams, and/or teleconference.
- The following EXHIBITS are to be included as part of this Agreement:
  - EXHIBIT A – "City Services"
  - EXHIBIT B – "Planning & Landscape Architecture Services"
  - EXHIBIT C – "Work Schedule"
  - EXHIBIT D – "Fee Schedule"
  - EXHIBIT E – "Legal"
  - EXHIBIT F – "Certificates of Insurance"
- Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.
- The law in effect at the Consultant's principal place of business shall govern this Agreement.
- This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and the Consultant.

Once you have had the opportunity to review the proposal, please feel free to contact **studio16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**.

If the Projects owner's representative concurs with the terms of the Proposal/Agreement, please sign in the place provided below and return a signed digital and/or hard copy for formal execution. This Proposal is valid for sixty (60) days.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement.

Submitted by:: **studio16:19, LLC**

studio16:19, LLC

Brent A. Baker, ASLA, CLARB
managing principal

Accepted by: **City of Elgin, Texas**

....
authorized representative title

....
printed name date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

LIST OF EXHIBITS

1. Exhibit A "City Services"
2. Exhibit B "Planning & Landscape Architecture Services"
3. Exhibit C "Work Schedule"
4. Exhibit D "Fee Schedule"
5. Exhibit E "Legal"
6. Exhibit F "Certificates of Insurance"

EXHIBIT A

CITY SERVICES

A.1. Information

The Client shall provide available data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client. Available data is including, but not limited to, ALL Project information, prior work/ studies, boundary surveys, tree surveys, AutoCAD base files, reports (geological, geotechnical, &/or environmental), and any other related items requested by the Consultant.

A.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the Consultant's familiarity with the construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

A.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant Services.

A.4 Project Permit and Review Fees

Permit & Agency Review Fees are NOT included in Consultant Compensation. The Client shall reimburse ALL permit & agency review fees, if required, to secure jurisdictional approvals for the Project.

EXHIBIT B

Elgin Veterans Memorial Park Expansion
PLANNING & LANDSCAPE ARCHITECTURE SERVICES

This Agreement is made by and between **studio16:19, LLC**, (the "Consultant") and **City of Elgin Texas** (the "Client"/ "City"), and **Elgin Veterans Memorial Park Expansion – Elgin, TX** (the "Project"). This Agreement is made for the Scope of Work as identified in "EXHIBIT B", herein and supersedes all other agreements pertaining to this Project, either written or oral.

B.1. Standard of Care

Landscape Architectural & Planning Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

B.2. Scope of Services

Consultant's Project Understanding and Services to be provided under this Agreement are:

- In collaboration with the Client, the Consultant will provide landscape architecture, planning, and professional design services for the Project.
- The Consultant will utilize the scope of work and deliverables from prior studies and deliverables provided by the Client including the following:
    - *Parks, Recreation and Open Space Master Plan 2021-2031 (2021)*
    - *Elgin – The Sustainable Places Project Report (2013)*
    - *Veterans Memorial Park Inspiration Imagery Report*
    - *Kompan Train Playground Layout*
    - *Veteran's Memorial Park Expansion - Master Plan*
    - *Veteran's Memorial Park Expansion - Narrative*
    - *Veteran's Memorial Park Expansion – Project Budget*
- The Consultant in concurrence with the Client has agreed to divide the design agreement into two separate parts to validate the Project's master plan program against existing site conditions, validate the Project's budget based on current economic trends, and determine a Phase One implementation strategy. The Project design sequence will be divided as follows:
    - Part 1 – Site Assessment/ Data collection and Preliminary Design (30% design)
    - Part 2 - Final Design (100% design) and Phase One Implementation (NIC)
- The Consultant's Part 1 design phase will focus on all Project elements identified within the existing proposed Project Budget and existing Master Plan within the City R.O.W for:
    - BLOCK A – Planned Amenities
    - BLOCK B – Planned Amenities
    - BLOCK C – Planned Amenities
    - BLOCK D - Planned Amenities
- The Consultant will utilize the Part 1 design phase to determine a Phase One Implementation strategy that shall consist of primarily the amenity elements in Block A, as the budget will allow, yet will be planned and designed to be integrated as an entire cohesive design between all the Blocks within the Master Plan.
- The Consultant will issue a supplemental agreement for Client approval during the Part 1 design phase to develop the Part 2 design documentation and Phase One Implementation.

In conjunction with the performance of the foregoing Services, The Consultant shall provide the following tasks/ submittals/ deliverables/ documents to the Client/ Client's Representative:

PART 1 – Design Phase

010: Project Management

- The Consultant will manage the Project design team activities associated with the Project. The Consultant shall secure resources necessary to produce the Project deliverables and meet the Project schedule.
- All communications associated with the Project will be directly channeled through the Consultant Project Manager for distribution to the Project team as appropriate.
- The Consultant's Project Manager will be responsible throughout the Project for Project management and all communications, with the Client's Project Manager. The Consultant also employs a reputable QA/QC process and requires that a portion of every Project budget be dedicated to this explicit service to ensure that the Client receives quality work and a quality product that meets and exceeds their expectation.

020: Site Assessment / Data Collection

- Preliminary gathering of Project data for the scope area including base map(s) development, visual site analysis and digital photographic inventory of current project site limits. This investigation will translate into a site analysis plan of critical issues potentially impacting the program areas, existing physical conditions, and a visual reference for the design team as well the development of usable bases for project development.

050: Schematic Design (30%)

- The Consultant will create schematic design plans. The level of design is characterized as 30% complete design plans. The schematic design development plans will define the character of the improvements and essentials of the Project, including description of limits, size, shape, form, materials, and finishes. During this Project task, the Consultant shall:
    - Conduct preliminary meeting(s) and/or discussions with Client including Pre-development meeting with City Engineering/ Planning Department, as required.
    - Prepare 30% preliminary schematic design plan set drawings.
    - Prepare schematic design imagery and graphics of proposed Project elements to compliment schematic design plans.
    - Participate in three (3) working sessions with City staff .
    - Conduct preliminary coordination with Texas Historical Commission (THC) based on proximity of Project elements near site listed on the National Register of Historic Places.
    - Prepare the Project Budget based on Schematic Design drawings and coordinate with Client on a final Project Budget for implementation.
    - Review 30% Schematic Design documents, Project phasing, and Project budget with Client.

300: Surveying

- Survey services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Surveyor's scope of service shall include the following, but not to be limited to:
  - Contacting Texas 811 for public utility locates
  - Mobilization to the site
  - Establishing a control network, with horizontal and vertical positions on all major control points
  - Location of existing streets, sidewalks, parking areas, buildings, trees, and other surface features
  - Identifying utilities (water, sanitary sewer, storm sewer, electric services, communication services) as marked by their respective owners
  - Invert measurements of existing storm and sanitary sewer manholes and inlets
  - Aerial drone flight
  - Creation of a topographic surface with observations at a minimum of 50-foot intervals to be shown with 1-foot contours
  - A signed, sealed, dated drawing depicting the results of the survey showing elevations or relief by contours or grid plotted elevations, with relevant features or improvements on the site
  - Deliverable package containing signed, sealed, and dated PDF, .ascii, .auf, survey .dwg, contours .dwg and surface .dwg files via email or drop box
  - Location of specific boundary monumentation to adequately determine property/boundary lines
  - Utilization of title information provided by the Client (city) to supplement research and facilitate identification of any encumbrances, protrusions, & potential encroachments.

301: Civil Engineering

- Civil Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Civil Engineer's scope of service shall include the following Schematic Design project support, but not to be limited to:
  - Attend kickoff meeting and meetings with Client (City) (3 anticipated meetings)
  - Review, Discuss, and Collaborate on:
    - Existing Site Conditions
    - Existing Utility Information
    - Permitting requirements (City/Capital Metro)
    - Drainage requirements and limited analysis
    - Proposed Grading and Drainage concepts
    - Proposed Utility connections/services
    - Phasing/Master plan for utility connections
    - Pavement Design (with existing Client provided geotechnical reports)
  - Provide input on Rough Order of Magnitude Costs
  - Provide Pros and Cons input of the various schematic concepts

302: Structural Engineering

- Structural Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include the following, but not be limited to, the preliminary design and consultation of structural foundations for the Project foundation(s), structural components, and walls.

303: MEP Engineering

- MEP Engineering services, as required, to be provided by WGI as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include the following, but not be limited to, the preliminary design of electrical service/ power for potential lighting/ irrigation service within limits of scope, and primary service connections/ coordination.

305: Accessibly Review

- Registered Accessibility Specialist (RAS) Review services, as required, to be provided by Contour Collective as a sub-consultant to the Consultant. The project RAS's scope of service shall include the following, but not be limited to, accessibility design review and coordination to ensure the Project complies with the Texas Accessibility Standards (TAS).

PART 2 – Design Phase and Phase One Implementation - NIC

070: Final Design: Plans, Specifications, & Estimates (PS&E) - NIC

- The Consultant shall prepare plans, specifications and estimates utilizing 2014 TxDOT specifications first and City specifications if no TxDOT specifications are available to implement the final design. The Consultant will utilize readily available materials for design solutions and "as equals" for specified Project design elements. All deliverables to be prepared under this scope of services are intended for implementation and construction by a qualified contractor. The Consultant sheets associated with the Final Design PS&E package may include, but shall not be limited to:
  - Overall Limits of Construction Plan
  - Existing Conditions/Demolition Plan (as required)
  - Grading & Drainage Plans, Notes & Details
  - Landscape Grading Plans, Notes & Details
  - Hardscape Layout, Plans, Sections, & Details
  - Electrical Service Plans, Notes, & Details
  - Structural Plans, Notes, & Details
  - Landscape Planting Plan - Planting Details, & Project Specific Notes
  - Irrigation Design – Plans, Details, & Project Performance Notes
  - Construction Phasing Plan
  - Technical Specifications

- The following tasks are associated with the development of the Final Design PS&E package and incorporation into a Final Bid Set Package that will include:

- Prepare and submit a Design Development (60% plan set) submittal for owner review, comments, and coordination including the following:
  - Develop the final design utilizing feedback from the Client to refine the Schematic Design (30% plan set) package to meet the design/engineering standards and requirements for the Project.
- Prepare and submit a Site Development Permit (90% plan set) submittal for owner review, comments, and coordination including the following:
  - Develop a written/ graphical response to the Client's 60% review comments.
  - Develop DRAFT Specification Manual/ Bid Docs for review
  - Update the opinion of cost to include all scope items for the 90% Submittal.
- Prepare and submit 100% design plans for CITY Staff review and comment.
  - All comments from previous submittals shall be incorporated into the 100% drawings and construction specifications, or an explanation shall be given, in writing, for why they are omitted.
  - Final Bid Manual including Technical Specifications
  - Update the opinion of cost to include all scope items for the 100% Submittal.
- Upon return of 100% Client comments, the Consultant shall graphically address final design concerns and input into a bid set submittal package
- Submit 100% signed and sealed design original documents (Bid-ready Drawings and Specifications), and a Final Opinion of Probable Construction Cost Budget.
- Coordinate and register project with RAS and submit 100% plans for TDLR/ ADA review.
- Furnish the Client with three (3) paper copies and one (1) Adobe Acrobat PDF Copy of the Final Design PS&E 100% Bid Submittal Package.

080: Agency Review/ Permitting - NIC

- Coordinate with the City Development staff to resolve questions or comments that arise during the SDP review process regarding the city requirements. (if required)
- Prepare informal digital submittal(s) for team collaboration throughout the process.
- Scope limited to (2) two rounds/submittals/comment responses MAX and or 44-man hrs. max and/or whichever shall arrive first for obtaining Permit.

090: Bid Phase Services - NIC

- The Consultant shall assist Client during the bidding process. The Consultant shall:
  - Coordinate the schedule for bid advertising, pre-bid conference and bid opening.
  - Prepare and organize bid solicitation & proposal forms consistent with City's requirements.
  - Arrange for distribution of the bid documents through CIVCAST (online platform).
  - Attend and Assist with the pre-bid conference and document the proceedings.
  - Prepare and issue responses from pre-bid conference and Addenda (if required).
  - Attend the bid opening.
  - Review the submitted bids and formulate a bid tabulation for Client review.
  - Provide written recommendation to Client.
  - Assist with issuance of the Notice of Award & Contract Documents/ Agreement.

100: Construction Phase Services - NIC

- The primary goal of this phase is to secure compliance by the contractor to the plans, specifications, and design intent as approved by the Client and the Consultant shall support the Client and provide clarifications for the Contractor during the construction process. The potential scope of work by the Consultant covered in this phase is described below:
  - Although the Consultant can be held responsible for their own errors and omissions, the Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures in connection with the work, and the Consultant shall not be responsible for the contractor's errors, omissions, or failure to carry out the work in accordance with the contract documents.
  - The Consultant may recommend to the Client the rejection of any work, within the collective Consultant's scope, failing to conform to the contract documents.
  - The Consultant will prepare for and attend regular management team meetings/site visits with Client and/or Contractor for the purpose of reporting on or gathering input to become familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work, when complete, will be in accordance with the Contract Documents.
  - Meetings are defined as a physical meeting at a physical location, telephone conference calls, web conference meetings, or any other medium where more than two persons review and discuss the project together.
  - A maximum of **fifteen (15)** Construction visits are included in Basic Services. Additional Construction Observation site visits and meetings, as necessary or requested by Client /Contractor, to ensure that the design intent of the plans is implemented to the Client's requirements will constitute additional services.
  - Review, coordinate, and respond to requests for information (RFI) from the contractor/Client/Client's representative:
  - RFI's are normal and customary during the construction process to ensure that the design intent of the PS&E is implemented to the Client's requirements and a minimum of 8 to 10 can be expected during a project of this scope.
  - Review, coordinate, and respond to Change Orders and Change Directives generated via Client and/or Contractor.
  - Attend three (3) additional required meetings with regulatory agencies (i.e., City of Elgin, TDLR/ADA), including pre-construction and post-construction conferences scheduled with regulatory inspectors or any other regulatory reviewer assigned to this project
  - Document the field work to determine the date of substantial completion and verify the satisfactory completion of the project in accordance with the contract documents.
  - Conduct/coordinate final CITY and TDLR inspection closeout procedures.
  - Assist Client in completing the closeout documentation necessary to conclude the construction phase of the project, including at a minimum one (1) final site observation trip at Substantial Completion, and one (1) site observation trip for final sign-off on Punch List upon completion.
  - Review and validate the contractor developed and supplied As-Built Drawings
  - Upon final acceptance, the Consultant shall prepare the required Landscape Architect's Letter of Concurrence.

301: Civil Engineering - NIC

- Civil Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Civil Engineer's scope of service shall include the following, but not be limited to:
  - Engineering oversight/ consultation QA/QC for engineering related items including -
    - Final Design Phase
    - Implementation Phase
    - Grading & Drainage Design
    - Dry & Wet subsurface utility design coordination
  - Constructability Review at the 60%, 90%, & 100% submittals
  - SWPPP development for the project (Narrative, Plan/Plan Sheets, Standards)
  - Limited Environmental Services
    - Field Visit and Local Government Environmental Compliance Documentation: Civil Engineer will perform data collection and a site visit to address applicable laws and regulations pertaining to locally funded projects. One memorandum addressing the findings will be prepared and submitted for review and approval. It is anticipated that coordination with the Texas Historical Commission (THC) may be required due to portions of downtown listed in the National Register of Historic Places.

302: Structural Engineering - NIC

- Structural Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include the following, but not be limited to, the final design of structural foundations for the Projects foundation(s), structural components, and walls, and construction phase services.

303: MEP Engineering - NIC

- MEP Engineering services, as required, to be provided by WGI as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include the following, but not be limited to, the final design of electrical service/ power for potential lighting/ irrigation service within limits of scope, primary service connections/ coordination, and construction phase services.

304: Geotechnical Services - NIC

- Geotechnical Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Geotech Engineer's scope of service shall include the following, but not to be limited to providing and development of a Project geotechnical report based of the general drilling plan as determined during the Schematic Design Process that is above and beyond want was previously provided in the City provided Geotechnical report.

  The report will include a boring log plan with coordinates, boring logs showing the stratum and laboratory results, and site and subgrade preparation and foundation recommendations.

305: Accessibility Review - NIC

- Registered Accessibility Specialist (RAS) Review services, as required, to be provided by Contour Collective as a sub-consultant to the Consultant. The project RAS's scope of service shall include the following, but not be limited to, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ as well as provide accessibility consultation during the design process to ensure compliance with the Texas Accessibility Standards (TAS).

B.3 Supplemental Services

Supplemental Services are in addition to the Scope of Services identified in Section B.2 and, when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation beyond the Compensation stated below. The following Supplemental Services under this Agreement include but are not limited to:

- PART 2 – Design Phase & Phase One Implementation Services identified in B.2
- ANY Sub-Consultant services not currently identified in Basic Services.
- ANY professional service or task not currently identified in Basic Services.
- Detailed inventory or recordation of existing structures, site surveys, etc. outside of the ROW.
- Development of As-Built Drawings post design/ construction phase services.
- Value Engineering Phase including redesign of approved plans due to project cost control.
- TCEQ – coordination and submittal of Full WPAP for Edwards Aquifer Recharge protection.
- Traffic Impact Analysis
- Flood Plain Studies or Flood Plain Modeling
- Construction Staking
- Storm Water System Modeling
- Geotechnical Borings and Geotechnical Report
- Geotechnical Construction/ Testing Lab Services
- Environmental Studies other than task noted in basic services.
- Governmental Fees & Fiscal
- Preparation and Processing of Waivers or Variances

B.4 Changes to Approved Services

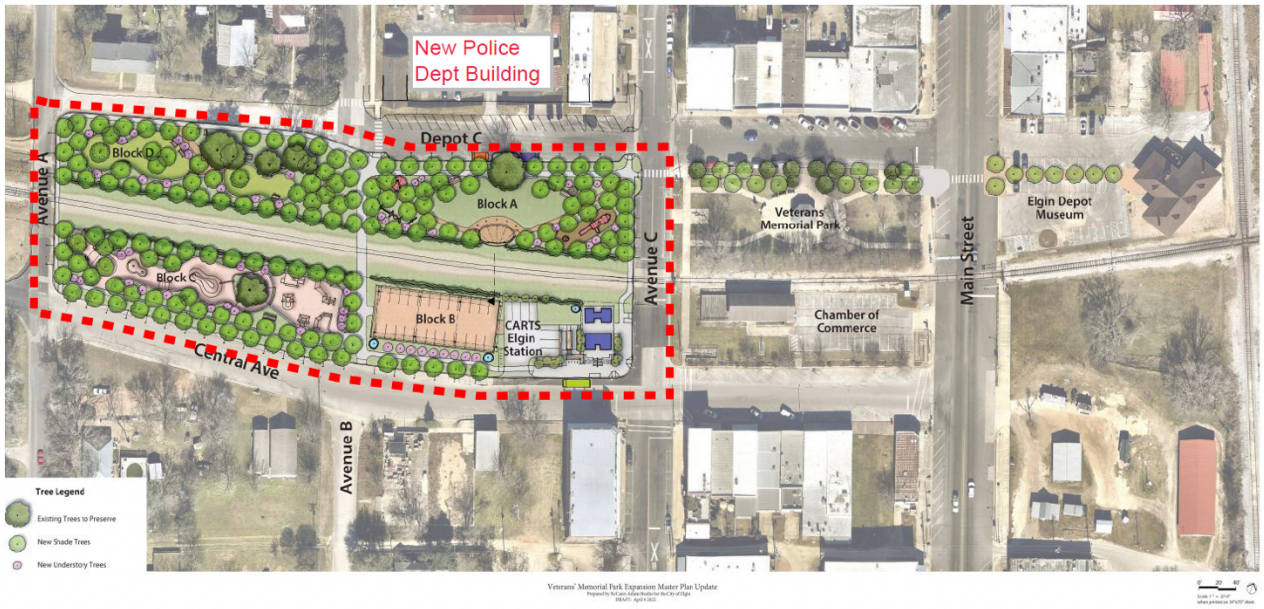
Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

B.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section B.1, above.

