



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 16, 2018
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will 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. 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 submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VI. GENERAL DISCUSSION

1. Review And Discussion Of Salary And/Or Compensation Levels For Mayor And City Council

Documents:

[EXSUMMARY - COUNCIL COMPENSATION.PDF](#)

VII. CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

VIII. NEW BUSINESS

1. A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN CITY OF ELGIN AND CIT BANK, NA FOR LEASING COMMUNICATIONS EQUIPMENT FOR A PERIOD OF 60 MONTHS.

Documents:

[EXSUM CONSIDER AVAYA CONTRACT.PDF](#)
[06 RES NO AUTHORIZE AGREE. WITH AVAYA.PDF](#)
[AVAYA LEASE AGREEMENT EXHIBIT A.PDF](#)
[AVAYA AGREEMENT ADDENDUM.PDF](#)

2. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN CITY OF ELGIN AND TRC FOR ENGINEERING SERVICES RELATED TO DESIGN AND CONSTRUCTION SUPERVISION OF 18" RAW WATER TRANSMISSION LINE IMPROVEMENTS.

Documents:

[EXSUM AUTHORIZING EXECUTION OF ENG SERV TRCA.ASD.PDF](#)
[06 RES NO AUTHORIZE AGREE. WITH TRC 18 INCH WATER LINE .PDF](#)
[TRC AGREEMENT 18 INCH WATER LINE REPLACE FINAL.PDF](#)

3. AN ORDINANCE AMENDING ORDINANCE 2015-03-03-09 ESTABLISHING NEW RATES FOR THE COLLECTION OF WASTE DISPOSAL FOR RESIDENTIAL CUSTOMERS BASED ON AN INCREASE IN PRICES NEGOTIATED WITH THE CITY'S SOLID WASTE CONTRACTOR (REPUBLIC), FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR THE CITY OF ELGIN; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

Documents:

[EXSUM RE ORD TO INCREASE RES GARBAGE RATES.PDF](#)
[ORD INC RES COLLECTION RATES 10-1-2018.PDF](#)
[EXCERPT FROM PROP BUDGET RE RES RATES FOR GARBAGE.PDF](#)

IX. 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.

X. RECONVENE

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

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

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

I, Amelia Sanchez, 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 7:00 P.M. Friday, October 12, 2018, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of salary and/or compensation levels for Mayor and City Council

DEPARTMENT: City Manager

PROPOSED ACTION:

Review and discussion of compensation amounts and related policies for the Mayor and City Councilmembers; and possible direction to staff regarding same.

BACKGROUND:

Discussed at previous meetings; As part of the recent deliberations related to the FY18-19 Annual Budget, a question was raised as to whether consideration should be given to the possible adjustment of the monthly salary/compensation levels provided to the City's elected officials.

Currently, the Mayor receives a monthly stipend of \$75 per month or \$900 per year; while each City Councilmember receives \$50 per month/\$600 per year. The elected officials receive no other compensation; although they are eligible to receive reimbursement for direct costs or travel expenses related to their roles as Councilmembers. These compensation levels/practices were established long ago and pre-date all current elected officials and staff.

Section 6 of the Elgin City Charter provides that *"Members of the council shall receive per diem for each month they serve on the council as established by ordinance. The council shall, as well, be entitled to reimbursement for all other expenses incurred in the performance of their official duties . . ."*

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Discussion of compensation levels for the Mayor and City Councilmembers; and direction to staff, if any, as deemed appropriate.

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: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN CITY OF ELGIN AND CIT BANK, NA FOR LEASING COMMUNICATIONS EQUIPMENT FOR A PERIOD OF 60 MONTHS.

DEPARTMENT: Finance

PROPOSED ACTION: Consider carefully said Lease Agreement and Approve only on conditions favorable to the City.

BACKGROUND:

A five-year Lease Agreement for communication equipment used by the City, was set to expire in October 2018. Prior to expiration of the Agreement a request was made to renew the Agreement for a period of three years with the same terms and conditions as found in the original Agreement. The response was a five-year agreement with an addendum that modified the Non-Appropriation Clause of the original Agreement, making it totally meaningless.

