



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
October 22, 2024
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing to review performance and obtain comments regarding the 2021 Texas Community Development Block Grant (CDBG) Contract CDV21-0026**

VI. PUBLIC COMMENT

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

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

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

attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

VII. CITY MANAGERS REPORT

- 1. Flock Safety Cameras Update & Crime Statistics Comparison for 2022 - To Date**
- 2. Residential Curbside Collection of Solid Waste and Recyclables Services**
- 3. Emergency Medical Services (EMS) Council Committee Report**
- 4. Upcoming City Council Meeting Schedule**
- 5. General Activity Report and/or Project Update**

VIII. CONSENT AGENDA

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

IX. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS AMMENDING THE TRAFFIC CODE BY REDUCING THE RATE OF SPEED ON SECTIONS OF FM 1100 AND SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY; THEREFORE, DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING ORDINANCES OR RESOULUTIONS.**
- 3. AN ORDINANCE TO UPDATE THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR GENERAL AND SPECIFIC OPERATIONS REQUIRED TO SATISFY SERVICE NEEDS OF THE CITY; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.**
- 4. AN ORDINANCE AMENDING CHAPTER 6, ARTICLE IX, SECTION 6-265; AMENDING CHAPTER 6, ARTICLE XI, SECTION 6-330, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**
- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE AN APPLICATION TO THE TEXAS DEPT. OF MOTOR VEHICLES – MOTOR VEHICLES CRIME PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.**

X. EXECUTIVE SESSION

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

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

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

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

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, October 18, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Peyton Standifer". The signature is stylized with a large, looped initial "P" and a cursive-style name.

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing to review performance and obtain comments regarding the 2021 Texas Community Development Block Grant (CDBG) Contract CDV21-0026

DEPARTMENT: CMO

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

1. Elgin Figure A1 Map - Project Map - FINAL
2. Exh A - Performance Statement
3. Exh B - Budget

{ } 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.

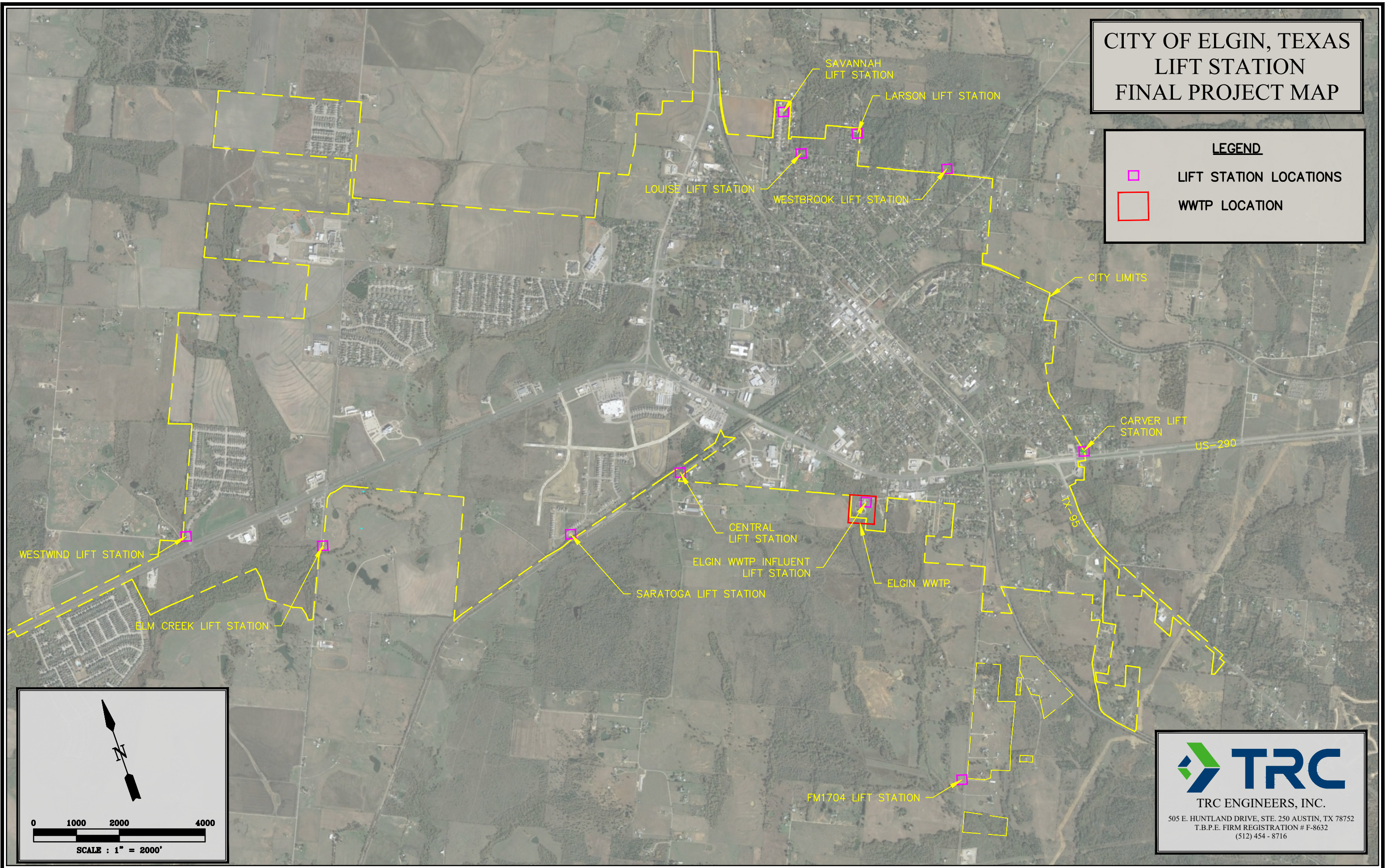
Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

CITY OF ELGIN, TEXAS LIFT STATION FINAL PROJECT MAP

LEGEND


LIFT STATION LOCATIONS


WWTP LOCATION





TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

City of Elgin - 03J

Grant Recipient shall address the following local need:

Lack of centralized monitoring for water system resulting in service disruptions.

Grant Recipient shall complete the following work:

Install one (1) central communications server, Supervisory Control and Data Acquisition (SCADA) equipment at twelve (12) facilities, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Westwind Lift Station, Elm Creek Lift Station, Central Lift Station, Savanna Cove Lift Station, Louise Lift Station, Larson Lift Station, Westbrook Lift Station, Saratoga Lift Station, Carver Lift Station, FM 1704 Lift Station, Elgin Wastewater Treatment Plant Influent Lift Station, and Elgin Wastewater Treatment Plant. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure. A1, Figure A1 controls.

These activities shall benefit 8,090 persons, of which 4,695 or 58.03 percent are of low- to moderate-income.

Exhibit B**Budget****A. Approved Budget**

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	\$261,750.00
Engineering	\$55,000.00
Admin	\$33,250.00
Total Grant Awarded	\$350,000.00
Committed as Match	\$70,000.00
Match Ratio	20.00%

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 5/3/2021, and if Grantee complied with all requirements for the release of such funds.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Flock Safety Cameras Update & Crime Statistics Comparison for 2022 - To Date

DEPARTMENT: Police

PROPOSED ACTION: An update and discussion as appropriate relating to the Flock Safety Cameras being utilized by the Elgin Police Department, and crime statistics for the past three years.

BACKGROUND:

The City Council previously approved the Elgin Police Department to enter into a 24-month service agreement with Flock Safety for the installation and use of Automated License Plate Readers in the city limits. The Flock Safety Cameras were installed and operational in March 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Discussion as appropriate relating to the Flock Safety Cameras and the Crime Statistics presented

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: Residential Curbside Collection of Solid Waste and Recyclables Services

DEPARTMENT: Executive

PROPOSED ACTION: Residential Curbside Collection of Solid Waste

BACKGROUND:

The City currently provides for the curbside collection of solid waste and recyclable materials for all city residents through a service agreement with Waste Management. The existing seven-year contract expires next September (2025).

The staff anticipates moving forward through a standard process whereby the various options are reviewed, ultimately resulting in a recommendation to the Council as to the best choice in maintaining or upgrading such services moving forward.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Discussion of residential curbside collection of solid waste and recyclables services; and direction to staff, if any, regarding same.

ATTACHMENTS:

1. ORD18-2-6-23 Agreement 7 Years- Republic Services
2. Republic SWContract91812

{ } 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. 2018-2-6-23

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS GRANTING, UPON FINAL EXECUTION BY THE MAYOR, AN AMENDED AND EXTENDED FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR A SEVEN (7) YEAR TERM COMMENCING ON THE EFFECTIVE DATE; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE EXTENSION OF SUCH FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on September 18, 2012 the City of Elgin (“City”) entered into a contractual agreement (“CONTRACT FOR SOLID WASTE DISPOSAL AND COLLECTION SERVICES”) with BFI Waste Services of Texas, LP, dba Allied Waste Services of Austin, now known as Republic Services (“Contractor”), for solid waste collection, recycling and disposal services, as extended by Resolution No. 2015-05-05-03 (“Contract”); and,

WHEREAS, the City Council for the City of Elgin (“City Council”) is now agreeable to the extension and amendment of said Contract under certain terms and conditions; and,

WHEREAS, the effective date of the extended term shall begin on March 1, 2018 and end on September 15, 2025; and,

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

Section 1. Findings. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Agreement. In consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledges, the parties agree as follows:

1. **Term of Agreement.** **Section 17.00** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“The term of this Agreement shall be for a period of seven (7) years, commencing on March 1, 2018 (the “Effective Date”) until September 15, 2025. On or before January 1, of the final year of the contract, the parties may, upon agreement, extend the Contract on a year-by-year basis for up to two (2) additional one-year terms, with terms and conditions for the extension stated herein.

2. **Types of Collection.** **Section 2.01** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“Residential Units will be provided with a 96-gallon capacity wheeled and lidded Polycart for weekly Garbage service. All trash materials must fit within the Polycart with the lid fully closed. Only the cart contents will be collected. Residential units will also be provided with a 96-gallon capacity wheeled and lidded Polycart for every-other-week recycling collection. All Recyclable Materials must fit within the Polycart with the lid fully closed. Only the Polycart contents will be collected. Recycling collection will occur on the same day as Residential Garbage collection.”

Section 2.03 of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“Brush/Bulky Wastes Collection will be provided once per quarter. The City and Contractor will provide a calendar to the residents with the scheduled quarterly Brush/Bulky Waste pickup dates. Bulky Waste pickup will be completed on a door to door basis and each Bulky Waste pickup is limited to three (3) cubic yards. All Bulky Waste items must be placed within three (3) feet of the curb and away from any overhead lines or physical obstructions. Bulky waste does not include Unacceptable Waste, Construction Debris, stumps, tree trunks or limbs exceeding three (3) inches in diameter or more than three (3) feet in length. All such Brush/Bulky Wastes will be collected on the scheduled quarterly day of each customer’s normal trash collection day; and all such collection will be completed by the Contractor within the twenty-hour period of the scheduled quarterly collection day, unless otherwise agreed to by the City Manager.

3. Contract Rates for Service. **Section 23.00 Contract Rates for Service** is hereby added to the Contract as follows:

“The monthly rate for service for weekly residential solid waste collection, every other week recycle and quarterly bulk is \$13.27 per resident. This price shall remain in effect for the first 12 months of the contract. Beginning on April 1, 2019 and every year thereafter, rates will be adjusted according to the agreed upon Annual Rate Adjustment in Section 18.00.”

4. Annual Rate Adjustment. **Section 18.00** of the Contract as referenced herein will be deleted in its entirety and replaced as follows:

“A one-time increase in the monthly Residential rate from \$13.27 to \$16.25 per resident will take effect on April 1, 2019. Beginning on October 1, 2019, Residential rates will be adjusted upwards by 2.85% per year for years 2 through 7 of this Contract. Beginning on October 1, 2019 and every year thereafter, Commercial Rates will be adjusted to reflect changes in the Bureau of Labor Statistics Water, Sewer and Trash Index. These annual increases shall have a minimum increase of 2% with an annual cap of 5%.”

5. No Israel Boycott. **Section 23.00 No Israel Boycott** is hereby added to the Contract as follows:

“Contractor hereby verifies that the Contractor does not boycott Israel and will not boycott Israel through the term of the Contract. In making this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.”

Section 3. Authorization. The City Council hereby authorizes the Mayor to finalize and execute, through the appropriate documentation instrument, the Contract with Republic Services as described by this Ordinance. No such agreement as contemplated by this Ordinance shall be considered binding until the proper documentation has been created whereby both parties thereto specifically acknowledge, accept, and agree to all terms and conditions of the amended and extended Franchise Agreement and/or Contract.