EXHIBIT B-1

Elgin Veterans Memorial Park Expansion
PROJECT LIMITS



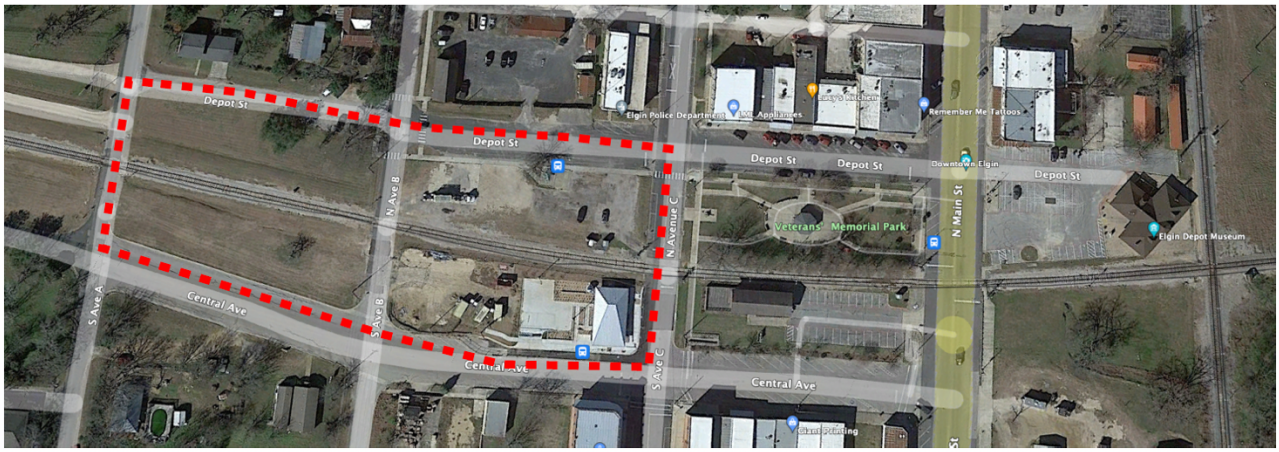


EXHIBIT C

Elgin Veterans Memorial Park Expansion
WORK SCHEDULE

The Consultant shall complete the PART 1 scope of services with in approx. **4 months**, commencing upon the issuance or Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client/ Client's Representative as specified in Exhibit A, above.

- ***Schedule of Anticipate Milestones***

PART 1 – Design Phase

- Pre- Design Services — 60 days
  - Site Assessment / Data Collection
  - Tree & Topo Survey
- Preliminary Design — 60 days
  - Schematic/ Design Development
  - Budgeting/ Phasing Strategy

PART 2 – Design Phase and Phase One Implementation - NIC

- Final Design (100% PS&E) — 120 days
  - Including - 60%, 90%, & 100% review submissions
  - Agency Review
- Bid Phase Services — 60 days
- Construction Phase Services – Phase One — 180 days

EXHIBIT D

Elgin Veterans Memorial Park Expansion
FEE SCHEDULE

D.1 Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined below:

- **REFER to BELOW – Elgin Veterans Memorial Park Expansion Fee Schedule(s)**

Consultant may alter compensation distributions between individual services and/ or subconsultant services to be consistent with the Services actually rendered, within the contract maximum. Supplemental Services when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

D.2 Reimbursable Expenses are expenditures made by the Consultant, its employees, and sub-Consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional Consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures and will be itemized per Consultant/ Sub-consultant when expensed are present for payment within Monthly invoices.

D.3 Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed; and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

D.4 Monthly Payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subchapter B, Chapter 2251. The Client will make every effort to pay the Consultant within thirty days after the later of: acceptance of deliverables; the day of performance of services/ deliverables were completed; or the day of receipt of a consultant invoice for deliverables or professional services.

D.5 The Scope of Services to be provided under this Agreement has been estimated to be completed as noted in "**EXHIBIT C**". In the event the Project timeline is extended, compensation for services rendered after that time shall be equitably adjusted.

EXHIBIT D_1

Elgin Veterans Memorial Park Expansion

FEE SCHEDULE – PRIME CONSULTANT

	studio 16:19 design · collaborate · solve · impact	managing principal PLA	project manager principal PLA	associate prinicpal planner	senior associate planner	senior associate designer	associate designer	associate planner	admin	total hrs / task	total fee / task
10	Project Management										
total hrs		8	24	0	0	0	0	0	28	60	$ 6,780
20	Site Assessment/ Data Collection										
total hrs		12	24	0	0	0	32	40	0	108	$ 11,420
50	Schematic Design Phase (30%)										
total hrs		24	32	0	48	0	52	60	0	216	$ 23,520
NIC	Final Design: Plans, Specs, & Estimates (PS&E)										
total hrs		0	0	0	0	0	0	0	0	0	$ -
NIC	Agency Review / Permitting										
total hrs		0	0	0	0	0	0	0	0	0	$ -
NIC	Bid Phase Services										
total hrs		0	0	0	0	0	0	0	0	0	$ -
NIC	Construction Phase Services										
total hrs		0	0	0	0	0	0	0	0	0	$ -
TOTAL PROJECT LABOR HOURS :		44	80	0	48	0	84	100	28	384	
Labor Cost Totals		$8,140	$11,600	$0	$5,520	$0	$7,140	$7,500	$1,820		$41,720
Reimbursable Expenses											$1,400
SubConsultant Expenses - Part 1 Design Phase											
300	Land Surveyor - Gessner										$12,230
301	Civil Engineering - Gessner										$9,780
302	Structural Engineering - Gessner										$5,200
303	MEP Engineering - WGI										$5,600
304	Geotechinal Engineering - NIC										$0
305	Accessibility Review - Countor Collective										$850
Total - SA02 Soft Cost Budget											$76,780

EXHIBIT E

Elgin Veterans Memorial Park Expansion

LEGAL

credits and acknowledgements

- The Consultant shall be given proper credit and acknowledgments for all services including, but not limited to planning, design, and implementation. Proper credit shall include being named by the Client or their agents in such media as project identification boards, published articles, promotional brochures and interviews, and press releases to newspapers, professional journals, and other publications.

ownership and use of documents

- The Consultant shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Consultant (collectively, the "Design Materials"). Subject to payment by the Client of ALL Compensation and Reimbursable Expenses owed to the Consultant, the Consultant grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.
- Consultant's original drawings, plans, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products, as instruments of service, are the properties of the Consultant. None are to be used on other projects except by written agreement of the Consultant. Concepts and plans not used by the Client remain the property of the Consultant.
- Parties agree that if an item(s) produced by the Consultant is copyrightable, it shall be assumed to be copyrighted, subject to the rights of use by the Client. The Consultant reserves the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, and use such items and to authorize others to do so.

indemnification

- Client and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

dispute resolution

- If a dispute arises out of/or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties. Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

termination and suspension

- This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

- If the Client suspends/ terminates the Consultants services for any reason, the Consultant shall be compensated for ALL services performed to that date, and the Consultant shall have no liability to the Client for any Project delays caused by the Client's decision to suspend/ terminate the Services.

revocation

- This proposal shall be considered revoked if acceptance is not received within thirty (30) days of the date.

EXHIBIT F

Elgin Veterans Memorial Park Expansion

INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Watkins Insurance Group-Austin
3834 Spicewood Springs Rd, Ste. 100
Austin TX 78759

CONTACT NAME: Michelle Ziats
PHONE (A/C, No, Ext): 512-452-8877
FAX (A/C, No): 512-452-0999
E-MAIL ADDRESS: mziats@watkinsinsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Admiral Insurance Company	24856
INSURER C : The Hartford	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Studio 1619 LLC
305 W. Liberty Ave, Suite 100
Round Rock TX 78664

STUD161-01

COVERAGES CERTIFICATE NUMBER: 1641276831 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBATB6822	10/14/2021	10/14/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			65SBATB6822	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBATB6822	10/14/2021	10/14/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WECAP3DRG	12/6/2021	12/6/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Business Personal Proeprty			65SBATB6822	10/14/2021	10/14/2022	Limit	297,100
B	Professional Liability			EO000050238-03	10/14/2021	10/14/2022	Each Claim	1,000,000
							Annual Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For Informational Purposes

CERTIFICATE HOLDER

Reference Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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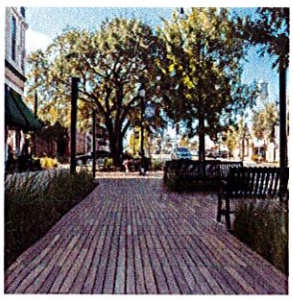
Professional Consultant Services for the:

CITY OF ELGIN

RFQ for Professional Services for Veterans' Memorial Park Expansion

Statement of Qualifications
May 17, 2022



Prepared For:

City of Elgin City Hall
City Secretary's Office
Attn: Amy Miller, Community Services
310 North Main Street, PO Box 591
Elgin, TX 78621
amiller@ci.elgin.tx.us

Prepared By:

studio 16:19™

Mr. Brent A. Baker
305 W. Liberty, Suite 100
Round Rock, TX 78664
512.534.8680
brent@studio1619.com
www.studio1619.com

studio 16:19™

May 17, 2022

City of Elgin
c/o Amy Miller, Community Services Director
amiller@ci.elgin.tx.us

Re: Statement of Qualifications
RFQ for Professional Services for Veterans' Memorial Park Expansion

Ms. Miller:

It is our pleasure to present our team and response to the City of Elgin's Request for Qualifications for the **Veterans' Memorial Park Expansion. studio16:19** is a modest team of twelve professionals that has been offering a full range of planning, landscape architecture, and design services, specializing in development projects that are people-centered for public and private agencies for the last ten years. Our firm practices in a collaborative environment, and we are client-focused in our approach to design, striving to deliver projects that meet the aspirations and context of the community they serve while being grounded in the realities of local economic and market conditions.

We believe we offer the City of Elgin the following benefits:

- **Expertise** – Our team is able to offer principal-level experience and involvement at every stage of the project. **studio16:19** is well-versed in leading and managing teams of collaborative professionals – Gessner Engineering, CasaBella Architects, WGI, and Contour Collective – who are experienced in addressing the specialized needs of the City of Elgin.
- **Experience** – We have been the lead consultant on a number of public and private park planning and design efforts throughout Texas. Our team of professionals have successfully completed projects focused on providing implementable and constructable design solutions that cities and communities need such as: planning and design for parks, trails, and open spaces, transportation facilities and master plans, landscape and irrigation design, wayfinding signage master plans, and more.
- **Execution** – Our team will deliver what we promise while communicating openly and clearly, and providing quality service performed with the care, diligence, and professional standards expected of a consultant.

We value prior working relationships with not only industry professionals, but with our clients as well. Examples of repeat public and municipal clients include the City of Pflugerville, City of Round Rock, and Williamson County. We have worked with and for each organization under a variety of project capacities, and pride ourselves on remaining one of their preferred consultants and trusted advisors for any project or task they may ask us to undertake.

We believe our team possesses the knowledge and creativity required to guide the City of Elgin through an engaging planning and visioning process for the **Veterans' Memorial Park Expansion** project. We have worked with numerous clients throughout Texas by providing site analysis and research, public involvement, master planning, site planning, programming, graphic design, interpretation strategies, branding and signage, landscape architecture and irrigation design, budgeting, and bidding and construction phase services on many projects, including park design and expansion strategies.

The project team's direction will come from Principal and Project Manager, Jonathan Wagner, RLA, LI, ASLA, as he has the necessary project experience and project management skills to lead the planning, management and design for this project. He has considerable experience throughout Texas with high-quality urban and suburban park facilities, as well as working for cities similar to Elgin. As such, he is familiar with the challenges and solutions that are important to cities on projects of this nature. Our team is prepared to lead the City of Elgin through an exciting project process, providing design and construction documents, budgeting, bidding and construction administration services, and any other required services to successfully develop the expansion of Veterans' Memorial Park.

WHY CHOOSE studio16:19?

- We understand communities and working with municipalities. We have had the opportunity to deliver successful projects, including but not limited to: urban park and streetscape design, regional and community park master plans and designs, community trail systems, wayfinding and signage master plans, entrance features and signage, landscape master plans, amenity centers, and pocket parks over the course of the last ten years. We have designed successful urban and suburban parks, trails, and open spaces for several municipalities and communities such as the City of Pflugerville's Master Plan and first two phases of Wilbarger Creek Park, City of Round Rock's Rabb Park and Play for All Abilities Park, Wells Branch Municipal Utility District's Willow Bend Dog Park, and more.
- We also understand the community – and sometimes historic – value of memorials and monuments and are able to design or expand upon those ideals to establish a sense of reverance and commemoration. We have designed successful memorials or monuments for several municipalities and communities such as the City of Belton's Patriot Plaza, City of Bulverde's Veterans Memorial, St. Paul the Apostle Catholic Church's Armed Forces Honor Garden, Good Shepherd Church's Columbarium, and more.
- We understand the needs of a municipality like Elgin and our in-house staff have been involved in delivering numerous successful public and private projects over the years, all which have utilized City and County codes, ordinances, and development processes, as well as TxDOT standards.
- We understand and the American with Disabilities Act (ADA) and design with compliance to the standards set by the Texas Department of Licensing and Regulation (TDLR).
- We understand the goals and principals for design with the Leadership in Energy and Environmental Design (LEED) as well as the Sustainable Sites Initiatives (SITES) and are members of the US Green Building Council.
- We carry professional and general liability policies as required by our professional licensure with limits of $1,000,000/each occurrence and $2,000,000/aggregate. We are not involved in litigation with any entity, nor have any outstanding regulatory issues.
- We bring a cohesive and coordinated approach to design, problem solving, and project management that end-users and clients appreciate. We believe, and is hopefully apparent, that our design solutions are both aesthetically pleasing and pragmatic in terms of initial cost, operations, longevity, and regional propriety. With any problem or obstacle that may come up throughout the duration of a project, we brainstorm and work together as a team to bring resolve to the issues. We also believe that upfront preparedness can allieviate many issues throughout a project.
- We bring together and deliver tried and true public process facilitation skills, techniques, and experience resulting in highly engaging and collaborative process to gain informed consent through the use of plan view, 3D renderings and graphic visual aids for our conceptual development where all stakeholders can come together with common understanding of the final project intent.
- We understand people and that people spaces are important. If the spaces do not tell a story, reflect the ideals of those before them, or provide a connection to the visitor, then the experience will not be as memorable as it should be and thus forgotten.

As Managing Principal and an Owner of **studio16:19**, I pledge the resources and commitment of our team. I believe we have the ideal design team for the **Veterans' Memorial Park Expansion** project so that you may rest assured in our capabilities to handle these project services. We are a team player and we have the technical expertise to get the job done, and done right. We look forward to hearing from you soon.

Respectfully submitted,

Brent A. Baker, PLA, ASLA, CLARB
Managing Principal
305 W. Liberty Ave., Suite 100
Round Rock, Texas 78664
512.534.8680 / brent@studio1619.com

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FIRM INFORMATION

SAVIO HIGH SCHOOL ATHLETICS MASTER PLAN - AUSTIN, TX

FIRM PROFILE

studio16:19 was founded based on the premise that every opportunity we engage impacts a community for better people spaces.

We believe that this occurs by:

- Fostering an authentic work culture of empowered staff collaborating with like-minded design professionals in a creative environment.
- Providing creative, innovative, efficient and sustainable design solutions to our clients' land-based challenges.
- Stewardship of ALL relationships with integrity, honor, and servant leadership while maintaining a strong commitment to philanthropy.

studio16:19 has worked with municipalities and private developers, locally and across Central Texas, to plan and design high-quality public people spaces. Our team will analyze a variety of factors including site conditions, local demographics, operations and maintenance requirements, and financial considerations to develop a project that meets current and anticipated needs, while still providing thoughtful and innovative design solutions. We strive to design each project to reflect the character of the local community while remaining sensitive to the surrounding natural and urban environments. It's our objective to assemble a team with the goal of creating the most skilled and creative lineup possible for the City of Elgin. **studio16:19** has experience bringing together project teams and coordinating their activities to achieve the highest quality results in situations requiring vision, a high degree of collaboration, and final design implementation. We have experience working with and in the City of Elgin, as well as designing and implementing beautiful urban people spaces for public use. **studio16:19** and its staff are properly licensed to practice in the state of Texas. The firm has not operated under any other alias, nor anticipates any mergers, reorganizations, or departure of key staff.

EXPERTISE AND UNIQUE QUALIFICATIONS

We understand every facet of landscape architecture in both urban and suburban settings, and how our role corresponds with those of engineers, architects, and other professionals. We are not just a landscape architecture firm. We understand ecologic functions and design large- or small-scale parks, trails, pocket parks, and public people spaces with a responsibility to the environment. We recognize the importance of seemlessly integrating a wayfinding network into the fabric of a city, and designing high-impact, constructible signage. We are able to think in terms of large- or small-scale planning from master plans to land and site planning. As landscape architects and planners, we understand the necessary systems that allow public spaces to thrive for many years of community activity and use. Our take on planning and design ensures the longevity and vibrancy of a city's public parks, amenities, and facilities through consideration of need versus trend, and the operations and maintenance required. We have an eye for design and gathering public consensus through an engaging facilitation process.

OUR MISSION

The bottom line is that we are a land-based planning and design firm. We enjoy collaborating with like-minded professionals and relish opportunities to solve our clients problems with the goal of giving back and making a positive impact on the communities where we work and live.

studio16:19, LLC
305 W Liberty, Suite 100
Round Rock, TX 78664
P: 512.534-8680
www.studio1619.com
Firm No. BR989

MANAGING PRINCIPAL

Brent A. Baker, PLA, ASLA, CLARB
P: 512.534.8680 / C: 512.694-8848
brent@studio1619.com

PRINCIPAL

Jonathan Wagner, RLA, LI, ASLA
P: 512.534.8680 / C: 512.297.9382
jwagner@studio1619.com

ASSOCIATE PRINCIPAL

Brad Sims, LI
P: 512.534.8680 / C: 512.289.4152
bsims@studio1619.com

SERVICES PROVIDED

Landscape Architecture
Planning
Irrigation Design
Branding & Signage

LENGTH IN BUSINESS

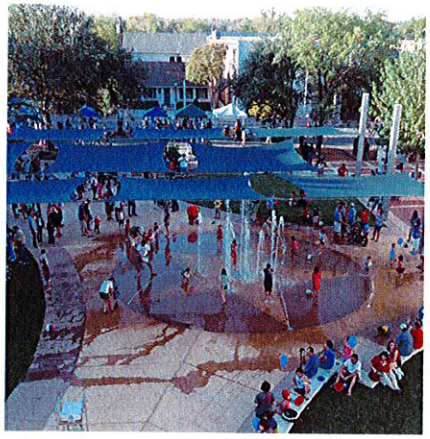
10 Years

NUMBER OF EMPLOYEES

13 (11 full-time / 2 part-time)

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architecture (ASLA)
Council of Landscape Architectural Registration Boards (CLARB)
United States Green Building Council (USGBC)



SHARON PRETE MEMORIAL PLAZA - ROUND ROCK, TX

CIVIL / SURVEY / STRUCTURAL / GEOTECHNICAL ENGINEER

Gessner Engineering was founded in 2003 by Johanna and Thomas Gessner. They have had the opportunity to be a part of unique projects covering a wide array of services, including public and municipal buildings and facilities, parks and trails, higher education facilities, and private developments. As a multi-disciplined firm, Gessner Engineering's well-rounded collaboration has proven to be a benefit to their clients. Gessner has developed a close working relationship with **studio16:19** and has contributed to many successful projects under their direction. They seek to provide a client-focused experience that is driven by predictability, passion, and purpose. These values, as well as their local presence and working with a proven project team, make them qualified to serve as geotechnical and structural engineers for this project. Gessner is a certified Women-Owned Business (WBE), Small Business Enterprise (SBE), and Historically Underutilized Business (HUB).