A counter-offer has been proposed but we have yet to receive a response to it. By the time of the Council meeting we hope to have some resolution to this issue.

BUDGET/FINANCIAL IMPACT:

Funding for lease payments were included in the 2018-19 Fiscal Year Budget.

RECOMMENDATION: Recommended for acceptance under certain conditions

ATTACHMENTS: 1.) Draft Copy of Resolution authorizing the Agreement between City and CIT Bank, NA. 2.) Copy of Lease Agreement between City and CIT Bank, NA. 3.) Proposed Addendum to Lease Agreement.

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

Fiduciary Responsibility -

being bound ethically to act in the tax payer's best interests

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS TO APPROVE AN AGREEMENT WITH CIT BANK, NA TO
LEASE COMMUNICATION EQUIPMENT TO THE CITY.**

WHEREAS, the City of Elgin has leased certain communication system components from CIT BANK, N.A. for the last five years; and

WHEREAS, the City wishes to continue the lease agreement for a period of three years or at a reduced price; and

WHEREAS, CIT BANK, N.A has offered to provide such equipment at the same rate as in the original agreement but has included an addendum that essentially nullifies the non-appropriation provision that was in the original lease document; and

WHEREAS, it is not in the City's best interest to agree to the terms and conditions proffered by the lessor in its original form;

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

The City Council approves the Agreement with CIT BANK, N.A (lessor) as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes; and

That Lessor shall provide the equipment said services for \$_____ per month for a period of _____ years.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 16th DAY OF OCTOBER, 2018.

ATTEST:

Chris Cannon, Mayor

Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

Charlie Crossfield, City Attorney



EXHIBIT A

SLG LEASE AGREEMENT

FINANCIAL SERVICES

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the Lessee indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean the **Lessor, CIT BANK, N.A.** Our address is 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256. Phone 800-327-3333

Form AFS-SLGTL-LA-DS 2011.1 Page 1 of 3

CUSTOMER INFORMATION	Lessee Name	E-Mail Address	Tax ID # 746000822
	ELGIN, CITY OF		Tax Exempt #
	Billing Street Address/City/State/Zip	Phone No.	Lease # 1563106
	310 NORTH MAIN ST, ELGIN, TX 78621	512-285-5721	
Equipment Location Street Address/City/County/State/Zip			
See Attachment A			

SUPPLIER INFORMATION	Supplier Name ("Supplier")
	See Attachment A

EQUIPMENT DESCRIPTION	Make/Model
	See Attachment A

END OF LEASE PURCHASE OPTION

Fair Market Value

TERM AND LEASE PAYMENT	Lease Term (Months)	Lease Payment	Documentation Fee	You agree to pay at the time you sign this Lease: 0 Mos. (\$0.00) Total Advance Lease payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.	Plus Applicable Taxes
	60		\$0.00		

INSURANCE AND TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS 1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease. If you have entered into a Supply Contract with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that you sign a Delivery and Acceptance Certificate and will continue for the number of months specified in this Lease unless renewed as set forth in this Lease or earlier terminated as set forth in Section 3 of this Lease. The Equipment will be deemed irrevocably accepted by you upon: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. (NOTE: Terms and Conditions continue on the following pages.)

By signing this lease: (i) you acknowledge that you have read and understand all of the terms and conditions of this lease, which is documented on our Form AFS-SLGTL-LA-DS 2011.1, (ii) you agree that if a copy of this lease is signed by you and the front of the copy is delivered to us by facsimile transmission or otherwise, to the extent any provisions are missing or illegible or changed (and not initialed by both you and us), the terms and conditions of our Form AFS-SLGTL-LA-DS 2011.1 in use on the date we receive the copy signed by you will be the terms and conditions of the lease, (iii) you agree that this lease is a net lease that you cannot terminate or cancel except as specifically provided herein, you have an unconditional obligation to make all payments due under this lease, and you cannot withhold, setoff or reduce such payments for any reason, (iv) you agree that you will use the equipment only for governmental purposes, (v) you warrant that the person signing this lease for you has the authority to do so, (vi) you confirm that you decided to enter into this lease rather than purchase the equipment for the lower total cash price, and (vii) you agree that this lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with federal law and the laws of the state of New York (without regard to the conflict of laws principles of such state). You consent to the jurisdiction of any court located within that state and waive any objection relating to improper venue or forum non conveniens. **BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