Section 4. Severability. The provisions of this Ordinance are severable, and if any court of competent jurisdiction enters a final order which holds that any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is invalid, illegal, or otherwise unenforceable, then any such portion shall be deemed a separate, distinct and independent provision, and any such ruling shall not affect any other provision of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable, and that all said remaining provisions shall continue in full force and effect.

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

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage.

PASSED AND ADOPTED this 6th day of February 2018



CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:


AMELIA SANCHEZ, City Secretary

CONTRACT FOR SOLID WASTE DISPOSAL
AND COLLECTION SERVICES

 COPY

THIS CONTRACT, is made and entered into this the 18 day of September, 2012, by and between the **City of Elgin, Texas**, a municipal corporation in Bastrop County, Texas (hereinafter called the "City"), and **BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Austin** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the City has negotiated in good faith with the Contractor for the services herein provided for; and

WHEREAS, the City Council finds and determines that the contract and offer made by the Contractor offers the lowest cost and provides for good and acceptable services, and standards for performance;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a franchise and contract by the City for the collection and disposal of Solid Waste and recyclable materials within the territorial jurisdiction of the City and the Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste and recyclable materials collection, removal, and disposal services for all Residential and Commercial Customers as specified and to perform all of the work called for and described in the Contract Documents. The Contractor is granted a franchise and license to use the City streets and public right-of-ways to provide the services authorized pursuant to this Contract. The term of such franchise and license shall be only for the initial and any extended term of this Contract. Renewal and extension of such license and franchise shall be solely in the discretion of the City Council, and the license and franchise shall terminate automatically upon the termination of this Contract.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:
 - (a) The attached General Specifications.
 - (b) The Resolution of the City authorizing the work and services contemplated herein.
 - (c) Certificates of Insurance.
 - (d) The attached Rates for Collection and Disposal of Refuse and Recycling.
 - (e) Any addenda or changes to the foregoing documents agreed to by the parties subject hereto, and approved by the governing body of the City.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent

of the parties, and the approval by vote of the governing body of the City. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

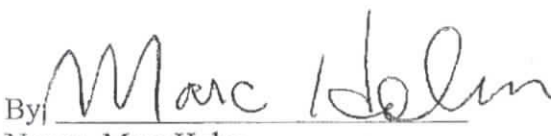
4. This Contract is entered into subject to the following conditions:

- (a) Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- (b) Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor.
- (c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then, such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion thereof within the Contract Document; provided that, if Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City, be terminated and become null and void.
- (d) Contractor shall pay a license, permit and franchise fee to the City, during the initial and any extended term of this Contract, equal to ten percent (10%) of its gross receipts from all roll-off and special collection services in the City. The 10% franchise fee shall be in addition to a specified rate for each service provided. Such franchise fee shall be paid to the City by Contractor quarterly in arrears, on or before the twentieth (20th) calendar day after the end of each calendar quarter. For the purposes of this Contract, the four calendar quarters shall, respectively, end on the last day of December, March, June, and September each year.

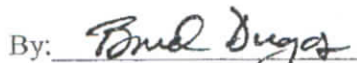
IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Elgin, Texas, as of this the 18 day of September, 2012.

By: 
Name: Greg Vick
Title: City Manager

City of Elgin

By: 
Name: Marc Holm
Title: Mayor of Elgin

BFI Waste Services of Texas, LP

By: 
Name: BRAD DUGAS
Title: AREA PRESIDENT

Attest:


Shirley Garvel, City Secretary
City of Elgin

SOLID WASTE AND RECYCLE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags
- 1.02 Bin (Commercial/Industrial)
- 1.03 Bin (Residential Recycling)
- 1.04 Brush
- 1.05 Bulky Wastes
- 1.06 Bundle
- 1.07 City
- 1.08 Commercial and Industrial Refuse
- 1.09 Commercial and Industrial Unit
- 1.10 Commercial Hand Collect Unit
- 1.11 Commodity
- 1.12 Commodity Buyer
- 1.13 Construction Debris
- 1.14 Container (Refuse)
- 1.15 Contract Documents
- 1.16 Contractor
- 1.17 Customer
- 1.18 Dead animals
- 1.19 Disposal site
- 1.20 Garbage
- 1.21 Hazardous Waste
- 1.22 Landfill (Sanitary)
- 1.23 Premises
- 1.24 Polycart
- 1.25 Recyclable Materials
- 1.26 Recycling Container
- 1.27 Refuse
- 1.28 Residential Garbage
- 1.29 Residential Unit
- 1.30 Rubbish
- 1.31 Special Waste
- 1.32 Solid Waste
- 1.33 Stable Matter
- 1.34 Unacceptable Waste
- 1.35 Unusual Accumulated

2.00 TYPE OF COLLECTION

- 2.01 Residential Collection
- 2.02 Commercial and Industrial Accounts
- 2.03 Brush/Bulk Wastes Collection

- 2.04 Unusual Accumulations Collection
- 2.05 Disaster Assistance
- 2.06 Special Bulky Waste Collection
- 3.00 OPERATION
 - 3.01 Hours of Operation
 - 3.02 Hours of Disposal
 - 3.03 Routes of Collection
 - 3.04 Holidays
 - 3.05 Complaints
 - 3.06 Collection Equipment
 - 3.07 Disposal
 - 3.08 Spillage
 - 3.09 Vicious Animals
 - 3.10 Hazardous Waste
 - 3.11 Protection From Scattering
- 4.00 LICENSE AND TAXES
- 5.00 INDEMNITY
- 6.00 RIGHT OF TERMINATION
- 7.00 TRANSFERABILITY OF AGREEMENT
- 8.00 OWNERSHIP
- 9.00 MUNICIPAL FACILITIES
- 10.00 BOOKS AND RECORDS
- 11.00 TERMINATION FOR CAUSE
- 12.00 COMPLIANCE WITH LAWS AND REGULATIONS
- 13.00 NOTICES
- 14.00 FORCE MAJEURE
- 15.00 SEVERABILITY
- 16.00 VENUE
- 17.00 TERM OF CONTRACT
- 18.00 ANNUAL RATE ADJUSTMENT
- 19.00 COMMUNITY EVENTS

20.00 RECYCLING

21.00 EVIDENCE OF INSURANCE

22.00 BILLING FOR ROLL OFF AND SPECIAL SERVICES

DEFINITIONS:

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

* 1.06 Bundle: Tree, shrub and brush trimmings tied together forming an easily handled package not exceeding four (4) feet in length and newspaper and magazines tied together. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards or 50 lbs. in weight.

1.07 City: The City of Elgin.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.14 Container (Refuse): A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.15 Contract Documents: The Contractor's Proposal, General Specifications, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.16 Contractor: BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Austin the firm designated by the City for the collection, transportation, and/or disposal of the Solid Waste and recyclable materials collection and processing.

1.17 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.18 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

1.19 Disposal site: See Landfill (Sanitary).

1.20 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Unacceptable Waste, Rubbish or Stable Matter.

1.21 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

1.22 Landfill (Sanitary): A permitted Texas Class I landfill or any other alternate, duly permitted sanitary landfill as selected by Contractor and approved for use by City unless otherwise specified by the City of Elgin.

1.23 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

1.24 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated Solid Waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

1.25 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, aluminum cans and metal (tin) cans.

1.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.

1.27 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

1.28 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.29 Residential Unit: A dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.30 Rubbish: Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

1.31 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.

1.32 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable

federal, state and local laws, regulations and permits governing each. Solid Waste does not include Unacceptable Waste.

1.33 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.34 Unacceptable Waste. All Hazardous Waste, Special Waste, highly flammable substances, Hazardous Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

1.35 Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of Garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; and (c) large, heavy, or bulky objects such as furniture or appliances.

2.00 TYPES OF COLLECTION

2.01 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection of Solid Waste shall occur a minimum of once weekly with a minimum of two (2) full days between each, unless otherwise specified. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2.02 Commercial and Industrial Accounts: Contractor shall collect and remove Solid Waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a commercial bin, that bin should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Locking containers may be provided for customers at the customer's request and that cost passed on to the customer.

*2.03 Brush/Bulk Wastes Collection: In addition the Contractor shall provide every other week curbside collection service for Brush/Bulky Wastes and/or Bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.04 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances; provided, however, that the Contractor shall have no obligation to collect Unacceptable Waste that may be included in the unusual accumulations

2.05 Disaster Assistance: Contractor at the City's request shall provide disaster recovery assistance to City. Examples of disaster recovery assistance include but are not limited to collection and disposal of material resulting from fires, natural flooding and hurricane events. Contractor shall provide these services and be compensated in accordance with terms of Clause 14 Force Majeure. However, Contractor will not be responsible for the collection and disposal of hazardous materials or special wastes as defined herein. This clause does not create an exclusive disaster assistance agreement between the City and Contractor.

2.06 Special Bulky Waste Collection: Contractor agrees to provide the City with a maximum of twelve (12) special bulky waste collections free of charge during each twelve (12) month period that the contract is in effect. Each special bulky waste collection under this provision shall be address specific and each separate address specific request shall be considered a different collection.

3.00. COLLECTION OPERATION

3.01 Hours of Operation: Collection of Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

3.02 Hours of Disposal: Contractor shall dispose of Solid Waste within the operating hours of disposal site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations. Contractor shall not provide residential collection service one-half (1/2) hour before the beginning of or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to any school campus.

3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday if the contractor has notified the City in writing at least one hundred and eighty (180) days prior to the holiday that service will be suspended for that holiday. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.**

Contractor shall provide a schedule of holidays at the commencement of each calendar year which identifies the actual holiday dates and specific alternate collection days as required.

3.05 Complaints: At a minimum, customer complaint procedure shall provide that any customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Garbage from accounts serviced by Contractor in accordance with this Contract. Collection of Garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. In the event of motor vehicle fluid leaks or leaks from waste matter Contractor shall clean spilled materials in a manner acceptable and in accordance with environmental standards. The above cleaning shall also include staining and discoloration of streets.

3.07 Disposal: The Contractor shall deliver Solid Waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.

3.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at

the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

3.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.10 Hazardous Waste: Contractor shall not be obligated to pick up Hazardous Waste or Unacceptable Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

3.11 Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5.00 INDEMNITY

To the fullest extent permitted by law, the Contractor shall and does hereby fully and completely indemnify and hold harmless the City and its Officers, Directors, Agents and Employees from and against any and all claims, costs, demands, suits, judgments, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, and interest, arising directly or indirectly out of or resulting from the willful or negligent acts or omissions of the Contractor in the performance or failure to perform the work required under this Contract for (a) any and all injuries, including death, to persons and any and (b) all damage to personal or real property. This obligation shall not be construed to negate or reduce any other right or obligation of indemnity that would otherwise exist. This indemnification and hold harmless requirement shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts.

6.00 RIGHT OF TERMINATION

Notwithstanding the other provisions in this contract, the City reserves the right to terminate this Contract at any time whenever the service provided by Contractor fails to meet the reasonable standards of the trade, after City provides written notice to Contractor pursuant to Section 12:00 of this contract. Upon termination, City may call the Performance Bond and/or utilize any other remedy allowed by law.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for Unacceptable Waste shall at no time pass to Contractor or the City, and shall remain with the generator of such waste.

9.00 MUNICIPAL FACILITIES

The Contractor will provide waste collection services to all City building and facilities and special events at no cost to the City. The City reserves the right to revise locations, container sizes and frequencies.

10.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

11.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may

terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

12.00 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor understands, acknowledges, and agrees the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the non-confidential portions of the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Section shall be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, Contractor shall comply with the following laws:

- (i) Occupational Safety and Administration
Contractor will warrant that any work performed on City property or in a location partially or entirely under (Contractor's) control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.
- (ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Contract.
- (iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at:	310 North Main Street Elgin, Texas 78621 ATTN: City Manager
If to the Contractor at:	3424 FM 973 Del Valle, Texas 78617 Attn: <u>General Manager</u>

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a fire, flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, fire, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 VENUE

This contract is performable in Bastrop County, Texas and venue for all causes of action shall be in Bastrop County, Texas.

17.00 TERM OF CONTRACT

This Contract shall be renewed for a term of three (3) years with a mutual option to extend the term for an additional two (2) year period.