Gessner Engineering
401 W. 26th Street
Bryan, TX 77803
P: 979.680.8840
www.**gessnerengineering**.com
TBPE Firm No. 7451

ARCHITECT

Established in Austin, Texas, in 1989, CasaBella Architects is a Texas-based firm comprised of architects, master planners and project managers, who provide public and private-sector clients with a full spectrum of architectural services. Their staff is well versed in creating design within and adjacent to public park spaces. Each project site is carefully assessed for current needs and future expansion, while incorporating the vision of the community. In a rapidly growing community like Waco, all designs incorporate features that will accommodate future reuse or expansion of a space. CasaBella Architects is a registered HUB with the State of Texas and an MBE with the City of Austin.

CasaBella Architects
3821 Juniper Trace, Suite 104
Austin, TX 78738
P: 512.458.5700
www.**casabella-architects**.com
Firm No. BR720

MEP ENGINEER

WGI in Austin has the Mechanical, Electrical, and Plumbing engineering experience clients need, with a portfolio of regional projects. They design to ensure energy efficiency and productive use of functional systems for their clients. WGI has provided MEP engineering services for projects ranging from parks and master planned developments to affordable housing and high rise hotels throughout the Central Texas region, as well as recent municipal projects for the City of Austin, City of Pflugerville, and others. Recent project experience with the **studio16:19** team includes the City of Pflugerville's Wilbarger Creek Park, where WGI's MEP team provided lighting design and power recommendations for the site lighting, as well as a restroom facility.

WGI
2021 E. 5th Street, Suite 200
Austin, TX 78702
P: 512.669.5560
www.**wginc**.com
TBPE Firm No. 15085

ACCESSIBILITY SPECIALIST

Based in Austin, Texas and founded in 2015, Contour Collective provides the best in consulting for both accessibility and architectural support. Contour Collective provides accessibility consulting for all accessibility codes, government entities, private organizations, and designers. The firm is a certified Women-Owned Business (WBE), Disadvantaged Business (DBE), and Historically Underutilized Business (HUB).

Contour Collective
2021 E. 5th Street, Suite 200
Austin, TX 78702
P: 360.631.1718
www.**contour-collective**.com

PROJECT TEAM AND QUALIFICATIONS

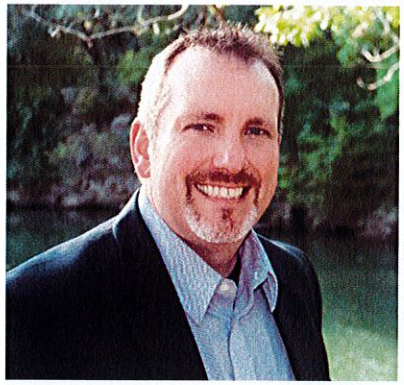
BRUSHY CREEK REGIONAL TRAIL - ROUND ROCK, TX

IN-HOUSE SERVICES

On all projects, studio is prepared to provide planning, landscape architecture, irrigation design, and branding and signage design services as indicated through project needs and scope. Our regular services include, but are not limited to due diligence and site analysis, public and skateholder engagement and involvement, project planning and budgeting, design and construction documentation, preparing bid documents and managing the bid process, and construction administration and close-out to ensure projects are delivered at every phase on time and on budget.

ASSEMBLING THE RIGHT TEAM FOR THE CITY OF WACO

We believe we have assembled a team with unsurpassed quality and depth that will enable us to successfully lead the City through an engaging planning and design process on the expansion of Veterans' Memorial Park. We commit the time, resources, availability, and skills necessary from our staff – as well as our subconsultants' staff – to deliver the City of Elgin's project successfully. **studio16:19** maintains the correct number of staff (currently twelve staff – four of which are licensed landscape architects and three licensed irrigators) to keep all projects on time, on budget, and to our client's satisfaction. This said, we are currently staffed to exceed our existing project workload and predict that, shall we be granted this project based on our qualifications as presented, we will be staffed accordingly to meet deadlines and schedules as those arise. When working with locally owned and operated firms such as **studio16:19**, there is a guarantee that the principals of the firm will work directly with the client to ensure the client is well-served. Not only does our reputation depend on folks having a great experience while using our services, but the clients' reputation depends on our ability to provide this principal-level expertise throughout all phases of the project. We believe this to be a unique experience that allows for a more personalized process and end product. **Our team members understand collaboration and can function well in a collaborative environment including being able to offer Principal level experience and involvement at every stage of the Project.**



BRENT A. BAKER, PLA, ASLA, CLARB

EDUCATION
Bachelor of Landscape Architecture, Texas A&M University, 1998

REGISTRATIONS
Registered Landscape Architect In: Texas - #2098
CLARB Certification: #1503

OFFICE LOCATION: ROUND ROCK

PROFESSIONAL ASSOCIATIONS
Williamson County Conservation Foundation - Board Member
Chamber of Commerce - Leadership Round Rock Planning Board
YMCA Camp Twin Lakes - Board Chair

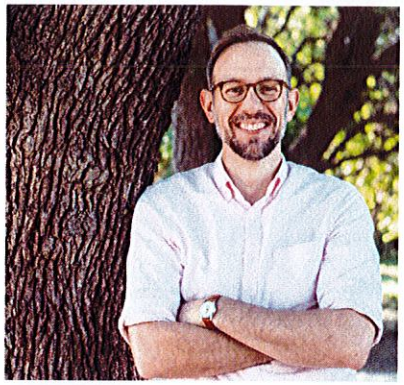
EXPERIENCE
Mr. Baker is a hands-on principal and studio leader with more than twenty years of experience in high-profile private and public development projects. Mr. Baker has developed an in-depth understanding of and sensitivity to the environment and use of the land for public benefit. He has incorporated this knowledge in the design of a multitude of major public and private projects. Because of his diverse background on multidisciplinary teams, he has had the opportunity to work on the design and construction of urban streetscapes and downtown cores, public parks and trails, municipal facilities, mixed-use developments, and more. Mr. Baker's recent memorial and park expansion project experience includes St. Paul's Catholic Church Armed Forces Honor Garden in Horseshoe Bay, TX, the City of Bulverde's Veterans Memorial, the Columbarium at Good Shepherd Church in Leander, TX, Camila's Memorial Garden at a local Round Rock Church, and Patriot Plaza in Belton, TX. His strengths lie in project management and leading complex teams and are evident in his project experience. He has a unique combination of technical expertise and design flair, and is constantly striving for creative and cost-effective solutions for construction, operations, and maintenance on his projects.

SELECTED PROJECTS
Wilbarger Creek Park, Pflugerville, Texas – Mr. Baker has been involved on the Wilbarger Creek Park project for the last six years. What started as a review and revision of the original park master plan – including budget validation and public involvement – evolved into the design and construction of the Phase 1 "North Park". Mr. Baker has served as the project principal on both Phase 1 and the current Phase 2 "South Park". In addition to project principal responsibilities, Mr. Baker also provides quality assurance and control throughout multiple review cycles across the life of the project.

Sharon Prete Memorial Plaza, Round Rock, Texas – Mr. Baker served as the project manager for the design and construction of the City of Round Rock's municipal building plaza – more fondly known as Prete Plaza. Sharon Prete Memorial Plaza provides local residents with a public event space home to community events throughout the year. The plaza design included an inviting splash pad, sweeping seat walls and large turf areas to lay out, vibrant shade structures, performance areas, and spaces for public art to be displayed. This project has been a perennial favorite space for families to gather and enjoy the wonderful downtown experience only Round Rock can offer.

Rabb Park Master Plan and Play for All Abilities Park, Round Rock, Texas – Mr. Baker served as the project manager for the design and construction of the City of Round Rock's Play for All Park, and associated master plan and design and construction of Rabb Park and the Rabb House. Rabb Park serves as a community event space, paying homage to the historic aesthetic of the original Rabb House and featuring sweeping views across Brushy Creek. The park includes the community event space, trailhead to Brushy Creek Regional Trail, open lawns, and a large amphitheater. As a part of the park master plan, the original Play for All Park opened in 2012 providing Central Texas children of all abilities a unique park to play side by side without limitations. This large gated park includes a variety of play opportunities designed to stimulate and encourage the development of many skill sets. Through multiple phases, Play for All has more than doubled in size and features additional themed play spaces.

YMCA Camp Twin Lakes, Cedar Park, Texas – Mr. Baker has been a long-time trusted advisor to the YMCA over the years. Serving as project principal and manager, Mr. Baker oversaw the design and construction of a new amphitheater to serve the camp's summer camp schedules, as well as provide a community event space. Nestled along a short hillside, the amphitheater centers the newly constructed weekend cabins and mess hall. To maintain the natural aesthetic of the camp, limestone and wood materials predominate the setting. The amphitheater was designed with accessibility in mind, ensuring all users are able to view the performances or ceremonies comfortably.



JONATHAN WAGNER, RLA, LI, ASLA

EDUCATION
Bachelor of Landscape Architecture, Texas A&M University, 2008

REGISTRATIONS
Registered Landscape Architect In: Texas - #2718
Registered Licensed Irrigator: Texas - #20080

OFFICE LOCATION: ROUND ROCK

PROFESSIONAL ASSOCIATIONS
Chapter President of Texas ASLA - 2019-2020
Central Texas ASLA Section Chair - 2015-2016
Chamber of Commerce - Leadership Round Rock

EXPERIENCE
Mr. Wagner is a Principal and project manager for **studio16:19**. He brings a wide array of experience in public and private sector projects, and currently leads and manages the studio's community-based planning and design projects. He has been involved in a broad range of project types including community planning, streetscape design and place-making, neighborhood park design, roadway alignments, and site planning and permitting designs. His experience includes all aspects of design, from concept development to construction detailing. Whenever possible, he incorporates sustainable design techniques using LEED principles, including rainwater harvesting systems and designs incorporating native plants. Mr. Wagner specializes in design as it relates to early childhood development and outdoor learning environments. He recently completed a Certificate in Early Childhood Outdoor Learning Environments through NC State's Natural Learning Initiative. Through the program, Mr. Wagner truly mastered the skills necessary to plan, design, and promote high-quality outdoor play and learning environments. His passion is demonstrating how landscape design can support active lifestyles, promote mental health and wellbeing, and motivate learning in, about, and through nature.

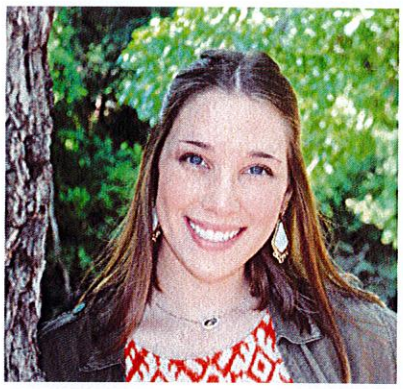
SELECTED PROJECTS
Wilbarger Creek Park, Pflugerville, Texas – Mr. Wagner has been involved on the Wilbarger Creek Park project for the last six years. What started as a review and revision of the original park master plan – including budget validation and public involvement – evolved into the design and construction of the Phase 1 "North Park". Mr. Wagner served as the project manager then, and is currently serving as the project manager on the design and eventual construction of the Phase 2 "South Park". While Phase 1 primarily serves as a community park with playground, nature trails, veloway, and sports practice fields, Phase 2 will generate a regional draw to the park through a large dog park and nature play area, along with trails connected to the greater network.

Willow Bend Dog Park, Austin, Texas – Mr. Wagner was the project manager on the planning, design, and construction of Wells Branch MUD's Willow Bend Dog Park. The design considered operations and maintainance from the onset, allowing each side of the park to be closed and rotated to prevent extreme wear on the open turf lawn. Custom play elements and artificial turf mounds make this dog park a special place to play, and a custom logo and integral color concrete at the entry plaza establish a sense of identity for the park.

Shannon Creek Nature Park and Preserve, Burleson, Texas – Mr. Wagner is currently serving as the project manager on the master planning and conceptual design of Shannon Creek Park. Three schematic concepts at various price points were prepared for a public input process. Included in the concepts were a variety of community gathering areas, an expansive connected trail network, playground areas, and areas dedicated to reforestation and reestablishment of natural species in upland and lowland prairie, and riparian ecosystems.

Bell Park, Cedar Park, Texas – Currently serving as the project manager for the project, Mr. Wagner is leading the design team through conceptual and schematic design to ensure the City's anticipated program can be accommodated throughout the fifteen-acre park parcel. As part of the overall Bell Distrct development, Bell Park will feature nature play and tree houses, walking trails, a community garden, and displays of community art to anchor the central hub of the retail development, and celebrate the community.

2019 Park Bond Projects, Williamson County, Texas – Mr. Wagner was the project manager for two projects associated with the 2019 Park Bond: Champion Park Parking Lot Expansion and Southwest Regional Park Disc Golf Course Restroom. For Champion Park, a 75-space parking lot and trailhead was designed and is currently in the bid phase. For Southwest Regional Park, a pre-fabricated restroom and associated pedestrian improvements were provided to serve the disc golf course and trail users.



COURTNEY KUEHNER, ASLA

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 2017

OFFICE LOCATION: ROUND ROCK

PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architects (ASLA)
Austin Community College Continuing Education Instructor

EXPERIENCE

Ms. Kuehner is an Associate Task Leader and Marketing Coordinator with a Bachelor of Landscape Architecture and minors in Horticulture and Sustainable Architecture and Planning. She has worked for **studio16:19** for the last five years since graduation. Ms. Kuehner is passionate about sustainable landscape design, graphic and wayfinding design, and landscape photography. She introduces her passions into her work through careful attention to detail and thoughtful organization. Ms. Kuehner's fresh outlook on planning and design – in combination with her background in sustainable architecture and planning – adds a unique layer to projects in the studio. She has experience working on various community-oriented projects such as urban streetscape design and place-making, parks, trails, and public open space master plans and design, bicyclist and pedestrian amenities, multi-family housing, educational facilities, and mixed-use design.

SELECTED PROJECTS

Wilbarger Creek Park, Pflugerville, Texas – Ms. Kuehner has been involved on the Wilbarger Creek Park project for the last five years. As an intern and into the start of her career, Ms. Kuehner served as a landscape designer throughout the Phase 1 "North Park", and is currently serving as the task leader and designer on the design and eventual construction of the Phase 2 "South Park". While Phase 1 primarily serves as a community park with playground, nature trails, veloway, and sports practice fields, Phase 2 will generate a regional draw to the park through a large dog park and nature play area, along with trails connected to the greater network.

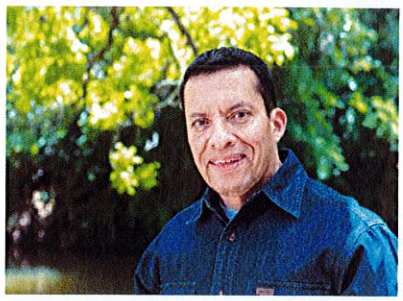
Downtown Streetscape Improvements, Round Rock, Texas – Ms. Kuehner served as task leader and designer on the Downtown Streetscape Improvements project. Initially brought onto the project by the City Manager following the 2016 release of the Downtown Improvement Plan, Ms. Kuehner coordinated design efforts that resulted in the implementation of six parklets to improve pedestrian flow and safety throughout the Downtown core, as well as landscape, irrigation, and roadway improvements. She was also provided the opportunity to lead and coordinate the construction phase of the project, collaborating closely with City staff, the general contractor, and the public to ensure a successfully delivered project that realized the intent of the DIP.

Willow Bend Dog Park, Austin, Texas – Ms. Kuehner was the task leader and designer on the planning, design, and construction of Wells Branch MUD's Willow Bend Dog Park. The design considered operations and maintainance from the onset, allowing each side of the park to be closed and rotated to prevent extreme wear on the open turf lawn. Custom play elements and artificial turf mounds make this dog park a special place to play, and a custom logo and integral color concrete at the entry plaza establish a sense of identity for the park.

Shannon Creek Nature Park and Preserve, Burleson, Texas – Ms. Kuehner is currently serving as the project task leader on the master planning and conceptual design of Shannon Creek Park. Three schematic concepts at various price points were prepared for a public input process. Included in the concepts were community gathering areas, trail network, playgrounds, and areas dedicated to reforestation and reestablishment of riparian ecosystems.

Bell Park, Cedar Park, Texas – Currently serving as the project task leader for the project, Ms. Kuehner is providing support on the conceptual and schematic design to ensure the City's anticipated program can be accommodated throughout the fifteen-acre park parcel. As part of the overall Bell Distrct development, Bell Park will feature nature play and tree houses, walking trails, a community garden, and displays of community art to anchor the central hub of the retail development, and celebrate the community.

2019 Park Bond Projects, Williamson County, Texas – Ms. Kuehner was the task leader and designer for two projects associated with the 2019 Park Bond: Champion Park Parking Lot Expansion and Southwest Regional Park Disc Golf Course Restroom. For Champion Park, a 75-space parking lot and trailhead was designed and is currently in the bid phase. At Southwest Regional Park, a pre-fabricated restroom and associated pedestrian improvements were constructed.



BART MARTINEZ, JR.

EDUCATION

Bachelor of Architecture, Texas Tech University, 1994
BFA in Architectural Design, University of Texas at San Antonio, 1993

OFFICE LOCATION: ROUND ROCK

PROFESSIONAL ASSOCIATIONS

American Planning Association (APA)

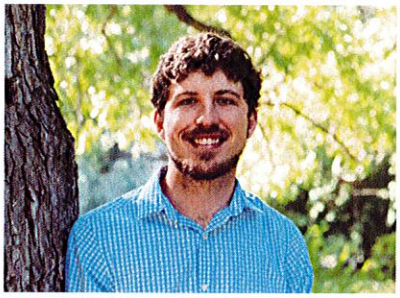
EXPERIENCE

Mr. Martinez is a designer and urban planner with over twenty-four years of experience in the profession. His past project experience combines master-planning, architecture, and illustrative rendering graphics to gather informed consent from the client and public interest being represented. His broad experience includes public open space design and planning, as well as regional master planning. His passion for design and site-planning has led him to use a wide range of skill-sets to create high quality, thoughtful, outside-the-box, environments from urban to natural settings. His background in architecture provides a unique platform for his work within the landscape design and planning realm as he is able to problem solve through space planning and constructability issues, as well as consider creature comforts within exterior designs.

SELECTED PROJECTS

Shannon Creek Nature Park and Preserve, Burleson, Texas – Mr. Martinez was the lead planner on the concept master plan for the approximately fifteen-acre park. He provided three different design concepts proposing multiple levels of design intensity to determine the City's desired budget. Included in the concepts were community gathering areas, an expansive trail network, playground areas, and areas dedicated to reforestation and reestablishment of natural species in upland and lowland prairies.

Brooklands Pocket Park, Hutto, Texas – Mr. Martinez was the lead planner on the concept plans for the small community pocket parks at Brooklands Community in Hutto. His designs incorporated picnic areas, nature play, open lawns, and walking trails throughout each park.



MICHAEL FINLEY

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 2020

OFFICE LOCATION: ROUND ROCK

EXPERIENCE

Mr. Finley is an Associate landscape designer with a Bachelor of Landscape Architecture from Texas A&M University. Mr. Finley focuses most of his time in the office on community-based projects, ranging from park design and city beautification enhancements to multi-family housing and retail developments. Although relatively new to the professional world, Michael brings his prior life experiences with him to the office to enhance his passion for design and creativity. By living an outdoor-focused lifestyle and being involved within his community, Michael enjoys seeing firsthand how people interact in outdoor spaces and uses that experience in his project designs. He also believes it is important to stay communicative and organized throughout the design process to achieve the best outcome possible for the studio's clients.