ELGIN, CITY OF

Lessee
X
Authorized Signature

Print Name & Title _____ Date _____

CIT BANK, N.A.

Lessor
X
Authorized Signature

Print Name & Title _____ Date _____

CERTIFICATION

I, _____ (Certifier), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ (Certifier's Title) of the Lessee identified above, which is In the State or a political subdivision or agency, duly organized and existing under the laws of the State of _____ (State); and that I Have custody of the records of Lessee; as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ (Name of Authorized Signatory of Lessee), is the _____ (Title) of Lessee and is duly authorized to Execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____.

--SEAL-- Certifier's Signature

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of dismantling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE; RECORDING.** Unless you have been granted a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

13. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 90 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexhausted and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

AUTHORIZED SIGNER'S TITLES

CORPORATION

- President
- Vice President
- Treasurer
- Controller
- Chief _____ Officer:
 - Executive, Financial, Operating, Information, Accounting, Administrative, Analytics, Brand, Channel, Commercial, Compliance, Communications, Data, Detail, Information, Information Security, Legal, Marketing, Networking, Procurement, Risk, Strategy, Technical, Human Resources
- Director of Finance
- Director of Information Technology
- Administrator (Hospitals and Nursing Homes only)
- Information Technology Manager (Up to \$50,000)
- Director of Purchasing OR Purchasing Manager (Up to \$50,000)
- General Manager (Up to \$50,000)
- Operations Manager (Up to \$50,000)
- Branch Manager (Up to \$50,000)
- Facilities Manager (Up to \$50,000)
- Officer Manager (Up to \$25,000..Acceptable to non-publicly held corporations, professional associations and professional corporations only)

NON-PROFIT

- Refer to CORPORATION
- Executive Director
- Administrator (Up to \$50,000)

PROFESSIONAL CORPORATION/PROFESSIONAL ASSOCIATION

- Refer to CORPORATION

LIMITED LIABILITY CORPORATION/COMPANY

- Member
- Managing Member
- Manager
- First five titled persons named under CORPORATION

GENERAL PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED LIABILITY PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

SOLE PROPRIETORSHIP

- Owner

CHURCH

- Refer to NON-PROFIT, however, only first five titled persons under CORPORATION
- Pastor

SCHOOL DISTRICTS

- Need school board approval for lease, person authorized on board approval must sign the lease

UNIVERSITIES / COLLEGES

Private

- Refer to "CORPORATION" (non-profit institutions)
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

Public

- May need PO – especially if ordered off a BPA / BOA
- Copy of authorization signed by board or RFP award
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

PUBLIC SECTOR

- Need certificate of authority / resolution authorizing transaction
- Fully executed and funded PO will substitute
- Awarded RFP
- Contracting Officer
- Purchasing / Procurement Director or similar title ok for transactions under \$100,000

SLG LEASE AGREEMENT - Attachment A

LESSEE: ELGIN, CITY OF	LESSOR: CIT BANK, N.A.
Street Address: 310 NORTH MAIN ST	Address: 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256
City, State, Zip: ELGIN, TX 78621	Lease Number: 1563106

EQUIPMENT:

Supplier / Equipment Description / Equipment Location
1. SHARCO TECHNOLOGIES / 1 AVAYA / Avaya IP Office // 202 DEPOT ST., ELGIN, BASTROP, TX 78621
2. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 310 NORTH MAIN ST, ELGIN, BASTROP, TX 78621
3. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 310 NORTH MAIN ST, ELGIN, BASTROP, TX 78621
4. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 720 WEST CLEVELAND ST, ELGIN, BASTROP, TX 78621
5. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 1135 SWENSON, ELGIN, BASTROP, TX 78621
6. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 1137 SWENSON, ELGIN, BASTROP, TX 78621
7. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 404 N MAIN, ELGIN, BASTROP, TX 78621