18.00 ANNUAL RATE ADJUSTMENT

The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Water and Sewer and Trash Collection Services and the Producer Price Index "Diesel" ("Number 2 Diesel"), both as published by the U.S. Department of Labor, Bureau of Labor Statistics. At the beginning of the first month of the second year of the contract, and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to 80 percent of the net percentage change of the Water and Sewer and Trash Collection Index plus 20 percent of the net percentage change of the Diesel Index. All percentage changes are to be computed as the difference between the 12 month average of index values (beginning August of the preceding year prior to the commencement of the contract) and the average of the monthly index values for the twelve month period prior to the rate modification date divided by the average of the monthly indexes for the first full year prior to commencement of the contract. The resulting total percentage change is applied to the rates as of the effective date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract. There shall however be an annual cap of 2% for the Consumer Price Index adjustment. The first such adjustment, if applicable, would be in January 2014.

The Contractor reserves the right to petition the City to recover unforeseen costs caused by changes in government regulation, ordinances, government fees, taxes, or fuel spikes. Any adjustment pursuant to such requests shall be at the sole discretion of the City. The Contractor agrees to waive any rights for third party mediation related to disputes related to rate provision of this contract.

19.00 COMMUNITY EVENTS

Contractor will provide free disposal and recycling containers for community events such as Western Days, Hog Eye Festival, Relay-for-Life, TML, and other traditional community events.

20.00 RECYCLING

Contractor will provide for each Residential customer up to two (2) recycling containers of a minimum size of 18 gallons. The cost for recycling for Residential customers is included in the cost for Solid Waste collection and disposal and no extra will be charged.

Contractor will provide for each Commercial customer requesting said service either a 4 or 8 cubic yard commercial recycling container at a rate that is 25% lower than the rate for trash service.

Paper, cardboard, magazines, junk mail, paper bags, aluminum and steel cans and all plastic containers #1 and #2 may be commingled in recycling containers for ease of participation. No glass will be collected in the recycling program.

21.00 EVIDENCE OF INSURANCE

The contractor will indemnify and save harmless the city, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in performance of the contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the city before commence of work hereunder.

Minimum Limits of Insurance

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall Cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

Comprehensive Auto Liability- \$1,000,000
Bodily Injury

Comprehensive Auto Liability- \$500,000
Property Damage

22.00 BILLING FOR ROLL OFF AND SPECIAL SERVICES

Contractor is responsible for billing on all roll off and special services that contractor provide under this agreement.

RATES FOR COLLECTION AND DISPOSAL OF REFUSE FOR THE CITY OF ELGIN

BFI Waste Services of Texas, LP ("Contractor") the undersigned contractor, hereby agrees to the following prices for the services listed below:

Residential Curbside Refuse Collection

Contractor will provide curbside collection service of residential refuse and waste to each Residential Unit as follows:

*One time per week [one cart]	\$12.75
*One time per week [two carts]	\$15.32
Door Side/Special Needs Customers	\$10.37
Senior Citizens [65 and over]	\$10.37

Such service shall be provided by the use of 95 gallon cart containers supplied by the Contractor. The prices includes the curbside collection and shall be limited to cart content and three additional yard waste type bags of residential refuse on each pickup/service day.

Commercial Refuse Collection

Contractor will provide collection service of Commercial refuse and waste for multi-family dwellings, apartment projects, commercial and industrial customers as follows:

(1) Commercial hand pickup customers will be supplied with the same type of cart containers as are Residential Units. The same curb side policy and bulk items policy will also apply to this category. The rates and charges for customers in this category are as follows:

*Collection once per week	[one cart]	\$14.40
Collection once per week	[two carts]	\$21.60
Collection twice per week	[one cart]	\$22.60
Collection twice per week	[two carts]	\$35.90

(2) Commercial customers producing a volume of Solid Waste in excess of an average of 190 gallons per week will, at Contractors discretion, be served as follows:

(a) *Collection and disposal service to Customers will be provided with dumpsters provided and maintained by the Contractor according to the following:

Size	1 x wk.	2 x wk.	3 x wk.	4 x wk.	5 x wk.
2 yd.	\$ 50.39	\$ 75.58	\$ 100.70	\$125.95	\$151.15
3 yd.	\$ 57.60	\$ 86.37	\$ 115.19	\$143.96	\$172.74
4 yd.	\$ 64.77	\$ 87.17	\$ 129.55	\$161.94	\$194.32
6 yd.	\$ 86.37	\$ 129.59	\$ 172.74	\$215.91	\$259.10
8 yd.	\$115.19	\$ 172.74	\$ 239.32	\$287.79	\$345.59

(b) The following rates and fees shall be applicable to Commercial Customers and others requiring service at a level in excess of the highest level provided above to be made available with dumpsters. These services will be via roll-off container as follows (w/10% FF):

- (i) Delivery fee for all sizes = \$ 127.55
- (ii) Daily rental fee for all sizes = \$4.03 per day;
- (iii) 20 yd. \$399.85 per haul
- (iv) 30 yd. \$427.92 per haul
- (v) 40 yd. \$484.04 per haul
- (vi) Additional Fees for Roll-Off work
 - (A) Double Handle Fee = \$30.00
 - (B) Overload Fee = \$37.00 per ton over 10,000 tons per roll off container

(c) The City will receive a 10% discount on any permanent roll off.

Bulk, Construction and Stable Material

Contractor will provide for the special collection from residential units of bulky waste not eligible for curbside pickup, for a negotiated cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable matter will be hauled at a rate to be determined by container size. Contractor and producer of the waste will negotiate total charge prior to collection. Contractor will not provide for the special collection of hazardous waste.

Municipal Services

All designated municipal locations shall be serviced with an appropriate sized dumpster or and adequate number of 95 gallon containers at no charge. Routine Roll-off services shall be provided to the city at a 10% discount off the rates listed above. Deliver fees and daily rental shall not apply to Municipal Services.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Emergency Medical Services (EMS) Council Committee Report

DEPARTMENT: Executive

PROPOSED ACTION: An update and discussion as appropriate relating to the Emergency Medical Services (EMS) Council Committee

BACKGROUND:

The Emergency Medical Services (EMS) Council Committee was appointed by Mayor McShan on June 18 and changed with the responsibility to review all aspects and options for the City of Elgin as it relates to future emergency medical services within the City.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Discussion as appropriate relating to the Emergency Medical Services (EMS) Council Committee

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Upcoming City Council Meeting Schedule

DEPARTMENT: Executive

PROPOSED ACTION: Review and discussion of Council Meeting schedule; and direction to staff regarding same.

BACKGROUND:

Due to various factors including holidays and the rescheduling of the November Regular Meeting due to an Election Day conflict, a review of the upcoming City Council Meeting schedule through the end of the 2024 calendar year is in order.

The next Regular Meeting of the City Council is Tuesday, November 12. Following our standard two-week schedule, the following Council Meeting would be the week of Thanksgiving. Most often in the past, the Council has avoided scheduling a meeting on this holiday week.

Returning to our routine 1st and 3rd Tuesday schedule, the first meeting in December would be Tuesday, December 3; with the second meeting on Tuesday, December 17. Again, it has often been the case in the past that the Council has canceled its second meeting in December due to the holidays.

This item is for general discussion as to the anticipated meeting schedule through the end of the year so that staff can plan accordingly.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of the upcoming Council Meeting schedule; and direction to staff as appropriate regarding same.

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: General Activity Report and/or Project Update

DEPARTMENT: Executive

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

DEPARTMENT: Executive

PROPOSED ACTION: Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

BACKGROUND:

Discussed at previous meetings; City staff has faced a number of challenges over the last 3 years in recruiting and retaining qualified employees to serve as a traditional Director of Finance. This is a common issue in today's job market, as many other cities have dealt with the same problem.

In response to this situation, the staff has developed a plan to secure high-level consulting and management support for all accounting and finance-related operations through a Professional Services Agreement with Gradient Solutions Corporation of Mansfield, Texas.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

ATTACHMENTS:

1. ResAuth Gradient1024
2. GradientMaster 1024
3. GradientWA No 1 1024

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

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

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

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

RESOLUTION NO. _____

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

WHEREAS, the Elgin City Manager is obligated under the City Charter to effectively manage all city financial operations; and,

WHEREAS, the City Manager has negotiated the terms of a professional services agreement with Gradient Solutions Corporation of Mansfield, Texas to assist in the internal management of all city financial operations; and,

WHEREAS, the City Manager is now recommending approval of a Master Professional Services Agreement and Work Authorization with Gradient Solutions Corporation to provide accounting and other support to city staff on a variety of Finance-related issues; and,

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

Section 1. Findings. The 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 execute an agreement with Gradient Solutions Corporation of Mansfield, Texas for professional accounting and finance services in the not-to-exceed amount of \$120,000.00 as described in the “*Master Professional Services Agreement*” and “*City of Elgin, TX Work Authorization No. 1 General Finance Support*”, a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 22nd day of October, 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between the City of Elgin, TX (“Client”) and Gradient Solutions Corporation (the “Consultant” or “Contractor”), of Mansfield, Texas, a Texas corporation, to be effective as of the _____, 2024 (“Effective Date”) with respect to certain consulting services detailed herein to be performed by the Consultant for Client.

ARTICLE I RETENTION OF THE CONSULTANT

The Consultant is being retained to provide services described below to Client based on the Consultant’s demonstrated competence and requisite qualifications to perform the scope of the services described herein. Client agrees to and hereby does retain the Consultant, as an independent contractor, and the Consultant agrees to provide the services to Client, upon the terms and conditions provided in this Agreement.

ARTICLE II SCOPE OF SERVICES

The Consultant covenants and agrees to provide those services listed in the Scope of Services, as detailed in Appendix A, attached hereto and incorporated herein for all purposes (the “Services”) as may be agreed upon in a Work Authorization, as later defined. The Consultant agrees that the Services provided will be performed in a professional manner in accordance with the standards of the consulting industry and complete in all respects. Client will issue a Work Authorization as shown in Appendix B (“Work Authorization”) to Consultant as may be necessary from time to time to engage the Services. Each Work Authorization and each term therein are hereby incorporated into the Agreement verbatim as if specifically set out herein.

Client acknowledges and agrees that it shall be its responsibility to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Services delivered to Client. Client agrees to accept full and exclusive responsibility for any and all implementation decisions and other actions taken to affect the adoption or execution of recommendations identified and developed through the Services, and for the results of those decisions and actions.

Consultant is retained only for the purposes set forth in the Agreement. As a prerequisite to Consultants’ delivery of Services, Client shall (i) fulfill the client responsibilities and ensure that all Assumptions are accurate; (ii) provide Consultant with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Consultant’s personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Consultant shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. If such responsibilities are not met, Consultant may not be able to perform the engagement or to do so in a timely fashion. Nothing in this Agreement shall require Consultant to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Work Authorization.

ARTICLE III TERM

The Consultant shall commence work immediately upon receipt of a written Work Authorization issued by Client. This Agreement shall remain in effect until the completion of the Services, (the “Termination Date”), unless earlier terminated as provided herein. However, this agreement can be renewed by the parties executing a new Work Authorization as shown in Appendix B and

attaching it to a copy of this agreement. This Agreement shall be deemed terminated, and the independent contractor relationship between the Consultant and the Client severed, by either party by providing thirty (30) days written notice to the other party subject to termination provisions in any Work Authorization. Upon any termination Client shall promptly pay Consultant for fees and reimbursable expenses incurred to the Effective Date of termination.

ARTICLE IV COMPENSATION

1. **Compensation.** As sole and sufficient compensation for the Services under this Agreement, the Client agrees to pay and the Consultant agrees to accept the compensation as reflected on the executed individual Work Authorization as shown in Appendix B. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide and/or deliver the Services, including materials, training, equipment used, and overhead expenses.

2. **Reimbursement.** Unless otherwise specified in the applicable Work Authorization, the Consultant shall be entitled to reimbursement for reasonable, ordinary and necessary business expenses incurred in the performance of Consultant's duties hereunder for such items as travel, lodging, meals and other out-of pocket, including parking, mileage and tolls, reasonable report production, printing cost, duplication costs and direct supplies used during the course of performing the Services.

3. **Invoicing.** The Consultant shall document the Services rendered and the expenses which may be reimbursed hereunder by providing Client with invoices dated approximately the last day of each month. Each invoice shall describe the Services performed and reimbursable expenses incurred by the Consultant from the first day of the month through the last day of that month. Consultant shall invoice Client in accordance with the billing schedule in the Work Authorization and Client shall pay invoices within thirty (30) days of receipt.

If Client disputes any invoice Client shall timely pay the undisputed portion and promptly notify Consultant in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Consultant of the notice of such dispute, Consultant may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

The parties hereto recognize that the governing body and executive management team shall manage the business and affairs of Client and that the relationship between Client and Consultant shall be one of independent contractor. The Consultant acknowledges and agrees that it and its staff shall not be considered an employee of Client for any purpose.

Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. Under no circumstances shall the Consultant represent to suppliers, contractors or any other parties that it or its employees are employed by Client or that they serve Client in any capacity other than as an independent contractor.

In the performance of any and all Services under this Agreement, the Consultant as an independent contractor has the sole right to supervise, manage, operate, control, delegate, and direct the performance of the details incident to the Services. Neither the Consultant, nor its staff, shall be entitled to any insurance, pension, vacation, sick leave or other benefits customarily afforded to employees of Client. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for Client whatsoever with respect to the liabilities, obligations or acts of the Consultant or any other person. Client acknowledges that the services to be rendered by Consultant are not exclusive to Client, and Consultant may provide similar services to other clients.

Client shall accept deliverables which conform to the requirements of the Work Authorization. Client will promptly give Consultant notification of any non-conformance of the deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the deliverable before acceptance, fails to promptly notify Consultant of any Non-conformance, or unreasonably delays the acceptance of deliverables, then the deliverable shall be considered accepted by the Client.

While Consultant shall attempt to comply with Client's request for specific individuals, Consultant shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder without prior written consent of such other party.

ARTICLE VI REPRESENTATION AND WARRANTIES

The Consultant represents and warrants to Client that (a) it is under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement, the performance of its obligations hereunder or the rights of Client hereunder; (b) it has no business or familial relationship with a Client staff or governing body member; and (c) it nor its staff is under any financial, physical or mental disability that would hinder the full performance of its obligations under this Agreement. Consultant further warrants that it shall perform the Services in a good and professional manner. Client shall be relying upon Consultant's competence, impartiality, thoroughness and professionalism in the performance of the Services. As a result, Consultant shall be accountable and responsible to Client under the foregoing warranty for the compliance of the Services with such standards. Consultant's responsibility and accountability under the foregoing warranty is not intended to apply to the negligence or failures of Client or factors outside of the control of Consultant. Notwithstanding anything to the contrary, Client agrees, acknowledges and understands that Consultant's performance of its Services under this Agreement is subject to and conditioned upon the timely cooperation, willingness, responsiveness and skill level of Client and its applicable employees and the fulfillment of the responsibilities of Client, if any, set forth in the Agreement. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONSULTANT HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Consultant cannot and does not warrant the products or services of third parties, except to the extent that said "third party" is an agent or subconsultant of Consultant.

ARTICLE VII

CONFIDENTIAL INFORMATION

Confidential Information. All materials developed in the course of providing and in relation to the Services provided in whole or in part by the Consultant, its employees and subcontractors are proprietary and confidential information and shall, upon payment of Consultant's invoices, therefore, be owned by Client. Client will retain ownership of all work-in-progress, upon payment of Consultant's applicable invoices therefore. In addition the Consultant acknowledges that any information it or its employees, agents or subcontractors obtain regarding the operation of Client, its products, services, policies, customer, personnel and any other aspect of its operation ("Confidential Information") is proprietary or confidential, and shall not be revealed, sold, exchanged, traded or disclosed to any person, company or other entity during the period of the Consultant's retention hereunder or at any time thereafter without the express written permission of Client. The parties agree that, during the course of the engagement, communication between the parties may be by e-mail with each other and with outside specialists or other entities engaged for this Agreement. The parties acknowledge and accept that neither can guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only to such parties. Consultant specially disclaims, and Client expressly acknowledges and agrees that Consultant shall not have, responsibility or liability in connection with e-mail transmissions. Nonetheless, the parties will use due diligence to secure the privacy and proper transmission of e-mails, including any attached document.

The parties hereby agree that each of the provisions in this Article VII are important and material, and significantly affect the successful conduct of the business of Client, as well as its reputation and goodwill. Any breach of the terms of this Article VII is a material breach of this Agreement, from which the Consultant may be enjoined without waiver of any other right or remedy to which Client may be entitled as a result of said breach.

The Consultant understands and acknowledges that the Consultant's responsibilities under this Article VII of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with Client ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Consultant; (ii) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from Client; (iii) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (iv) is independently developed by Consultant without use of or reference to the Client's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Consultant gives Client prompt written notice of such requirement to permit Client to seek a protective order or other appropriate relief.

ARTICLE VIII

OWNERSHIP

Ownership of Documents, Information, Materials, Notes, Etc. All final reports developed and provided by Consultant (the "Documents") are and shall at all times be and remain, upon payment

of Consultant's invoices therefore, the property of Client and shall not be subject to any restriction or limitation on their further use by or on behalf of Client, except as otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by Client for any of the Documents, whether after termination of this Agreement or otherwise, the same shall be turned over to Client without delay, and in no event later than thirty (30) days after such demand is made. Consultant shall have the right to retain copies of the Documents and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of the Documents is determined to be unenforceable, either in whole or in part, Consultant hereby assigns and agrees to assign to Client all rights, title and interest that Consultant may have or at any time acquire in said Documents and other materials, provided that Consultant has been paid as aforesaid.

Consultant's work papers shall remain the sole and exclusive property of Consultant. "Work papers" shall mean those documents prepared by Consultant during the course of performing Services including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Services. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of Services that are of general application and that are not based on Client's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any deliverables incorporates Consultant's Building Blocks, Consultant gives the Client a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions contained in Article VII, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, Client will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

ARTICLE IX GENERAL PROVISIONS

1. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. **Notices.** In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of Consultant:

Gradient Solutions Corporation
Attn: Calvin E. Webb III
460 Turner Warnell Roads
Mansfield, Texas 76063

In case of the Client:

City of Elgin, TX
Attn: Thomas L. Mattis
City Manager for the City of Elgin
310 North Main Street
Elgin, TX 78621

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. **Controlling Law, Venue.** This Agreement, and all of its provisions, shall be governed by and construed in accordance with the law of the state of Texas without reference to its conflicts of law principles. The parties hereto consent and submit to the personal jurisdiction and venue of the state and federal courts in the state of Texas, county of Bastrop for purposes of any action permitted by subsection 10 below.

4. **Entire Agreement.** This Agreement, including these terms and conditions and any other appendices or attachments, is the entire agreement of the parties, and supersedes all prior oral representations, warranties, understandings, stipulations, agreement, negotiations, initial statements of work, or promises pertaining to this Agreement or the expressly mentioned extrinsic documents not incorporated in writing in this Agreement.

5. **Invalidity.** If any part of this Agreement is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement. Those portions not declared invalid shall remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid portion. The invalid portion, if any, shall be modified by the court to the extent necessary to become enforceable.

6. **Modification.** This Agreement constitutes the entire agreement between the Client and the Consultant and may not be changed, altered, or modified unless in writing and signed by a duly authorized representative of the parties.

7. **Binding Effect.** The rights and benefits of the Consultant under this Agreement are personal to the Consultant and shall not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may be assigned by Client upon prior written consent of Consultant, which shall not be unreasonably withheld, and shall inure to the benefit of any such assignee.

8. **Waiver.** Waiver by either party of any breach of this Agreement by the other party shall not be effective unless in writing signed by a representative of the party to be charged, and no such waiver shall operate or be construed as a waiver of any subsequent breach.

9. **Acknowledgment.** The Parties agree by their signatures to this Agreement before signing it they fully understand its terms and provisions and hereby expressly acknowledge receipt of a copy of this Agreement.

10. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Bastrop County, Texas, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding the above, Client shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent the continuation or occurrence of any violation of Article VII hereof. Each party shall bear its own attorneys' fees and costs, including its share of the costs of the arbitration, provided that the prevailing party (as designated by the arbitrators in their award) shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

11. INDEMNIFICATION AND NON-PARTIES. THE CONSULTANT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE, AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM (a) THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE CONSULTANT'S NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY OR (b) ACTUAL OR ALLEGED INFRINGEMENT BY THE DELIVERABLES OF THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY ("IP CLAIM"). CONSULTANT SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY IP CLAIM BASED UPON OR RESULTING FROM (i) MODIFICATION OF THE DELIVERABLES, UNLESS THE MODIFICATION WAS MADE BY CONSULTANT; (ii) THE USE, OPERATION OR COMBINATION OF THE DELIVERABLES WITH NON-CONSULTANT PROGRAMS, DATA, EQUIPMENT OR DOCUMENTATION IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE, OPERATION OR COMBINATION; (iii) THE NON-COMPLIANCE WITH CONSULTANT'S USER DOCUMENTATION, IF ANY; OR (iv) OTHERWISE BY CLIENT'S OR THIRD PARTY PRODUCTS OR SERVICES. THIS SECTION 11 STATES THE ENTIRE LIABILITY OF CONSULTANT AND THE EXCLUSIVE REMEDY OF THE CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER UNDER THEORY OF INDEMNITY, BREACH OF CONTRACT, WARRANTY OR OTHERWISE. CONSULTANT SHALL HAVE NO OBLIGATION UNDER THIS SECTION 11 FOR CLAIMS TO THE EXTENT ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT OR ANY OTHER INDEMNIFIED PARTY HEREUNDER. CONSULTANT'S OBLIGATIONS UNDER THIS SECTION 11 ARE CONDITIONED UPON THE FOLLOWING: (a) THE PARTY SEEKING INDEMNIFICATION HEREUNDER SHALL PROVIDE CONSULTANT WITH PROMPT WRITTEN NOTICE OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT; (b) CONSULTANT SHALL CONSULT WITH AND SEEK THE APPROVAL OF CLIENT PRIOR TO THE SETTLEMENT OF SUCH CLAIM; AND (c) THE INDEMNIFIED PARTY OR PARTIES SHALL REASONABLY COOPERATE WITH CONSULTANT IN SUCH DEFENSE AND SETTLEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON PROVIDED FOR OR ALLOWED HEREUNDER.

12. Benefits Inured. This Agreement is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed

or construed to, create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Agreement or the successors or assigns of the parties hereto.

13. Survival. Articles IV, VII, VIII, IX and X shall survive expiration or termination of this Agreement for any reason.

14. General. Notwithstanding anything herein to the contrary, Consultant may reference or list Client's name and / or a general description of the Services / project. Client also agrees that upon reasonable prior notice from Consultant, Client will be willing to provide a reference for Consultant (e.g. in the form of client telephone calls, presentations, and the like).

15. Vendors. It is understood and agreed that Contractor's relationship and use of Rackspace or similar hosting company or InterWorks Inc. in Contractor's delivery of the Services is not a subcontractor relationship and is a relationship between Contractor and Vendors.

16. File Sharing. In the interest of facilitating our services to the Client, Consultant may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. The Client's electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, Consultant employs measures designed to maintain data security. Consultant uses reasonable efforts to keep such communications and electronic data secure. The Client recognizes and accepts that Consultant has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Consultant. The Client consents to Consultant's use of these electronic devices and applications during any engagement.

17. Management Decisions. Consultant will not make any management decisions including setting policy or strategic direction; directing or accepting responsibility for Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Consultant or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for a Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar items.

18. Collaborative Tools. To enhance our services to the Client, Consultant will utilize tools that permit collaboration across geographic boundaries and time zones and allows the Consultant and the Client to share data, engagement information, knowledge, and deliverables in a protected environment such as Microsoft Office 365. In order to use Microsoft Office 365 or a similar tool, the Client may be required by the provider to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. The Client agrees that the Consultant has no responsibility for the activities of Microsoft Office 365 or other similar collaborative online tools. Consultant is not a direct online host for any of the Client's information. The Client is responsible for maintaining your own copy of information. It is the responsibility of the Client to fulfill any regulatory or Client policy requirements for the retention of information. Portals are utilized solely as a method of transferring data and are not intended for the long-term storage of the Client's information. All information on a portal will be considered Consultant's Work Papers while it resides in the portal. Information on a portal may be deleted by Consultant at any time. Consultant does not provide back-up services for any of the Client's data or records, including information Consultant provides to the Client.

**ARTICLE X
RISK ALLOCATION**

This Article is overriding and controlling over any provision in this Agreement or any Work Authorization that is in conflict with, contrary to or ambiguous with the provisions of this paragraph, unless specifically addressed in a Work Authorization.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to the particular individual Work Authorization out of which the claim or cause arises or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

CONSULTANT:
Gradient Solution Corporation

CLIENT:
City of Elgin, TX

By: _____
Calvin E. Webb III
Managing Director

By: _____
Thomas L. Mattis
City Manager

APPENDIX A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of that certain Master Professional Services Agreement between the City of Elgin, TX and Gradient Solutions Corporation hereinafter Consultant, (the "Agreement"). Any term used in this appendix shall have the meaning given to that term by the Agreement.