SELECTED PROJECTS

Wilbarger Creek Park, Pflugerville, Texas – Mr. Finley is currently an integral part of the design team for the design and eventual construction of the Phase 2 "South Park", determining place-making strategies within the park. Phase 2 of the project will generate a regional draw to the park through a large dog park and nature play area, along with trails connected to the greater network.

Round Rock Police Department, Round Rock, Texas – Mr. Finley has been involved on design and redevelopment of the landscape improvements of the Police Department building from the onset of the project. Currently in the final design phase, the enhancements improve the functionality and aesthetics of the plaza, creating a safe and inviting community space. Monuments and ephemera displays have been included in the design to tell Round Rock Police Department's story.

SHAUN HANSON, PE, CFM - CIVIL ENGINEERING PM

EDUCATION
Bachelor of Science – Civil Engineering, San Diego State University

REGISTRATIONS
Professional Engineer: Texas – #132894
CFM: 3230-16N

YEARS OF EXPERIENCE
Total: 11
With Gessner: 2

OFFICE LOCATION: COLLEGE STATION

EXPERIENCE
Shaun has 6 years of experience in Civil Engineering aspects related to planning, design, cost estimation, evaluation, and construction. He has over 4 years' experience as a Project Engineer for a General Contractor assisting in the construction of large-scale healthcare and memorial cemetery projects for the Veterans Administration. Shaun specializes in the design of roadways, water supply systems, sanitary sewer systems, and stormwater management projects. Prior to pursuing his degree in the field of Civil Engineering, Shaun spent 8 years in the United States Marine Corps where he developed tenacious problem-solving skills and strict attention to detail.

PROJECT LIST

1849 Park Maintenance Facility
Pflugerville, TX

Bryan Regional Park PER
Bryan, TX

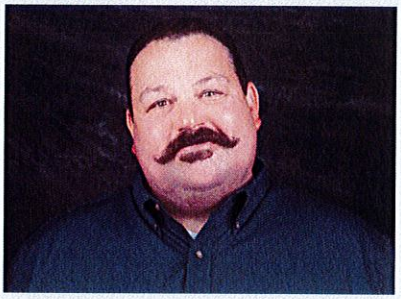
Pavilion and Train Depot
Cleveland, TX

Historic Bryson Farmstead
Leander, TX

Heritage Park
Brazos County, TX

Lincoln Recreation Center
College Station, TX

2016 CDBG Sidewalks
College Station, TX



DANIEL DAVIS, RPLS, CFM - SURVEY PM

EDUCATION
Bachelor of Science – Agronomy, Texas A&M University

REGISTRATIONS
Registered Professional Land Surveyor: Texas – #6195

YEARS OF EXPERIENCE
Total: 18
With Gessner: 3

OFFICE LOCATION: SAN ANTONIO

EXPERIENCE
Daniel's eighteen years of involvement in land surveying has provided him with valuable experience in multiple aspects of the discipline. His career has taken him from a rodman on a field crew to conducting boundary surveys of 25,000+ acres in South Texas and setting out points in every phase of multi-million dollar apartment complexes as an R.P.L.S. Daniel's technical competencies include construction layout and staking, route and boundary surveys, ALTA surveys (to include utility and tree surveys), subdivision plats, topographic surveying, Texas Railroad Commission permit plats, oil and gas easements, TxDOT crossing permits, and FEMA Elevation Certificates. He is proficient in both conventional and GPS surveying methods.

PROJECT LIST

1849 Park Maintenance Facility
Pflugerville, TX

Pace Park Playground
Salado, TX

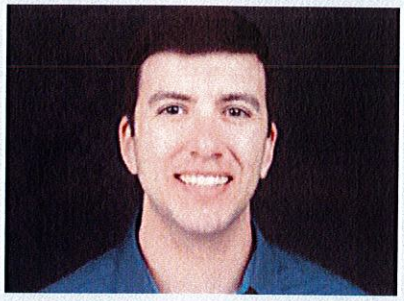
Municipal Complex
Los Fresnos, TX

Fire Stations No. 2, 3, and 7
New Braunfels, TX

Nuclear Science Center
College Station, TX

RELLIS Campus
Bryan, TX

First Responders Academy
Training Facility and Track
Atascosa, TX



PROJECT LIST

Wilbarger Creek Park Phase 2
Pflugerville, TX

South Mays Street
Round Rock, TX

Fellowship Church
Round Rock, TX

Williamson County Champion Park Parking Lot Expansion
Cedar Park, TX

Williamson County Southwest Regional Park Restroom
Leander, TX

1849 Park Maintenance Facility
Pflugerville, TX

NIKO GOMES, MS, PE - STRUCTURAL ENGINEERING PM

EDUCATION

Master of Science – Structural Engineering, University of California-Berkeley
Bachelor of Science – Architectural Engineering, California Polytechnic State University-San Luis Obispo

REGISTRATIONS

Professional Engineer: Texas – #124041

YEARS OF EXPERIENCE

Total: 9
With Gessner: 9

OFFICE LOCATION: SAN ANTONIO

EXPERIENCE

Niko has extensive structural engineering experience working on a variety of projects through his time with Gessner Engineering. With a background in Architectural Engineering, he sees the role of the structural engineer to support and enhance the built environment by providing pragmatic and creative solutions through collaboration to opportunities presented in design or construction. and forensic work for custom residential, commercial, public/ municipal, and higher education projects, many utilizing an array of structural materials to meet the design intent and consider the client's unique requirements.

PROJECT LIST

Wilbarger Creek Park Phase 2
Pflugerville, TX

South Mays Street
Round Rock, TX

Williamson County Parks
Cedar Park, TX

1849 Park Maintenance Facility
Pflugerville, TX

Kyle Field Expansion
College Station, TX

Blue Bell Park Renovation
College Station, TX

Cain Hall Site Redevelopment
College Station, TX

RELLIS Campus
Bryan, TX

MICHAEL FUCINARI, PE - GEOTECHNICAL ENGINEERING PM

EDUCATION

Bachelor of Science – Civil Engineering, Michigan State University

REGISTRATIONS

Professional Engineer: Texas – #127084

YEARS OF EXPERIENCE

Total: 17
With Gessner: 3

OFFICE LOCATION: GEORGETOWN

EXPERIENCE

Michael joined Gessner Engineering's team of professionals at the end of May 2019 as a Project Manager and Department Lead for our Geotechnical Engineering Department. He has experience with shallow and deep foundations, high swell potential soils, flexible and rigid pavements, water and wastewater utilities and facilities, and overhead storage tanks. Michael has experience providing design, inspection, cost and labor estimation, specification generation/implementation, contract drawing design, Engineer-Contractor relations, proposal writing and project bidding. He has 16 years of experience in the engineering industry working for residential, private, municipal, and public sector clients including City of San Antonio, SAWS. TxDOT, and City of Austin.

MARC REMMERT, PE

EDUCATION
Bachelor of Science – Electrical Engineering, Washington University, 2013

REGISTRATIONS / CERTIFICATIONS
Professional Engineer: Texas – #127560
Professional Engineer: Florida – #PE86716

YEARS OF EXPERIENCE
Total: 10
With WGI: 7

OFFICE LOCATION: AUSTIN

EXPERIENCE
Marc has extensive experience in electrical engineering, distribution design, circuit calculations, and lighting simulation analysis. He has worked on a variety of projects, including vertical mid- and high-rise structures, electrical primary infrastructure of master-planned urban communities, and roadway lighting design for both urban and retail areas. Marc has experience in the preparation of lighting analyses and designs using the AGI32 and Lithonia Visual software platforms. He works with local agencies to provide feasible solutions to electrical distribution and lighting that meet the needs of the community from both aesthetic and functional perspectives.

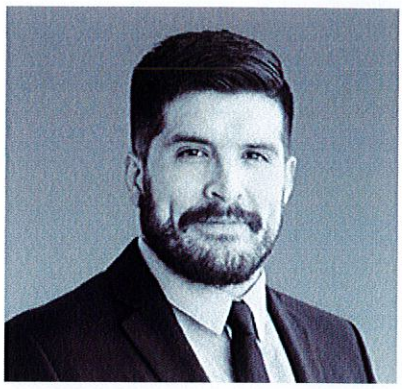
SELECTED PROJECTS
Northline Master Plan Community, Leander, TX – Lighting plans and visual simulations were developed in conjunction with a landscape design team for the private and public roadways and plazas associated with the master planned development of Northline. The goal of the project was to bring an urban density project with forward thinking green space and lighting that would encourage pedestrians to find the intersection of commercial and residential in the neighborhood. Marc served as the electrical engineer and project manager for the lighting locations, electrical circuiting, conductor sizing, and coordination with serving utility for connection points and metering. Additionally, Marc was the electrical engineer for the primary infrastructure of this master planned development which included coordinating with the serving utility on location of manholes, switchgear, sectionalizing enclosures and circuit connections.

Wilbarger Creek Park, Pflugerville, TX – Marc served as the project manager and Engineer of Record for the project, while working with Studio16:19. WGI provided electrical engineering services for the project, coordinating with the serving electrical utility to provide power to the prefabricated restroom building and site lighting. This project's specific challenge was providing electrical service at a significant distance from the service point within a tight budget. WGI was able to work with local manufacturer's and the electrical contractor to provide a unique solution that fit the project's budget and timeline requirements.

St. Dominic Savio Catholic High School Athletic Fields, Austin, TX – Marc served as the principal in charge and QC reviewer for the addition of electrical infrastructure to the Savio Athletic Fields associated with St. Dominic Savio Catholic High School. The project scope included providing power to new batting cages and on-site lighting. The project scope also included a study into the ultimate future condition of the fields to anticipate the electrical requirements. The output of that study informed the number of conduit and routing throughout the site for future provisions. WGI coordinated with the serving utility for a new meter and panel and coordination of potential future power needs.

Herman Massey Park Rehabilitation, Tampa, FL – Marc served as the electrical engineer of record for this project. WGI designed the revitalization of Herman Massey Park, an urban park in the center of the Downtown River Arts Neighborhood, for the City of Tampa Parks and Recreation Department. After developing and refining design concepts, WGI conducted two public meetings to present the new design developments for the park. WGI further developed the design with public input provided in the community meetings and the refined design was received well by the public.

Matheson Hammock Park Atoll Pool Renovation, Miami-Dade County, FL – Marc served as mechanical and electrical engineer of record for the restoration of the Matheson Hammock State Park from the aftermath of hurricanes Irma in 2017 and Michael in 2018. WGI services include civil design for the restoration of the pathway and roadway, structural design of the rock breaker wall and culvert replacement, geospatial investigation of existing conditions, MEP design of the atoll pool's aeration pump, and environmental permitting.



CASEY SVEIVEN, PE

EDUCATION
Bachelor of Science – Electrical Engineering, California State University - Chico, 2016

REGISTRATIONS / CERTIFICATIONS
Professional Engineer: Texas – #137964
Professional Engineer: Florida – #PE90074

YEARS OF EXPERIENCE
Total: 6
With WGI: 3

OFFICE LOCATION: AUSTIN

EXPERIENCE
Casey has a wide range of experience from retail roll-out programs to transportation and infrastructure development to high-rise senior living and laboratory design. Casey takes projects from concept through construction. Having spent most of his early career working on retail roll-out programs, Casey excels on projects that are thoroughly designed at a fast pace and delivered within a succinct schedule.

SELECTED PROJECTS
South Mays Street Gateway Enhancements, Round Rock, Texas – The South Mays Enhancements project aims to improve the appearance throughout the South Mays Street corridor and provide a "gateway" into Downtown Round Rock. Extending from Logan Street to Hesters Crossing Road, the Gateway Enhancements will create not only an appealing vehicular experience, but a safe and enjoyable pedestrian experience as well. WGI's team worked to design and coordinate electrical service to the Gateway Enhancements that served the project need in an effective and aesthetically unobtrusive fashion. Additionally, WGI provided lighting and lighting control design that was utilized to highlight "Gateway" features serving the updated South Mays Street corridor.

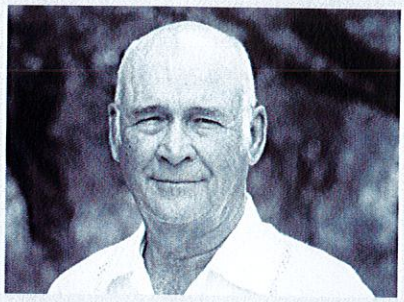
Champion Park Parking Lot Expansion / Southwest Regional Park Remote Restroom, Williamson County, Texas – Casey was responsible for the field inspection, photometric analysis, electrical design and cost estimation. The Champion and Southwest Regional Park project scope includes an expansion of parking area in Champion Park and addition of a remote restroom building with utility connections at Southwest Regional Park. The project scope consists of examining the existing conditions of the parking area for potential re-lamping and circuit extension to serve new parking area. Design of champion park also includes photometric analysis for the selection and location of new light poles within the new parking area.

St. Dominic Savio Catholic High School Athletic Fields, Austin, TX – Casey was the electrical engineer of record for the project. The project scope included providing power to new batting cages and on-site lighting. The project scope also included a study into the ultimate future condition of the fields to anticipate the electrical requirements. The output of that study informed the number of conduit and routing throughout the site for future provisions. WGI coordinated with the serving utility for a new meter and panel and coordination of potential future power needs.

Park Connector Pathways, Village of Palm Springs, FL – WGI was hired to provide landscape architecture, geospatial, and electrical design services for Phase 1 and Phase 2 of the Village of Palm Springs Park Connector Pathway project. This phase consists of the southern side of Alemeda Drive, from Davis Road to the intersecting sidewalk, approximately 1,400 feet east of Davis Road and approximately 1.4 miles of Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Drive. The project also includes approximately 3200 feet of Greenbriar Drive from Davis Road west to Kirk Road. Marc prepared the electrical plans to show the lighting levels on the pedestrian walkway. He also prepared the electrical construction documents and provided construction administration.

Herman Massey Park Rehabilitation, Tampa, FL – Casey served as the electrical design engineer for this project. WGI designed the revitalization of Herman Massey Park, an urban park in the center of the Downtown River Arts Neighborhood, for the City of Tampa Parks and Recreation Department. After developing and refining design concepts, WGI conducted two public meetings to present the new design developments for the park.

Morgan Levy Park, Doral, FL – The project included civil, architectural, and MEP services for design of a 350-square foot addition to add a breakroom, storage room, and office to the existing clubhouse building. In addition to the building services provided, WGI provided the electrical infrastructure to support a new site security system.



PROJECT LIST

1849 Park Maintenance Facility
City of Pflugerville, TX

Zilker Maintenance Barn
City of Austin, TX

Zilker Park Historic Concession Stand Rehabilitation and Renovation
City of Austin, TX

Eanes ISD New Playgrounds at Five Elementary Schools
Westlake, TX

Mexican American Cultural CenterPhases1and1ADesignand Construction, and Master Plan
City of Austin, TX

JAIME BEAMAN, AIA, LEED AP

EDUCATION

Bachelor of Architecture with Honors, University of Texas at Austin
Post-Graduate Studies, Tuck School of Business, Dartmouth College

REGISTRATIONS

Registered Architect In: Texas - #8889

OFFICE LOCATION: AUSTIN

EXPERIENCE

As President and Project Principal of CasaBella Architects, Mr. Beaman is responsible for overall client relations, project planning, conceptual development, and quality control throughout all stages of a project. Since establishing CasaBella Architects in 1989, Jaime has led the firm's success and shaped its reputation for exceptional client service and technical design. CasaBella has become one of Austin's foremost mid-sized firms specializing in master planning, new design and large-scale expansion projects for governmental structures, higher education, K-12 schools, and religious clients. Jaime has 40 years of professional design experience on both domestic and international projects, and is recognized among clients and associates for his excellence in planning and conceptualization.

PROJECT LIST

Zilker Park Concession Stand and Maintenance Barn
City of Austin, TX

Texas Parks and Wildlife New Construction and Renovations
Various Locations, TX

University of Texas New Construction and Renovations
Austin, TX

Turner Roberts Recreation Center
City of Austin, TX

St. Alban's Episcopal Church
Waco, TX

1849 Park Maintenance Building
City of Pflugerville, TX

SARA MARSMAN, RID

EDUCATION

Associates of Arts, Santa Fe Community College, 2009
Bachelor of Science - Visual Arts, Florida State University, 2011

REGISTRATIONS

Registered Interior Designer: Texas - #12664

OFFICE LOCATION: AUSTIN

EXPERIENCE

As Project Manager, Mrs. Marsman is responsible for managing projects with the goal of delivering projects that are on time, within budget and within scope. Mrs. Marsman's background in interior design and previous experience as a design intern and consultant with technical skills in AutoCAD and Revit. She brings excellent design skill including selection of finishes and furniture that ensure project success. She also serves as CasaBella's Construction Administration Manager. Mrs. Marsman's experience includes interior renovations with the University of Texas, Texas Facilities Commission, Texas Parks and Wildlife Service, the City of Austin, and Huston-Tillotson University.

PROJECT LIST

Stone Hill Park
Pflugerville, TX

Pfluger Park Restroom
Pflugerville, TX

Northeast Metro Park
Pflugerville, TX

Colony District Park
Austin, TX

Waterloo Park
Austin, TX

PARD Transition Plan
Austin, TX

Normal School Park
Austin, TX

Williams Park
Austin, TX

Alliance Children's Garden
Austin, TX

Williams Park Tot Lot
Austin, TX

Zilker Botanical Gardens
Austin, TX

Republic Square Park
Austin, TX

WAYA Sand Volleyball Courts
Austin, TX

Sidewalks/Facilities Transition Plan
Georgetown, TX

Williamson County Champion Park Parking Lot Expansion
Cedar Park, TX

Williamson County Southwest Regional Park Restroom
Leander, TX

Inks Lake State Park
Burnet, TX

Big Bend Ranch State Park
Big Bend, TX

ANDREA LACOUR, RAS, ADAC

EDUCATION
Bachelor of Architecture, University of Washington-Seattle

REGISTRATIONS
Registered Accessibility Specialist: Texas – #1313
National ADA Network Certified ADA Coordinator
National ADA Network Advanced Employment Certification
HUD Fair Housing Act Design Guidelines

OFFICE LOCATION: AUSTIN

AWARDS / RECOGNITIONS
Best Long-Range Plan in 2015: City of Georgetown Sidewalks and Facilities ADA Transition Plan
Outstanding Mentor of the Year, ACE Mentor Program of Austin, 2020

EXPERIENCE
With her background as a teacher and designer, Ms. LaCour brings an invaluable perspective to accessibility consulting. She is able to communicate effectively to designers, policy makers, and the public on requirements which are quite technical and complex. With Andrea's design background, she acts as the link between understanding the requirements and applying them in a real-world setting. Accessibility compliance is not always a simple answer. Andrea is a national expert and sought-after presenter, having presented to over 10,000 people on ADA and accessibility requirements. Andrea has served as the Registered Accessibility Specialist (RAS) on over 400 projects in the State of Texas, including over 50 unique park projects across the State.

As co-founder of Contour Collective, Andrea manages national accessibility projects including ADA transition plans for public entities, mixed-use and multi-family projects for private developers, and parks and playground projects. She is also able to provide design solutions and cost estimates to common accessibility violations, manage public forums and community engagement for public projects, as well as provide training to municipalities and design firms on requirements and architectural design related to accessibility compliance.