FINANCIAL SERVICES

DELIVERY AND ACCEPTANCE
CERTIFICATE

CUSTOMER
INFORMATION

Lessee Name

ELGIN, CITY OF

Billing Street Address/City/State/Zip

310 NORTH MAIN ST, ELGIN, TX 78621

Equipment Location Street Address/City/County/State/Zip

See Attachment A

Lease #

1563106

By signing below, you, the Lessee, agree:

- A) That all equipment described in the lease identified above ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and
- B) That we, the Lessor, CIT BANK, N.A., are authorized to purchase the Equipment and start billing you under the lease. Our address is 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

YOU AGREE THAT IF A COPY OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE IT WILL BE BINDING ON YOU AND, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-DAC-DS-2011.1 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE DELIVERY AND ACCEPTANCE CERTIFICATE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS DELIVERY AND ACCEPTANCE CERTIFICATE, WE MAY PRODUCE A COPY OF THE DELIVERY AND ACCEPTANCE CERTIFICATE TRANSMITTED TO US BY FACSIMILE TRANSMISSION AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE. IF YOU DELIVER THIS DELIVERY AND ACCEPTANCE CERTIFICATE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS DELIVERY AND ACCEPTANCE HAS NOT BEEN CHANGED.

LESSEE: ELGIN, CITY OF

By:

(Authorized Signature)

(Type/Print Name)

(Title)

(Date)



Equipment:
AVAYA / AVAYA IP OFFICE /
AVAYA / IP OFFICE /
AVAYA / IP OFFICE /
AVAYA / IP OFFICE /
AVAYA / IP OFFICE /
AVAYA / IP OFFICE /
AVAYA / IP OFFICE /
Total Equipment Cost: \$81,218.96

The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by CIT Bank, N.A. under any policy with any insurance company covering a loss covered under this policy.

If CIT Bank, N.A. requests additional or updated certificates in the future, you should provide such certificates to them.

Forward certificates of insurance to: CIT Bank, N.A.
10201 Centurion Parkway North, Suite 100
Jacksonville, FL 32256
Attn: Shared Services

Broker/Agent Name:	
Address:	
Contact Name:	Telephone: () ext.
	Fax: ()

Lessee/Insured: **ELGIN, CITY OF**

By: _____
Authorized Signature

Type/Print Name & Title

Date _____

**PLEASE SEND ONE COPY OF THE COMPLETED FORM TO YOUR BROKER
AND RETURN ONE COPY TO US.**



FINANCIAL SERVICES

To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST		
Lease Number:	1563106	
Customer Legal Name:	ELGIN, CITY OF	
Billing Address:	_____ Street Address	
	_____ City, State, ZIP	
Purchase Order #(if applicable):	_____	
Attention:	_____	
Individual who will process payments	First Name	MI Last Name
Contact Email Address:	_____	
Telephone Number:	_____	
Individual who will process payments	(Area Code)	
Equipment Location(s):	1. _____ Street Address	
If different from Billing Address	_____ City, State, ZIP	
	2. _____ Street Address	
	_____ City, State, ZIP	
Are you sales/rental tax exempt?	[] Yes -- Tax exemption certificate attached. [] No	
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION		
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.		
☐	Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.	
	OR	
☐	Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.	
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).		
Special Instructions:		

Customer Signature	Date	Type/Print Name & Title

**CERTIFICATE OF APPROPRIATIONS
STATE AND LOCAL GOVERNMENT**

I, _____ do hereby certify that I am the
(Name)
duly elected or appointed and acting _____ of
(Title)

ELGIN, CITY OF ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement or SLG Lease Purchase Agreement identified by Lease Number 1563106 between Lessee and CIT Bank, N.A. or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this ____
_____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

SLG Lease Addendum (Texas)

CUSTOMER INFORMATION	Lessee Name	Lease #	Schedule #
	Elgin, City Of	1563106	
	Billing Street Address/City/State/Zip 310 North Main St. Elgin, TX 78621		

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number and Schedule Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. This Section 1 replaces Section 2 to the Lease entitled "Funding Intent".

2. **Nonappropriation of Funds.** If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your

fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such nonappropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments. This Section 2 replaces Section 3 to the Lease entitled "Nonappropriation of Funds".

3. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.**

Lessee: Elgin, City Of

Authorized Signature

Print Name & Title

Date

Lessor **CIT Bank, N.A.**

Authorized Signature

Print Name & Title

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN CITY OF ELGIN AND TRC FOR ENGINEERING SERVICES RELATED TO DESIGN AND CONSTRUCTION SUPERVISION OF 18" RAW WATER TRANSMISSION LINE IMPROVEMENTS.

DEPARTMENT: City Manager

PROPOSED ACTION: Authorize Mayor to Execute the Agreement as presented or with any modifications the Council may wish to suggest.

BACKGROUND:

During the last discussion City staff had with the Council regarding capital improvement projects, it was recommended that the City move forward with replacing an existing 12" water line with an 18" line. The new 18" line would substantially increase the capacity for transporting water from Well # 14 and the new Well #16 (that is nearing completion), to the treatment plant. This would be the first phase of the project with a contract for actual construction of the water line improvements coming later.

One of the deliverables from this project would be documentation of the specifications for construction and an estimate of the total cost of the project which will be used to size the Bond issue that will be required to finance construction of the line.

Completion of both phases of this project would immediately increase the capacity of the Water System to maximize the volume of water that could be made available for current and future customers.

BUDGET/FINANCIAL IMPACT:

Funding for services performed under this Agreement would come from proceeds of the 2016 Certificates of Obligations. Savings realized from the cost of drilling Well #16 are more than adequate to fund the \$242,811 cost of this project.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: 1.) Copy of Resolution authorizing the Agreement between City and TRC.
2.) Copy of Letter Agreement with TRC containing the scope, cost of services and other terms and conditions to be agreed to between the parties.

{X} Staff will provide brief comments and answer questions on this item at 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 APPROVE AN AGREEMENT WITH TRC TO PROVIDE ENGINEERING SERVICES TO THE CITY RELATED TO 18" WATER LINE IMPROVEMENTS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Elgin has a Master Services Agreement with TRC to provide Engineering Services on a Project by Project basis; and

WHEREAS, the City has determined that 20,600 linear feet of 12" water line is in need of replacement, to greatly improve operational efficiency of the Water System and to enhance its ability to serve the expanding needs of existing as well as new customers; and

WHEREAS, TRC has offered to provide engineering services required to design the improvements, develop necessary specifications, coordinate bidding of the project and supervise construction of the improvements as defined in the letter Agreement, attached hereto as EXHIBIT A;

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

The City Council approves the Agreement with TRC as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and that TRC shall provide said services on a lump sum basis for \$242,811.00 as stipulated in the Agreement.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 2nd DAY OF OCTOBER, 2018.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

DATAprose® AMENDMENT TO PRODUCTION AGREEMENT

This Amendment to the Production Agreement ("Amendment") amends the Production Agreement ("Agreement") made between DataProse, LLC, a Texas limited liability company ("DataProse") and the City of Elgin ("Client") dated 2/2/2012. The purpose of this Amendment is to amend the terms and conditions agreed to in this prior Agreement. The effective date of this Amendment is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

PURPOSE OF AMENDMENT. This Amendment shall become effective as of the Effective Date and makes the following changes to the prior Agreement.

- Replaces Schedule 1.0 from the Agreement with Schedule 1.1 (below) which amends the Fees for Goods & Services.
- Replaces Article 3 of the Agreement with Article 3.1 (below) which amends the term of the Agreement.
- Replaces Article 15 of the Agreement with Article 15.1 (below) which amends the client notice of the Agreement.

DataProse and Client agree that this Amendment is hereby incorporated by reference into the Agreement. The Agreement and this Amendment set forth the entire understanding between the Parties with respect to the Licensed Software/Services, as defined below.

Schedule 1.1 – Fees for Goods & Services

ServiceBill (Package Includes: data processing & simplex, CM K (full color) imaging: full-color front over black or grey backer, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)

	\$0.15	Per Bill
Optional Services		
Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for 12 months from creation date)	\$0.015	Per Bill
ViewBill Transmission (includes FTP transmission to client site or files copied to CDROM)	\$150.00	Per Transmission/CDROM
NCOALink – Automated address update service	\$0.50	Per Address Correction
Additional Impressions	\$0.05	Per Impression
Bill Suppression (data processing only – Group Y & Z)	\$0.05	Per Bill
Oversized Surcharge (8-99 page bills – Group C)	\$0.35	Per Bill
Oversized Surcharge (100+ page bills – Group D & E)	\$4.00	Per Bill
Additional Inserts	\$0.01	Per Insert
Offline Folding	\$0.01	Per Piece
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$125.00	Per Hour
Freight, Courier & Air Delivery	Cost	Per Request
Minimum Daily Processing/Production Fee	\$150.00	Per Day
Minimum Monthly Charge	\$500.00	Per Month
Postage (1 oz.)	\$0.38	Per Bill

ARTICLE 3.1 TERM. The term of this Amendment shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the Effective Date, unless terminated earlier in accordance with provisions found elsewhere in the Agreement. The Amendment shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

ARTICLE 15.1 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such change to the other party.

If to DataProse:

DataProse
1122 W. Bethel Road, Suite 100
Coppell, TX 75019
Attention: COO

If to Client:

City of Elgin
310 North Main Street
Elgin, TX 78621
Attention: Finance Director

IN WITNESS WHEREOF, The parties hereto have caused this Amendment to be executed and to be effective as of the Effective Date.

DataProse, LLC

City of Elgin:

By: _____
CEO

By: _____

Date: _____

Title: _____ Date: _____



T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE

512.454.2433 FAX

www.TRCSolutions.com

October 3, 2018

Mr. Thomas Mattis, City Manager
City of Elgin
310 N. Main Street
Elgin, Texas 78621

**Re: 18" Raw Water Transmission Line Improvements
Engineering Services Contract**

Dear Mr. Mattis:

TRC Engineers, Inc. has prepared this Proposed Engineering Letter of Agreement for professional engineering services for the proposed 18" Raw Water Transmission Line Improvements.

The project consists of approximately 20,600 linear feet of 18" water line. The proposed improvements will replace an existing 12" water transmission line. The improvements will begin approximately 2,300 feet from the City of Elgin's water treatment facility at the termination of the previous 18" water transmission line improvement project. The transmission line will extend to Well #16. The work will consist of water line design and modeling. TRC will provide a presentation to City Staff and City Council, at the request of the City. These services will be performed under the terms and conditions of our previously executed Master Services Agreement with the City of Elgin.

TRC Engineers, Inc. will perform the following Scope of Work:

SCOPE OF WORK

A. Preliminary Phase

1. Provide necessary field topographical data for the project limits. Research property ownership along the existing 12" water line easement. The right of way will be determined based on monuments and record research.
2. Furnish the Owner preliminary data, including preliminary layouts and preliminary cost estimates.

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE IMPROVEMENTS
ENGINEERING SCOPE OF WORK (10/03/2018)

3. Perform an investigation of the natural resources within the proposed project area to identify existing conditions and determine the presence of sensitive natural resources.
4. Perform a background review of existing and available data to determine the potential for protected species to occur within the project area.
5. Conduct a survey concurrent with the waters of the U.S. Delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the project area.
6. Perform a review to identify existing conditions and identify documented cultural resources within the area of potential effect that could potentially be impacted by the proposed work.

B. Design Phase

1. Prepare construction plans and specifications for the proposed 18" raw water transmission line improvements project consisting of approximately 20,600 linear feet of 18" water line.
2. Prepare 20' temporary construction easement metes and bounds for fourteen (14) properties.
3. Submittal to Texas Commission Environmental Quality (TCEQ).
4. Submit draft plans to City for review and comments prior to bidding.
5. Furnish to the Owner three (3) copies of approved plans and bidding specifications.

C. Construction Phase

1. Assist the City in bid process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
2. Assist Owner during construction consisting of preconstruction meeting attendance, contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, preparation of contractor punch list and record drawing preparation.

Assumptions:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE IMPROVEMENTS
ENGINEERING SCOPE OF WORK (10/03/2018)

- The City will provide access agreements for access to all private properties (if necessary).
- TRC will coordinate with Texas One Call and the City of Elgin for all subsurface locations within the proposed project.

Exclusions:

The following items are specifically excluded from the scope of work:

- Design of improvements or relocations for gas lines, telephone lines or other franchise utilities.
- Construction staking.
- Continuous construction inspection.
- Detailed title search or title policy.
- Attendance at or preparation for condemnation hearings.
- Easements (not mentioned above) or plat documents, landowner contact or easement negotiations.
- Archaeological surveys (if applicable).
- Endangered species mitigations plans/cost (if applicable).
- Detailed ESA compliance documentation for a NWP 12 PCN submittal package (may be required).
- Clean Water Act Section 401 compliance.
- Clean Water Act Section 404 individual permit.
- Design of bank stabilization (if applicable).
- Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Elgin forces will provide and operate the equipment.

Compensation for Services:

The cost to provide the engineering services will be invoiced as a lump sum project, as follows:

Surveying:	\$ 39,760.00
Temporary Easements (\$800 per each):	\$ 11,200.00
Environmental:	\$ 17,651.00
Engineering Design:	\$ 128,500.00
Bidding Services:	\$ 7,500.00
Construction Administration:	\$ 38,200.00
Total:	\$ 242,811.00

CITY OF ELGIN
18" RAW WATER TRANSMISSION LINE IMPROVEMENTS
ENGINEERING SCOPE OF WORK (10/03/2018)

This lump sum fee includes labor and material costs associated with the Scope of Work identified above.

TRC's lump sum fee above is based on a continuous flow of work. Decision-making by the client that may negatively impact progress of the project according to the scheduled time-frame, will not be unreasonably withheld. Any delays or restrictions caused by customer or customer sub consultants, may be grounds for the customer being charged additional fees.

The payment schedule will be via progress billing (percent complete for each task).

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or material cost through a formal change order process, which results in approval of the additional cost prior to excluding the additional work.

The services will be provided in Bastrop County.

Fees for service quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

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

CITY OF ELGIN

TRC ENGINEERS, Inc.



By: _____
Chris Cannon, Mayor

By: _____
K. Beau Perry, P.E.
Vice President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING ORDINANCE 2015-03-03-09 ESTABLISHING NEW RATES FOR THE COLLECTION OF WASTE DISPOSAL FOR RESIDENTIAL CUSTOMERS BASED ON AN INCREASE IN PRICES NEGOTIATED WITH THE CITY'S SOLID WASTE CONTRACTOR (REPUBLIC), FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR THE CITY OF ELGIN; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

DEPARTMENT: Finance

PROPOSED ACTION: Adoption of the proposed increase in rates to recover the increased cost of service to the City by its provider.

BACKGROUND:

Part of the review process with Council concerning terms and conditions of the extension of services with "Republic" for waste collection and disposal services, included a negotiated increase of the City's cost for such services in the amount of 22% to be effective April 1, 2019. The proposed budget recommended an increase for such services by 12% beginning October 1, 2018 to mitigate the increase in costs by the Provider that will be effective April 1, 2019.

Adoption of the proposed Ordinance will simply codify the recommended actions to minimize the impact of the increase by the City's solid waste collection and disposal Contractor that will occur later this year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends adoption of this attached Ordinance as presented.

ATTACHMENTS: 1.) Ordinance adopting new rates for collection and disposal of solid wastes for residential customers effective October 1, 2018. 2.) Excerpt from Proposed Budget recommending the course of action that would be codified with adoption of this Ordinance.

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

**ORDINANCE AMENDING ORDINANCE 2015-03-03-09
ESTABLISHING NEW RATES FOR THE COLLECTION
OF WASTE DISPOSAL FOR RESIDENTIAL
CUSTOMERS BASED ON AN INCREASE IN
PRICES NEGOTIATED WITH THE CITY'S
SOLID WASTE CONTRACTOR (REPUBLIC),
FOR COLLECTION AND DISPOSAL OF SOLID WASTE
FOR THE CITY OF ELGIN; AND REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT THEREWITH AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

Section 1: Section (1) a-g of Ordinance 2015-03-03-09 of the City of Elgin, Texas is hereby amended to read as follows, beginning with item (1):

- (1) The charges for the collection of garbage, rubbish and recycling from residential units located in the City using carts, bags and containers shall be levied upon the following basis:
 - (a) For the collection of garbage, rubbish and recycling at a single-family dwelling within a residential unit using one 95gallon garbage cart and one 95gallon recycling cart, the rate per month is..... \$18.33
 - (b) For the collection of garbage, rubbish and recycling at a single-family dwelling within a residential unit using two 95gallon garbage cart and one 95gallon recycling cart, the rate per month is..... \$24.29
 - (c) For the collection of garbage, rubbish and recycling at a single-family dwelling within a residential unit using three 95gallon garbage cart and one 95gallon recycling cart, the rate per month is..... \$27.52
 - (d) For the collection of garbage, rubbish and recycling at a single-family dwelling within a residential unit using four 95gallon garbage cart and one 95gallon recycling cart, the rate per month is..... \$30.76
 - (e) For the collection of garbage rubbish and recycling at a single-family dwelling within a residential unit, upon completion of proof of primary account holder qualifying as a Senior Citizen (age 65 and over), using only one 95gallon garbage cart and one 95gallon recycling car, the rate per month is.....\$13.23

Section 2: All Ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 3: The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

PASSED AND APPROVED ON THIS 2nd DAY OF OCTOBER 2018.

APPROVED:

MAYOR: Chris Cannon

ATTEST:

CITY SECRETARY: Amelia Sanchez

APPROVED AS TO FORM:

CITY ATTORNEY: Charlie Crossfield

Sanitation

Trash collection and disposal plus recycling services have been contracted out by the City to Republic/Allied Waste since September of 2012. In April of this year an amendment to the existing contract was negotiated for an additional five-year term. Terms of the new agreement required a 15% increase in Commercial Rates effective in May 2018 but delayed a larger increase (22%) in residential rates until April of 2019. It should be noted that since 2012, residential rates have only been adjusted a little over 7% from \$15.25 per month to \$16.37 which translates to less than 1% per year.

The 15% increase in commercial rates was put into effect in April of this year but residential rates were not changed. In lieu of increasing residential trash collection rates by 22% in April, this Proposed budget calls an increase of 12% (from \$16.37 per month to \$18.33) for residential rates beginning October 1, 2018. This will generate the same amount of revenue during the year that a 22% increase would have generated had it been implemented April. In future years, the programmed increases called for in the new contract would be effective October 1st of each fiscal year.

Public Works

Annual Appropriations

Sanitation

015-010

FY 2016-17 Actual	FY 2017-18 Amend.	% Diff.	FY 2018-19			% Diff.
			St Line.	Prog. Chng	Total	

Services/Other Charges

Solidwaste Collection

Services	-	-	803,502	-	803,502	100%
<i>Subtotal</i>	-	-	803,502	-	803,502	100%
TOTALS	<u>-</u>	<u>-</u>	<u>803,502</u>	<u>-</u>	<u>803,502</u>	100%