The Scope of Services under the Agreement is described as follows:

1. Under the direction and coordination with City Manager or designees, the Consultant shall perform services along the lines of:

- Accounting and Finance Support Services
- Business Risk Assessment and related services,
- Compliance and Internal Control Assessments / Monitoring,
- Consultation surrounding the Committee of Sponsoring Organization Framework,
- Data Analytics (Dashboards, Business Intelligence, Reporting, etc.),
- Data mining techniques,
- Training Programs,
- Business process improvement,
- Management consulting,
- Information Technology consulting,
- Fraud prevention, detection, and response services,
- Software hosting related to applicable service offerings, and
- Other similar services

2. Work to be performed shall be procured through a Work Authorization form, a sample of which is attached hereto.

3. Any performed engagement will not constitute procedures, work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Thus, Gradient's engagements will not constitute an audit, compilation, review, attestation service, or fraud examination. In addition, none of our engagements will entail assessment of the employees' capabilities in performing their identified tasks.

4. Gradient is not a public accounting firm.

5. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau. Complaints may be directed to P.O. 4087, Austin TX 78773, (512) 424-7293. Company License #A14770801, Mailing Address 460 Turner Warnell Road Mansfield, TX 76063, and Phone Number 817-614-6329.

APPENDIX B

SAMPLE

WORK AUTHORIZATION

This Work Authorization is made as of this ____ day of _____ 202_, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____, 202_ between the City of Elgin, TX (“Client”) and Gradient Solutions Corporation (Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement:

Section A. – Scope of Services

Description of Services

Key Tasks

Deliverables and/or Other Results of Services

Section B. – Schedule

Section C. – Compensation, Expenses and Billing Terms

Section D. – Client’s Responsibility

Section E. – Other Provisions

City of Elgin, TX

Gradient Solutions Corporation

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Elgin, TX
Work Authorization No. 1
General Finance Support

This Work Authorization is made as of this _____, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____ between the City of Elgin, TX (City) and Gradient Solutions Corporation (Consultant or Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement.

Section A – Scope of Services

Description of Services

Gradient is engaged by the City to support various consulting needs as they arise within the City. This Work Authorization is intended to allow the City to use Gradient's time on a variety of Finance-related requests.

Key Tasks

Gradient's team will be available to assist the City in a variety of ways. Gradient will work under the exclusive direction of the City Manager, or designee, in the performance of all duties under this Work Authorization. The following items are examples of the support available but are not intended to be a complete list.

- Make periodic reports to the City Council when requested to do so by the City Manager, or designee.
- Assist in the preparation of quarterly/budget performance reports.
- Participate in calls, meetings, or discussions with management on a variety of topics.
- Support City-led teams in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Perform limited, targeted internal control assessments.
- Send surveys or questionnaires on behalf of management relating to processes or internal controls.
- Assist the Finance staff in requests relating to the annual audit preparation specifically readiness and workplans focused on year-end.
- Assist the Finance staff in evaluation of accounting or financial processes or the coaching of staff within those processes.
- Create or review documents provided by the Finance or other staff.
- Support City-led finance team in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Other similar requests from management and agreed upon by Gradient.

City of Elgin, TX
Work Authorization No. 1
General Finance Support

Staffing

Resources proposed for this project will include Lorie Lankford, Calvin E. Webb III, and other Gradient resources on an as needed basis.

Schedule

Gradient will be available beginning November 1, 2024. The work authorization will extend through January 31, 2025 unless cancelled in accordance with the provisions within this work authorization.

Deliverables

No specific deliverables are contemplated within this work authorization. Based on the City's specific requests, Gradient could agree to provide certain deliverables during a particular project.

Section C – Compensation and Billing

- Gradient will bill the City \$10,000 per month at the beginning of each month.
- Gradient will be available to support the City between the dates noted in the schedule above for an expected 10-20 hours per week (on-site or remote). Gradient will provide on-site personnel at the City offices for an average of sixteen (16) hours per month.
- Gradient will not bill the City for out-of-pocket expenses such as lodging, tolls, per diem, and mileage.
- In the event this Work Authorization is cancelled during a month where work has already occurred, Gradient will send a final invoice at a rate of \$295 per hour incurred between the beginning of a month and the cancellation period.

Section D – City Responsibilities

- The City is responsible for the accounting, budget, finances, and other similar items.
- The City will provide direction on the tasks or scope for Gradient's hours.
- The City will provide a copy of relevant documents requested by Gradient.
- The City employees will complete applicable questionnaires or surveys requested by Gradient.
- The City will participate in meetings, discussions, calls, or web meetings applicable to projects requested by the city under this Work Authorization.
- The City will provide office, conference room, or other space along with an Internet connection for Gradient when meeting at the City's facilities.
- The City will make all management and implementation decisions stemming from any work performed by Gradient.
- The City shall accurately describe the Consultant's role as a Fractional Director of Finance or any other capacity in which the Consultant is engaged under this Agreement. Neither the City nor the Consultant shall imply that the Consultant holds a full-time or permanent position within the City or has authority beyond that explicitly granted in this Work Authorization.
- The Consultant may recommend actions, policies, or strategies as part of its Fractional Director of Finance services. The City is solely responsible for the decision to implement, modify, or

City of Elgin, TX
Work Authorization No. 1
General Finance Support

reject any recommendations provided by the Consultant. The Consultant is not liable for the outcomes of decisions made by the City, even if such decisions were based on the Consultant's advice or recommendations. The Consultant does not have the authority to unilaterally implement or execute any financial decision or strategy on behalf of the City.

- The City is responsible for the proper execution and management of all financial operations, including those overseen or advised upon by the Consultant. The City agrees to provide the necessary resources, personnel, and support to effectively carry out the strategies and recommendations proposed by the Consultant.

Section E – Other Matters

- This Work Authorization is terminable for convenience by either party with 30 days written notice. Any time or expenses incurred up to the effective termination date will be invoiced to the City.
- The following items are important for this Work Authorization:
 - Gradient does not contemplate connecting to the Client's internal information technology systems using our devices as part of this Work Authorization other than guest access to the internet while Gradient staff are working on-site at a Client facility.
 - If access to an internal financial system is required, the City will provide appropriate devices, under their control, for use in the internal IT environment as well as any security training (if required).
 - Gradient will not directly access any banking or treasury related accounts.
 - Gradient will not be able to sign any documents, electronic or physical, on behalf of the City or enter into any contracts on behalf of the City.
 - These Services will not entail Gradient's assessment of the employees' capabilities in performing their identified tasks or supervision of any employees.
- No subcontractors will be utilized by Gradient without written approval of the City.
- The Services do not constitute work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Gradient's engagement does not constitute an audit, compilation, review, attestation service, investigation, or fraud examination.
- Gradient will not make any management decisions including setting policy or strategic direction; accepting responsibility for or directing Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Gradient or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for the Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar activities.
- Gradient is not a public accounting firm.
- Although no investigative services will be performed as part of this Work Authorization, Gradient Solutions Corporation is licensed as a Private Investigation Company under the Texas Private Security Statutes and Rules Sec. 1702.104 Investigations Company. Gradient's license

City of Elgin, TX
Work Authorization No. 1
General Finance Support

number is A14770801. Gradient's office address and phone number for Private Investigation matters is 460 Turner Warnell Road Mansfield, TX 76063 and 817-614-6329 respectively.

	City of Elgin, TX	Gradient Solutions Corporation
By:		
Name:		
Title:		



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS AMMENDING THE TRAFFIC CODE BY REDUCING THE RATE OF SPEED ON SECTIONS OF FM 1100 AND SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY; THEREFORE, DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of Ordinance

BACKGROUND:

The Texas Department of Transportation (TXDOT) conducted a speed study of FM 1100 (Main St.) from SH95 to Lexington Rd., thus determining the speed limit can be lowered from 40 to 35 miles per hour.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FM 1100-SL 109 bastrop_elgin - strip map
2. Speed Limit Reduction Graphic
3. Ordinance Speed Limit Reduction TXDOT FM1100 & SL109

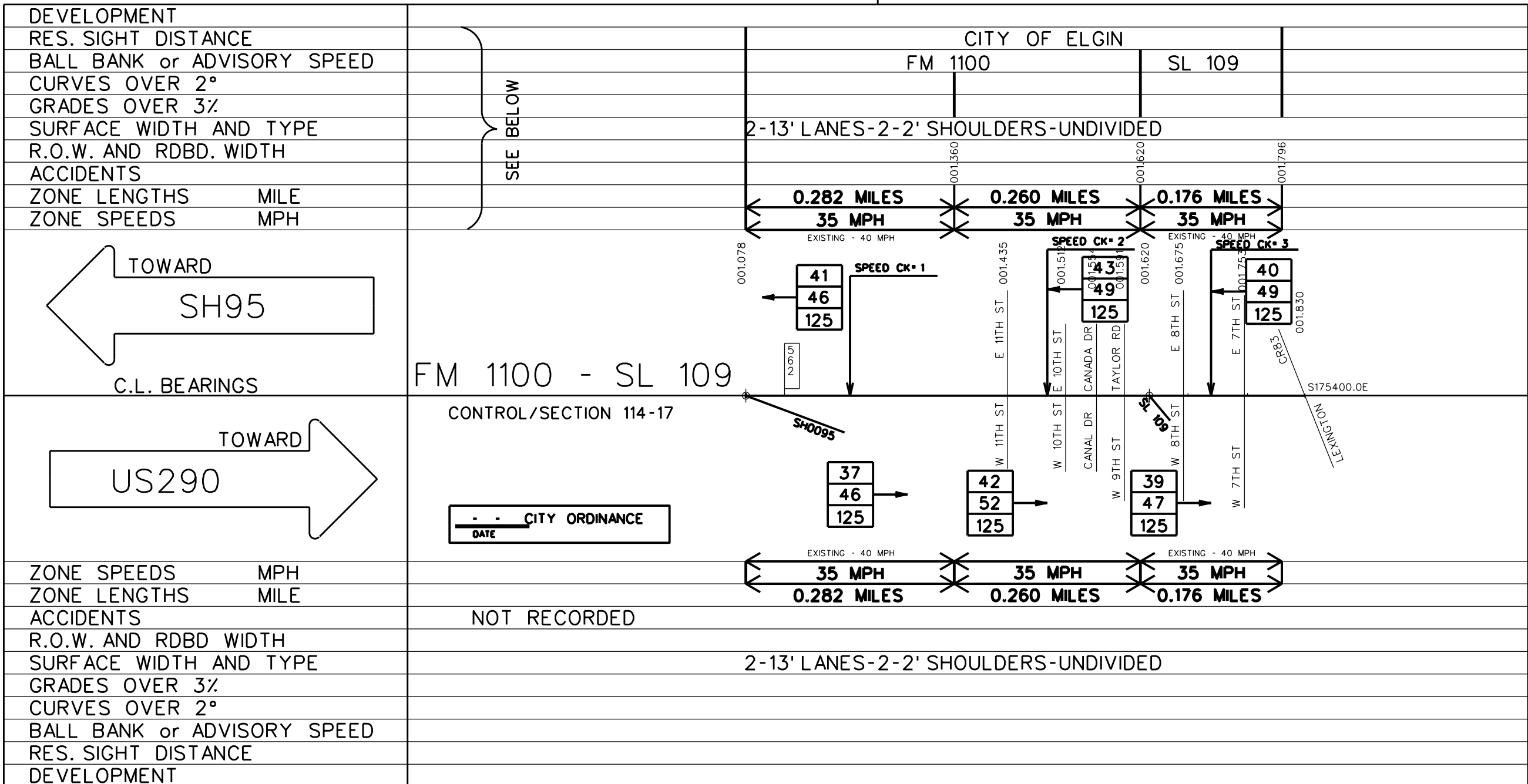
{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } 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.

MAP 1 OF 1



DIST. AUSTIN	COUNTY BASTROP	MINUTE NO.	DATE / /
HIGHWAY FM1100-SL109	CITY ELGIN, INC.	REPLACES	DATE / /
DATE OF SURVEY 01/10/24	SCALE 1" = 800'	REPLACED BY	DATE / /
		CANCELED BY	DATE / /

LIMITS OF ZONE											
SECTION ONE				SECTION TWO				SECTION THREE			
LENGTH 0.282 MILES				LENGTH 0.260 MILES				LENGTH 0.176 MILES			
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
	1.078	0114-17			1.360	0114-17			1.620	0114-17	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
	1.360	0114-17			1.620	0114-17			1.796	0114-17	

sl109bastrop.dgn

42

62

125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

●

●

○

—

FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT
INDICATES SECTION ZONED
BY COMMISSION MINUTE

SPEED ZONE



ORDINANCE NO. 2024-10-22-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS AMMENDING THE TRAFFIC CODE BY REDUCING THE RATE OF SPEED ON SECTIONS OF FM 1100 AND SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY; THEREFORE, DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

ARTICLE I.