LIST OF MAJOR ACTIVE PROJECTS (BY PHASE)

planning — project name / location / client / project budget / status

Shannon Creek Nature Park and Preserve / Burleson, TX / City of Burleson / $3.5 M / 100%, Awaiting Notice to Proceed to SD/DD Phase
Good Shepherd Church Columbarium / Cedar Park, TX / Good Shepherd Lutheran Church / TBD / 95%, Finalizing Renderings

sd/dd — project name / location / client / project budget / status

Shoreline Boulevard Enhancements / Corpus Christi, TX / City of Corpus Christi / TBD / 100%, Awaiting Notice to Proceed to CD Phase
Whisper Valley Multi-Family / Austin, TX / Paravel Capital / $1.0 M (LA Scope) / 75%
Bell Park / Cedar Park, TX / City of Cedar Park / TBD / 50%
Halter Ranch Winery / Fredericksburg, TX / Halter Ranch Wines / NDA / 50%
Long View Equity Office Renovation / Austin, TX / Long View Equity / $500,000 (LA Scope) / 10%
Gilleland Park Fitness Pad / Pflugerville, TX / City of Pflugerville / Grant-Funded / 10%
Fellowship Youth Building / Round Rock, TX / Fellowship Church / TBD / 10%
500 Pampa Multi-Family / Austin, TX / Endeavor Real Estate Group / $1.5 M (LA Scope) / 0%, Awaiting Project Kick-Off
Wonder World Multi-Family / San Marcos, TX / Long View Equity / $1.5 M (LA Scope) / 0%, Awaiting Project Kick-Off

construction documentation — project name / location / client / project budget / status

Dry River District / Kyle, TX / Endeavor Real Estate Group / $2.0 M (LA Scope) / 90%
Police Department Landscape Improvements / Round Rock, TX / City of Round Rock / $700,000 / 90%
Travis County Tax Office / Austin, TX / Travis County / $250,000 / 90%
Maple Ranch Multi-Family / Leander, TX / Paravel Capital / $1.5 M (LA Scope) / 90%
Elgin First Baptist Church / Elgin, TX / Elgin First Baptist Church / $100,000 (LA Scope) / 90%
B&L Residence / Oglesby, TX / B&L Family / $1.5 M / 75%
Wilbarger Creek Park Phase 2 "South Park" / Pflugerville, TX / City of Pflugerville / $2.0 M / 60%
Elgin Elite Plaza / Elgin, TX / Trinity Elgin Properties / $100,000 (LA Scope) / 30%

bidding — project name / location / client / project budget / status

North Austin Municipal Utility District Park System Signage / Austin, TX / NAMUD No. 1 / $400,000 / 50%
Dripping Springs Park System Signage / Dripping Springs, TX / City of Dripping Springs / $50,000 / 0%, Awaiting Notice to Proceed to Post Bids

construction administration — project name / location / client / project budget / status

Jovie Pflugerville Multi-Family / Pflugerville, TX / Wilson Capital / $1.5 M (LA Scope) / 75%
R Bank / Georgetown, TX / Carr RE Development / $500,000 (LA Scope) / 75%
South Mays Street Gateway Enhancements / Round Rock, TX / City of Round Rock / $2.6M / 30%
Citizen House MLK Multi-Family / Austin, TX / Endeavor Real Estate Group / $1.5 M (LA Scope) / 30%
Citizen House Wilke Multi-Family / Pflugerville, TX / Endeavor Real Estate Group / $1.5 M (LA Scope) / 20%
Jovie Belterra Multi-Family / Dripping Springs, TX / Wilson Capital / $1.5 M (LA Scope) / 15%
Citizen House Blue Bluff Multi-Family / Austin, TX / Endeavor Real Estate Group / $1.5 M (LA Scope) / 10%
Citizen House Burleson Multi-Family / Austin, TX / Endeavor Real Estate Group / $1.5 M (LA Scope) / 0%
Stone Hill Park / Pflugerville, TX / PPP: Endeavor Real Estate Group/City of Pflugerville / $115,000 / 0%
Brooklands Community / Hutto, TX / Intermandeco / $100,000 / 0%
Champion Park Parking Lot Expansion / Cedar Park, TX / Williamson County / $500,000 / 0%, Awaiting Final Contractor Negotiations

BALANCED WORKLOAD AND STAFF AVAILABILITY

studio16:19 maintains a balanced workload and constantly assesses projections to ensure we are staffed to exceed existing and potential project deadlines and schedules as those arise. Each team member is available at a utilization margin of 75% or better as required throughout the duration of the contract.

EXPERIENCE

LAKE BELTON HIGH SCHOOL OUTDOOR CLASS - TEMPLE, TX

EXPERIENCE WITHIN ELGIN AND CENTRAL TEXAS MUNICIPALITIES

studio16:19, based in Round Rock, has had the pleasure to work within the City of Elgin as a close neighbor for the last ten years. From public municipal facilities to private developments, we understand the needs of a city and community such as Elgin. We have been the prime consultant or landscape architect of record on several projects within the City such as Elgin Elite Plaza and Elgin First Baptist Church development projects. Each of the **studio16:19** team's sub-consultants have been heavily involved in projects within the City of Elgin as well. Team members WGI, CasaBella Architects, Gessner, and Contour Collective have all worked together with **studio16:19** on prior Central Texas parks and open space projects. Contour Collective is intimately familiar with accessibility reviews and transition plans that coincide seamlessly with park expansion and redevelopment plans.

Our project approach and project work plan is based on years of experience working under similar project capacities for municipalities like the City of Elgin, and private-sector clients. Since a portion of our former experience has been with large A/E Design firms, over the years, we have re-purposed a more regimented project management approach to fit with the more organic nature of planning, design, and wayfinding projects. Our approach is to listen, research, and analyze to inform a plan as unique as the project site itself. Our tried and true facilitation and design processes result in solutions that are sustainable in the truest sense – environmentally, socially, and economically – and are imbued with the ability to evolve and adapt over time to meet changing needs. Using a creative and analytical process, design solutions will be developed that invite people to fully experience the City of Elgin and Veterans' Memorial Park. Emphasis will be placed on innovative design solutions that save money over the life of the project and enhance the benefits provided to the community. We design for the experience and benefit of the community. Our goal is to create unforgettable and exciting public people spaces. Accessibility and inclusivity will be woven into the fabric of every experience, and technical civil, electrical, and other engineered systems will disappear seamlessly into the landscape.

We have been involved in the planning, design, and construction of a variety of project types all utilizing City development codes, and have experienced both sides of working with the City of Elgin. We work within the realm of possibility to provide the served communities and clients quality products that meet or exceed the intent of the code. When site constraints and other such problems arise, **studio16:19** works with the client and City teams to find the best means to comply with the development code and regulations. Other arenas in which additional considerations may be required include permitting and designing to Texas Commission on Environmental Quality (TCEQ) standards to ensure the continued care of and responsibility for our precious waterways, as well as designing for all through Texas Department of Licensing and Regulation's (TDLR) Texas Accessibility Standards.

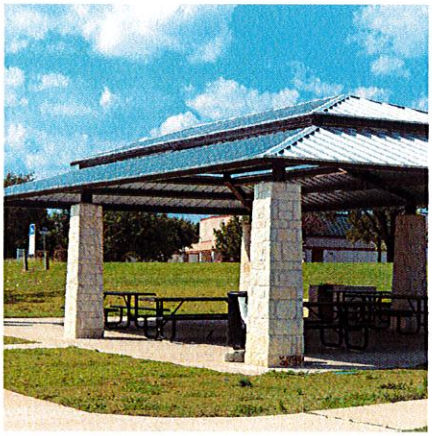
MUNICIPAL PROJECTS LIST WITHIN LAST SEVEN YEARS (PARKS AND TRAILS)

Lake Creek Trail (2014-Present), Round Rock, TX / Landscape Architect of Record
Rabb Park Master Plan (2015), Round Rock, TX / Landscape Architect of Record
Round Rock West Park (2016), Round Rock, TX / Prime Firm, Landscape Architect of Record
Williamson County Champion Park Master Plan (2016), Cedar Park, TX / Prime Firm, Landscape Architect of Record
Play for All Abilities Park (2017), Round Rock, TX / Landscape Architect of Record
Brushy Creek Regional Trail Section from Brushy Creek Park to Champion Park (2018), Cedar Park, TX / Prime Firm, Landscape Architect of Record
Bulverde Veterans Memorial (2018), Bulverde, TX / Prime Firm, Landscape Architect of Record
Williamson County Champion Park Parking Lot Expansion (2019-Present), Cedar Park, TX / Prime Firm, Landscape Architect of Record
Brushy Creek Regional Trail Section from Veterans Park to Rabb Park (2020), Round Rock, TX / Landscape Architect of Record
Wells Branch MUD Willow Bend Dog Park (2020), Austin, TX / Prime Firm, Landscape Architect of Record
Wilbarger Creek Park Phase 1 North Park (2020), Pflugerville, TX / Prime Firm, Landscape Architect of Record
Shannon Creek Nature Park and Preserve (2021), Burleson, TX / Prime Firm, Landscape Architect of Record
Williamson County Southwest Regional Park Disc Golf Course Restroom (2021), Leander, TX / Prime Firm, Landscape Architect of Record
1849 Park Maintenance Facility (2021-Present), Pflugerville, TX / Landscape Architect of Record
Bell Park (2021-Present), Cedar Park, TX / Landscape Architect of Record
Stone Hill Park Improvements (2021-Present), Pflugerville, TX / Prime Firm, Landscape Architect of Record
Wilbarger Creek Park Phase 2 South Park (2021-Present), Pflugerville, TX / Prime Firm, Landscape Architect of Record
Gilleland Park Fitness Pad (2022-Present), Pflugerville, TX / Prime Firm, Landscape Architect of Record

MUNICIPAL PROJECTS LIST WITHIN LAST SEVEN YEARS (FACILITIES)

Belton Downtown Development District Wayfinding and Gateway Signage (2016), Belton, TX / Prime Firm, Landscape Architect of Record
Creek Bend Boulevard Extension (2017), Round Rock, TX / Landscape Architect of Record
Cypress Boulevard Realignment (2017), Round Rock, TX / Landscape Architect of Record
Downtown Western Gateway (2017), Round Rock, TX / Prime Firm, Landscape Architect of Record
Cedar Park Police Department (2018), Cedar Park, TX / Landscape Architect of Record
Georgetown Public Safety Operations and Training Center (2018), Georgetown, TX / Irrigation Audit
Oakmont Extension (2018-Present), Round Rock, TX / Landscape Architect of Record
South Mays Street Gateway Enhancements (2018-Present), Round Rock, TX / Prime Firm, Landscape Architect of Record
Williamson County Children's Advocacy Center (2019-Present), Georgetown, TX / Landscape Architect of Record
Downtown Round Rock Streetscape Improvements (2020), Round Rock, TX / Prime Firm, Landscape Architect of Record
La Grange Wayfinding Signage Phase 1 (2020), La Grange, TX / Prime Firm, Landscape Architect of Record
Upper Brushy Creek WCID Headquarters (2020), Round Rock, TX / Landscape Architect of Record
Dripping Springs Park System Signage (2020-Present), Dripping Springs, TX / Prime Firm, Landscape Architect of Record
North Austin Municipal Utility District Park System Signage (2020-Present), Austin, TX / Prime Firm, Landscape Architect of Record
Travis County Tax Office (2020-Present), Austin, TX / Prime Firm, Landscape Architect of Record
City of Round Rock Fire Station No. 3 (2021), Round Rock, TX / Landscape Architect of Record
La Grange Wayfinding Signage Phase 2 (2021), La Grange, TX / Prime Firm, Landscape Architect of Record
Travis County Emergency Services District No. 1, Fire Station No. 101 (2021), Lago Vista, TX / Landscape Architect of Record
Travis County Emergency Services District No. 1, Fire Station No. 103 (2021), Lago Vista, TX / Landscape Architect of Record
Travis County Emergency Services District No. 2, Fire Station No. 4 Warehouse (2021), Pflugerville, TX / Landscape Architect of Record
Travis County Emergency Services District No. 2, Fire Station No. 5 (2021), Pflugerville, TX / Landscape Architect of Record
Travis County Emergency Services District No. 2, Fire Station No. 6 (2021-Present), Pflugerville, TX / Landscape Architect of Record
Williamson County Emergency Services District No. 3, Fire Station No. 2 (2021), Hutto, TX / Landscape Architect of Record
Williamson County Emergency Services District No. 3, Fire Station No. 3 (2021-Present), Hutto, TX / Landscape Architect of Record
Round Rock Police Department Update (2021-Present), Round Rock, TX / Prime Firm, Landscape Architect of Record
Shoreline Boulevard Enhancements (2021-Present), Corpus Christi, TX / Prime Firm, Landscape Architect of Record

PARK EXPERIENCE



ROUND ROCK WEST PARK REDEVELOPMENT - ROUND ROCK, TX

WILBARGER CREEK PARK MASTER PLAN

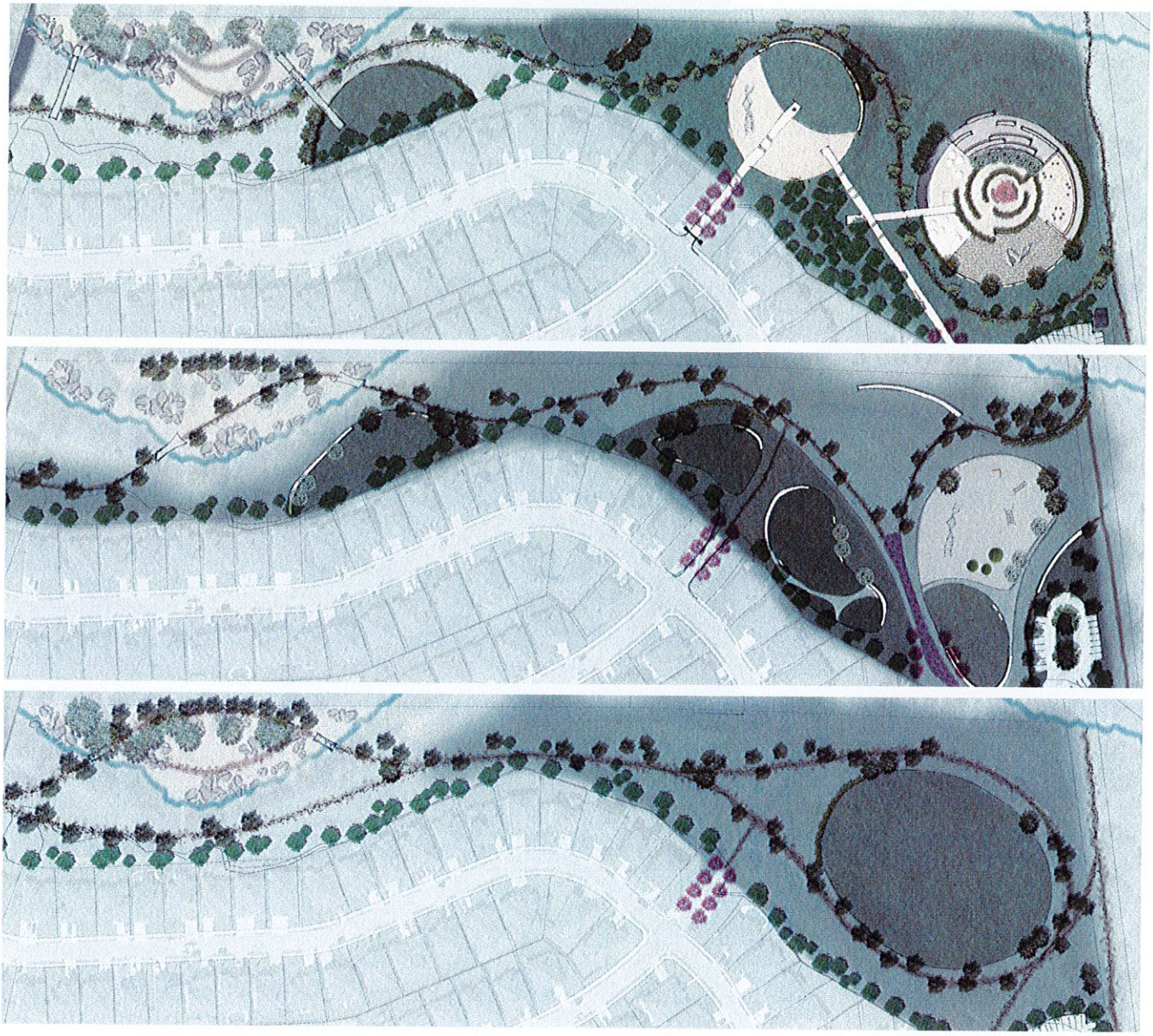
Pflugerville, TX

Wilbarger Creek Park is largely undeveloped and has many natural features like existing tree cover, a stream, wetlands, and undisturbed grassland/prairie, much of which has been preserved through the design. After vetting the existing park master plan, **studio16:19** integrated public input and led workshops and charettes with the PARD staff that focused on incorporating key park features with the allotted budget. The park will have grade school and teen activity areas, practice fields, a large dog park facility, community garden, associated parking lots, and meandering trails with trailheads and wayfinding features. Phase 1 consists of the North Park, centered around a bioswale feature to ensure the longevity of the adjacent Wilbarger Creek. Phase 2 is currently underway, providing a regional dog park and nature play attraction – with associated parking and restroom facilities – at the southern end of the tract.

CLIENT	City of Pflugerville Shane Mize, CPRP PARD Director 512.990.6350 shanem@pflugervilletx.gov
SIZE	212 acres
BUDGET	$1,600,000 (Phase 1) $2,000,000 (Phase 2)
DATE	Master Plan – 2016 Phase 1 – 2020 Phase 2 – 2023
SCOPE	Master Planning, Parks & Trails, Branding & Signage

SHANNON CREEK NATURE PARK AND PRESERVE MASTER PLAN

Burleson, TX

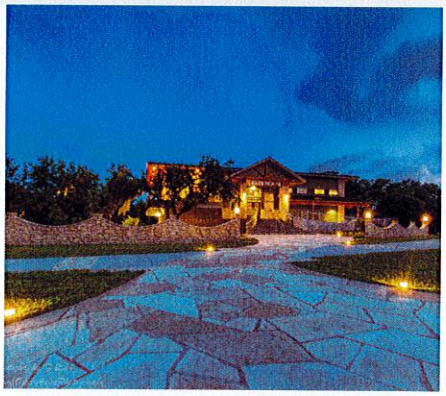


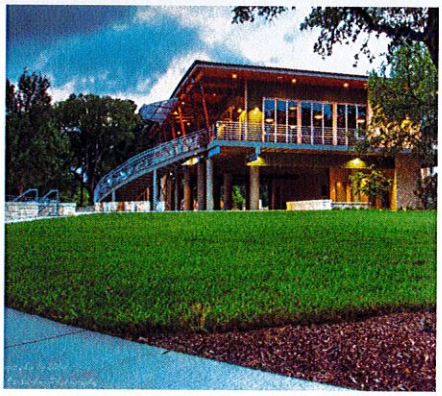
Encumbered by FEMA floodplain and a tributary branch of Shannon Creek, the City engaged **studio16:19** in a master planning process to develop plans for a new community park. Three schematic concepts at various price points were prepared for the Burleson City Council to ruminate upon prior to beginning construction documents. A public input process is currently underway to understand how the parcel could best benefit the adjacent neighborhood and to understand how this park would fit within the overall parks master plan. Included in the concepts were a variety of community gathering areas, an expansive connected trail network, playground areas, and areas dedicated to reforestation and reestablishment of natural species in upland and lowland prairie, and riparian ecosystems.