Section 1.01 – That pursuant to Chapter 40, Article I, Section 40-1 of the City of Elgin Code of Ordinances the maximum speed limit in the following locations are hereby designated as 35 miles per hour. It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of FM 1100 and SL 109 routed in the city of Elgin, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit:

FM 1100 (TXDOT Control Section 0114-17)

FOR EASTBOUND TRAFFIC:

On FM 1100 (Control Section 0114-17) from mile point 1.078 (at SH 95) to mile point 1.620 (at SL 109), a distance of 0.542 miles, a prima facie maximum speed limit of 35 miles per hour.

FOR WESTBOUND TRAFFIC:

On FM 1100 (Control Section 0114-17) from mile point 1.620 (at SL 109) to mile point 1.078 (at SH 95), a distance of 0.542 miles, a prima facie maximum speed limit of 35 miles per hour.

SL 109 (TXDOT Control Section 0114-17)

FOR SOUTHBOUND TRAFFIC:

On SL 109 (Control Section 0114-17) from mile point 1.620 (at FM 1100) to mile point 1.796 (180 feet West of Lexington St.), a distance of 0.176 miles, a prima facie maximum speed limit of 35 miles per hour.

FOR NORTHBOUND TRAFFIC:

On SL 109 (Control Section 0114-17) from mile point 1.796 (180 feet West of Lexington St.) to mile point 1.620 (at FM 1100), a distance of 0.176 miles, a prima facie maximum speed limit of 35 miles per hour.

ARTICLE II.

Section 1.01 – That pursuant to Chapter 40, Article I, section 40-1 of the City of Elgin Code of Ordinances, all of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this ordinance shall be guilty of a misdemeanor,

which is named “ The Offense of Speeding “ and that the said offense is punishable by a fine in any sum not to exceed Two Hundred dollars (\$200.00). That the use of the word “Speeding” shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of “Speeding.”

ARTICLE III.

Section 1.01 – All ordinances, parts of Ordinances, or Resolutions in conflict herewith are expressly repealed

Section 1.02 – The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Section 1.03 - The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED this 22nd day of October 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE TO UPDATE THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR GENERAL AND SPECIFIC OPERATIONS REQUIRED TO SATISFY SERVICE NEEDS OF THE CITY; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of an Ordinance approving and adopting a Fee Schedule for the City, amending certain fees and confirming all others.

BACKGROUND:

As part of the development process for the Annual City Budget, the City also reviews all fees and charges assessed by the City. The City Council annually considers revisions to the fee schedule based on a variety of issues.

The City Council adopted Ordinance 2020-10-13-29 on September 13, 2020, establishing and confirming all fees and charges that are authorized to be collected for services rendered by the City.

A single comprehensive schedule of fees and charges facilitates administration of the multiplicity of fees collected by various departments in the City and provides a simpler and less complicated means of reviewing and adjusting rates as needed from time to time.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption and approval of an Ordinance approving and adopting the FY24-25 Fee Schedule for the City.

ATTACHMENTS:

1. Fee Schedule Ordinance

- { } 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. 2024-10-22-XX

AN ORDINANCE TO UPDATE THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR GENERAL AND SPECIFIC OPERATIONS REQUIRED TO SATISFY SERVICE NEEDS OF THE CITY; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.

WHEREAS, the City Council adopted Ordinance 2020-10-13-29 on September 13, 2020, that established a series of fees and charges that were authorized to be collected for services rendered by the City; and

WHEREAS, the City Council has from time to time revised fees and charges based on need for additional funding to cover increased costs of services funded by said fees; and

WHEREAS, a single comprehensive schedule of fees and charges facilitates administration of the multiplicity of fees collected by various departments in the City and provides a simpler and less complicated means of reviewing and adjusting rates as needed from time to time;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ELGIN, TEXAS that

SECTION 1. All fees and charges listed in "EXHIBIT A" attached hereto and incorporated herein for all purposes are hereby adopted.

SECTION 2. All fees and charges listed in "EXHIBIT A" shall be effective and valid beginning October 1, 2024, and will stay in effect until such time the fee schedule is amended by council.

SECTION 3. All fees authorized by the Code of Ordinances and referenced as "on file in the City Secretary's office" are shown in EXHIBIT A as incorporated herein.

SECTION 4. All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

SECTION 5. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted, was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof was discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

PASSED AND ADOPTED this 22nd day of October 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

EXHIBIT A

ORDINANCE NO.
2024-10-22-XX

FEE SCHEDULE
CITY OF ELGIN

FISCAL YEAR
2024-25

Appendix: F: City Master Fee Schedule with Ordinance

CITY OF ELGIN MASTER FEE SCHEDULE

Category	
General Administration	
ROW Abandonment	County Fee + \$15.00 Admin. + \$4.00 each add'l page
Street / Alley Closing or	County Fee + \$15.00 Admin. + \$4.00 each add'l page
Public Info. Requests - Copying fees	See: TX Admin Code
Copy/Fax Fee's Non Pub Info Request	
10 Pages or less -	10¢ each
11-20 Pages -	\$2.50 + 10¢ each
>21 pages-	\$5.00 + 10¢ each
Two Sided Copies -	20¢ each
Postage and Shipping	Actual Costs
Out going Faxes-	\$1.50 Cover sheet/first page, \$2.00 each additional page
In-coming Faxes -	\$.50 each page
Film Production Fees	
Application Fee	\$300.00
Total Disruptive use public bldg or ROW	\$650 per day
Partial use of public bldg or ROW	\$400 per day
Total closure street or parking	\$150 per block per day
Partial use of public bldg or ROW	\$100 per block per day
Use of city parking lots, or streets for parking film trailers, buses, etc.	\$200 minimum per lot or block per day
Disruption of access by customers to work site.	Minimum \$500 per day
Barricade rental	\$20.00 per barricade \$120.00 minimum
* Film Production application fee waived for student films	
Historic District Fees	
Application for Modification Permit	\$50.00
Sign Permit	See Section V.8
Temporary Banner Permit	\$25.00
Miscellaneous Financial Fees	
Insufficient Funds Check	\$30.00
Bank Draft Return Fee	\$30.00
Credit Card Fee for Amts. < \$300	\$3.00 per transaction
Credit Card Fee for Amts. > \$300	1% of the transaction amount
Internet Processing Fee	
Notary Fees	
Notary Fee	\$6.00 first signature \$1.00 ea additional signature
Certified copies	\$6.00 per certificate \$0.50 ea page
Jurats	\$6.00 per signature including oath or affirmation
Category	
Elgin Library	
Elgin Library-	
Fines	\$0.10 per day past due date
Library Card (Residents)	\$0.00
Library Card (Non-Residents)	\$15.00
Library Card Replacement	\$1.00
Book Damage	Assessed by Librarian
Lost Book	Replacement Cost plus \$5.00.
Inter Library Loan	TSLAC. Rates
Elgin Library- Printing and copies	
Prints - Black and White	\$0.20 each page
Copies	\$0.20 (B/W only each page)
Category	
Park and Recreation Fees	
Annual All-Purpose Memberships- Admission and Use of Recreation Facilities (Resident)	
Family *	\$300.00
Couple (2 people >17 years of age)	\$240.00
Individual Adult	\$180.00
Individual Senior (65+)	\$120.00
Individual Youth ,(< 18 years of age)	\$120.00
Annual All-Purpose Memberships- Non-resident	Add \$100.00 to each item C1.1 - C1.5 above.
Monthly All-Purpose Memberships- Resident	
Family *	\$30.00
Couple (2 people >17 years of age)	\$25.00
Individual Adult	\$20.00
Individual Senior (65+)	\$15.00
Individual Youth ,(< 18 years of age)	\$15.00
Monthly All-Purpose Memberships- Non-resident	
Family *	\$45.00
Couple (2 people >17 years of age)	\$40.00
Individual Adult	\$30.00
Individual Senior (65+)	\$25.00
Individual Youth,(< 18 years of age)	\$25.00
* Family—Up to 4 adults or children living at the same address. Each additional child added to the family membership is an additional \$2.00/Month for monthly memberships and \$10.00/Year for yearly	
Daily Memberships-	
All Ages	\$5.00

CITY OF ELGIN MASTER FEE SCHEDULE

Fees for Special Events		
Participant fees		Posted amounts not to exceed \$20.00 per person
Materials use fees		Posted amounts not to exceed \$20.00 per person
Sports Venue Rental/Use Fees		
Swimming Pool Use		
	Admission Fee (Per Person)	\$2.00
Individual Season Pass		Free with Rec Membership
Water Aerobics Classes *		\$2.00/ class
* (Not included with Recreation Membership)		
Park and Recreation Fees (Cont.)		
Sports Venue Rental/Use Fees (Cont.)		
Softball Field Rental		\$8.00/ Hour per field
Volleyball Court Rental		\$5.00/ Hour per field
Basketball Court Rental		\$5.00/ Hour per field
Tennis Court Rental		\$5.00/ Hour per field
Soccer Field Rental		\$5.00/ Hour per field
Picnic Table Rental	\$5.00/ per table per day	
Rental assures exclusive use by renter for the hours rented maximum 4 hours		
Swimming Pool Rental Rates *		
Deposit (refundable)		\$100.00
2 hours 1 - 50 participants		\$200.00
2 hours 51 - 100 participants		\$300.00
2 hours 101 - 150 participants		\$400.00
3 hours 1 - 50 participants		\$250.00
3 hours 51 - 100 participants		\$350.00
3 hours 101 - 150 participants		\$450.00
2 or 3 hours 151 - 240 participants		Call for Rates
Park Rental 24 hr		
Elgin Memorial Park		
Elgin Memorial Park (Main Pavillion)	\$100 daily plus Refundable deposit	\$100.00
Elgin Memorial Park (Small Pavillion)	\$50 daily plus Refundable deposit	\$100.00
Elgin Memorial Park (entire park)	\$800 daily plus Refundable deposit	\$500.00
Goins Picnic Area		
Shenandoah Park		\$200.00
		\$300.00
Thomas Memorial Park		
Thomas Memorial Park Picnic Pavillion	\$75 daily plus Refundable deposit	\$100.00
Thomas Memorial Park Open Pavillion	\$50 daily plus Refundable deposit	\$100.00
Thomas Memorial Entire Park	\$600 daily plus Refundable deposit	\$500.00
Veteran's Park		
Veteran's Park Gazebo	\$100 daily plus Refundable deposit	\$100.00
Veteran's Park Entire Park	\$300 daily plus Refundable deposit	\$500.00
Morris Memorial Park		
	\$400 daily plus Refundable deposit	\$500.00
Supplemental Feature or Staff Fees		
Water Slide		\$35.00
Bounce House		\$35.00
Additional Staff	\$25.00 per hour per staff member	
Special Event		\$25.00
Cancellation Fee		\$25.00
Recreation Building Rental		
Recreation Center Building		
Rental of Gym without Carpet	\$100.00 / hour + \$500.00 Refundable Deposit	
Rental of Gym with Carpet	\$300.00 / hour + \$500.00 Refundable Deposit	
Rental of Studio (Rec Center)	\$30.00 / hour + \$100.00 Refundable Deposit	
Rental of Kitchen (Rec Center)	\$150.00 / hour + \$500.00 Refundable Deposit	
Category		
Business License Fees		
New Mfg. Home Park Permit		\$500.00
Alcoholic Beverage License and Permits		
Alcoholic Beverage License		50% of TABC Fee
Liquor Permits		50% of TABC Fees
Beer Licenses		50% of TABC Fees
Solicitor's Permits		
30 Day Distributor Permit		\$25.00 / group
90 Day Peddler Permit		\$25.00 / each
30 Day Solicitor Permit		\$25.00 / each
14 Day Itinerant Vendor Permit		\$25.00 / each
30 Day Itinerant Vendor Permit		\$35.00 / each
90 Day Itinerant Vendor Permit		\$75.00 / each
180 Day Itinerant Vendor Permit		\$100.00 / each
Category		
Police Department Fees		
Police Operation Fees		

CITY OF ELGIN MASTER FEE SCHEDULE

Printed Police Reports (CAD,Offense)		\$0.10 per page
CRASH Reports		\$6.00 per report
Audio-Photos	\$1.00 per CD (CD-RW)	
In-Car Camera Video		\$3.00 per DVD
Body Worn Camera Footage		impoundment fee
Other Electronic Media (USB)		\$3.00 per DVD
Labor (Locating, compiling, reproduction)		\$15.00 per hour
EPD Escort Fees	\$45.00 per hr per Officer plus \$15.00 per vehicle	
SRO Fees to EISD per Contract	SRO Fees to EISD per Contract	
Animal Control Fees		
Animal Pickup/Impoundment Fee (Licensed)		\$15.00 per day
Animal Pickup/Impoundment Fee (Unlicensed)		\$35.00 per day
Dogs Running at Large (Licensed)		\$25.00
Dogs Running at Large (Unlicensed)		\$50.00

Keeping Livestock	\$100.00 fine 30 days to remove
Livestock at large	\$50.00
Fowl/ at Poultry at Large	\$25.00
Livestock Impoundment:	
Large Animal (horse/cow)	\$100.00
Medium Animal (goat/sheep)	\$35.00
Fowl/Poultry	\$5/head
Animals Surrendered	\$15.00

Category Municipal Court Fees

Dismissal Fee	\$10.00
Warrant for Arrest Fee	\$50.00

Category Utility Charges and Fees

Reserved

Application Fee and Deposits for Services

App Fee Water Only	\$25.00
Residential Water 3/4" to 1" Meter	\$200.00
Irrigation accts. 3/4" to 1" Meter	\$200.00
Irrigation accts. 1 1/2" Meter	\$250.00
Commercial 3/4" to 1" Meter	\$200.00
Commercial 1 1/2" Meter	\$250.00
Commercial 2" Meter	\$300.00
Commercial 3" Meter	\$400.00
Commercial 4" Meter	\$500.00
Commercial > 4" Meter	\$600.00

Miscellaneous Fees and Charges

Transfer of Service Fee	\$20.00
Bulk Water Volume Rate	6.02/1,000 gal.
Utility Service Late Fee	10% of balance owed on Utility Bill
Scheduled Disconnect / Reconnection Fee	\$75.00
After Hour Service	\$50.00
Broken Lock Fee	\$50.00
Meter Tampering Fee	\$100.00
Curb Stop Replacement Fee	\$60.00

Category Water Rates

Monthly Base Rate by meter size (Incl. 0 - 2,000 gallons consumption) Inside City Limits

3/4" Meter	\$46.00
1" Meter	\$68.00
1 1/2" Meter	\$103.00
2" Meter	\$145.00
3" Meter	\$243.00
4" Meter	\$377.00
6" Meter or Equivalent	\$499.00

Monthly Base Rate by meter size (Incl. 0 - 2,000 gallons consumption) Outside City Limits

3/4" Meter	\$67.00
1" Meter	\$100.00
1 1/2" Meter	\$152.00
2" Meter	\$223.00
3" Meter	\$362.00
4" Meter	\$564.00
6" Meter or Equivalent	\$746.00

Water Rates (Cont.)

Water Volumn Rate (Use per 1,000 > 2,000 gallons per month) Inside City Limits

Consumption 2,001 to 4,999 gal.	\$4.12 per 1,000 gallons
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CITY OF ELGIN MASTER FEE SCHEDULE

Consumption 5,000 to 8,999 gal.	\$4.19 per 1,000 gallons
Consumption 9,000 to 12,999 gal.	\$4.36 per 1,000 gallons
Consumption > 12,999 gal.	\$4.57 per 1,000 gallons

Water Volumn Rate (Consumption per 1,000 gallons per month) Outside City Limits

Consumption 2,001 to 4,999 gal.	\$6.19 per 1,000 gallons
Consumption 5,000 to 8,999 gal.	\$6.28 per 1,000 gallons
Consumption 9,000 to 12,999 gal.	\$6.57 per 1,000 gallons
Consumption > 12,999 gal.	\$6.85 per 1,000 gallons

Water Tap Fees*

3/4" Tap	\$2,000.00
1" Tap	\$2,500.00
1 1/2" Tap	\$3,000.00
2" Tap	\$3,500.00
> 2" Labor, Equipt. & Mat. Cost + 10 %	L E. & M Cost + 10%

** An additional charge of \$500.00 will be assessed if the street has to be cut or a bore has to be made to make the tap*

Meter Set Fees by size of meter

3/4" Tap	\$150.00
1" Tap	\$200.00
1 1/2" Tap	\$400.00
2" Tap	\$500.00
> 2" Tap	Cost + 10%

Category Wastewater Rates

Monthly Base Rate (Incl. 0 - 2,000 gallons consumption)

Residential/Commercial	\$36.00
------------------------	---------

Monthly Volume Rate

Residential Volume Rate - > 2,000 gal. (Rate based on Winter average from Nov.to Feb.)	\$4.12 per 1,000 gal.
Commercial Volume Rate - > 2,000 gal. (No winter Average)	\$4.12 per 1,000 gal.

MUD Wastewater rates per 1,000 gallons used

Travis Co. MUD # 14 Elm Creek

Sewer Tap Fees*

4" Tap	\$2,000.00
6" Tap	\$2,500.00
8" Tap	\$3,000.00
> 8" Tap	L E. & M Cost + 10%

** An additional charge of \$500.00 will be assessed if the street has to be cut or a bore has to be made to make the tap*

Category

Solid Waste Collection/Disposal

Residential Rate- Once weekly curbside collection

1 Cart	\$23.81/month
2 Carts	\$31.69/month
3 Carts	\$35.92/month
4 Carts	\$40.13/month
Sr. Citizen (65 or older.)	\$16.71/month

Commercial - Cart Service (Number of Carts and Frequency of Service)

1 cart x once weekly	\$33.19/month
2 carts x once weekly	\$51.61/month
3 carts x once weekly	\$70.28/month
4 carts x once weekly	\$87.46/month
1 cart x twice weekly	\$51.61/month
2 carts x twice weekly	\$75.38/month
3 carts x twice weekly	\$112.44/month

Commercial- Dumpsters

2 Cu. Yard 1x Weekly	\$109.20/month
2 Cu. Yard 2x Weekly	\$204.79/month
2 Cu. Yard 3x Weekly	\$296.57/month
2 Cu. Yard 4x Weekly	\$391.88/month
2 Cu. Yard 5x Weekly	\$486.69/month
3 Cu. Yard 1x Weekly	\$120.02/month
3 Cu. Yard 2x Weekly	\$214.96/month
3 Cu. Yard 3x Weekly	\$317.57/month
3 Cu. Yard 4x Weekly	\$422.23/month
3 Cu. Yard 5x Weekly	\$516.93/month
4 Cu. Yard 1x Weekly	\$144.21/month
4 Cu. Yard 2x Weekly	\$242.08/month
4 Cu. Yard 3x Weekly	\$375.69/month
4 Cu. Yard 4x Weekly	\$496.25/month

CITY OF ELGIN MASTER FEE SCHEDULE

4 Cu. Yard	5x Weekly	\$613.01/month
6 Cu. Yard	1x Weekly	\$183.83/month
6 Cu. Yard	2x Weekly	\$321.42/month
6 Cu. Yard	3x Weekly	\$468.58/month
6 Cu. Yard	4x Weekly	\$615.81/month
6 Cu. Yard	5x Weekly	\$789.40/month
8 Cu. Yard	1x Weekly	\$210.87/month
8 Cu. Yard	2x Weekly	\$381.29/month
8 Cu. Yard	3x Weekly	\$574.68/month
8 Cu. Yard	4x Weekly	\$735.56/month
8 Cu. Yard	5x Weekly	\$927.99/month

Commercial- Dumpsters Service Fees

Commercial Front End Load Delivery Fee	\$50.00
Extra Lift Fee	\$85.00
Extra Yardage Fee	\$35.00
Trash Service Application Fee	\$25.00
Trash Service Deposit Fee	\$50.00

Category

Development Services

*All fees must be paid prior to permits being issued or item being scheduled for hearing, whichever is applicable.

Fees common to other activities as referenced below. *

Professional Recovery Fees (PRF) 115% of cost for consultant review.

Renoticing Fees For Items Requiring Public Hearing

Newspaper Notice	125% of newspaper publishing costs
Fee per Notice sign	\$35.00
Fee per letter for 200' notice	\$7.00

Work without City Approval Penalty

Subdivision Construction	\$1,500
Site Development	\$1,500
W/O Permit	Double Cost of Permit Fee or \$1,000, whichever is least

Zoning and Land Use *

Annexation Petition	\$0.00
Annexation Development Agreement	\$0.00
Other Development Agreement	\$2,500.00 + PRF
Development Agreement Modification	\$1,250.00 + PRF
Comprehensive Plan Amendment	\$725.00 + PRF
Specific Use Permit	\$600.00 + PRF
Zoning Variance	\$600.00 + PRF
Special Exception	\$600.00 + PRF
Zoning Change - PDD Rezoning	
< 5 Acres	\$1,250 + PRF
5 Acres to 10 Acres	\$2,500 + PRF
> 10 Acres	\$5,000 + PRF

Zoning Change - Non PDD Rezoning

< 3 Acres	\$600.00 + PRF
3 Acres to 10 Acres	\$1,000.00 + PRF
> 10 Acres	\$2,000.00 + PRF

Zoning and Land Use * (Cont.)

PDD Zoning Modification

< 5 Acres	\$625.00 + PRF
5 Acres to 10 Acres	\$1250.00 + PRF
> 10 Acres	\$2,500.00 + PRF

Misc. Zoning Fees and Charges

Special Purpose Dist. (i.e. MUD or PID)	\$20,000.00 + PRF
Appeals	\$500.00 + PRF
Zoning Verification Letter	\$65.00

Development Services (Cont.)

Plats *

Concept Plan	\$1,000.00 + PRF
Preliminary Plat	\$50.00 per lot or \$1,000.00, whichever is greater + PRF
Preliminary Plat Amendment	\$50.00 per lot or \$600.00, whichever is greater + PRF
Final Plat	\$55.00 or \$850.00, whichever is greater + PRF
Short Form Plat	\$600.00 + PRF
Replat	\$55.00 per lot or \$850.00, whichever is greater + PRF
Plat Amendment	\$600.00 + PRF
Plat Vacation	\$600.00 + PRF
Subdivision Variance	\$600.00 + PRF
Appeal	\$600.00 + PRF
Parkland Fee	\$800.00 per residential lot

Tree removal or replacement

Significant Tree Removal (8"-13" caliper)	\$50.00 per caliper inch
Significant Tree Removal (14"-19" caliper)	\$150.00 per caliper inch
Heritage Tree Removal (20" or more caliper)	\$300.00 per caliper inch
Payment-in-lieu fee for not replacing trees in V.3.12.1 - V.3.12.3	\$150.00 per caliper inch