CLIENT	City of Burleson Jen Basham PARD Director 817.426.9201 jbasham@burlesontx.gov
SIZE	15 acres
BUDGET	TBD
DATE	2021 (Concept Phase)
SCOPE	Master Planning, Parks & Trails

RABB HOUSE PARK MASTER PLAN & BRUSHY CREEK TRAIL REALIGNMENT

Round Rock, TX



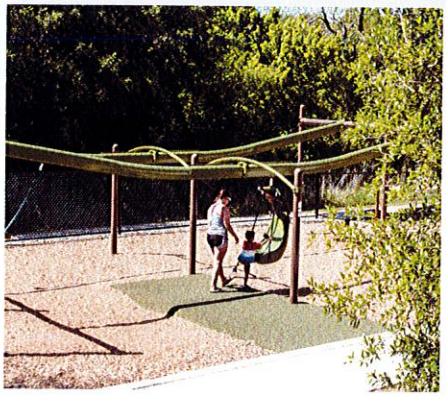


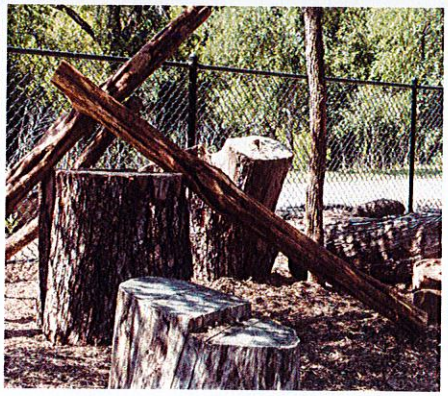
The Rabb House Park Master Plan Project is located in the City of Round Rock-owned Rabb Park off Palm Valley Boulevard. Rabb Park is a heavily wooded and topographically challenged tract along Brushy Creek that was master planned to include the Play for All Abilities Park and a trail head for the Brushy Creek Regional Trail. The project scope included the complete redevelopment of the Rabb House community building and the development of a large outdoor patio; small amphitheater overlooking the Creek; a lawn for gatherings, day camps and similar community oriented functions. Paying homage to the scale, aesthetics, and character of the original Rabb House, the new facility provides an updated layout and design that marries history with modern accessibility. Completed in 2014, Rabb House Park has continued to expand and thrive with love and support from the Community.

CLIENT	City of Round Rock David Buzzell Assistant PARD Director 512.218.5540 dbuzzell@roundrocktexas.gov
SIZE	5 acres
BUDGET	$685,000 (LA Scope)
DATE	2014
SCOPE	Master Planning, Parks & Trails

PLAY FOR ALL ABILITIES PARK

Round Rock, TX





The original Play for All Park opened in 2012 providing Central Texas children of all abilities a unique park to play side by side without limitations. This large gated park includes a variety of play opportunities designed to stimulate and encourage the development of many skill sets. **studio16:19** was an integral member of a Design Task Force made up of professionals selected for their expertise in medical, educational, and design fields. Based on its success and popularity, the need to expand and refurbish was evident and in 2016, the Design Task Force was reassembled and **studio16:19** went to work in collaboration with City Staff to create the updated and expanded facility to include a natural play pod that showcases a seated "zip line" and natural stumps and logs for climbing, expanded bike track and "town" – complete with local favorites Chick-Fil-A and Wag-a-Bag – play structures, swings, and other discovery pods such as musical, sensory, and more.

CLIENT	City of Round Rock David Buzzell Assistant PARD Director 512.218.5540 dbuzzell@roundrocktexas.gov
SIZE	3 acres
BUDGET	$2,400,000
DATE	Phase 1 – 2012 Phase 2 – 2017
SCOPE	Parks & Trails

WILLOW BEND DOG PARK

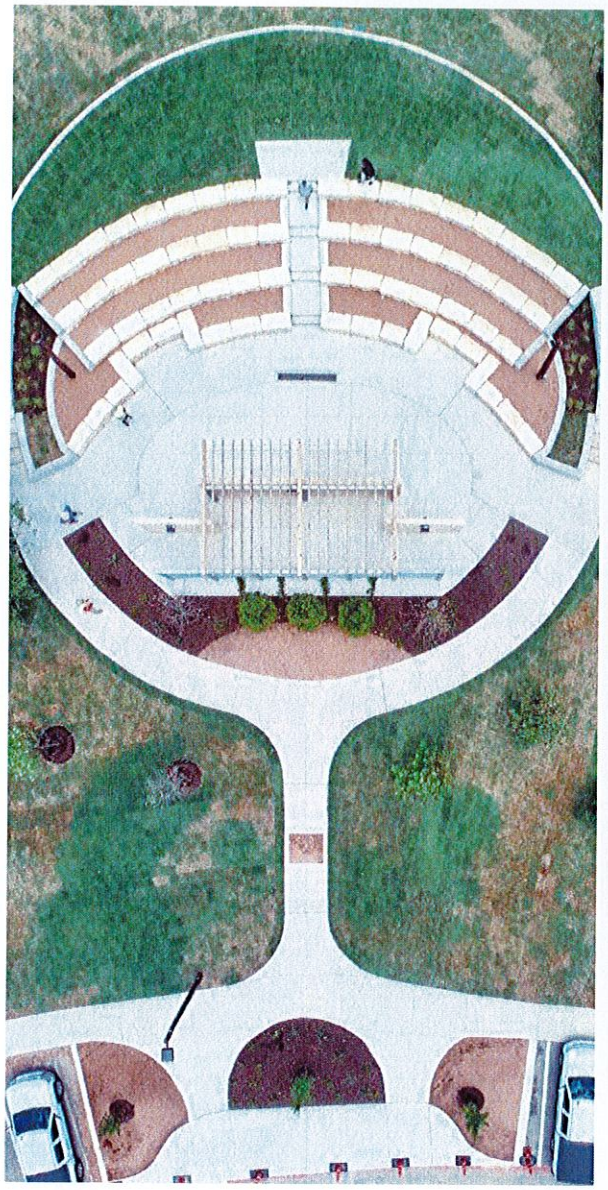
Austin, TX

The Willow Bend Dog Park is the newest addition to the Wells Branch MUD's portfolio of parks and recreation spaces. The Dog Park features three play areas – two for large dogs and one for small dogs – separated by perimeter fences and double bull-pen entries. A large 60' cantilevered gate opens wide to allow free movement between the two large dog areas, and additional maintenance gates provide easy access into the other park areas. Natural climbing blocks and tunnels provide exciting play opportunities for dogs, and seating with ample shade throughout the park provide respite for pet owners. Artificial turf mounds and broad turf areas leave room to roll, run, and fetch. An open entry plaza features a pet refresh station, bottle filling stations, and specialty concrete paving. The lower plaza highlights the Wells Branch logo intricately etched into the specialty concrete.

CLIENT	Wells Branch MUD Matt Fuller, Parks & Recreation Manager 512.251.9814 mfuller@wellsbranchmud.com
SIZE	5 acres
BUDGET	$950,000
DATE	2020
SCOPE	Master Planning, Parks & Trails

YMCA CAMP TWIN LAKES AMPHITHEATER

Cedar Park, TX

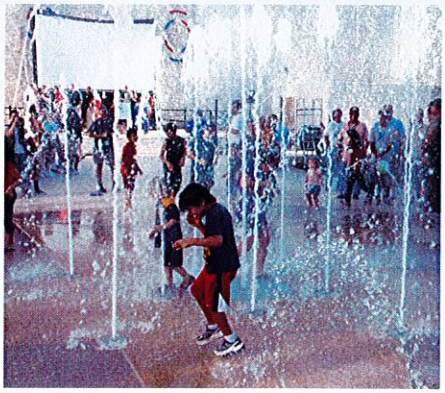


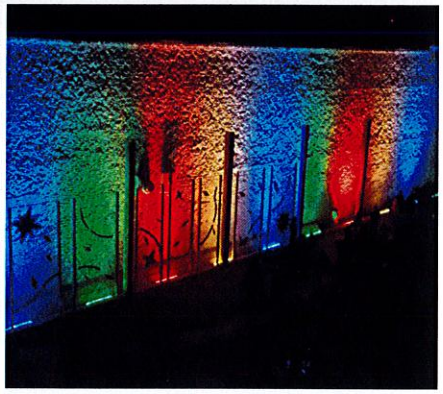
The Amphitheater at Camp Twin Lakes YMCA in Cedar Park is the latest addition to the overall park development. Special design considerations were made in order to accommodate various events and users from campers to community groups to wedding events. A broad drop off area welcomes visitors into the space and towards the amphitheater. A green screen shades the rear of the stage area and creaties the perfect backdrop. Staggered walls provide a "backstage" for performers to prepare. Sweeping limestone seat walls provide immediate seating, and wide decomposed granite paths provide room to walk or set up lawn chair seating. Accessible seating areas have been provided in the front, along with opportunity for companion spaces. Finally, a lush lawn at the top of the hill is the perfect spot to lay out on blankers to enjoy the show.

CLIENT	YMCA of Greater Williamson County Rich Carlton, Director of Facilities 512.615.0600
SIZE	12,000 square feet
BUDGET	$435,000
DATE	2020
SCOPE	Parks & Trails, Event Space

SHARON PRETE MEMORIAL PLAZA

Round Rock, TX

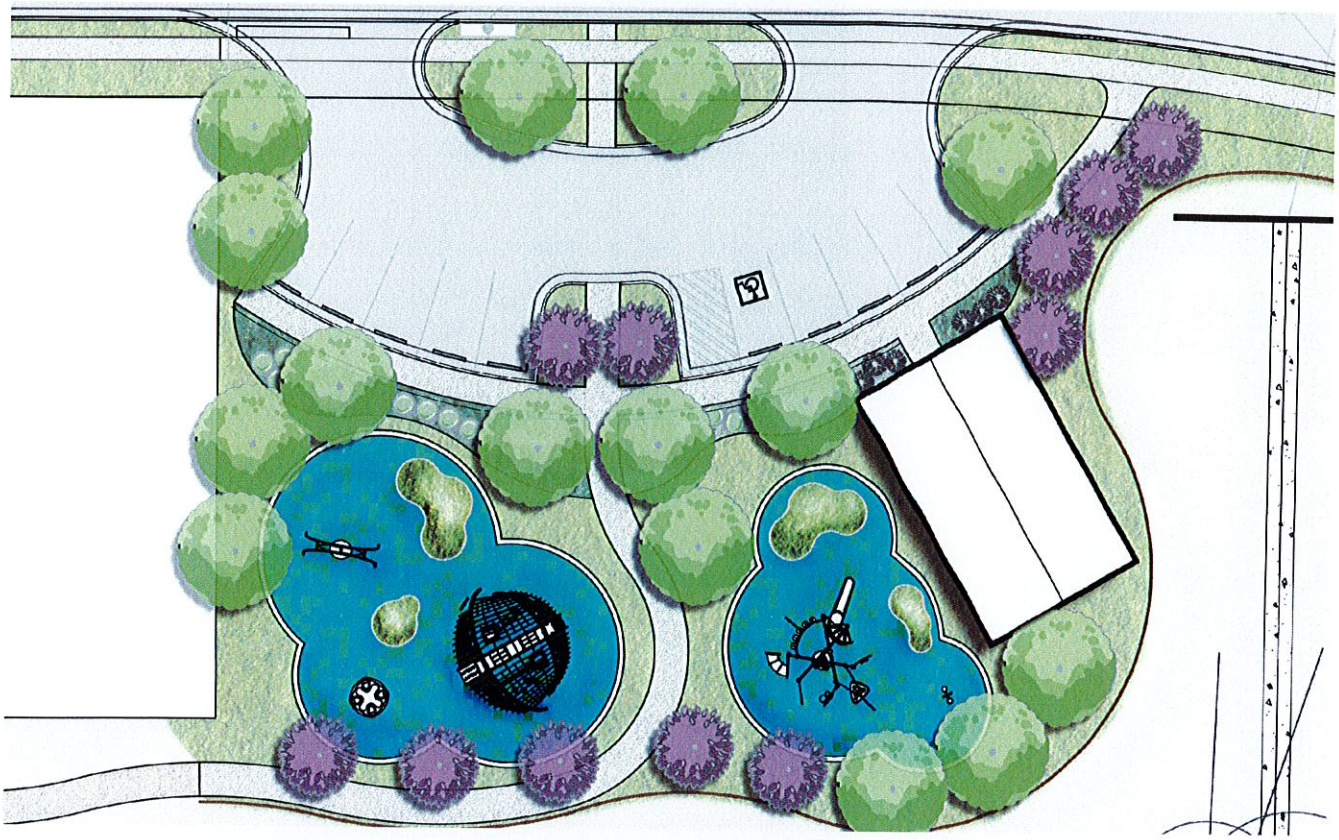




Located in the heart of Downtown Round Rock adjacent City Hall, the Sharon Prete Memorial Plaza provides local residents and visitors with a public event space home to community events throughout the year. The plaza design includes an inviting splash pad, sweeping seat walls and large turf areas to lay out, vibrant shade structures, performance areas, and spaces for public art to be displayed. This project has been a perennial favorite space for families to gather and enjoy the wonderful downtown experience only Round Rock can offer. The Prete Plaza Fountain is water conservation friendly that recirculates and filters its own water source and has very little evaporation.

CLIENT	City of Round Rock David Buzzell, Parks & Recreation Asst. Director 512.341.3345 dbuzzell@roundrocktexas.gov
SIZE	20,000 SF
BUDGET	$650,000
DATE	2012
SCOPE	Urban Design and Place-Making, Parks

PARAMOUNT COMMUNITY
Kyle, TX



BROOKLANDS COMMUNITY
Hutto, TX

WILBARGER CREEK PARK
Pflugerville, TX

As a subconsultant to Studio16:19, WGI provided electrical engineering services for the project, coordinating with the serving electrical utility to provide power to the prefabricated restroom building and site lighting. This project's specific challenge was providing electrical service at a significant distance from the service point within a tight budget. WGI was able to work with local manufacturer's and the electrical contractor to provide a unique solution that fit the project's budget and timeline requirements.

NORTHLINE DEVELOPMENT PHASE 1
Leander, TX

WGI's work on this project consists of the demolition of approximately 2,490 linear-feet of an existing street and the construction of roughly 7,600 linear-feet of new roadways, along with sewer, water, reclaimed water, dry utility, and drainage improvements. Dry utilities included 6,500 linear-feet of gas and electric lines.

WILLIAMSON COUNTY SOUTHWEST REGIONAL PARK RESTROOM
Leander, TX

As a subconsultant to Studio16:19, WGI provided electrical engineering services for the project, working with the existing Parks Headquarters building electrical supply to provide power to the prefabricated restroom building and site lighting. This project's specific challenge was routing electrical lines to avoid damaging the root systems of many mature post oaks. WGI was able to work with local manufacturer's and the electrical contractor to provide a unique solution that fit the project's budget and timeline requirements.

SUBCONSULTANT EXPERIENCE – GESSNER ENGINEERING

SOUTH MAYS STREET IMPROVEMENTS
Round Rock, TX

Gessner Engineering provided up-front geotechnical forensic investigation and engineering report for the South Mays Street project, primed by Studio16:19. The report noted two differing subgrade conditions: rocky limestone and expansive clay. As the project moves into final PS&E, Gessner Engineering's structural team will take that information to design stable wall, column, and bus shelter foundations and footings to ensure all subgrade conditions are met.

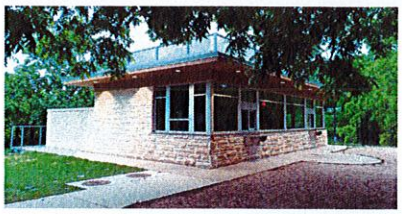
FELLOWSHIP CHURCH
Round Rock, TX

As Studio16:19 led design and construction efforts for phase 1 of a new event plaza at the Church, extreme weather conditions throughout the year (long-lasting freezing temperatures paired with intense rains) – in addition to age – caused an existing structural wall to crack and collapse. Studio16:19 brought in Gessner Engineering to provide geotechnical and structural analyses, as well as design recommendations to reconstruct a new structural wall in its place.

WILBARGER CREEK PARK
Pflugerville, TX

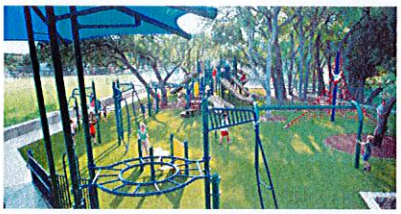
Gessner Engineering provided forensic geotechnical investigations, and recommendations for site, subgrade, fill preparation, and foundation designs. The structural design addresses the highly expansive soils on site, the span pedestrian bridges, and structural footings for pavilions and pre-fabricated restrooms.

SUBCONSULTANT EXPERIENCE – CASABELLA ARCHITECTS



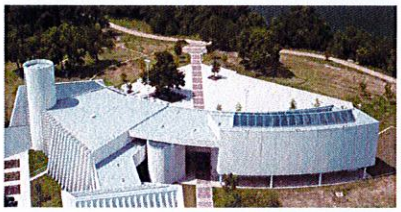
ZILKER PARK HISTORIC CONCESSION STAND
Austin, TX

Located adjacent to Barton Springs Pool, renovations of the Historic Concession Stand included the accommodation of modern mechanical equipment, all while maintaining the original building facade and masonry. CasaBella Architects delivered the project on budget and on schedule, providing site assessments, holding stakeholder meetings and public presentations, as well as full A/E design services through construction. Coordination with the Texas Historic Commission was required to provide a successful product.



EANES ISD PLAYGROUNDS AND ADA IMPROVEMENTS TO ATHLETIC FIELDS
Westlake, TX

CasaBella oversaw the renovation and new construction of playgrounds and ADA improvements across seven individual project sits for Eanes ISD. These projects were executed on consecutive contracts from 2012 to present. CasaBella's scope of work included new playgrounds, accessibility ramps, bleacher replacements, and athletic support facilities. CasaBella Architects delivered these projects on budget and on schedule.



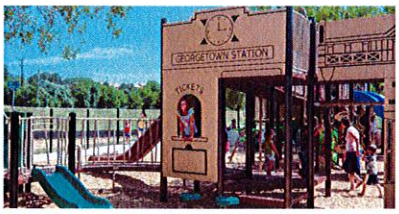
MEXICAN AMERICAN CULTURAL CENTER PHASE 1 AND 1A
Austin, TX

After completing the original design for construction in 2009, CasaBella Architects completed the Master Plan for the next phases of work. Adjacent to Lady Bird Lake, future phases would include floor plan expansion of the existing building, additional outdoor spaces and courtyards, and the building's interface with new walking and biking trails. CasaBella provided an extensive public participation process that included community meetings held in both English and Spanish, as well as coordination with the project site's archaeological assessment.

SUBCONSULTANT EXPERIENCE – CONTOUR COLLECTIVE

PARKS AND RECREATION DEPARTMENT ADA TRANSITION PLAN
Austin, TX

Contour Collective developed a comprehensive ADA transition plan for all of the City of Austin Parks Department's existing property which consisted of 94 buildings, 160 parks, and 167 miles of trails. As part of the project, a detailed analysis of the programs and services offered by the department was conducted as well as several public meetings. A series of interviews were conducted with City staff to fully understand each program and service. The scope of work also included monthly progress reports, several drafts of the ADA Transition Plan, and presentations to several Boards and Commissions, PARD Executive and Leadership Teams, and to City Council. The project was adopted in December 2016.



SIDEWALKS AND FACILITIES ADA TRANSITION PLAN
Georgetown, TX

Contour Collective provided ADA assessments of Georgetown's existing facilities, including 22 buildings, 25 parks, and sidewalks and curb ramps located in Downtown. As part of the project, the team worked closely with both the City's Department of Transportation and Parks and Recreation Department. Elaine Andersen and Andrea LaCour contracted to the firm responsible for performing all assessments in the role of Assessment Coordinator for this effort. They participated in every aspect of the assessments, from developing protocols, to performing the assessments and developing cost estimates.

MANAGEMENT AND ORGANIZATIONAL APPROACH

DOWNTOWN PARKLETS - ROUND ROCK, TX

BALANCED WORKLOAD AND AVAILABLE RESOURCES

studio16:19 maintains a balanced workload between public sector and private sector clients. This allows us to remain flexible as the economy ebbs and flows. Although the economy is robust, we continue to assess our present workload projections and maintain the correct number of staff to keep all projects on time, on budget, and to our client's satisfaction, all while keeping our expenditures low in order to grow at a responsible pace. This said, we are currently staffed to exceed our existing project workload and predict that, shall we be granted this project based on our qualifications as presented, we will be staffed accordingly to meet deadlines and schedules as those arise. Each team member is available at a utilization margin of 75% or better as required throughout the duration of the contract. When working with locally owned and operated firms such as **studio16:19**, there is a guarantee that the principals of the firm will work directly with the client to ensure the client is well-served. Not only does our reputation depend on folks having a great experience while using our services, but the clients' reputation depends on our ability to provide this principal-level expertise throughout all phases of the project. We believe this to be a unique experience that allows for a more personalized process and end product.

PROJECT MANAGEMENT PLAN

The foundation of **studio16:19**'s work plan is the project schedule. We work with the client at the start of every project to develop a project schedule that all parties can agree to. We understand that some phases, reviews, or deliverables may take more or less time than scheduled, and aim to keep the City's project manager continuously apprised of any changes in schedule. studio will work closely with all subconsultants to coordinate deadlines for all deliverables, meetings, and reviews. Our ultimate goal is to provide the City with a high-quality end product that is delivered on or under budget, on time, and meets the needs and desires of the community.

studio16:19 manages projects by beginning with a well-organized kickoff meeting that establishes a thorough understanding of the client's budget, scope of proposed improvements, time frame, and expectations. We schedule regular progress meetings to keep the project on schedule and to keep the client informed of project progress. Working in a vacuum is a recipe for project failure. We establish and update realistic opinion of probable construction costs and budgets early in the design process to ensure the project reflects fiduciary responsibility. Finally, we schedule ample document review opportunities with City staff and stakeholders at various stages of the design process to ensure goals and objectives are being met. The keys to successful project management are in communication, diligent record keeping, and being open with the client when challenges arise. We want each project to be an enjoyable experience and in order to do so, we want to minimize surprises. This is **studio16:19**'s main means of ensuring projects are delivered according to program, schedule, and budget, and are evidenced by each project experience described herein.

APPROACH TO CODE COMPLIANCE

We bring a cohesive and coordinated approach to design, problem solving, and project management that end-users and clients appreciate. We believe, and is hopefully apparent, that our design solutions are both aesthetically pleasing and pragmatic in terms of initial cost, operations, longevity, and regional propriety. With any problem or obstacle that may come up throughout the duration of a project, we brainstorm and work together as a team to bring resolve to the issues. We also believe that upfront preparedness can allieviate many issues throughout a project. **studio16:19** is experienced with working on collaborative teams involving environmental consultants to ensure biologic functions are maintained. On the Wilbarger Creek Park project, **studio16:19** considered the site soils when selecting the pre-fabricated restroom facility. Also being located within the floodplain and just outside of Wilbarger Creek's floodway, **studio16:19** had to consider the appropriate placement of site elements. We worked with FEMA and the City Floodplain Administrator to delineate the flood hazards to ensure the longevity of the park's amenities.

Our robust experience in working with municipal agencies includes park, trail, and open space projects as well as roadways, urban design, and municipal, maintenance, and public safety buildings and facilities. We are familiar with the requirements for code compliance and gaining approval by all regulatory agencies involved on park projects such as Veterans' Memorial Park expansion. All **studio16:19** projects follow and abide by City and County codes and ordinances. We are prepared to run through multiple design iterations to ensure the City is receiving an end product that meets the needs of the park program, as well as the requirements set forth in City code. As Veterans' Memorial Park is a public park, **studio16:19** will work with Contour Collective as the Registered Accessibility Specialist to ensure compliance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Because the park is bisected by the Austin Western Railroad, there may be separate regulatory requirements that will need to be considered. On recent trail projects for the City of Round Rock, **studio16:19** coordinated with Texas Department of Transportation (TXDOT) and Union Pacific Railroad to work through any concerns or conflicts between roads, rails, and trails.

POTENTIAL PROJECT MANAGEMENT CHALLENGES AND SOLUTIONS

As **studio16:19** has recently completed design and construction phase services for several Central Texas Municipal park projects, there have been a few lessons learned that we would bring forward into future projects:

1. **A consultant should escalate a project issue to city or client leadership if the problem remains stagnant at the project manager level to preserve the relationship and bring quick resolve when conflicts arise.**
   The professional services consultant world is unique as it affords the opportunity for individuals to be an equal colleague on one project and serve in a client-consultant capacity on another. This can lead to friendships within the profession that makes for potentially awkward situations when challenges arise. We as humans do not desire to jeopardize or usurp the relationship when an issue should be escalated. Instinctively, the tendency is to avoid the conflict, but we have learned over time that greater damage stems from avoiding it. A key distinction in **studio16:19**'s culture is our ability to leverage healthy tension. We encourage and embrace transparent and constructive discussions instead of retreating from them. We like to address the issue head on and quickly, and have the hard conversations for the betterment of the project and the project team. One of our values is to speak "the truth in love" as well as equip and encourage those on our team to engage in open and collaborative communication. Through this process, we can begin developing a project environment that allows our teams to hold productive and transparent conversations – in a timely manner – to resolve conflicts as they arise.

2. **The scope of a project WILL change as a project comes to fruition.**
   When the City of Pflugerville's Wilbarger Creek Park project was initially scoped for final design through construction phase services, various factors (some even external from the client and consultant project team) caused shifts and additional scope of work that were not clearly defined or identified in the agreement. Therefore, scope creep occurred on multiple items. Scope creep cannot be eliminated from projects entirely as, by nature, projects are dynamic – not static – although there are ways to mitigate. One way we have since learned to address this is to have clear deliverable milestones at 30%, 60%, 90%, and 100% to revisit the original agreement scope and deliverables for the current and impending phases. If new scope has been added or diminished, we aim to develop a clear, actionable plan on how to address these items prior to proceeding to the next phase. We can accomplish this either through additional services for the consultant, or provision of additional scope on behalf of the project and client depending on the nature of the additional task or scope.

3. **Agreements are between entities – regardless of the project management team – therefore, proactive management transition is key to a project's success.**
   We understand that over the course of a project, City staff may change as dynamic organizations ebb and flow. As consultants hired to support these dynamic organizations, we are accustomed to this as our own organizations grow and morph as well. The challenge with change in management is the loss in institutional knowledge on agreements, project parameters, and the subtleties of a project's life cycle. With this in mind, we as consultants need to remain proactive versus passive when project management changes occur on either side of the project team. We understand that if this does occur during a project's duration, it is allowable to "tap the brakes" on the project. From there, we can insert extra project reboot meetings or team building events to allow both sides to be made aware of project specifics, key roles and responsibilities, and refocus and energize the project team for success.

Our team would like to assure the City of Elgin that we are dedicated to providing quality services through principal-level involvement to ensure the City's project is delivered on time, on budget, and to the satisfaction of the client and the community. The keys to success and **studio16:19**'s approach to delivering our promise to you includes:

- **Technical Excellence** – Providing high quality work done right the first time; pairing the right solution for today's budget while remaining mindful of future growth.
- **Understanding the City of Elgin's Needs** – Listening and finding innovative solutions to the park expansion project that are interesting, interactive, and constructible.
- **Communication** – Communicating openly and clearly – with our client, community, and team.

PROJECT APPROACH AND PHILOSOPHY

SOUTH MAYS GATEWAY ENHANCEMENTS - ROUND ROCK, TX

PROJECT UNDERSTANDING

studio16:19 understands that the City of Elgin is seeking professional services for the design and construction of the Veterans' Memorial Park Expansion. We understand that the design and construction may be phased based on City financial resources and funding, but the overall park expansion design shall include play areas and a splash pad, covered stage and multi-purpose areas, site grading and drainage improvements, lighting, furnishing, signage, park equipment storage, a restroom facility, and pedestrian improvements. **studio16:19** is prepared to provide professional services to include – but not be limited to – design, construction documentation, bid document preparation and bidding and negotiation management, construction administration services, and project close-out.

The **studio16:19** Team is excited about the opportunity to guide the City through an engaging process, obtaining informed consent from the public, all while being mindful of cost efficient methods and budgets. We are currently working side by side with the City of Elgin and understand the needs of the local community. Our in-house staff have been involved in delivering numerous successful public and private projects over the years, all which have utilized city and county codes, ordinances, and development processes. We also understand the inherent social nature of people and that "people spaces" are important. If the spaces do not tell a story, reflect the ideals of those before them, or provide a connection to the visitor, then the experience will not be as memorable as it should be and thus forgotten.

We also recognize the importance of designing around existing site features that may hold significant historic or community value. The **studio16:19** team is well-versed in incorporating these features into designs. This can be as simple as historic materials or as sizeable as existing structures. For example, on the Downtown Round Rock Streetscape Improvements project, **studio16:19** worked with city and state historic commissions to ensure the materials palette of the proposed parklets reflected the historic designation and character of the Downtown Main Street District. For the Rabb Park Redevelopment Master Plan, scalloped stone walls were recreated to match the original entry walls built by the hands of community-cherished Virgil Rabb.

TEAM PROJECT APPROACH

At the onset of any project, **studio16:19** assembles, analyzes, and synthesizes all information about the project area and its demographics that are readily available. For example, on the City of Pflugerville's Wilbarger Creek Park project, **studio16:19** based project design decisions on the framework set forth in the City's recently adopted Parks Master Plan. We would use the same methodology on the City of Elgin's Veterans' Memorial Park project – utilizing the Capital Improvement Plan, existing concept plans and past uses to inform a cohesive design approach across the entirety of the park and surrounding areas. We would focus on addressing specific needs of each area, while maintaining a unified aesthetic and generating place-making strategies to create public people spaces.

Continuing through the planning and visioning process that will result in conceptual designs, the team will be able to lead and assist the City through an inspiring public engagement process to reach as much of the community as possible. Recently, on the Wilbarger Creek Park Phase 2 project, **studio16:19** held multiple in-person community events at different locations throughout the community – including the Park's Phase 1 setting – to reach many different constituents. Engaging the local neighborhood on the big picture ideas and designs slated for the Phase 2 park was a thrilling Saturday event. We were able to speak personally with more than fifty families and individuals with pets to determine the best path forward that would result in a well-received park design. With the help from the City of Pflugerville's Communications Department and Public Information Officer, we were able to reach an even wider audience through the use of an online survey as well. Social media and newsletter blasts shared the survey, meeting dates, and results so that the community as a whole could share their voice and be informed of the project process.

studio16:19 will work through improvement and phasing recommendations and priorities based on budgeting and schedule. To accomplish the project scope the **studio16:19** design team will evaluate and provide innovative design solutions. Our team is constantly striving to be experts in our fields and is able to reimagine traditional design means and methods through out-of-the-box thought processes to discover innovative solutions to our clients' design challenges.

To round out the project, we are prepared to run through multiple design iterations and multiple rounds of public engagement and community outreach to gather public and City staff concensus on the design approach. We will prepare construction and bid documents that comply with City ordinances and regulations, and that meet the desired program. We are able to provide opinions of cost at various design milestones, as well as phasing options to ensure the project can be constructed within immediate budgets. We will guide the City through scheduling, bidding, and construction administration and close-out to provide a successful end product that the City and community will appreciate.

DATA GATHERING AND EXISTING SITE EVALUATION

Understanding the existing conditions and fabric of a place are as important as soil conditions for growing a crop or creating a foundation for a building. Context sensitive design and place creation is important to the **studio16:19** team. Our extensive evaluation and documentation of all project areas will start with windshield evaluations, followed by ground truthing, and written and photo documentation. The team will then vet the physical site evaluations with the mapping and survey data to develop a comprehensive site analysis document as the basis on which to start the design and implementation process. In addition to local conditions, the **studio16:19** team is keyed-in to the ever-changing national trends and will be able to guide the City to determine what would result in a successful future.

WORKSHOPS AND PUBLIC ENGAGEMENT

studio16:19 has extensive experience in all facets of establishing and managing public outreach campaigns. Understanding the fabric of a community is critical. The **studio16:19** team examines local demographics, analytics, and constraints to develop community-based strategies to public engagement with a custom and innovative approach. Our goal is to always accommodate as much of the community as possible in order to gain maximum community participation and input. We bring together and deliver tried and true public facilitation skills, techniques, and experiences resulting in highly engaging, collaborative, "informed consent" through use of renderings and graphic visual aids for conceptual development where all stakeholders can come together with common understanding of the intent.

Our multi-faceted strategies encourage community-wide participation. Local press and news outlets are trusty go-to's, however with emerging accessibility to technology, social media, websites, and other means of online engagement, we are able to reach a broader community base. Stakeholder and focus groups, in addition to in-person town hall input and working meetings, further expand the circle of public constituents reached. Design charettes and public workshops are one of our teams most productive and effective practice techniques. We would work in close partnership with the City of Elgin's Communications Department and Public Information Officer to ensure community events and input opportunities are well advertised, and what outcomes are to be expected. All of our projects demand and receive the highest level of sensitivity to the public and engagement approaches that are tailored to the specific communities of a given place. This can be seen in many of **studio16:19**'s projects, including the Wilbarger Creek Park Master Plan (Pflugerville); Rabb Park Redevelopment Master Plan (Round Rock); Downtown Round Rock Streetscape Improvements (Round Rock); and the South Mays Street Improvements (Round Rock). **studio16:19** principals and staff have honed their public participation and presentation skills through these, as well as their many pro-bono efforts, to ensure that the plans and places they create are by and for their communities – that the public understands the need for a given plan or project, participates in developing its guiding principles, becomes invested in it, and supports its implementation. Additionally, we have worked to adapt to socially distant guidelines and will be able to reflect these changes through various public outreach and engagement campaigns.

DEVELOPMENT OF DESIGN ALTERNATIVES

The collective skills of **studio16:19**'s Team address many of the project's qualitative objectives. Every member of our team has worked on a project that has required pre-design/development, documentation, and implementation. The team has extensive experience on similar projects covering a variety of subject areas including master planning, way-finding, and regional/community park design. The projects we have designed have also allowed us to provide "budget friendly" recommendations to our clients based upon past findings and experience. **studio16:19**'s Team would utilize a similar approach on the City of Elgin's project so that we may develop the best possible design solutions for the available funds to maximize the program while keeping our eye on fiscal responsibility.

TECHNICAL RESOURCES

The staff at **studio16:19** use advanced programs and applications to create and produce throughout the design process. From conceptual and final design to construction administration and close-out, our technical programs and resources will demonstrate the use of space, scale, and design of the concepts for the City of Elgin. Our programs allow us to create beautiful mappings of parks, trails, and open space systems, as well as graphically represent data and analytics obtained through the public engagement process. One of our best "technical" resources, however, is our staff's ability to hand-render any plan or graphic to best suit the needs or look the City may desire. Our project management application is key to establishing goals and tracking the schedule of a project. This web-based application allows us to identify key milestones and ensure the project is running smoothly to anticipate challenges and provide a proactive approach and resolution.

BIDDING AND CONSTRUCTION MANAGEMENT

studio16:19 understands that the right resources need to be dedicated to projects at the right time to meet schedules and client expectations for cost and quality. For the implementation phase, **studio16:19** has an extensive amount of experience with contract and construction management. We are well versed in the preparation of contract documents and specifications for the bidding process, and understand how to work with the public to understand design drawings – particularly as they relate to highly visible and publically sensitive urban parks. We are able to post public notices to bidders, administer pre-bid meetings, monitor the bid opening, check references, prepare bid tabulations, and make recommendations to award the project. During the construction process, we perform reviews of submittals and pay applications, administer progress meetings, prepare punch-lists, determine substantial completion of the project and oversee the preparation of "As-Built" plans.

PROACTIVE APPROACH TO OPERATIONS AND MAINTENANCE

studio16:19 will consider proactive approaches for long term operations and maintenance in the planning and design processes. These ideas will make the designs distinctive and allow for the operations and maintenance challenges to be vetted simultaneously through planning and design. This proactive site development approach to stewardship will provide the following: long-term sustainability, minimize maintenance costs, improve operational efficiency, and demonstrate that sustainable resource management is environmentally and economically sound. To ensure this, **studio16:19** considers circulation and accessibility around the park, as well as low-maintenance and low-water plant material choices. On the Willow Bend Dog Park project, **studio16:19** provided multiple wide, cantilevered gates that would not only allow for ease of maintenance and maneuvering mowers around the site, but would also allow for open running room for dogs when both sides of the park are open.

QUALITY CONTROL

Our quality control procedure is pretty simple. No deliverable leaves our office without a second set of experienced eyes reviewing it. This quality control procedure begins at the very outset of the project as we prepare our fee proposal and continues to the very end with the preparation of the final punch list. We do not stop there, however. When the situation calls for it, we enlist third party reviewers – such as other industry professionals, Registered Accessibility Specialists, estimators or economists, and so on – to add another layer of quality assurance. We aim to maintain a consistent system of checks and cross-checks on every deliverable that leaves our office.

COMMUNICATION PLAN FOR CITY STAFF

We embody the spirit of collaboration. As Landscape Architects we are, by nature, collaborators. We often bridge the gap between architects and engineers, the site and its setting, the building and its environment, the end user and their connection to nature. It is true, **studio16:19** – on its own – is "strategically sized," but we are unapologetic for that as we believe it enables us to partner with folks who are the best of the best at their craft. Across multiple projects and clients – including public work – the **studio16:19** team presented for the City of Elgin's Veterans' Memorial Park Expansion project will prove time and time-again, that they are capable of providing a synergetic design partnership, and principal-level involvement where the City will remain the nucleus. Through demonstrated prior working relationships, **studio16:19** commits every collaborative effort between the design consultants and City staff.

studio16:19 recognizes that communication with City staff can prevent minor issues from evolving into project obstacles. Our plan is to keep the City's project manager informed of expectations, budgets, and schedules while ensuring quality work to allow each phase of the project to be an enjoyable experience. Jonathan Wagner, the team's Project Manager, will serve as the primary line of contact between the technical team and the City's project manager and other departmental staff engaged on the project. He will relay all information to the project team members in a timely manner to keep the project on schedule and on budget. He will have the support of Project Principal, Brent Baker, to help ensure the project runs smoothly. Our team is well-versed in City design criteria, processes, and requirements that will allow us to partner effectively and efficiently with the City to understand the City's and the Community's needs. **studio16:19** takes a proactive role in communication. It is critical that each team member be apprised of scoping and specific project related challenges. Scoping workshops with City staff develop strong understanding of a project's needs, issues, and requirements. **studio16:19** begins each project with field visits and kick-off meetings and continues to rely on written emails, video conferencing and screen-shares, and face-to-face meetings for all communications to best coordinate each team member's role throughout the duration of the project.

POTENTIAL PROJECT CHALLENGES AND SOLUTIONS

As **studio16:19** has completed more and more park design and expansion projects over the last ten years, there have been a few lessons learned that we continue to bring forward into future projects:

1. **Our goal is to always communicate openly and effectively with City staff and the general public.**
   As is the case on any project, it is always important to ensure there are project champions, as well as general public buy-in to the scope and design. Through many of our projects, **studio16:19** has led and managed public engagement campaigns to generate support, informed consent, and spark excitement over the designs. In order to maintain support for the Veterans' Memorial Park expansion, we understand the importance of designing and phasing with the local community and historic significance in mind. **studio16:19** would involve the City's Community Services Director early in the project scope, and work closely with the Department to ensure local stakeholders and constituents are apprised of the improvements to occur.

2. **Designing context-sensitive solutions.**
   Context-sensitive solutions consider community, environment, usability, and safety to see a community as a whole. We would involve all stakeholders to ensure the park's redevelopment program fits its setting. This approach preserves valued community resources and enhances aesthetic, historic, community, and environmental resources. The park serves as a buffer between many adjacent uses. To bring cohesion and community to the area, context-sensitive solutions will allow the park to serve the single-family neighborhood, Chamber of Commerce, transit lines, and nearby commerical developments. **studio16:19** would also consider safety as it relates to the bisecting railroad line. While a unique feature to the park, the tracks must be considered throughout the design to ensure safety of all visitors. Safe pedestrian crossings can be accommodated, if desired, to allow freedom of pedestrian flow across the tracks and to create one, cohesive park design.

3. **Of utmost importance is ensuring designs are accessible, legible, and utilized to the greatest extent possible by all regardless of ability, age, or size – most commonly known as "Universal Design".**
   We understand the importance of universal design and ensuring all spaces are accessible and enjoyable. Our goal is to allow for the City of Elgin's diverse population to be able to use the new park amenities side by side and as fluidly as possible. Through design experience on the Play-for-All Abilities Park, **studio16:19** is able to see the site as the larger picture to ensure all spaces are accommodating to all users.

4. **As Elgin has grown and evolved, how can we modernize while continuing to promote the ideals and stories of years-past?**
   There is a certain charm nostalgia to the existing Veterans' Memorial Park. It is important to maintain this charm and character, all while bringing systems and amenities up to current code requirements. Not only does this go hand in hand with accessibility standards and updates mentioned above, this would also apply to City regulations as it relates to screening, landscaping, parking, and more as these items were originally developed prior to current development code. Through the planning and design process on the South Mays Gateway Enhancements project, **studio16:19** accommodated for these code updates by providing private dumpster enclosures and new screen walls for utilities and "back of house" areas along the retail corridor.

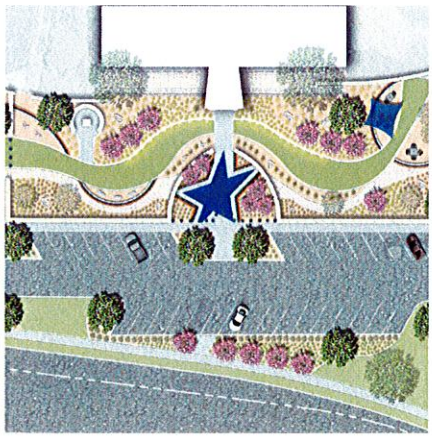
   The ultimate project goal should be to ensure that any new improvements and expansion to the park also fits within the existing context of the Veterans' Memorial, Chamber of Commerce, and the new public transportation facility. **studio16:19** has experience working with organizations and municipalities on new construction of and expansion to veteran's memorials and parks. At St. Paul the Apostle Catholic Church in Horseshoe Bay, TX, **studio16:19** provided planning, design, and construction oversight services to provide a memorial for the parish's many friends and families of military and war veterans. The Armed Forces Honor Garden includs a large water wall, sculpture, and a custom flag wall all to promote quiet contemplation and commemorate the sacrifices made by our servicemen and women. **studio16:19** provided rehabilitation plans for Patriot Plaza in Belton, TX to renovate and expand upon an existing landscape area within right-of-way. The plaza added memorial pavers, a gateway sign to the City, and plaques to celebrate local servicemen and women. Although never constructed, **studio16:19** provided planning, public involvement, and preliminary design services for a park expansion and veterans' memorial at Bulverde Community Park. The design included two memorials: the first, a sensory experience to invite children to learn about service within the Armed Forces, and the second, a contemplative plaza in the shape of a star to provide community space for reflection and rememberance.

PROPOSED PROJECT SCHEDULE

studio 16:19
design · collaborate · solve · impact

Year	2022						2023											
Month / Service Description:	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
		PRE-DESIGN					DESIGN PHASE						BID / CONSTRUCTION PHASE					
Project Administration		75 Days			180 Days						240 days							
Pre-Design Services																		
Public Engagement (If Required)		60 Days																
Tree & Topo Survey		45 Days																
Geotechnical Report		45 Days																
Design Development			45 Days															
Design Phase																		
30% Construction Documents					40 Days													
60% Construction Documents						45 Days												
90% Construction Documents							60 Days											
Agency Review & Permitting								45 Days										
100% Bid Set									30 Days									
Bid Phase Services											60 Days							
Construction Phase Services													180 Days					

REFERENCES



ROUND ROCK POLICE DEPARTMENT - ROUND ROCK, TX

CITY OF PFLUGERVILLE

Shane Mize
Director – Parks and Recreation Department
400 Immanuel Road
Pflugerville, TX 78660
512.990.6350 / shanem@pflugervilletx.gov

Wilbarger Creek Park Master Plan and North Park
Contract Term: 2015-2020 / Cost: $1.3 M

Wilbarger Creek Park Dog Park and Nature Play
Contract Term: 2021-2023 / Budget: $2 M

studio16:19 provided planning and design services for the City of Pflugerville's Wilbarger Creek Park Phase 1, and is currently working on Phase 2. **studio16:19** was responsible for vetting, validating, and refining the existing master plan and budget for the park. **studio16:19** worked with the City to complete schematic and final design – including public outreach and involvement – as well as permitting, bid phase, and construction phase services. For Phase 2 of the park, **studio16:19** is providing similar planning and design services, as well as multiple rounds of budget validation.

CITY OF BURLESON

Jen Basham
Director – Parks and Recreation Department
550 NW Summercrest Boulevard
Burleson, TX 76028
817.426.9201 / jbasham@burlesontx.com

Shannon Creek Nature Preserve Master Plan
Contract Term: 2021 / Budget: $5 M

studio16:19 provided planning and design services for the City of Burleson's Shannon Creek Nature Preserve Master Plan. To best serve the community, **studio16:19** provided upfront master plan concepts at varying cost levels to spark and inspire public discussion and input.

YMCA OF CENTRAL TEXAS

Jeff Andresen
President/CEO - Metro Offices
P.O. Box 819
Round Rock, TX 78680
512.246.9622 / jandresen@ymcagwc.org

YMCA Camp Twin Lakes
Contract Term: 2016-2021 / Cost: $500,000

YMCA CHASCO
Contract Term: 2016-2021 / Cost: $250,000 (LA Scope)

studio16:19 provided landscape architecture planning and design services for the YMCA's projects. As a long-time trusted advisor, studio has been working with the YMCA since 2011 in a variety of planning and design consultancy capacities. On both Camp Twin Lakes and CHASCO projects, studio provided landscape architecture planning and design services for conceptual and final design, as well as construction services.

CITY OF ROUND ROCK

David Buzzell
Asst. Parks Director – Parks and Recreation Department
301 Bagdad Ave., Suite 250
Round Rock, TX 78664
512.341.3345 / dbuzzell@roundrocktexas.gov

studio16:19 has provided landscape architecture planning and design services for the City of Round Rock on many projects over the years. While each unique in their own rights, studio generally has provided planning, design, and construction phase services on each of the projects mentioned.

Round Rock West Park Redevelopment
Contract Term: 2013-2014 / Cost: $450,000

Rabb Park Master Plan / Play for All Abilities Park
Contract Term: 2011-2016 / Cost: $3.2 M (LA Scope)

Brushy Creek Regional Trail Veterans Park to Rabb Park
Contract Term: 2014-2020 / Cost: $2.0 M

Lake Creek Trail
Contract Term: 2015- / Budget: $2.0 M

WILLIAMSON COUNTY

Russell Fishbeck
Director – Parks and Recreation Department
219 Perry Mayfield Boulevard
Leander, TX 78641
512.943.1922
russell.fishbeck@wilco.org

Champion Park Brushy Creek Regional Trail Section
Contract Term: 2014-2018 / Cost: $900,000

Southwest Regional Park Remote Restroom
Contract Term: 2019-2022 / Cost: $266,000

Champion Park Parking Lot Expansion
Contract Term: 2019- / Budget: $500,000

studio16:19 provided landscape architecture planning and design services for Williamson County's Champion Park and Southwest Regional Park projects. **studio16:19** provided upfront planning and alignment strategies for the Brushy Creek Trail project, as well as final design and construction phase services and an update to the park's overall master plan, including a phasing plan and budgeting. **studio16:19** recently completed design, and will provide construction phase services for the build-out of the parking expansion. **studio16:19** just recently closed-out construction on a remote restroom structure near the disc golf course at Southwest Regional Park.

GESSNER ENGINEERING REFERENCES

TEXAS A&M UNIVERSITY SYSTEM
Client: Dan McGuire
Contact: 979.458.7074 / dmcguire@tamus.edu
Project: TAMU RELLIS Campus Infrastructure Phase 1
Contract Term: 2016-2019
Contract Value: $53.5 M
Description of Work: Civil, Geotechnical, Structural, Survey

TEXAS A&M UNIVERSITY SYSTEM
Client: Todd Arenz, Energy Architecture
Contact: 832.524.5387 / todda@energyarch.com
Project: TAMU RELLIS Campus Infrastructure
Contract Term: 2016-2019
Contract Value: $53 M
Description of Work: Civil, Geotechnical, Structural, Survey

TEXAS MILITARY DEPARTMENT
Client: Arthur Garibay
Contact: 512.782.5276 / arthur.garibay2.nfg.@cfmo.mil.texas
Project: TMD Engineering IDIQ, Various Locations
Contract Term: 2014-2020
Contract Value: Varies
Description of Work: Civil, Geotechnical, Structural, Survey

PBK ARCHITECTS
Client: Darrell Pearson
Contact: 512.340.0676 / darrell.pearson@pbk.com
Project: TSTC Master Plan – Waco, TX
Contract Term: 2019-2021
Contract Value: N/A
Description of Work: Civil

BRAZOS COUNTY
Client: Fred Paine
Contact: 979.822.2127 / fpaine@brazoscountytx.gov
Project: Brazos County Engineering IDIQ
Contract Term: 2017-Present
Contract Value: Varies
Description of Work: Civil

WGI REFERENCES

HARRIS COUNTY
Client: Jeremy Rocha, PE – Director of Facilities Projects
Contact: 713.274.3600 / jeremy.rocha@fpm.hctx.net
Project: On-Call Professional Services
Contract Term: 2022-Present
Description of Work: MEP

CITY OF GRAPEVINE
Client: Scott Williams, Development Services Director
Contact: 817.360.9954 / scottw@grapevinetx.gov
Project: Parking Study and Technology Assessment
Contract Term: 2018-2022
Description of Work: MEP

CITY OF EL PASO
Client: Paul Stresow, Director of Internal Bridges
Contact: 915.747.6698 / stresowp@elpasotexas.gov
Project: Parking Study and Technology Assessment
Contract Term: 2018-2020
Description of Work: MEP

WILLIAMSON COUNTY
Client: Russell Fishbeck, Parks Director
Contact: 512.943.1922 / russell.fishbeck@wilco.org
Project: Southwest Regional Park Restroom
Contract Term: 2019-2022
Description of Work: MEP

CITY OF PFLUGERVILLE
Client: Shane Mize, Parks Director
Contact: 512.990.6350 / shanem@pflugervilletx.gov
Project: Wilbarger Creek Park
Contract Term: 2020-Present
Description of Work: MEP

CITY OF AUSTIN

Christina Bies
Parks and Recreation Department
200 South Lamar, Austin, TX 78704
512.974.9490 / christina.bies@austintexas.gov

Zilker Park Concession Stand
Contract Term: 2019-2019 / Cost: $600,000

The concession building (Zilker Café) at Zilker Park was built in 1959-1960 and is a contributing structure to the Zilker National Register Historic District. After being out of commission for three years, the City of Austin hired CasaBella Architects to renovate the historic Zilker Park Concession Stand. Upgrades included the accommodation of modern mechanical equipment while maintaining the original facade which required site assessments, stakeholder meetings, public presentations, full A/E design services through construction. The new roof and restored facades received approval from the Historic Landmark Commission. The structure overlooks Barton Springs pool and is accessible from many different paths of the park.

CITY OF AUSTIN

Kalpana Sutaria
Parks and Recreation Department
200 South Lamar, Austin, TX 78704
512.974.7225 / kalpana.sutaria@austintexas.gov

Zilker Park Maintenance Barn
Contract Term: 2020 (Design) / Cost: $1.2 M

City of Austin's Parks and Recreation Department will relocate their existing maintenance facility for Zilker Park, outside of the "historic" zone, and create a new facility that provides more storage of materials and support spaces for staff. The facility includes a warehouse building with offices, breakroom, and restrooms/showers for staff. Design also included two shed structures for additional storage capacity and parking for 25 employees.

CITY OF AUSTIN

Kevin Johnson
Parks and Recreation Department
200 South Lamar, Austin, TX 78704
512.974.9506 / kevin.johnson@austintexas.gov

Holly Shores Adaptive Reuse Feasibility Study
Contract Term: 2018 / Cost: $52,000

CasaBella Architects was selected to provide an assessment of two existing metal buildings left over from the decommissioned Holly Power Plant and to determine the potential for rehabilitation and adaptive reuse. The report included an assessment of existing conditions and made recommendations, based on architectural feasibility, for options that would meet the long range objectives for the neighborhood and site.

CITY OF AUSTIN

Kim McKnight
Parks and Recreation Department
200 South Lamar, Austin, TX 78704
512.974.9478 / kim.mcknight@austintexas.gov

Mexican American Cultural Center Master Plan
Contract Term: 2017-2018 / Cost: $143,000

The Emma S. Barrientos Mexican American Cultural Center (ESB-MACC) is an architectural icon in the City of Austin. CasaBella Architects has been involved since the inception in 2000, and again in 2018 for the Phase 2 Master Plan. The 2018 Master Plan was not intended to be an update of the master plan done in the year 2000, but rather to look at the existing campus, located within a vastly different neighborhood context, with needs that have evolved over the past 17 years. This LEED certified project is new construction of 20,000 SF, a one-acre "plaza", landscaping, and a parking lot for full build-out. This iconic facility was developed through a community stakeholder process with input from many groups, resulting in a master plan that included 3 phases of work.

EANES INDEPENDENT SCHOOL DISTRICT

Jeremy Trimble
601 Camp Craft Road, Austin, TX 78746
512.732.9040 / jtrimble@eanesisd.net

Accessible Playgrounds Upgrades
Contract Term: 2014-2016 / Cost: $7.5 M

ADA compliant playgrounds of differing sizes for five different elementary schools. Because all sites had topographic challenges, there was a need for a creative approach to allow students of differing abilities to access every corner of the playground. The projects included retaining walls, ramps, steps used for access as well are learning areas. All play areas included artificial turf, with cushioned buffing, rated for falls of up to six feet. New equipment was connected to ramps and bridges (from higher elevations) allowing wheelchairs to access the tops of play equipment. While the playgrounds exceeded ADA rules, the other key aspect was to create educational areas where children learn social lessons in community play whether it be competition at the "monkey bars", or imagination games, under the structures.

CITY OF AUSTIN
Client: Tony Arnold, PM – PARD
Address: 919 W. 28 1/2 Street, Austin, TX 78705
Contact: 512.974.6700 / tony.arnold@austintexas.gov
Project: ADA Transition Plan
Contract Term: 2015-2016
Description of Work: Contour Collective provided accessibility specialist and review services to provide the City with a plan to bring multiple of their parks facilities into compliance with ADA and TAS requirements.

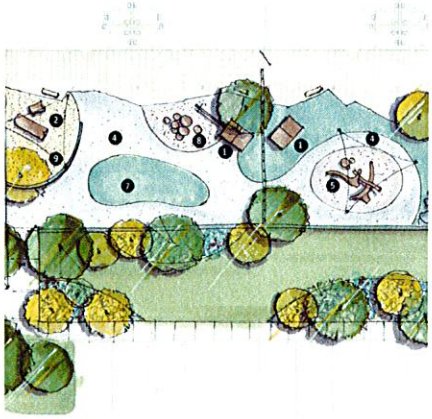
CITY OF GEORGETOWN
Client: Will Parrish, ADA Coordinator
Address: 300-1 Industrial Ave., Georgetown, TX 78626
Contact: 512.930.6597 / ada@georgetown.org
Project: ADA Transition Plan
Contract Term: 2014-2016
Description of Work: Contour Collective provided accessibility specialist and review services to provide the City with a plan to bring multiple of their parks and building facilities into compliance with ADA and TAS requirements.

BATON ROUGE EAST PARISH COMMISSION (BREC)
Client: Michael Amond, Project Manager
Address: 3201 Florida Blvd., Baton Rouge, LA 70806
Contact: 225.273.6405 / mamond@brec.org
Project: ADA Transition Plan
Contract Term: 2014-2016
Description of Work: Contour Collective provided accessibility specialist and review services to provide the Parks Department with a plan to bring multiple of their parks facilities into compliance with ADA and TAS requirements.

WILLIAMSON COUNTY
Client: Russell Fishbeck, Parks Director
Address: 219 Perry Mayfield Boulevard, Leander, TX 78641
Contact: 512.943.1922 / russell.fishbeck@wilco.org
Project: Southwest Regional Park Remote Restroom / Champion Park Parking Lot Expansion
Contract Term: 2019-2022 / 2019-Present
Description of Work: Contour Collective provided accessibility review services on the Studio16:19 team for the new construction of two of the County's 2019 Parks Bond Projects.

INTERMANDECO
Client: Brett Corwin, Project Manager – Central TX Division
Address: 219 Perry Mayfield Boulevard, Leander, TX 78641
Contact: 512.434.9684 / brett@intermandeco.com
Project: Paramount Community, Kyle, TX / Brooklands Community, Hutto, TX
Contract Term: 2019-2022 / 2019-Present
Contour Collective provided accessibility review services on the Studio16:19 team for the new construction of Paramount (Kyle) and Brooklands (Hutto) communities park amenities.

ADMINISTRATIVE REQUIREMENTS



ACTT EDUCATION CENTER/NATURE PLAY - LIVINGSTON, TX

LICENSING

studio16:19 is legally registered as a Limited Liability Corporation in the State of Texas (Firm No. BR989). Individually licensed professionals are listed out below:

Brent A. Baker, PLA, ASLA, CLARB	Registered Landscape Architect: Texas #2098 CLARB #1503
Jonathan Wagner, RLA, LI, ASLA	Registered Landscape Architect: Texas #2718 Licensed Irrigator: Texas #20080
Brad Sims, LI	Licensed Irrigator: Texas #23623
Yorvin Moreno, RLA, LI	Registered Landscape Architect: Texas #3642 Licensed Irrigator: Texas #24308
Susan Curp, RLA	Registered Landscape Architect: Texas #2990

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Watkins Insurance Group-Austin
3834 Spicewood Springs Rd, Ste. 100
Austin TX 78759

CONTACT NAME: Michelle Ziats
PHONE (A/C, No, Ext): 512-452-8877 **FAX (A/C, No):** 512-452-0999
E-MAIL ADDRESS: mziats@watkinsinsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Admiral Insurance Company	24856
INSURER C : The Hartford	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STUD161-01
Studio 1619 LLC
305 W. Liberty Ave, Suite 100
Round Rock TX 78664

COVERAGES

CERTIFICATE NUMBER: 1641276831 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			65SBATB6822	10/14/2021	10/14/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			65SBATB6822	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			65SBATB6822	10/14/2021	10/14/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65WECAP3DRG	12/6/2021	12/6/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Business Personal Proeprty Professional Liability			65SBATB6822 EO000050238-03	10/14/2021 10/14/2021	10/14/2022 10/14/2022	Limit Each Claim Annual Aggregate	297,100 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For Informational Purposes

CERTIFICATE HOLDER

Reference Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patrick T. Watkins

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