CITY OF ELGIN MASTER FEE SCHEDULE

Subdivision Construction Plans *	
	Greater of 3.5% of est. cost of infrastructure conveyed to City or
New Subdivision Construction Plan	\$5,000 + PRF
Revisions to Approved Subdivision Construction Plans	\$500 + PRF
Inspections	PRF
Sidewalk-In-Lieu Fee	Actual market value per City Engineer
Site Development Plans *	
New Site Development Plan Outside Historic Dist.	\$5,000.00 + PRF
New Site Development Plan Inside Historic Dist.	\$1,000.00 + PRF
Revisions to Approved Plans	\$500.00 + PRF
Parkland Fee	\$800.00 per dwelling unit
Inspections	PRF
Tree removal or replacement	
Significant Tree Removal (8"-13" caliper)	\$50.00 per caliper inch
Significant Tree Removal (14"-19" caliper)	\$150.00 per caliper inch
Heritage Tree Removal (20" or more caliper)	\$300.00 per caliper inch
Payment-in-lieu fee to replace trees in V.5.6.1 - V.5.6.3	\$150.00 per caliper inch
Sidewalk-In-Lieu Fee	Actual market value per City Engineer
Development Services (Cont.)	
Building Permits *	
Residential Building Permits and Fees	
Trade Permits (electrician, mech., plumb., gas)	\$75.00
New Building Permit Fee	\$0.60 per sq. ft., maximum \$2,000 + PRF
Addition Building Permit Fee	\$0.60 per sq. ft., maximum \$2,000 + PRF
Industrialized Home	\$0.30 per sq. ft., maximum \$1,000 + PRF
HUD Manufactured Mobile Home	\$0.30 per sq. ft., maximum \$500 + PRF
Patio/Deck Permit	\$50.00 + PRF
Flatwork (sidewalks, driveway, curb cut)	\$75.00 + PRF
Remodel	\$75.00 + PRF
Reroof	\$75.00 + PRF
Pool/Spa	\$75.00 + PRF
1st and 2nd Subsequent Inspection not Demo	\$75.00 + PRF
1st and 2nd Subsequent Inspection Demo	\$0.00
3rd and Additional Subsequent Inspection Not Demo	\$100.00 + PRF
3rd and Additional Subsequent Inspection Demo	\$0.00
Development Services (Cont.)	
Commercial Building Permits and Fees	
Trade Permits (electrician, mech., plumb., gas)	\$75.00
Multi-family Site Built New/Addition Building	\$0.40 per square ft., maximum \$3,000 + PRF
Site Built New Bldg. Permit Shell/Finish Out Together	\$0.70 per sq. ft. maximum \$7,000 + PRF
Site Built New Building Permit Shell Only	\$0.35 per sq. ft., maximum \$3,500 + PRF
Site Built New Building Permit Tenant Finish Out Only	\$0.35 per sq. ft., maximum \$3,500 + PRF
Site Built Addition Bldg. Permit Fee Shell & Finish Out Together Fee	\$0.70 per sq. ft., maximum \$7,000 + PRF
Site Built Addition Building Permit Shell Only	\$0.35 per sq. ft., maximum \$3,500 + PRF
Site Built Addition Bldg. Permit Tenant Finish Out Only	\$0.35 per sq. ft., maximum \$3,500 + PRF
Industrialized Building	\$0.35 per sq. ft., maximum \$3,500 + PRF
Patio/Deck Permit	\$200.00 + PRF
Flatwork (sidewalks, driveway, curb cut)	\$200.00 + PRF
Remodel	\$200.00 + PRF
Reroof	\$200.00 + PRF
Pool/Spa	\$150.00 + PRF
1st and 2nd Subsequent Inspection Not Demo	\$100.00 + PRF
1st and 2nd Subsequent Inspection Demo	\$0.00
3rd and Additional Subsequent Inspection Not Demo	\$125.00 + PRF
3rd and Additional Subsequent Inspection Demo	\$0.00
Development Services (Cont.)	
Misc. Building Permits, Fees and Fines	
Demolition Permit	\$0.00
House or Structure Moving Fee	\$0.00
Temporary Certificate of Occupancy	\$250.00 + PRF
Permanent Certificate of Occupancy	\$100.00 + PRF
Appeal	\$500.00 + PRF
Occupation of bldg. prior to CO issuance	\$200.00
Wireless Communications Facilities	\$150.00 + PRF
Modification of Postal Address by Owner	\$50.00
Building Permit Extension	one-half (1/2) of building permit fee
Sidewalk-in-lieu Fee	\$4.75 per square foot
Accessory Building	\$75.00 + PRF
Building Code Variance	\$600.00 + PRF
Comm. Development/Planning (Cont.)	
Fire Protection *	
Fire Plan Review - Fire Suppression/Alarm/Vent Hood	
First Review	\$115.00 per project + \$0.20 / SF

CITY OF ELGIN MASTER FEE SCHEDULE

Subsequent Review	\$90.00 flat fee each
Fire Plan Review - Site Dev., Plat, and Subdivision Construction	
Review	\$90.00 per hour. 1 hour minimum.
Fire Plan Review - New Construction & Remodel	
First Review	\$115.00 per project + \$0.20 / SF
Subsequent Review	\$90.00 flat fee
Fire Plan Review - Shell Building	
First Review	\$75.00 per project + \$0.10 / SF
Subsequent Review	\$90.00 flat fee
Fire Plan Review - Tenant Improvement / Finish Out	
First Review	\$85.00 per project + \$0.15 / SF
Subsequent Review	\$65.00 flat fee
Fire Inspections	
First Inspection	\$115.00 per hour; \$75.00 each additional hour. 1 hour minimum
Subsequent Inspection	\$100.00 per hour; \$70.00 each additional hour. 1 hour minimum
Fire Code Variance	\$600.00 +PRF
Category	
Comm. Development/Planning (Cont.)	
Signage Fees *	
Signage Fees General	
Signage Master Plan Outside Historic Districts	\$300.00 + PRF
Signage Master Plan Within Historic Districts	\$100.00 + PRF
Signage Master Plan Modification Outside Historic Dist.	\$150.00 + PRF
Signage Master Plan Modification Within Historic Dist.	\$75.00 + PRF
Sign Variance Outside Historic Districts	\$600.00 + PRF
Sign Variance Within Historic Districts	\$300.00 + PRF
Awning Sign Fee Outside Historic Districts	\$75.00 + PRF
Awning Sign Fee Within Historic Districts	\$50.00 + PRF
Bulletin Board Sign Outside Historic Districts	\$75.00 + PRF
Bulletin Board Sign Within Historic Districts	\$25.00 + PRF
Canopy Sign Outside Historic Districts	\$75.00 + PRF
Canopy Sign Within Historic Districts	\$50.00 + PRF
New Changeable Copy Sign Outside Historic Districts	\$75.00 + PRF
New Changeable Copy Sign Within Historic Districts	\$50.00 + PRF
Changeable Copy Sign Reface	\$50.00 + PRF
New Freestanding Sign Outside Historic Districts	\$5.50 sq. ft, maximum \$200.00 + PRF
Freestanding Sign Reface Outside Historic Districts	\$2.25 sq. ft, maximum \$50.00 + PRF
New Freestanding Sign Within Historic Districts	\$50.00 + PRF
Freestanding Sign Reface Within Historic Districts	\$25.00 + PRF
Painted Sign Outside Historic Districts	\$75.00 + PRF
Painted Sign Within Historic Districts	\$25.00 + PRF
Political Election Sign Outside Historic Districts	\$0.00
Political Election Sign Within Historic Districts	\$0.00
New Projecting Sign Outside Historic Districts	\$5.50 sq. ft, maximum \$200.00 + PRF
Projecting Sign Reface Outside Historic Districts	\$2.25 sq. ft, maximum \$50.00 + PRF
New Projecting Sign Within Historic Districts	\$50.00 + PRF
Projecting Sign Reface Within Historic Districts	\$25.00 + PRF
Signage Fees (Cont.) *	
Temp. Sign (i.e banner, sidewalk) Outside Historic Dist.	\$50.00
Temp. Sign (i.e banner, sidewalk) Within Historic Dist.	\$25.00
New Wall Sign Outside Historic Districts	\$5.50 sq. ft, maximum \$200.00, + PRF
Wall Sign Reface Outside Historic Districts	\$2.25 sq. ft, maximum \$50.00 + PRF
New Wall Sign Within Historic Districts	\$50.00 + PRF
Wall Sign Reface Within Historic Districts	\$25.00 + PRF
New Window Sign Outside Historic Districts	\$75.00
New Window Sign Within Historic Districts	\$25.00
Signage Inspection Fees	
Painted Signs Outside Historic District	\$25.00 + PRF
Painted Signs Inside Historic District	\$25.00 + PRF
Freestanding, Projecting, & Wall Signs Outside Historic District	\$75.00 + PRF
Freestanding, Projecting, & Wall Signs Inside Historic District	\$25.00 + PRF
Temporary Signs Outside Historic District	\$25.00
Temporary Signs Inside Historic District	\$0.00
All Other Permanent Signs Outside Historic District	\$50.00 + PRF
All Other Permanent Signs Inside Historic District	\$25.00 + PRF



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 6, ARTICLE IX, SECTION 6-265; AMENDING CHAPTER 6, ARTICLE XI, SECTION 6-330, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending Chapter 6, Article IX, Section 6-265 and Section 6-330 adding to the list of work exempt from permitting for one and two-family dwellings and for existing buildings.

BACKGROUND:

These changes are being made at the request of the Council. The building code as adopted, requires a permit for all window replacements, regardless of the number of windows being replaced. This amendment to the code would exempt window and frame replacements of not more than twenty-five (25) percent of the structure during a twelve-month period. This exemption would apply to residential dwellings and only in cases where the replacement windows are the same size and shape of the previous windows. If more than twenty-five percent of the total windows on a dwelling are being replaced, or if the window size is being altered (either larger or smaller), a permit will be required.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the ordinance amending Chapter 6, Article IX, Section 6-265 and 6-660 as presented.

ATTACHMENTS:

1. Ordinance 2024-10-22-_____ (Windows)

- { } 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. 2024-10-22-XX

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE IX, SECTION 6-265; AMENDING CHAPTER 6, ARTICLE XI, SECTION 6-330, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

Chapter 6, Buildings and Building Regulations, Article IX International Residential Code For One- And Two-Family Dwellings, Section 6-265, Code Adopted By Reference And Specialized Amendments, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

II.

Chapter 6, Buildings and Building Regulations, Article XI International Existing Building Code, Section 6-330, Code Adopted By Reference And Specialized Amendments, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “B”, attached hereto and incorporated herein.

III.

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

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

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

READ, PASSED, and ADOPTED on first reading this 22nd day of October 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

“Exhibit A”

Chapter 6 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE IX. - INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS

Sec. 6-265. - Code adopted by reference and specialized amendments.

- (a) The International Residential Code for One- and Two-Family Dwellings, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendices AA-AK, AM-AP, and AR-AU are hereby adopted from the International Residential Code for One- and Two-Family Dwellings.
- (c) Specialized amendments to the International Residential Code for One- and Two-Family Dwelling Codes are as follows:
 - (1) Sections R103, R104.10.1, R112, and R313.2 are hereby deleted in their entirety.
 - (2) Section 104.10 is modified by removing the word "building official" and replacing it with "building standards commission."
 - (3) Section R105.2 Building 1 is modified from "200 square feet (18.58m²) to "151 square feet (14.02m²)."
 - (4) Section R105.2 Building 10 is modified from "200 square feet (18.58m²) to "151 square feet (14.02m²)."
 - (5) Section R105.2 is modified to add a new Building 11 which shall state the following: "Windows and window frames comprising no more than 25% of the total count of windows on the structure where the replacement is occurring and being replaced by windows and window frames of the same size and shape within a 12-month period."
 - (6) Section R105.3.1.1 is modified to add a new 2.4 which shall state the following: "A building located within a historic district as designated by the city council."

¹State law reference(s)—Regulation of buildings and other structures, V.T.C.A., Local Government Code § 214.001 et seq.

“Exhibit B”

Chapter 6 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE XI. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 6-330. - Code adopted by reference and specialized amendments.

- (a) The International Existing Building Code, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendices B, C are hereby adopted from the International Existing Building Code.
- (c) Specialized amendments to the International Existing Building Code are as follows:
 - (1) Sections 103, 104.10.1, 105.1.1, 105.1.2, 112, 117.3 and 117.4 are hereby deleted in their entirety.
 - (2) Section 104.10 is modified by removing the word "code official" and replacing it with "building standards commission."
 - (3) Section R105.2 is modified to add a new Building 7 which shall state the following: "Windows and window frames comprising no more than 25% of the total count of windows on the residential structure where the replacement is occurring and being replaced by windows and window frames of the same size and shape during a 12-month period."
 - (4) Section 116.6 is modified by removing the word "appeals board" and replacing it with "building standards commission."

¹State law reference(s)—Regulation of buildings and other structures, V.T.C.A., Local Government Code § 214.001 et seq.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE AN APPLICATION TO THE TEXAS DEPT. OF MOTOR VEHICLES – MOTOR VEHICLES CRIME PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

DEPARTMENT: Police

PROPOSED ACTION: Approval of Grant Application to Motor Vehicle Crime Prevention Authority

BACKGROUND:

The Texas Dept. of Motor Vehicles, through the Motor Vehicle Crime Prevention Authority provides financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of Resolution

ATTACHMENTS:

1. Resolution to Approve MVCPA Grant

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS TO AUTHORIZE AN APPLICATION TO THE TEXAS DEPT.
OF MOTOR VEHICLES – MOTOR VEHICLES CRIME
PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED
BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE
CITY MANAGER TO EXECUTE SAID AGREEMENT.**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1.006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, The City of Elgin has agreed that in the event of loss or misuse of the grant funds, the City of Elgin agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

WHEREAS, BE IT RESOLVED and ordered that Chris Noble, Chief of Police, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

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. Chief of Police Chris Noble is designated as the Program Director and the City of Elgin Finance Manager is designated as the Financial Officer of this grant.

Section 3. Budget. The City Council does hereby acknowledge that this item was not included within the *FY24-25 City of Elgin Annual Operating Budget*.

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

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

PASSED AND ADOPTED this 22nd day of October 2024

Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary