

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, DECEMBER 19, 2017

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3rd FLOOR
LOCKHART, TEXAS

6:30 P.M.

WORK SESSION (No Action)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issue discussed or reviewed during the work session.

DISCUSSION ONLY

- A. Discuss minutes of the City Council meetings of December 5, 2017 and December 12, 2017. 25-37
- B. Discuss a seven year lease-purchase agreement for \$22,023.06 annually with Stryker Sales Corporation for two power load stretcher units for patient safety and to reduce employee injuries, and two Lucas compression assist units for improving Advanced Life Safety (ALS) patient care for Lockhart-Caldwell County Emergency Service (EMS) front line ambulances, and appointing the Mayor to sign the lease agreement if approved. [FORM 1295=2017-12-19-31] 38-57
- C. Discuss award of fuel bid by Schmidt and Sons, Inc., of Lockhart, Texas, to supply and deliver Gasoline (plus) and Diesel to the City of Lockhart for the next year at a margin of \$0.055 cents per gallon/Gasoline (plus); \$0.055 cents per gallon/Diesel above the Daily Posted Oil Price Information Service (OPIS) price at Austin, Texas, referred to as the RACK price. [FORM 1295=2017-12-19-32] 58-65
- D. Discuss Resolution 2017-22 authorizing the filing of a grant application with the Capital Area Council of Governments (CAPCOG) for a Regional Solid Waste Grants Program Grant, authorizing the Mayor to act on behalf of the City of Lockhart, Texas in all matters related to the application, and pledging that if a grant is received, the City of Lockhart, Texas will comply with the grant requirements of CAPCOG, the Texas Commission on Environmental Quality (TCEQ), and the State of Texas. 66-67
- E. Discuss an agreement with Concrete Raising & Repair of Austin, Texas, in the amount of \$18,891.33 for concrete raising services to be performed on the Clearfork Street bridge culvert and on the Kennedy Street bridge, and appointing the City Manager to sign the agreement if approved. [FORM 1295=2017-12-19-33] 68-79
- F. Discuss award of bid to Reyna Drywall and Painting of Lockhart in the amount of \$42,275 to perform major maintenance on the exterior of the Library Annex by sealing the brick and glazing/sealing around all exterior windows to help prevent leaks into the building especially during windy rain events, and appointing the Mayor to sign the agreement if approved. [FORM 1295=2017-12-19-34] 80-86

WORK SESSION continued....

- G. Discuss recommendation by City Manager to enter into a negotiated professional services agreement with Bureau Veritas North America (BVNA) Engineers, Inspectors, and Surveyors of San Marcos, Texas, to assist with residential/commercial/industrial plan reviews and building/fire code inspections to ensure compliance with currently adopted codes including the fire code with local amendments, and appointing the Mayor to sign all legal documents. [FORM 1295=2017-12-19-35] 87-100
- H. Discuss semi-annual report from the Impact Fee Advisory Committee concerning the status of implementation of Chapter 31 "Impact Fees" of the Lockhart Code of Ordinances with regard to water, wastewater, and road impact fees. 101-107
- I. Discuss re-scheduling the August 7, 2018 Council meeting due to National Night Out and any other Council meeting(s) in 2018 due to a possible conflict with other events. 108-109
- J. Discussion after presentation by City Manager of the 2017-2022 Electrical System Study. 110-115
- K. Discussion regarding a \$5,000 contribution by the Downtown Revitalization Board to the Texas Swing Festival planned for September 2018, which if approved will be done in the interest of a public purpose since the event will attract out of town visitors to the City thereby increasing local business and City sales tax revenues. 116-121
- L. Discuss possible future Council agenda item to consider a name change for City Line Road between SH 142 and Clearfork Street. 122
- M. Discuss setting date for City Council Goals meeting in January or February 2018. 123

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation - Ministerial Alliance.
Pledge of Allegiance to the United States and Texas flags.
- 3. **CITIZENS/VISITORS COMMENTS**
(The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not on the agenda. No discussion can be carried out on the citizen/visitor comment.)
- 4. **PUBLIC HEARING/COUNCIL ACTION**
 - A. Hold a public hearing on application ZC-17-17 by Roy Stephens on behalf of Flores MH JV, LLC for a Zoning Change from RLD Residential Low Density District to RMD Residential Medium Density District on 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 601 Flores Street (FM 672). 6-24
 - B. Discussion and/or action to consider Ordinance 2017-47 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 601 Flores Street (FM 672), from RLD Residential Low Density District to RMD Residential Medium Density District.

5. **CONSENT AGENDA**

- A. Approve minutes of the City Council meetings of December 5, 2017 and December 12, 2017. 25-37
- B. Approve a seven-year lease-purchase agreement for \$22,023.06 annually with Stryker Sales Corporation for two power load stretcher units for patient safety and to reduce employee injuries, and two Lucas compression assist units for improving Advanced Life Safety (ALS) patient care for Lockhart-Caldwell County Emergency Service (EMS) front line ambulances, and appointing the Mayor to sign the lease agreement if approved. [FORM 1295=2017-12-19-31] 38-57
- C. Approve award of fuel bid by Schmidt and Sons, Inc., of Lockhart, Texas, to supply and deliver Gasoline (plus) and Diesel to the City of Lockhart for the next year at a margin of \$0.055 cents per gallon/Gasoline (plus); \$0.055 cents per gallon/Diesel above the Daily Posted Oil Price Information Service (OPIS) price at Austin, Texas, referred to as the RACK price. [FORM 1295=2017-12-19-32] 58-65
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- E. Approve an agreement with Concrete Raising & Repair of Austin, Texas, in the amount of \$18,891.33 for concrete raising services to be performed on the Clearfork Street bridge culvert and on the Kennedy Street bridge, and appointing the City Manager to sign the agreement if approved. [FORM 1295=2017-12-19-33] 68-79
- F. Approve award of bid to Reyna Drywall and Painting of Lockhart in the amount of \$42,275 to perform major maintenance on the exterior of the Library Annex by sealing the brick and glazing/sealing around all exterior windows to help prevent leaks into the building especially during windy rain events, and appointing the Mayor to sign the agreement if approved. [FORM 1295=2017-12-19-34] 80-86
- G. Approve recommendation by City Manager to enter into a negotiated professional services agreement with Bureau Veritas North America (BVNA) Engineers, Inspectors, and Surveyors of San Marcos, Texas, to assist with residential/commercial/industrial plan reviews and building/fire code inspections to ensure compliance with currently adopted codes including the fire code with local amendments, and appointing the Mayor to sign all legal documents. [FORM 1295=2017-12-19-35] 87-100
- H. Accept semi-annual report from the Impact Fee Advisory Committee concerning the status of implementation of Chapter 31 "Impact Fees" of the Lockhart Code of Ordinances with regard to water, wastewater, and road impact fees. 101-107

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider re-scheduling the August 7, 2018 Council meeting due to National Night Out and any other Council meeting(s) in 2018 due to a possible conflict with other events. 108-109
- B. Discussion and/or action after presentation by City Manager of the 2017-2022 Electrical System Study. 110-115
- C. Discussion and/or action regarding approval of a \$5,000 contribution by the Downtown Revitalization Board to the Texas Swing Festival planned for September 2018, which if approved will be done in the interest of a public purpose since the event will attract out of town visitors to the City thereby increasing local business and City sales tax revenues. 116-121
- D. Discussion and/or action regarding possible future Council agenda item to consider a name change for City Line Road between SH 142 and Clearfork Street. 122
- E. Discussion and/or action for setting date for City Council Goals meeting in January or February 2018. 123
- F. Discussion and/or action regarding appointments to various boards, commissions or committees. 124-131

7. **CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE DISCUSSION**

- Update: St. Paul United Church of Christ property Ad Hoc Committee met on Monday November 27; heard presentations from Meals on Wheels Central Texas and Mr. Scott Paul about use of the sanctuary as an Art-Cultural Center; discussed possible joint use of the property; committee met on Monday, December 11, at 4:30 pm, at City Hall and will meet again on Monday, January 8, at 3:30 at City Hall with additional presentations from the two interested entities and discussions about possible joint use.
- Update: About 60% of the lighting project on the Maple Street Walkway has been completed by City crew.
- Update: City Water crew has completed 12" water main extension on SH 130 near Maple Street.
- Update: Within next 90-120 days, plans will be completed for the following projects and bids will be advertised for: 1) 18" water main from MLK JR Industrial Blvd to Patton Road, 2) Water main tower pump at the Maple Street water tower, 3) Water tower near SH 130 and FM 2001, 4) 18" Water main from SH 142 to FM 2001 east of SH 130, 5) City Line realignment between SH 142 and Borchert Lane, 6) Feasibility of new water well, 7) Construction Plans for downtown drainage/pedestrian safety projects, 8) Upgrade of primary electric line on Main Street from Prairie Lea to State Park Road.
- Update: Contractor and City crew should finish lighting project at the Corporal James K. LaFleur Sports Complex in about three weeks, weather-permitting. Had to pull off to perform work at Airport for emergency lighting project.
- Update: City Manager continues to meet with Guadalupe-Blanco River Authority (GBRA) and three other governmental entities regarding a long-term water supply agreement. Presentation and proposed agreement to be presented to Council January 2, 2018.
- Reminder: The Parks Master Plan Steering Committee met again on Wednesday, December 6, with focus on Public Input and will meet again in mid-January.
- Report: Dickens Luncheon sponsored by Bluebonnet Electric with in-kind services by the City was held on Friday, December 8, between 11 and 1 pm in the Council Chambers
- Report: City Employee luncheon was last Friday.

8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST

(**Items of Community Interest defined below)

9. ADJOURNMENT

** Items of *Community Interest* includes: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the municipality; and 6) announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda. (SB 1182 - effective 09/01/2009)

* Once approved to be on the agenda, staff requests you register to speak prior to the meeting. Deadline for specific items on the agenda is Noon Tuesday prior to the Regular Meeting.

If, during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the City Council will convene in such executive or closed session, in accordance with the provisions of the Government Code, Title 5, Subchapter D to consider one or more matters pursuant to the following:

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with this chapter.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.073. To deliberate a negotiated contract for a prospective gift or donation to the state or the governmental body if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Section 551.076. To deliberate the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.086. To deliberate vote or take final action on any competitive matters relating to public power utilities.

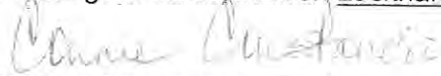
Section 551.087. To deliberate or discussion regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

Section 551.088. To deliberate a test item or information related to a test item if the governmental body believes that the test item may be included in a test the governmental body administers to individuals who seek to obtain or renew a license or certificate that is necessary to engage in an activity.

After discussion of any matters in executive session, any final action or vote taken will be in public by the City Council.

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 15th day of December 2017 at 3:05 PM. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register


Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: December 19, 2017				
Department: Planning			Initials	Date
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <u>Dan Gibson</u>		City Manager		12-15-2017
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Hold a PUBLIC HEARING on application ZC-17-17 by Roy Stephens on behalf of Flores MH JV, LLC,, and discussion and/or action to consider Ordinance 2017-47, for a Zoning Change from RLD Residential Low Density District to RMD Residential Medium Density District on 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 601 Flores Street (FM 672).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
SUMMARY OF ITEM				
The owner plans to develop a single-family residential subdivision on the site. The proposed RMD classification also allows duplexes and patio homes by-right, and townhouses and combined family (3-4 plex) upon approval of a Specific Use Permit by the Planning and Zoning Commission. Development under any zoning classification will, of course, be required to comply with all applicable subdivision standards including the provision of parkland, public sidewalks, and drainage detention. An off-site wastewater main extension will be necessary to serve the subject property. Traffic is a major consideration. Vehicular access to the site will be from Flores Street, and from one or both of the current Laredo Street and East Navarro Street dead-ends. There is already congestion along Flores Street during the morning and afternoon school rush hours at Plum Creek Elementary School, and any additional trips generated by a subdivision will exacerbate the problem. The attached staff report compares the potential traffic impact of development if the property remains zoned RLD to what it could be if rezoned to RMD. The Compress Hill Addition, which abuts the southwest corner of the subject property, is zoned RMD, so the proposed rezoning could be viewed as an expansion of that zoning classification in that area. However, the Lockhart 2020 Future Land Use Plan map envisions the subject property as low density residential, which is consistent with the existing RLD zoning of the site. Five letters of opposition (attached) were received, but they represent less than 20 percent of the land area within 200 feet, so only a simple majority of the Council members present is required for either approval or denial of this application.				
STAFF RECOMMENDATION				
Staff recommends DENIAL of Ordinance 2017-47.				
List of Supporting Documents:		Other Board or Commission Recommendation:		
Ordinance, Legal description, Maps, Staff report, Protest letters; Application, Owner's letter of authorization.		At their December 13 th meeting, the Planning and Zoning Commission voted 4-1 to recommend DENIAL. 		

ORDINANCE 2017-47

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 23.613 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 601 FLORES STREET (FM 672), FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on December 13, 2017, the Planning and Zoning Commission held a public hearing and voted to recommend denial of said change; and,

WHEREAS, the City Council nevertheless desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

I. The above-referenced property described in Zoning Change request ZC-17-17 as 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, more particularly described in Exhibit A and located at 601 Flores Street (FM 672), will be reclassified from RLD Residential Low Density District to RMD Residential Medium District.

II. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

III. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

IV. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

V. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19th DAY OF DECEMBER, 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Peter Gruning, City Attorney

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EXHIBIT "A"

HOLT CARSON, INCORPORATED PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
email: hci@austin.rr.com

June 23, 2017

FIELD NOTE DESCRIPTION OF 23.613 ACRES OF LAND OUT OF THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, IN CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (38.438 ACRE) TRACT OF LAND AS CONVEYED TO FRAN-RAE LIMITED PARTNERSHIP, LTD., BY DEED RECORDED IN DOCUMENT NO. 2016-001838 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the North right-of-way line of F.M. Highway 672, locally known as Flores Street, at the Southwest corner of that certain (5.00 acre) tract of land as conveyed to Deward L. Cummings by deed recorded in Document No. 2014-004155 of the Official Public Records of Caldwell County, Texas, same being the Southeast corner of that certain (38.438 acre) tract of land as conveyed to Fran-Rae Limited Partnership, Ltd. by deed recorded in Document No. 2016-001838 of the Official Public Records of Caldwell County, Texas and being the Southeast corner and **PLACE OF BEGINNING** of the herein described tract, from which a ½" iron rod found in the North right-of-way line of F.M. Highway 672 at the Southeast corner of said (5.00 acre) Cummings tract bears, N 79 deg. 48'39" E 98.98 ft.;

THENCE with the North right-of-way line of F.M. Highway 672 and the South line of said (38.438 acre) Fran-Rae Limited Partnership tract, **S 80 deg. 00'22" W 706.05 ft.** to a ½" iron pipe found at the Southwest corner of said (38.438 acre) Fran-Rae Limited Partnership tract, same being the Southeast corner of Lot 1, Block 1, Compress Hill Supplemental Addition subdivision in Caldwell County, Texas, according to the map or plat thereof recorded in Volume 275, Page 148-B of the Deed Records of Caldwell County, Texas and the Southwest corner of the herein described tract;

THENCE leaving the North right-of-way line of F.M. Highway 672 and with the East line of Block 1 and Block 2, Compress Hill Supplemental Addition and with a Westerly line of said (38.438 acre) Fran-Rae Limited Partnership tract, **N 09 deg. 39'57" W 419.35 ft.** to a ½" iron rod found at the Northeast corner of Lot 7, Block 2, Compress Hill Supplemental Addition, also being an angle corner of said (38.438 acre) Fran-Rae Limited Partnership tract and an angle corner of the herein described tract;

THENCE with the North line of Compress Hill Supplemental Addition and a Southerly line of said (38.438 acre) Fran-Rae Limited Partnership tract, **S 76 deg. 46'57" W 456.81 ft.** to a ½" iron rod found at the Southeast corner of that certain (3.42 acre) tract of land as conveyed to Gregorio Briceno and wife, Nieves Briceno by deed recorded in Volume 440, Page 715 of the Deed Records of Caldwell County, Texas, same being an angle corner of said (38.438 acre) Fran-Rae Limited Partnership tract and an angle corner of the herein described tract;

23.613 Acres
End of Page 1 of 2

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THENCE with a Westerly line of said (38.438 acre) Fran-Rae Limited Partnership tract, **N 21 deg. 16'13" W** at a distance of 610.44 ft. passing a 1/2" iron rod found 1.0' West of line for the Northeast corner of said (3.42 acre) Briceno tract, continuing along said bearing for a total distance of **641.37 ft.** to a 1/2" iron rod found in the South line of St. Mary's Cemetery as conveyed to Most Reverend Robert E. Lucey Arch Bishop of San Antonio and his successors by deed recorded in Volume 227, Page 257 of the Deed Records of Caldwell County, Texas, same being an angle corner of said (38.438 acre) Fran-Rae Limited Partnership tract and the Northwest corner of the herein described tract, from which a PK Nail found in the East right-of-way line of N Commerce Street at the Southwest corner of St. Mary's Cemetery bears, **S 78 deg. 36'39" W 408.93 ft.**;

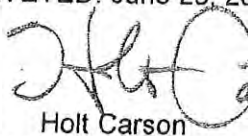
THENCE with the South line of St. Mary's Cemetery and a Northerly line of said (38.438 acre) Fran-Rae Limited Partnership tract, **N 78 deg. 36'39" E 630.72 ft.** to a chain link fence corner post found at the occupied Southeast corner of St. Mary's Cemetery, same being an angle corner of said (38.438 acre) Fran-Rae Limited Partnership tract and an angle corner of the herein described tract;

THENCE with the occupied East line of St. Mary's Cemetery and a Westerly line said (38.438 acre) Fran-Rae Limited Partnership tract, **N 08 deg. 29'58" W 69.42 ft.** to a 1/2" iron rod with a plastic cap imprinted "Holt Carson, Inc." set for an angle corner of the herein described tract, from which a chain link fence corner post found at the occupied Northeast corner of St. Mary's Cemetery, same being an angle corner of said (38.438 acre) Fran-Rae Limited Partnership tract bears, **N 08 deg. 29'58" W 244.72 ft.**;

THENCE entering the interior of said (38.438 acre) Fran-Rae Limited Partnership tract, **N 74 deg. 58'23" E 498.47 ft.** to a 5/8" iron rod with a plastic cap imprinted "Property Corner RPLS 1750" found at the Northwest corner of said (5.00 acre) Cummings tract;

THENCE continuing through the interior of said (38.438 acre) Fran-Rae Limited Partnership tract with the West line of said (5.00 acre) Cummings tract, **S 17 deg. 43'27" E** at a distance of 160.95 ft. passing a calculated point at an angle corner of said Fran-Rae Limited Partnership tract, continuing along said bearing for a total distance of **1161.69 ft.** to the **PLACE OF BEGINNING** and containing **23.613 acres** of land.

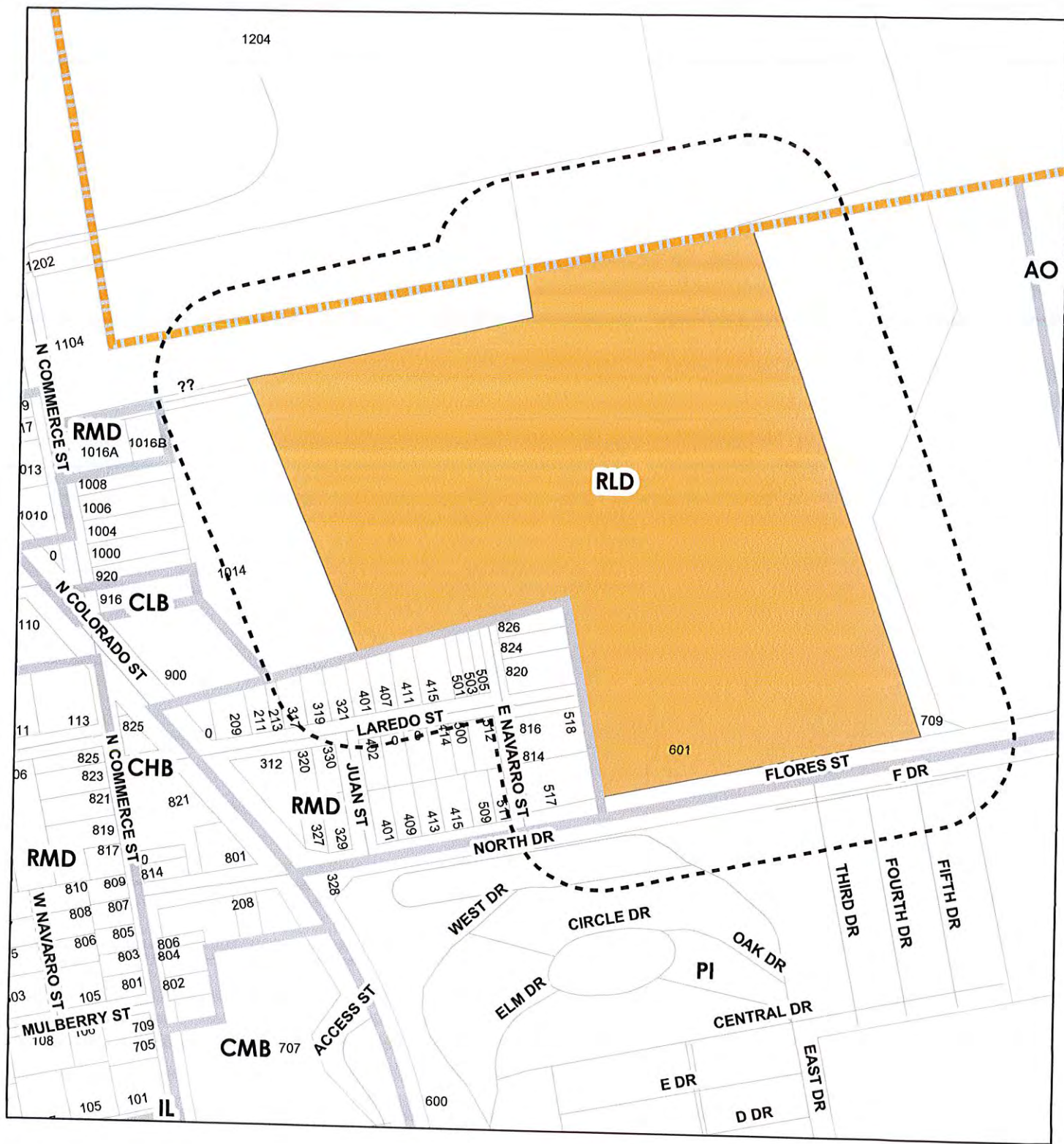
SURVEYED: June 23, 2017



Holt Carson

Registered Professional Land Surveyor No. 5166
see accompanying map: B1001074





ZC-17-17

RLD TO RMD

601 FLORES ST



 SUBJECT PROPERTY

 ZONING BOUNDARY

 CITY LIMITS

scale 1" = 300'

11



ZC-17-17

RLD TO RMD

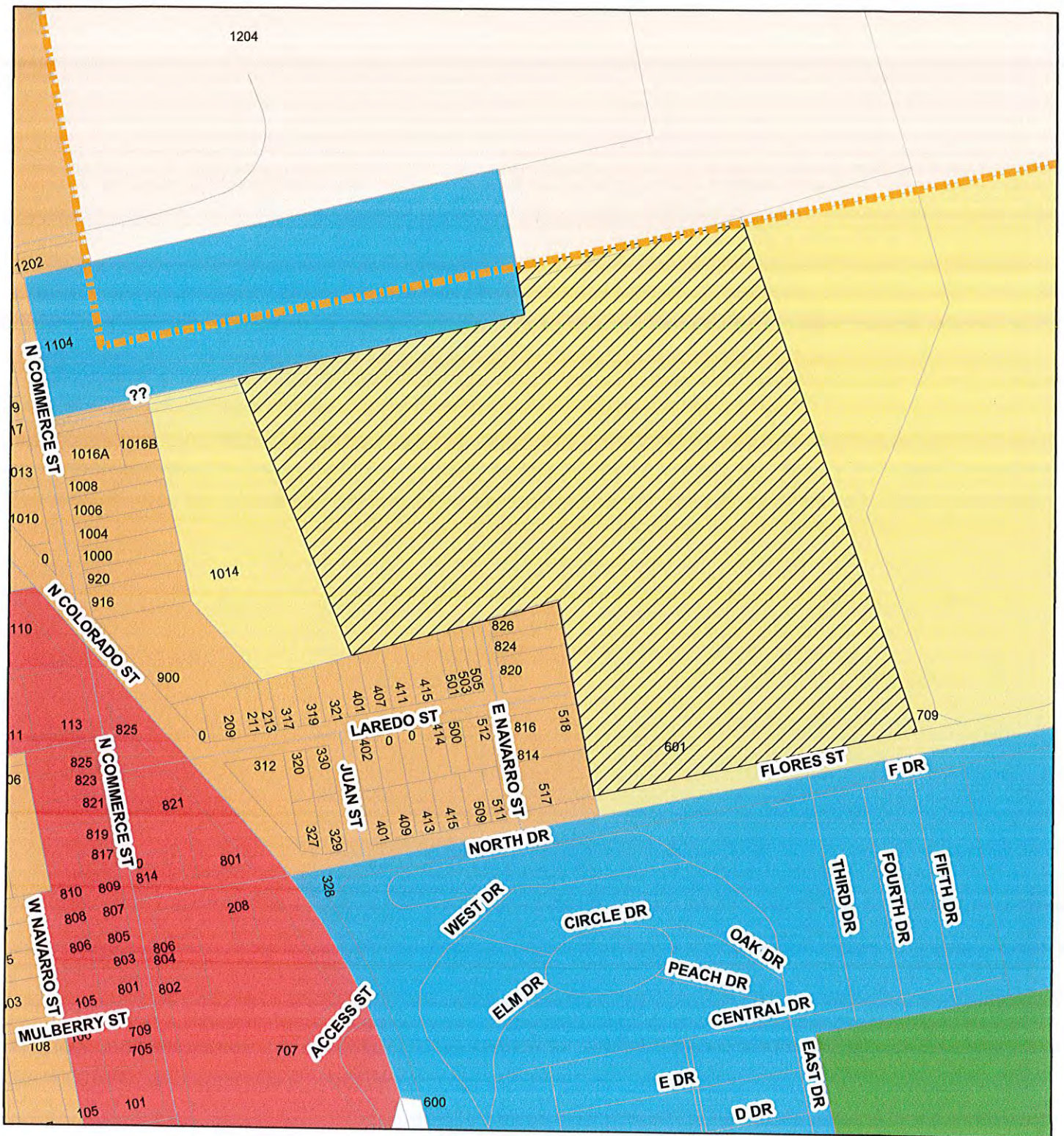
601 FLORES ST



scale 1" = 300'

- ZONING DISTRICTS
- AGRICULTURAL-OPEN SPACE
 - COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - COMMERCIAL MEDIUM BUSINESS
 - INDUSTRIAL LIGHT
 - PUBLIC AND INSTITUTIONAL
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY

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FUTURE LANDUSE

RLD TO RMD

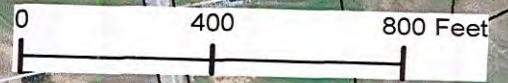
601 FLORES ST



- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- PARKS AND OPEN SPACE
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

scale 1" = 300'

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CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-17-17
 REPORT DATE: November 28, 2017 [Updated 12-14-17]
 PLANNING & ZONING COMMISSION HEARING DATE: December 13, 2017
 CITY COUNCIL HEARING DATE: December 19, 2017
 REQUESTED CHANGE: RLD Residential Low Density District to RMD Residential Medium Density District
 STAFF RECOMMENDATION: **Denial due to public opposition and inconsistent with land use plan**
 PLANNING & ZONING COMMISSION RECOMMENDATION: **Denial**

BACKGROUND DATA

APPLICANT(S): Roy Stephens
 OWNER(S): Flores MH JV LLC
 SITE LOCATION: 601 Flores Street (FM 672)
 LEGAL DESCRIPTION: Metes and bounds
 SIZE OF PROPERTY: 23.613 acres
 EXISTING USE OF PROPERTY: Vacant land
 LAND USE PLAN DESIGNATION: Low Density Residential

ANALYSIS OF ISSUES

REASON FOR REQUESTED CHANGE: The owner plans to develop a single-family residential subdivision on the site. The proposed RMD classification also allows duplexes and patio homes by-right, and townhouses and combined family (3-4 plex) upon approval of a Specific Use Permit by the Planning and Zoning Commission.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Land Use Plan
North	vacant land, cemetery, single-family dwelling	Outside city limits	Public and Institutional, Agriculture/Rural Development
East	single-family dwelling, vacant land	RLD	Low Density Residential
South	cemetery, elementary school	PI	Public and Institutional
West	single-family residential, vacant land	RMD, CHB	Low Density Residential, Medium Density Residential

TRANSITION OF ZONING DISTRICTS: The Compress Hill Addition, which abuts the southwest corner of the subject property, is zoned RMD, so the proposed rezoning could be viewed as an expansion of that zoning classification in that area.

ADEQUACY OF INFRASTRUCTURE: The subject property is served by City of Lockhart utilities. A 12-inch water line extends through the site and is adequate for the proposed development. However, the only wastewater line in the vicinity is a six-inch line in East Navarro Street, which is already near capacity and is not adequate for the number of units that can be developed on the subject site. Off-site extensions at the developer's expense will be necessary. In addition, a force-main may be required depending on the topography. Vehicular access would be from Flores Street and an extension of East Navarro Street and/or Laredo Street.

POTENTIAL NEIGHBORHOOD IMPACT: The proposed subdivision will, of course, be required to comply with all applicable subdivision standards including the provision of parkland, public sidewalks, and drainage detention. Perhaps the greatest potential neighborhood impact will be traffic. If developed to the maximum density of seven units per acre allowed for single-family homes in the RMD district, it would result in 165 new households. However, that's very unlikely as it doesn't account for the full amount of land area that will be needed for streets, parkland, and drainage detention. A more realistic estimate based on 5.5 units per acre would be approximately 130 households. An average number of vehicle trips per day (includes both coming and going) that could be expected from a single family dwelling is approximately ten. Therefore, a new subdivision containing 130 homes could generate close to 1,300 trips per day. Most of those, of course, would be during the daytime. If the lots are larger than the minimum allowed, the density, number of dwelling units, and vehicular trips would be lower. The current RLD zoning has a maximum density limit of five units per acre, but after streets, parkland and drainage are considered the number of single-family lots would be approximately 85 new dwelling units. This could result in an average of 850 trips per day, which is 450 less than a higher density subdivision zoned RMD. There is already congestion along Flores Street during the morning and afternoon school rush hours at Plum Creek Elementary School, and any additional trips generated by a subdivision will exacerbate the problem. Therefore, regardless of the zoning of the property, staff may require the owner to conduct a traffic impact analysis as part of the subdivision platting process.

CONSISTENCY WITH COMPREHENSIVE PLAN: The Lockhart 2020 Future Land Use Plan map envisions the subject property as low density residential, which is consistent with the existing RLD zoning of the site. Therefore, although the proposed single-family residential use is consistent with the residential future land use designation of the land use plan, the higher density allowed by the RMD zoning classification is not.

ALTERNATIVE CLASSIFICATIONS: The existing RLD zoning is already the classification that is most consistent with the comprehensive plan. If a deviation from the land use plan were to occur, the proposed RMD classification would be the next most appropriate zoning for the site.

RESPONSE TO NOTIFICATION: Five letters of opposition (attached) have been received as of the date of this report. Two of them refer to manufactured homes, which appears to pertain to a previous application for rezoning to MH Manufacture Home District on the subject property that was withdrawn before the scheduled City Council hearing. The writer of one of those protest letters appeared at the Planning and Zoning Commission for this application, and stated that many of their concerns noted in the letter would still apply to the proposed rezoning to RMD. The five properties owned by the protesters consist of less than 20 percent of the land area within 200 feet, so only a simple majority of the Council members present is required for either approval or denial of this application.

Date: December 9, 2017

**To: Planning and Zoning Commission
P.O. Box 239
Lockhart, Texas 78644**

**From: Martin Benavides: owner
512 Laredo Street
Lockhart, Texas 78644
512-922-3563**

Subject: ZC-17-17 Request for Zoning Change from RLD Residential Low Density to RMD Residential Medium Density District for 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 601 Flores Street (FM 672).

As the owner of the property located at 512 Laredo Street, I strongly object to the rezoning request of the aforementioned property at 601 Flores Street for a variety of reasons.

After due diligence and consideration by the Zoning and Planning Commission as well as the City Council, the existing zoning was properly assigned and approved. It provided owners with the opportunity to develop this land in a manner that is consistent with the surrounding neighborhood. In so doing, associated traffic contribution to FM 672 and through streets that would be impacted by development, is minimized. It also reduces safety issues that may arise due to its proximity to Plum Creek Elementary School located within a few hundred feet from this development.

While I would prefer to backup to undeveloped land and the serene amenities which it provides, I understand that development is at the core of city finances and seeks to meet the housing needs for a growing population. I believe strongly, that the existing zoning provides adequately for both.

The new owners knew the zoning that came with the property when it was purchased. It is apparent that they seek to develop the land to maximize their profit and as well as their bottom line. I am of the opinion that the existing zoning will provide that for them as well as meet the needs of the city.

Being as this is the only opportunity impacted neighborhood residents have to provide input to a decision that will dictate what can be constructed next door, I implore you to maintain the existing zoning and deny any efforts to change it.

Thank you for the opportunity to comment. Should you need any additional information or clarification on what has been proposed, please let me know.

Date: December 9, 2017

To: Planning and Zoning Commission
P.O. Box 239
Lockhart, Texas 78644

From: Martin Benavides: owner
820 Navarro Street E
Lockhart, Texas 78644
512-922-3563

Subject: ZC-17-17 Request for Zoning Change from RLD Residential Low Density to RMD Residential Medium Density District for 23.613 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 601 Flores Street (FM 672).

As the owner of the property located at 820 Navarro Street E, I strongly object to the rezoning request of the aforementioned property at 601 Flores Street for a variety of reasons.

After due diligence and consideration by the Zoning and Planning Commission as well as the City Council, the existing zoning was properly assigned and approved. It provided owners with the opportunity to develop this land in a manner that is consistent with the surrounding neighborhood. In so doing, associated traffic contribution to FM 672 and through streets that would be impacted by development, is minimized. It also reduces safety issues that may arise due to its proximity to Plum Creek Elementary School located within a few hundred feet from this development.

While I would prefer to backup to undeveloped land and the serene amenities which it provides, I understand that development is at the core of city finances and seeks to meet the housing needs for a growing population. I believe strongly, that the existing zoning provides adequately for both.

The new owners knew the zoning that came with the property when it was purchased. It is apparent that they seek to develop the land to maximize their profit and as well as their bottom line. I am of the opinion that the existing zoning will provide that for them as well as meet the needs of the city.

Being as this is the only opportunity impacted neighborhood residents have to provide input to a decision that will dictate what can be constructed next door, I implore you to maintain the existing zoning and deny any efforts to change it.

Thank you for the opportunity to comment. Should you need any additional information or clarification on what has been proposed, please let me know.

12/13/2017

City of Lockhart

Planning and Zoning Commission

RE: Opposition to Rezoning located at 601 Flores Street (FM 672)

City Planner:

I'm writing this letter in opposition for the request of rezoning at 601 Flores Street. We have lived in this neighborhood since 1959 and it has always been very peaceful. Since the City has grown, we have seen more traffic come through this quiet neighborhood with the school being close. Vehicles take Laredo St in order to avoid the stop light and the long lines. Adding more people to this area will increase the traffic during the peak hours which can create a traffic jam or accidents. Vehicles do not slow down when coming down Flores St because they want to catch the green light.

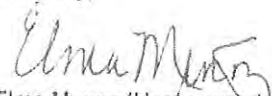
Manufactured Homes are known to deteriorate and depreciate in value and this could cause our property to lose its value. What kind of regulations will this subdivision have in order to maintain a good appearance? Who will be responsible for keeping up the maintenance of the manufactured homes and the property? We live in a quiet neighborhood, with very little crime, and would like to continue that. If this zoning is approved, I would assume that the subdivision would need access on Laredo Street where it dead ends and on E. Navarro Street where it also dead ends. This would also increase traffic.

One of the concerns that I have is that the field has experienced a couple of fires during the 4th of July Firework display. I would rather see a brush fire happen than to see a manufacture home get caught on fire and a family be left without home.

So for the reasons mentioned above, I oppose having the property rezoned.

Thank you for the opportunity to express my concerns.

Sincerely,


Elma Munoz (Homeowner)

415 Laredo St.

Lockhart, Texas 78644

12-13-17

To: City Planner

Re: Change from LLD to RMD District
located at 601 Flores (ZM 672)

I live at 500 Laredo in a brick home. This area to me is a "historical district" with some of the homes being built in the 1930's. They are nice homes and the proposed manufactured home subdivision, I fear, will increase the noise factor and will be an eyesore. Also, property values will decrease which will bring in undesirables to this community.

Please save this low traffic, country-like area from deterioration & strongly oppose this. Please deny this request. Thank you.

Dora Simon
(512) 400-5086

Deward L. Cummings
709 Flores St & 108 S. Brazos
Lockhart TX 78644
512 940 5491

Dec. 14, 2017

City of Lockhart
308 W. San Antonio St.
Lockhart TX 78644-2656

DEC 14 2017

Dear City of Lockhart, Staff & Council

Subject: Housing, Zoning on property at 601 Flores St. Lockhart TX (RM 672)

As I have stated I was drawn if I should oppose or support this project. After the Dec. 13th Zoning meeting I must oppose any development of the property for the following reasons.

1. TRAFFIC, is the number one issue, not just how much 100 to 150 houses with 2 cars each would effect the area, it is the EXISTING traffic NIGHTMARE that exist that City & the School District have continually turned a blind eye to, despite my inquires & others complaining over these past 13 years. The problem is the parents picking up there children a Plumb Creek School.

SOMEONE IS GOING TO GET KILLED ON MY FRONT YARD if you do not do something.

Any increase of traffic on State Highway RM 672 without expansion to a two way with center turn lane WITH a third lane for the School, before the house are built is also unacceptable.

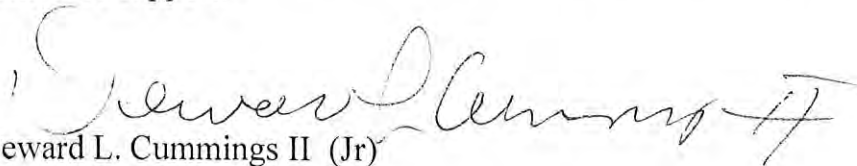
IF, if there will be new street accessing 672 in the present situation would create a nightmare liking to San Macros Highway 80 & I 35 or 183 South @ 4:30 Five days a week!

2. The almost over night 100 to 200 student increase @ Plumb Creek School & the increase in the existing traffic problem (to bus them outside the area where they live is INSANELY unacceptable) is just another reasons for a lesser number of house in this area.

3. Until the only ingress or egress is on to 672 & 183 (I do not believe it will happen, the 2020 Bypass plan) there will be NO access at the North end of this project, that create a safety hazard for those living on the "down hill side" of the exiting traffic of a 100 homes.

This is just a bad Idea. I am truly sorry, but with 20 years of Real Estate experience behind me there ARE properties that from one degree or another that are not developable, this is one.

To emphases my concerns, for the City, the citizens that will be directly effected by this development & those who are not aware as to what this change in their area could be effect, I have decided to take what ever actions that are afforded by the Laws of the State of Texas & the United States to express my concerns for myself & the citizens that will be effect, with or without their combined support.



Deward L. Cummings II (Jr)
512 940 5491



ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Roy D Stephens, Jr. ADDRESS 1515 Blackjack
DAY-TIME TELEPHONE 512-995-1710 Lockhart, TX 78644
E-MAIL rstephensbgs@gmail.com
OWNER NAME FLORES MH JV LLC ADDRESS 3571 Far West Blvd #248
DAY-TIME TELEPHONE 512-541-8385 Austin, Texas 78731
E-MAIL ray@vistoro.com

PROPERTY

ADDRESS OR GENERAL LOCATION 601 Flores St, Lockhart, TX 78644
LEGAL DESCRIPTION (IF PLATTED) see attached
SIZE 23.613 ACRE(S) LAND USE PLAN DESIGNATION Residential, Low Density
EXISTING USE OF LAND AND/OR BUILDING(S) none
PROPOSED NEW USE, IF ANY Residential, Medium Density

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Residential Low Density
TO PROPOSED ZONING CLASSIFICATION Residential Medium Density
REASON FOR REQUEST Would like zoning similar to other new subdivisions.
High density allowed under new zoning should allow higher
build quality.

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

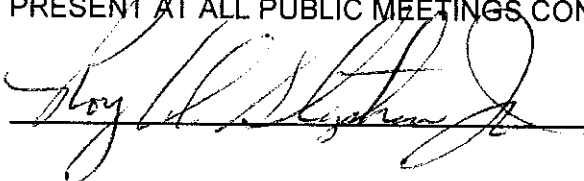
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$ 622.26 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less	\$125
Between 1/4 and one acre	\$150
One acre or greater	\$170 plus \$20.00 per each acre over one acre

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE 

DATE 11-13-17

OFFICE USE ONLY

ACCEPTED BY Kerin Waller

RECEIPT NUMBER 766912

DATE SUBMITTED 11/13/17

CASE NUMBER ZC-17-17

DATE NOTICES MAILED 11/27/2017

DATE NOTICE PUBLISHED 11-30-2017

PLANNING AND ZONING COMMISSION MEETING DATE 12/13/17

PLANNING AND ZONING COMMISSION RECOMMENDATION Denial 4-1

CITY COUNCIL MEETING DATE 12/19/17

DECISION _____

November 10, 2017

Flores MH JV LLC
3571 Far west Blvd #248
Austin, TX 78731

City of Lockhart
308 W. San Antonio St.
PO Box 239
Lockhart, TX 78644

Sir or Madam,

This letter authorizes Roy D. Stephens to be the agent in the rezoning of the 23.613 acre tract at address 601 Flores St. As owners of said property, we give Roy Stephens the power to act on our behalf in the rezoning process. We wish to rezone the property to Medium Density Residential.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raymond Lee', with a stylized flourish at the end.

Raymond Lee
Manager
Flores MH JV LLC

**LOCKHART CITY COUNCIL
REGULAR MEETING**

DECEMBER 5, 2017

6:30 P.M.

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3rd FLOOR,
LOCKHART, TEXAS**

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Vance Rodgers, City Manager
Jeff Hinson, Finance Director

Connie Constancio, City Secretary
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Benny and Linda Hilburn; and, Doug Spillman, Citizens; and, Tim Von Dohlen of the Lockhart Livestock Auction.

PRESENTATION ONLY

A. PRESENTATION TO BENNY HILBURN THANKING HIM FOR HIS DEDICATION TO THE COMMUNITY WHILE SERVING ON THE LOCKHART CITY COUNCIL AS COUNCILMEMBER DISTRICT 3 FROM 2012 – 2017.

Mayor White presented a plaque to Mr. Hilburn and thanked him for his dedication to the community and the Council during his tenure on the Lockhart City Council. Mr. Hilburn thanked his wife, the Council and staff for their support.

Mayor White announced that the Council would recess for refreshments in honor of Mr. Hilburn at 6:35 p.m.

Mayor White reconvened the meeting at 6:50 p.m.

DISCUSSION ONLY

F. DISCUSS ALLOCATION OF HOTEL OCCUPANCY TAXES TO ENTITIES REQUESTING DISTRIBUTIONS FOR 2018.

Mr. Hinson provided information about the allocation process. He recommended that the distribution be limited to the estimated hotel tax revenue not to exceed \$59,000. Once allocated, a contract will be signed by each entity and each will receive the lesser of the percentage or the estimated budgeted dollar amount of net funds actually received by the City from the local hotel occupancy tax as reported and collected from the hotels.

Mayor White requested comments from the Council.

Councilmember Westmoreland recommended to keep percentages the same as allocated last year.

Councilmember Mendoza recommended to keep percentages the same as allocated last year.

Mayor Pro-Tem Sanchez recommended that hotel occupancy tax funds are not allocated and saved each year towards a community/convention center or something that will benefit the city as a whole.

Councilmember Michelson suggested that the two chambers work together to promote tourism and recommended that the percentages are allocated the same as last year.

Councilmember Castillo recommended that the percentages are allocated the same as last year.

Councilmember McGregor recommended that the percentages are allocated the same as last year.

Mayor White suggested that the two chambers get together to create goals that will benefit both entities. He commended Hat Rod Productions for their event that has increased tourism to Lockhart. Mayor White spoke in favor of allocating the percentages the same as last year.

There was discussion.

G. DISCUSS AIRPORT PROPERTY LEASE RENEWAL CONCEPT POINT WITH LOCKHART LIVESTOCK AUCTION, INC.

Mr. Rodgers stated that the Lockhart Livestock Auction has a current lease (\$4,000 annually) for airport property on which sits in the auction facility. The lease expires in November 2018. Owner representative, Tim Von Dohlen has provided a notice to renew the lease. The City Manager met with Mr. Von Dohlen of which Mr. Von Dohlen was informed that staff was going to recommend a ground lease rate of 18 cents per square foot of the building footprints (based on a survey of surrounding airports) with a 15 to 25 year lease and an optional lease extension which Mr. Von Dohlen felt they could live with. It is also recommended that an annual Consumer Price Index (CPI) percentage be applicable not to exceed 3%. The rate of 18 cents per square foot would increase the annual payment to approximately \$14,400 if approved. Mr. Von Dohlen has respectfully disagreed with the increase to 18 cents per square foot. Note that staff could not increase the rate previously because there were no contractual provisions for an increase. The Auction now pays about \$4,000 in City property tax on the buildings. When surveyed, other airport operations do not take the amount of City property tax paid into consideration when determining the ground lease rates. Mr. Rodgers recommended approval.

Mayor White requested Tim Von Dohlen to address the Council:

Tim Von Dohlen, 812 Merritt Drive, stated that he respectfully disagrees with the 18 cents per square foot increase to lease the facility for the Lockhart Livestock Auction. Mr. Von Dohlen stated that the lease would change to include approximately eight acres and that the lease would include the building and the pen space at the auction barn. He requested that a right of way easement is granted to be able to get to the building and the footprint of the property of approximately eight acres. He stated that the Lockhart auction pays \$18,000-\$20,000 in total property taxes which includes all taxing entities. He stated that after reviewing the lease comparison, he requested comparison of the value of the property between an airport rate versus an agriculture rate. He requested a lease rate less than the 18 cents increase or another way of establishing a lease whether it be a base rate plus the CPI or a gradual increase within a number of years which would not impact the Livestock Auction with an immediate lease increase by almost four times.

Mr. Rodgers stated that he based the 18 cents per square foot increase upon reviewing results of a recent appraisal and survey of the land that will be leased to the Lockhart Livestock Auction if approved. He stated that the city cannot issue the Livestock Auction exclusive rights to the unleased portion of the property, yet access easement agreements can be negotiated. The CPI would be reviewed annually. He reminded the Council that it would be difficult not to charge the average rate since the auction is a for profit business. There was discussion.

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF NOVEMBER 16 AND NOVEMBER 21, 2017.

Mayor White requested corrections to the minutes. There were none.

B. DISCUSS REQUEST THAT THE WALL OF REMEMBRANCE AND ETERNAL FOUNTAIN PROJECT DISCUSSION BE TABLED UNTIL THE JANUARY 2, 2018 COUNCIL MEETING SINCE ENGINEERING DRAWINGS WERE NOT PROVIDED TO STAFF TO STUDY IN ORDER TO MAKE A RECOMMENDATION TO THE COUNCIL ABOUT THE PROPOSED PROJECT AS DIRECTED BY COUNCIL AT THE NOVEMBER 21, 2017 MEETING.

There was no discussion.

C. DISCUSS RENEWAL OF INTER-LOCAL AGREEMENT WITH THE PLUM CREEK WATER PARTNERSHIP WHICH REQUIRES LOCKHART TO CONTRIBUTE \$2,686.00 ANNUALLY AS ITS PROPORTIONATE SHARE OF THE FUNDING REQUIRED FOR THE COORDINATOR AND RELATED EXPENSES NECESSARY TO PERFORM THE DUTIES OF THAT POSITION TO IMPLEMENT THE PLUM CREEK WATERSHED PROTECTION PLAN, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT, IF APPROVED.

Mr. Rodgers stated that several governmental entities have been involved with the program and that the contract has been in place for several years. Nick Dornak is the Coordinator with the Plum Creek Water Partnership (PCWP) and is charged with monitoring water quality. Each entity contributes to the annual fees. Mr. Rodgers recommended approval.

D. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MS. YOLANDA STREY FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Rodgers stated that Ms. Strey has served on the commission for the past three years. According to Civil Service regulations, she can be reappointed for a second three-year term. Ms. Strey has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been an asset to the Civil Service Commission and recommend approval.

E. DISCUSS CITY MANAGER'S RECOMMENDATION OF CHANGE ORDER #2 IN THE AMOUNT OF \$3,431.00 AMENDING THE CURRENT CONTRACT TO \$797,318.50 WITH MA SMITH CONTRACTING CO., INC. TO CHANGE THE GRADE OF PAVING MATERIAL FROM TYPE C TO TYPE D TO IMPROVE SURFACE TEXTURE ON ASH, COMAL, AND PINE STREETS, AND APPOINTING THE MAYOR TO SIGN THE CHANGE ORDER, IF APPROVED.

Mr. Rodgers stated that the change from Type C surface material to Type D surface material will provide a better riding surface and workability during the placement during cooler weather. Sufficient funds are available to cover the change order. Mr. Rodgers recommended approval.

27

H. DISCUSS REQUEST BY MR. GENE GALBRAITH TO DISPLAY THE DR. EUGENE CLARK LIBRARY ANTIQUE CLOCK AT THE NEW SOUTHWEST MUSEUM OF CLOCKS AND WATCHES LOCATION WITH A WRITTEN AGREEMENT THAT THE CLOCK REMAINS THE PROPERTY OF THE CITY, THAT MR. GALBRAITH PROVIDES SUFFICIENT INSURANCE COVERAGE TO THE CLOCK NAMING THE CITY OF LOCKHART AS THE INSURED AND THAT AFTER ONE YEAR OF DISPLAY, THE CITY HAS THE RIGHT TO ISSUE A 30-DAY NOTICE TO RETURN IT TO THE CITY, AND APPOINTING THE CITY MANAGER TO SIGN AN AGREEMENT, IF APPROVED.

Mr. Rodgers stated that he recently discussed the aspects about the clock being temporarily housed at the Museum with Mr. Galbraith. In 2009, Mr. Galbraith received approval to temporarily display the Clark Library antique clock at the Southwest Museum of Clocks and Watches. If approved, an agreement outlining the conditions and any other conditions the Council might want will be prepared and reviewed by the City Attorney. The Library Advisory Board and Friends group had previously discussed and approved the temporary display. The display at the museum would acknowledge that the clock belongs to the Dr. Eugene Clark Library and would provide more exposure to the public. Because of the complexity of moving the clock, it was discussed at least one year of display be approved. However, after discussions with Mr. Galbraith, Mr. Rodgers recommended that the loan agreement contain the following: 1) a 10-year period; 2) language stating that if the museum closed, the clock would be returned to the City; 3) language that the clock would be insured with the City as the beneficiary if there was a loss; 4) a renewal clause; and, 5) after ten years the City could request return of the clock. If approved, the move would not take place until after the Dickens' in Lockhart event is over. The clock is currently on the second floor in the Library and is not visible to the public nor is it in working order. Mr. Rodgers recommended approval.

Councilmember McGregor stated that she would abstain from voting on the item due to a conflict of interest.

There was brief discussion.

I. DISCUSS A JOINT MEETING ON TUESDAY, DECEMBER 12, 2017 AT 6:30 P.M. WITH CALDWELL COUNTY COMMISSIONERS' COURT ABOUT POSSIBLE SUSTAINABLE PLACES PROJECT IMPROVEMENTS IN THE DOWNTOWN AREA AROUND THE COURTHOUSE.

Mayor White stated that projects such as drainage improvements are planned to be updated in the downtown area in the near future that would involve the County Courthouse. The purpose of the meeting would be to request the Caldwell County Commissioners' approval to proceed with infrastructure and road improvements surrounding the County Courthouse. The improvements are part of the Lockhart Sustainable Places Project.

J. DISCUSS THE POSSIBLE APPOINTMENT OF AN AD-HOC COMMITTEE TO ADDRESS WAYFINDING SIGNAGE AND COMMUNITY BRANDING.

Mayor White stated that staff has been working on wayfinding signage and community branding for a while and it is time to begin the process of addressing these issues. The ad-hoc committee would make recommendations to the Council. Hiring a consulting firm has been explored yet an ad-hoc committee would consist of local citizens and business owners that are interested in these efforts and it would save from the high expense of a consulting firm. Mayor White suggested that each Councilmember appoint one member to the committee.

There was discussion.

K. DISCUSS THE SELECTION OF MAYOR PRO-TEM OF THE LOCKHART CITY COUNCIL AS REQUIRED BY SECTION 3.05 OF THE CITY CHARTER.

Mayor White stated that Mayor Pro-Tem Sanchez has commendably served in that capacity the past few years. He requested nominations during the regular meeting.

RECESS: Mayor White announced that the Council would recess for a break at 7:55 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 8:10 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Invocation – Mayor White

Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested citizens to address the Council. There were none.

ITEM 4-A. CONTINUE A PUBLIC HEARING ON APPLICATION ZC-17-16 BY NARJISSE MEDHOUS, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-44, FOR A ZONING CHANGE FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON LOT 18, BLOCK 6, PARKWAY SUBDIVISION, SECTION IV, LOCATED AT 1012 FANNIN STREET. [WITHDRAWN]

Mayor White announced that the zoning change application was withdrawn.

ITEM 4-B. HOLD A PUBLIC HEARING REGARDING PROPOSED AMENDMENTS TO THE LAND USE PLAN MAP (FIGURE 3.2) AND THOROUGHFARE PLAN MAP (FIGURE 4.9) OF THE LOCKHART 2020 COMPREHENSIVE PLAN FOR THE REALIGNMENT AND RENAMING OF THE EXTENSION OF CITY LINE ROAD NORTH OF WEST SAN ANTONIO STREET (SH 142), THE EXTENSION OF NORTH MOCKINGBIRD LANE, AND THE EXTENSION OR REALIGNMENT OF SILENT VALLEY ROAD (FM 2001).

Mayor White opened the public hearing at 8:15 p.m. and requested the staff report.

Mr. Gibson stated that staff and the Planning and Zoning Commission recommend amending the thoroughfare alignment and classification of the extension of City Line Road north of San Antonio Street, as well as changes to the intersection and alignment of the extensions of North Mockingbird Lane and Silent Valley Road as depicted on the Lockhart 2020 Land Use Plan map and Thoroughfare Plan map. The City is proposed to amend the Thoroughfare Plan map due to the necessary changes in the extension of City Line Road north of San Antonio Street on the current plan. Engineering work is already underway on the realignment of City Line Road south of San Antonio Street. The plat for The Stanton Development includes a short segment of the northern extension that will align with the relocated segment on the south side of San Antonio Street.

Mr. Gibson stated that proposed development would change the City Line Road extension north of San Antonio Street from an arterial to a collector street, and will redirect it to provide access to a currently landlocked parcel on the south side of the railroad. Because the City Line Road extension north of San Antonio Street will be reduced from an arterial to a collector street, and will ultimately go through future single-family residential areas west of the Windridge Subdivision, the name is proposed to be changed to Windsor Boulevard, as indicated on the plat for The Stanton Development. There was discussion regarding the segments of City Line Road south of San Antonio Street being changed to Windsor Boulevard.

Mr. Gibson presented four alternative thoroughfare alignments – A, B, C, and D and stated that the Planning and Zoning Commission recommended approval of Option B.

Mayor White requested citizens in favor of the proposed amendment to address the Council.

Doug Spillman, 1701 Silent Valley Road, spoke in favor of proposed Option C, that was originally recommended by staff.

Mayor White requested citizens against the proposed amendment to address the Council. There were none. He closed the public hearing at 8:40 p.m.

ITEM 4-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2017-21 OF THE CITY OF LOCKHART, TEXAS, AMENDING THE LAND USE PLAN MAP (FIGURE 3.2) AND THOROUGHFARE PLAN MAP (FIGURE 4.9) OF THE LOCKHART 2020 COMPREHENSIVE PLAN.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2017-21, with Option B as the amendment. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A, 5B, 5C, 5D, and 5E. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meeting of November 16 and November 21, 2017.
- 5B: Approve request that the Wall of Remembrance and Eternal Fountain project discussion be tabled until the January 2, 2018 Council meeting since engineering drawings were not provided to staff to study in order to make a recommendation to the Council about the proposed project as directed by Council at the November 21, 2017 meeting.
- 5C: Approve renewal of inter-local agreement with the Plum Creek Water Partnership which requires Lockhart to contribute \$2,686.00 annually as its proportionate share of the funding required for the coordinator and related expenses necessary to perform the duties of that position to implement the Plum Creek Watershed Protection Plan, and authorizing the City Manager to sign the agreement, if approved.
- 5D: Confirm Civil Service Commission member reappointment of Ms. Yolanda Strey for a three (3) year term as recommended by the City Manager.
- 5E: Approve City Manager's recommended Change Order #2 in the amount of \$3,431.00 amending the current contract to \$797,318.50 with MA Smith Contracting Co., Inc. to change the grade of paving material from Type C to Type D to improve surface texture on Ash, Comal, and Pine Streets, and appointing the Mayor to sign the change order, if approved.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING AIRPORT PROPERTY LEASE RENEWAL CONCEPT POINT WITH LOCKHART LIVESTOCK AUCTION, INC.

Mayor Pro-Tem Sanchez made a motion to approve the lease renewal concept point with Lockhart Livestock Auction, Inc. as recommended by the City Manager. The renewal lease would increase to 18 cents per square foot for the building footprints on the property, the annual Consumer Price Index (CPI) not to exceed 3%, and a 15 to 25-year renewal lease as part of a lease document to be prepared in conjunction with Lockhart Livestock Auction representatives, City staff, and the City Attorney. The final document will be returned to the Council for consideration of approval. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ALLOCATION OF HOTEL OCCUPANCY TAXES TO ENTITIES REQUESTING DISTRIBUTIONS FOR 2018.

Mr. Hinson stated that the Texas Attorney General has issued an opinion that indicates that a governmental entity ratifies the promotion of tourism and/or hotel/motel stays by each organization when allocating hotel occupancy funds. There was discussion regarding tourism efforts by the entities.

Councilmember Michelson made a motion to allocate funds as listed below with each organization receiving the lesser of the percentage or the estimated budgeted dollar amount up to \$59,000 of the hotel/motel occupancy tax as reported and collected from the hotels. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

Caldwell County Museum	3.7% or \$4,000
Gaslight/Baker Theatre	13.8% or \$12,000
Hispanic Chamber of Commerce	18.0% or \$59,800
Lockhart Chamber of Commerce	55.8% or \$35,000
Hat Rod Productions	8.70% or \$20,000

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING REQUEST BY MR. GENE GALBRAITH TO DISPLAY THE DR. EUGENE CLARK LIBRARY ANTIQUE CLOCK AT THE NEW SOUTHWEST MUSEUM OF CLOCKS AND WATCHES LOCATION WITH A WRITTEN AGREEMENT THAT THE CLOCK REMAINS THE PROPERTY OF THE CITY, THAT MR. GALBRAITH PROVIDES SUFFICIENT INSURANCE COVERAGE TO THE CLOCK NAMING THE CITY OF LOCKHART AS THE INSURED AND THAT AFTER ONE YEAR OF DISPLAY, THE CITY HAS THE RIGHT TO ISSUE A 30-DAY NOTICE TO RETURN IT TO THE CITY, AND APPOINTING THE CITY MANAGER TO SIGN AN AGREEMENT, IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve the request by Gene Galbraith, as presented. Councilmember Westmoreland seconded. The motion passed by a 6-0-1, with Councilmember McGregor abstaining.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING A JOINT MEETING ON TUESDAY, DECEMBER 12, 2017 AT 6:30 P.M. WITH CALDWELL COUNTY COMMISSIONERS' COURT ABOUT POSSIBLE SUSTAINABLE PLACES PROJECT IMPROVEMENTS IN THE DOWNTOWN AREA AROUND THE COURTHOUSE.

Mayor Pro-Tem Sanchez made a motion to approve the joint meeting on Tuesday, December 12, 2017 at 6:30 p.m. with Caldwell County Commissioners' Court, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION REGARDING THE POSSIBLE APPOINTMENT OF AN AD-HOC COMMITTEE TO ADDRESS WAYFINDING SIGNAGE AND COMMUNITY BRANDING.

Mayor Pro-Tem Sanchez made a motion to approve the appointment of an ad-hoc committee to address wayfinding signage and community branding. Councilmember Michelson seconded. The motion passed by a vote of 6-1, with Councilmember Castillo opposing.

Mayor White announced that each Councilmember will make their appointment to the ad-hoc committee during the next meeting.

ITEM 6-F. DISCUSSION AND/OR ACTION REGARDING THE SELECTION OF MAYOR PRO-TEM OF THE LOCKHART CITY COUNCIL AS REQUIRED BY SECTION 3.05 OF THE CITY CHARTER.

Councilmember Westmoreland made a motion to re-appointment Councilmember Angie Gonzales-Sanchez as Mayor Pro-Tem. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-G. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and commissions.

Councilmember Michelson made a motion to re-appoint the following board/commission members. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

- Wayne Reeder to Board of Adjustment
- Rick Winnett to Construction Board
- Frank Coggins to Economic Development Revolving Loan Committee
- Morris Alexander to Lockhart Economic Development Corporation
- Kathy McCormick to the Lockhart Historical Preservation Commission
- Donaly Brice to the Library Advisory Board
- Russell Wheeler to the Parks Advisory Board
- Mary Beth Nickel to the Planning & Zoning Commission

Councilmember Mendoza made a motion to replace Dyral Thomas with Frank Jackson on the Church Property ad-hoc Committee. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Councilmember McGregor made a motion to re-appoint the following board/commission members as District 3 members. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

- Kirk Smith as an Alternate to the Board of Adjustment
- Nic Irwin to the Lockhart Economic Development Corporation
- Warren Burnett to the Parks Advisory Board
- Nita McBride to the Parks Master Plan Steering Committee

ITEM 7. CITY MANAGER’S REPORT, PRESENTATION AND POSSIBLE DISCUSSION.

- Update: Work 95% complete by Smith Contracting on Ash, Comal, Pine Streets.
- Update: Work 100% complete for Evans Constructions installation of the large wastewater main along the north side of the railroad tracks near SH 130, north of SH 142
- Update: US 183 Interceptor ditches 99% complete; continue to water grass planting to prevent erosion.

02

- Update: Meeting with Texas Parks and Wildlife officials on November 30 about the feasibility of hotel development in and around the Lockhart State Park
- Update: St. Paul United Church of Christ property Ad Hoc Committee met on Monday November 27; heard presentations from Meals on Wheels Central Texas and Mr. Scott Paul about use of the sanctuary as an Art-Cultural Center; discussed possible joint use of the property; committee will meet again on Monday, December 11, at 4:30 pm, at City Hall and then again on Monday, January 8, at 3:30 pm at City Hall with additional presentations from the two interested entities and discussions about possible joint use.
- Update: Meadows at Clearfork Section III Subdivision work has begun putting in drainage, streets and utilities; Section II designs and engineering are underway.
- Update: Other subdivisions in different phases of design include Summerside, Centerpoint Meadows, Clearfork Reserve, Maple Park, and Stanton Place.
- Update: About 40% of the lighting project on the Maple Street Walkway has been completed by City crews.
- Update: City Water crew has completed about 70% of a 12" water main extension on SH 130 near Maple Street.
- Update: Contractor and City crew should finish lighting project at the Corporal James K. LaFleur Sports Complex in about three weeks, weather-permitting.
- Update: Two volunteer veterinarians working through Save Animals from Euthanasia (SAFE) were at the Lockhart Animal Shelter this past Saturday performing in-house dog neuter/spay procedures in the facility's operating room. This tremendously helps with adoptions and rescue efforts; the City pays for medical supplies and medications.
- Update: City Manager continues to meet with Guadalupe-Blanco River Authority (GBRA) and three other governmental entities regarding a long-term water supply agreement.
- Reminder: The Parks Master Plan Steering Committee has met twice and will meet again on Wednesday, December 6 at 6 pm with another Public Input meeting.
- Reminder: Dickens Luncheon sponsored by Bluebonnet Electric with in-kind services by the City will be held on Friday, December 8, between 11 and 1 pm in the Council Chambers.
- Reminder: City Employee luncheon will be on Friday, December 15 between 12 and 2 in the Council Chambers.
- Report: Dickens in Lockhart and the lighted parade.
- Report: Thank you to Light Up Lockhart for the Christmas signs in the downtown square.
- Report: Get well wishes to Peter Gruning, City Attorney.

ITEM 8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.

Councilmember Westmoreland congratulated all involved with the successful Dickens' Christmas and the lighted parade. He also thanked the Light Up Lockhart committee for adding the Christmas decorations throughout town.

Councilmember Mendoza thanked the Friends of the Library and all involved with the successful Dickens' Christmas and the Light Up Lockhart Committee for the Christmas decorations. He thanked all involved with the successful Tree of Angels ceremony.

Mayor Pro-Tem Sanchez thanked all involved with the successful Dickens' Christmas events, the Light Up Lockhart Committee for the Christmas decorations and those involved with the successful Tree of Angels ceremony. She expressed condolences to the families of Raul Sanchez and Edward Moreno and to the family of the fallen Police Officer in San Marcos.

Councilmember McGregor thanked all involved with the Dickens' Christmas event and the Lighted Parade.

Councilmember Castillo thanks to all involved with Dickens' Christmas and Light Up Lockhart for the postcard signs displayed on the courthouse lawn. He encouraged everyone to be safe during the cooler weather. He expressed condolences to the family of the fallen officer in San Marcos.

Councilmember Michelson thanked all involved with the successful Dickens' Christmas events. He congratulated the Lady Lion basketball team for their undefeated season.

Mayor White thanked all involved with the successful Dickens' Christmas events and the Light Up Lockhart Committee for working hard to raise funds for additional Christmas lighting along the highways and for the postcards on the Courthouse lawn. Santa on the Square event will be held on Sunday, December 10 from 4-6 pm which will involve pictures with Santa and lighting of the tree on the square. City still has fans for the needy. Formal dedication of the LaFleur Soccer Complex is planned at the beginning of the soccer season. LISD and members of the community will meet next week to explore possibilities about a possible ACC in Lockhart. He wished Kathi Bliss good luck in her future endeavors since she has accepted another position and will no longer be the Editor of the Lockhart Post-Register.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:20 p.m.

PASSED and APPROVED this the 19th day of December 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**SPECIAL JOINT MEETING
LOCKHART CITY COUNCIL
AND CALDWELL COUNTY COMMISSIONERS COURT**

DECEMBER 12, 2017

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3rd FLOOR,
LOCKHART, TEXAS**

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffrey Michelson

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Commissioners Court and Caldwell County staff present:

Judge Ken Schawe
Commissioner Eddie Moses
Commissioner Joe Roland
Molly Cole, Judicial & Administrative Assistant

Commissioner Terry Wright
Commissioner Edward Theriot
Angela Jenkins, Deputy County Clerk

Staff present:

Vance Rodgers, City Manager
Dan Gibson, City Planner

Connie Constancio, City Secretary
Rob Tobias, Economic Development Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the special meeting of the Lockhart City Council to order on this date at 6:33 p.m.

Judge Ken Schawe called the special meeting of the Caldwell County Commissioners Court to order on this date at 6:33 p.m.

ITEM 2. INVOCATION – PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3-A. DISCUSSION AND/OR ACTION REGARDING POSSIBLE SUSTAINABLE PLACES PROJECT IMPROVEMENTS IN THE DOWNTOWN AREA AROUND THE COURTHOUSE WHICH COULD INVOLVE CALDWELL COUNTY COURTHOUSE PROPERTY.

Mayor White stated that in 2012, the City of Lockhart received a grant for planning projects. The initial request was for the downtown area to be widened in the northern and southern sections at the Highway 183 areas. This special joint meeting is to allow discussion amongst the City of Lockhart and Caldwell County regarding proposed revitalization improvements in the downtown square, to address Americans with Disabilities Act (ADA) issues downtown, and to improve pedestrian and bicycle traffic. The City recently obtained certificates of obligation funds that would be used to improve citywide road and drainage improvements, which includes the downtown square. A Downtown Revitalization Committee has been meeting for the past few years to make recommendations about revitalizing the downtown square to improve drainage and parking, ADA improvements, and to attract visitors to Lockhart. Mayor and staff recently met with the Texas Department of Transportation Division (TxDOT). During that meeting,

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TxDOT gave the city authorization to use the State right-of-way for the northern sidewalk plaza idea. Additional plans involve the Courthouse County property.

Mr. Gibson stated that TxDOT also agreed to assist with the grant application process. Several public input efforts have been conducted that include citywide surveys and the appointment of steering committee members. According to results of the public surveys, it appears that the public's most favored plan involved the downtown improvements that widens the northern side of the square and improves the flow of pedestrian traffic. In 2012, the Council approved the Sustainable Places Project - Courthouse Square Scenario B. He provided explanation about the proposed Courthouse Square project.

Mr. Rodgers provided information about the proposed downtown revitalization improvements that would involve the northern side of the Courthouse property. Issues to consider would be to install inlets in the downtown square to improve storm water drainage.

There was discussion regarding the drainage improvements, electrical adjustments, parking adjustments, American with Disabilities Act (ADA) improvements, and possibly building public restrooms downtown.

Commissioner Moses suggested that the business owners in the downtown area affected by the changes be consulted for their input about the proposed plan. Mr. Rodgers replied that each business owner would be notified by mail and hand-delivery about all meetings involving the project.

Councilmember Westmoreland spoke, as a business owner in the downtown square, in favor of improvements in the downtown area. He stated that pedestrian traffic downtown has significantly decreased since the Judicial Center which houses many County departments has opened.

There was discussion regarding the current parking issues in the downtown square and the proposed drainage improvements.

Mayor White stated that TxDOT informed the city that the Capital Area Metropolitan Planning Organization (CAMPO) has grant funds available for this type of project and that TxDOT agreed to support the project and to waive the City's match for the improvements along the State right-of-way. Mr. Rodgers added that TxDOT agreed to assist with submission of the grant application if the city would gather an engineer's cost estimates of the project. Staff is currently working with an engineer to conduct the cost estimate.

There was discussion.

Commissioner Theriot made a motion to support the reuse of approximately 12 feet of County property that is currently being used for parking, for the realignment of streets and the creation of pedestrian areas. Motion is a condition that all efforts are made to reduce parking loss and maintain accessibility. The Court expresses the preference that the improvements be conducted on the south side. The Court is also open to discussions regarding public restrooms on the square. Commissioner Wright seconded. The motion passed by a vote of 5-0.

Councilmember Michelson suggested that the Council meet soon to discuss the downtown revitalization project that would be included in the grant application. Mr. Rodgers stated that the deadline to submit the grant application to CAMPO is January 18, 2018.

Mayor Pro-Tem Sanchez made a motion to approve the downtown improvement project with the preference of the south side, with the concept of building public restrooms, and to hold a special meeting on December 21, 2017 at 6:30 p.m. to discuss the project prior to submission of the grant application. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 4. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:49 p.m.

PASSED and APPROVED this the 19th day of December 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Finance		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017					
Department: City Manager				Initials	Date
Department Head: Vance Rodgers		Asst. City Manager			
Dept. Signature: <i>[Signature]</i>		City Manager		<i>[Signature]</i>	12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER					
CAPTION					
Discussion and/or action to consider a seven year lease-purchase agreement for \$22,023.06 annually with Stryker Sales Corporation for two power load stretcher units for patient safety and to reduce employee injuries, and two Lucas compression assist units for improving Advanced Life Safety (ALS) patient care for Lockhart-Caldwell County Emergency Service (EMS) front line ambulances, and appointing the Mayor to sign the lease agreement if approved					
FINANCIAL SUMMARY					
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED					
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS	
Budget				\$0.00	
Budget Amendment Amount				\$0.00	
Encumbered/Expended Amount				\$0.00	
This Item				\$0.00	
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND(S): EMS Funds					
SUMMARY OF ITEM					
<p>Currently EMS employees must load/unload patients, 69% of which are overweight, with stretcher units that are out of warranty and which require a lot of physical exertion. 79% of the injuries for EMS professionals are back-related which cost an average of \$70,000 each, not including loss to time costs. The power load units will greatly reduce back injury incidents and provide safer loading/unloading for patients especially those that are grossly overweight. The Lucas units perform compressions on patients thereby eliminating the need for the second care giver to be present in the treatment; the second care giver who is usually the driver of the ambulance; the trip to the emergency room can continue without interruption in many cases. Warranty costs are included in the annual payments. The City Manager did discuss the purchase of these items with Caldwell County Judge Ken Schawe; he stated that he has no problem with the purchase as long as it had no impact to the County budget. Mr. Jim Jewell will be present to demonstrate the power load stretcher unit at 6 pm in front of the Library and also be present to address Council concerning the need for these purchases. Stryker Sales Corp is the single source vendor for these units in our area.</p>					
STAFF RECOMMENDATION					
City Manager and the EMS Director Jim Jewell respectfully request approval of the lease-purchase agreement with Stryker Sales Corp. as presented.					
List of Supporting Documents: Email from EMS Director Jim Jewell justifying the purchase, information about the units, Stryker agreement			Other Departments, Boards, Commissions or Agencies: <div style="text-align:right; font-size: 2em;">38</div>		

To: Vance I Rodgers (vrodgers@lockhart-tx.org)
Subject: FW: Meeting with Jim Jewell: Info Letter INFORMATION ABOUT POWER LOAD UNTIS 12-5-2017
Attachments: CityofLockhart-SFLA 11.21.17 mw.pdf

From: Jewell, James V [mailto:JvJewell@ascension.org]
Sent: Tuesday, December 05, 2017 3:43 PM
To: Vance Rodgers
Subject: RE: Meeting with Jim Jewell: Info Letter INFORMATION ABOUT POWER LOAD UNTIS 12-5-2017

Dear Mr. Rodgers,

Below are the answers to each of your four questions.

Question 1: The justification for Lockhart EMS requesting consideration for purchasing the power load unit for two of the Ambulances is summarized below.

1. 69% of the population is overweight which bring in concerns for the safe loading and unloading for our patients and the staff.
2. Each time a Lockhart EMS encounters a bariatrics patient we have to request an outside agency to transport the patient. This allows for a loss in revenue for the transfer and an extended scene time for our unit up to 2.5 hours.
3. 1/4 of EMS staff will suffer a career-ending back injury within the first 4 years of service.
4. The typical back injury will cost the employer on an average of \$70K
5. 79% of injuries to EMS professional will be caused by lifting
6. As new ambulances are purchased they will have to comply to SAE J3027 regulations which requires the safe securement of a loaded stretcher while transporting a patient. The Stryker unit exceeds the requirements and will be fitted to our two front line ambulances.
7. Outstanding staff satisfaction with the product.
8. 34% of the 4500 vehicle crashes result in injuries to either the patient or the crew member.

Bottom line it's a safety factor and acknowledging our concern for the men and women who serve our community.

The justification for Lockhart EMS requesting consideration for purchasing the Lucas assist unit for two of the Ambulances is briefly listed below.

1. Due to the rural areas we serve, the possibility of having a delay or no response from a local fire district while caring for a citizen in cardiac arrest is real. We have the most dedicated first responding organizations a community can hope for, but with limited resources and personnel the scenario of having delayed response from these dedicated services is real. With this in mind having a "second set of mechanical hands" will play a significant role
2. To properly perform compression on a patient dictates that one of the care givers must be unrestrained while being transported. Anything we can do to alleviate an unrestrained crew member must be explored and taken under serious consideration.
3. The position of performing chest compressions can place the care provided in an awkward position exposing them to back strains or injury.

Bottom line is the Lucas device will provide improved patient care while at the same time taking preventive measure to reduce back strain or serious injury.

Question 2: Regarding the payment plan please see the attachment which list the equipment, support equipment and warranties.

Question 3: Values of the old Stryker units is \$2500 each for a total of \$5000. Purchasing of the old Stryker stretcher will be through a secondary company associated with Stryker.

I will gladly be available to answer any questions to either the City Council or the County Commissioner Court if requested. A demonstration of the power load system can be arranged. The demonstration is more than a dog and pony show. Any member of the council will be able to operate the device while it is loaded. If you'd like a demonstration of the equipment please provide a time and I'll have it scheduled.

Any further questions please feel free to reach out to me at any time.

Sincerely,

Jim Jewell

Director of Emergency Medical Services – Lockhart/Luling
Office: 512-398-7320
Cell: 713-444-0108
Fax: 512-398-3405
Email: jvjewell@ascension.org
214 Bufkin Lane
Lockhart, Texas 78644

From: Vance Rodgers [mailto:vrodgers@lockhart-tx.org]
Sent: Monday, December 04, 2017 8:38 AM
To: Jewell, James V
Cc: Haynes, Apryl; Jeffrey Hinson
Subject: RE: Meeting with Jim Jewell: Info Letter

***** Attention: This is an external email. Use caution responding, opening attachments or clicking on links. *****

JIM:

I had in my notes (and confirmed with Jeff) from the 11-15-17 meeting that I was receive a letter from you:

1. justifying the Stryker Power Load Units and the Lucas Thumper Devices
2. information on the payout plan and terms
3. values of the old Stryker stretcher units
4. justifying the startup of a transfer unit and details

Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com

stryker

Date: November 20, 2017

RE: Reference no: 0110033375

City of Lockhart
214 BUFKIN LN
LOCKART, Texas 78644

Thank you for choosing Flex Financial, a division of Stryker Sales Corporation, for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider**

****Conditions of Approval: Insurance Authorization and Verification, State & Local Government Rider is required, Please Provide a Valid Tax Exempt Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of **November, 2017**

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

Short Form Lease Agreement No. 0110033375

Owner ("we" or "us") :
 Flex Financial, a division of Stryker Sales Corporation
 1901 Romence Road Parkway
 Portage, MI 49002

Customer name and address ("You" and "Your"): City of Lockhart 214 BUFKIN LN LOCKART, Texas 78644	Equipment location: 214 BUFKIN LN, LOCKHART, Texas 78944 Supplier: Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
--	--

Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 73			
7	Annual	\$22,023.06: (EMS Equipment: \$12,710.83, EMS Service \$3,101.26, Physio Equipment: \$4,680.77, Physio Service: \$1,503.77, Physio Freight:\$26.43) (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	Equipment purchase option: \$1 Buyout Option			
			Equipment purchase option shall be FMV unless another option is stated above.			
			Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant

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Short Form Lease Agreement No. 0110033375

maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print name:	
Title:	

**Exhibit A to Short Form Lease Agreement Number 0110033375
Description of equipment**

Customer name: City of Lockhart

Delivery address: 214 BUFKIN LN, LOCKHART, Texas 78944

Part I - Equipment/service coverage (if applicable)

Model number	Equipment description	Quantity
6506000000	POWER PRO AMBULANCE COT	2
6390000000	POWER LOAD	2
9999-999-999	LUCAS 3.0 Chest Compression System on Physio Quote Number 00102726	1

Service coverage:

Model number	Service coverage description	Quantity	Years
77110001	Protect+ Power Cot - 7Year	2	7.0
77506001	Protect Power-LOAD- 7year	2	7.0
9999-999-999	LUCAS Service - 4 YEAR on Physio Quote Number 00102726	1	4.0

(Service coverage and related payment amounts shall not be subject to automatic renewal or extension, if any, at the expiration of the Term of the Agreement)

Freight:

Financed

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification



Date: November 20, 2017

Short Form Lease Agreement Number 0110033375

To: City of Lockhart ("Customer")
214 BUFKIN LN
LOCKHART , Texas 78944

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$121,741.20** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency: _____
Agent name: _____
Address: _____
Phone/fax: _____
Email address: _____

City of Lockhart	
Signature: _____	Date: _____
Print name: _____	
Title: _____	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature: _____	Date: _____
Print name: _____	
Title: _____	
Carrier name: _____	
Carrier policy number : _____	
Policy expiration date: _____	

Insurable value: \$121,741.20

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 0110033375

See Exhibit A to Short Form Lease Agreement Number 0110033375

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

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State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 0110033375** (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("Owner") and City of Lockhart ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To LOCKHART EMS
 Attn: Jim Jewell, Director
 214 BUFKIN LN
 LOCKHART, TX 78644
 (512) 398-7320
jjjewell@ascension.org

Quote Number 00102726
Revision # 1
Created Date 11/14/2017
Sales Consultant Chad Lewis
 (210) 884-0891
chad.lewis@physio-control.com
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30
Expiration Date 12/15/2017

Product	Description	Quantity	Unit Price	Discount	Net Price	Extended Price
11576-000060	LUCAS Battery Desk-Top Charger	2.00	1,170.00	-117.00	1,053.00	2,106.00
11576-000071	LUCAS Power Supply	2.00	371.00	-37.10	333.90	667.80
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	712.00	-71.20	640.80	1,281.60
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	2.00	15,950.00	-1,595.00	14,355.00	28,710.00
LUCAS-OSCOMP-4-POS	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments. On-site Comprehensive Coverage for LUCAS® Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed	2.00	6,192.00	-928.80	5,263.20	10,526.40
Subtotal					USD 43,291.80	
Estimated Tax					USD 0.00	
Estimated Shipping & Handling					USD 185.00	

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total USD 43,476.80

Pricing Summary Totals

List Price Total	USD 48,790.00
Total Contract Discounts Amount	USD -1,857.60
Total Discount	USD -3,640.60
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 43,476.80

Please Select One:

MY COMPANY USES A PO SYSTEM-please acknowledge the following:
 On all orders \$5,000 or greater before applicable freight and taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here _____)

MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.

BILLING ADDRESS

SHIPPING ADDRESS

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

Signature Required for Non-PO using:
 Physio-Control Inc. Requires Written Verification Of This Order.

Please Check Applicable Tax Status:
 We are a Tax Exempt Entity (Tax Exempt Certificate Must Be Provided)

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

We are Taxable Entity (Applicable Tax will be Applied at Time of Invoice)

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

To add or modify account information fill out the form found on the hyperlink provided.

<http://www.physio-control.com/account>

Reference Number CL/03018401/2142

Lucas 3 Chest Compression



1234567

Power-LOAD®

powered fastener system



Power-LOAD®

power-loading cot fastener system

Reduce the risk

of injuries when loading and unloading cots

Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries. Our Power-LOAD Cot Fastener System improved operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO cots for ease of operation and maximum operator convenience.

Key features:

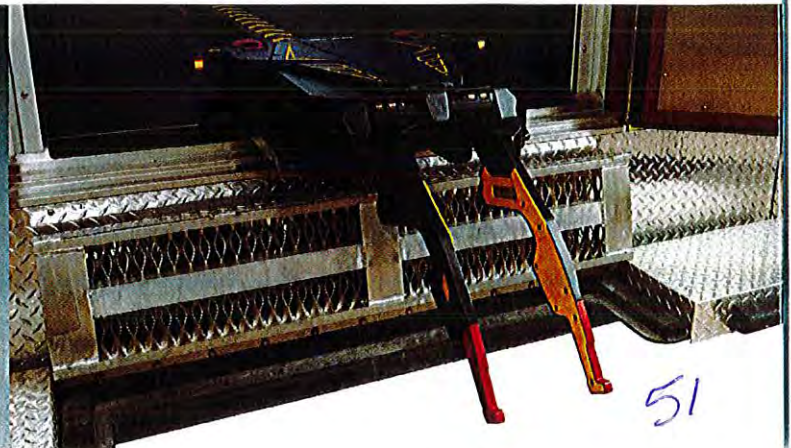
- Eliminates the need to steer the cot into and out of the ambulance.
- Minimizes patient drops by supporting the cot until the wheels are on the ground.
- Meets SAE J3027 dynamic crash test safety standards.
- Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.
- Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.

Power-LOAD cot compatibility

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety¹ and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.

Power raise and lower for loading and unloading

Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD Cot Fastener System is designed to load and unload a compatible cot with the touch of a button – not your back.



100%

reduction in back injuries in one service with the assistance of the Power-LOAD cot fastener system and Power-PRO XT cot.*

up to 35%

decrease in the rating of perceived exertion when using a powered fastener and powered cot as compared to manual equipment throughout the lifting, loading, and unloading process**

up to 62%

decrease in the risk of developing a low back disorder when adding powered fasteners and powered cots to the loading process**

Head end LED indicators

Keep operator informed of position status. Solid green when in position or ready to transport, flashing amber when not in position or ready to transport.

Cot release handles

Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.

Linear transfer system

Supports and guides the cot during loading and unloading.

Inductive charging

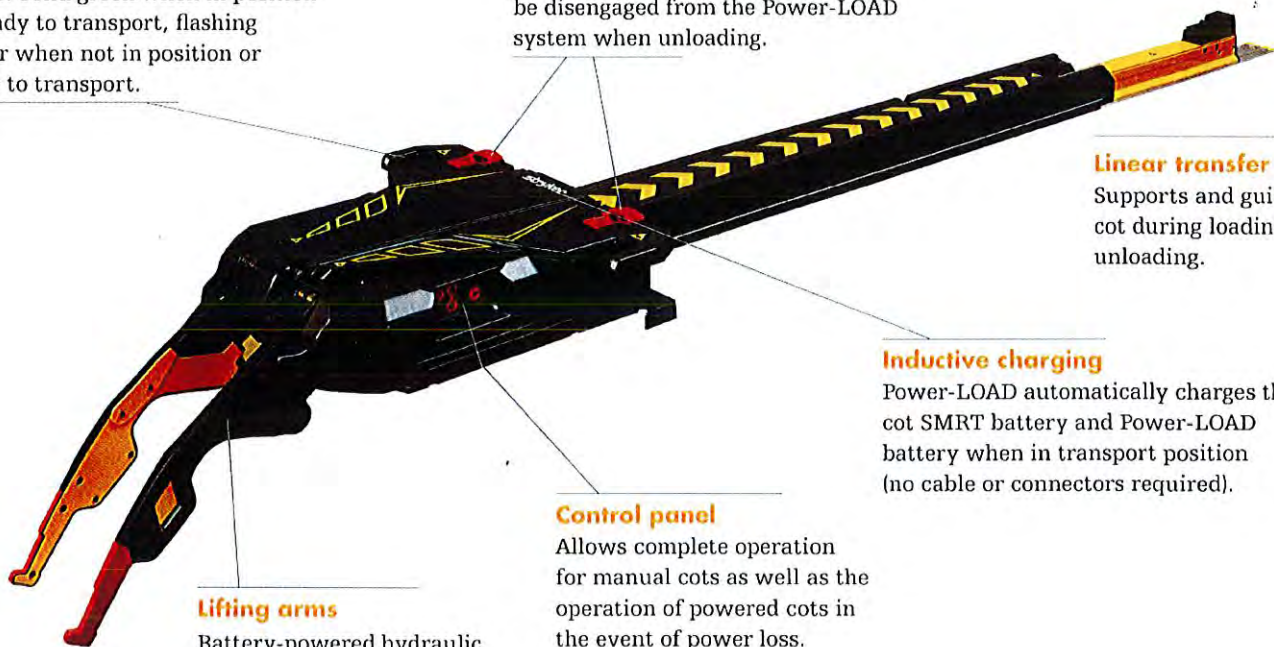
Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).

Control panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of power loss.

Lifting arms

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.



Power-PRO XT Cot



Performance-PRO XT Cot



Power-PRO IT Cot

*Source: Ada County Paramedics Case Study, ems.stryker.com/knowledgecenter

**Source: Evaluation of Medical Cot Design Considering the Biomechanical Impact on Emergency Response Personnel Tycho K. Fredericks, Steven E. Butt, Kimberly S. Harms, and James D. Burns. ems.stryker.com/knowledgecenter

XPS — expandable to fit a wide variety of patients and environments.

XPS is there when you need it

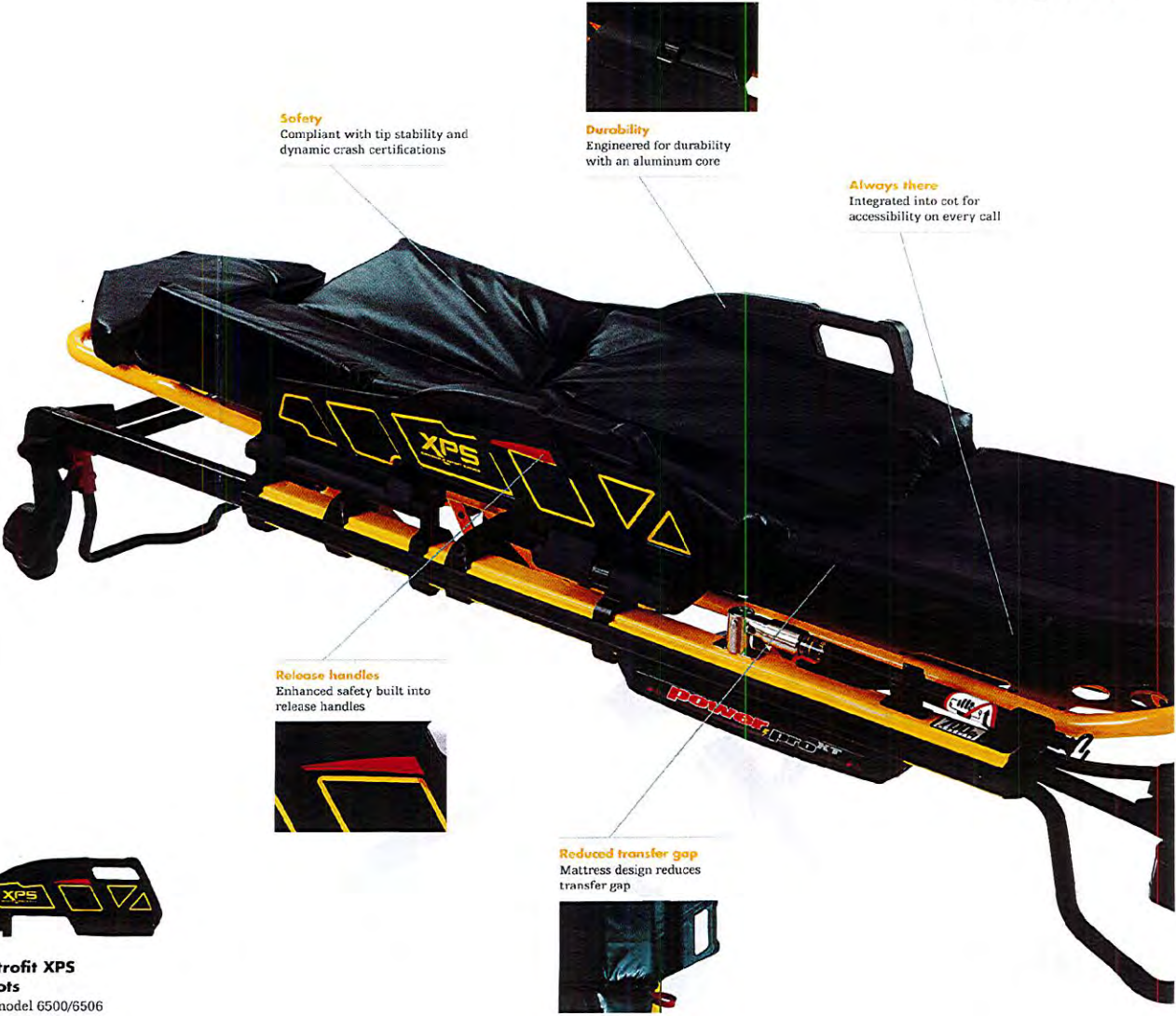
XPS provides an expanded patient surface area that can be easily retrofitted to compatible cots. XPS is adjustable with seven locking positions and includes a wider mattress that reduces transfer gap and is designed with your patient's comfort in mind. XPS helps address the growing obesity trend and supports a variety of patients and environments.

Cots with XPS meet current tip stability standards for both patient and provider safety¹. Engineered for durability and cleanability, with a 6061-T6 aluminum core and over-mold design.

1. Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL. BS-EN 1289 for Power-PRO XT, Power-PRO TL and Performance-PRO XT.

Standard features

- Increased patient surface area
- Adjustability for patients and environments
- Seven locking positions
- Integrated into cot — always there
- Easily retrofitted to existing compatible cots
- Enhanced safety built into release handles
- Durable aluminum over mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort
- Compliant with tip stability and dynamic crash certifications¹



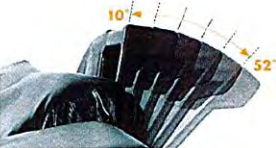
Safety
Compliant with tip stability and dynamic crash certifications

Durability
Engineered for durability with an aluminum core

Always there
Integrated into cot for accessibility on every call

Release handles
Enhanced safety built into release handles

Reduced transfer gap
Mattress design reduces transfer gap



Seven locking positions
Between 10 and 52 degrees



Increased surface area
From 23 to 33 inches



Option or retrofit XPS compatible cots
Power-PRO XT model 6500/6506
Power-PRO TL model 6550
Performance-PRO XT model 6085/6086

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XPS – expandable to fit a wide variety of patients and environments.

XPS is there when you need it

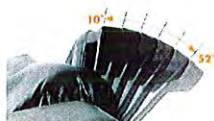
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* Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL. Compliant for Power-PRO XT, Power-PRO TL and Performance-PRO XT.

Standard features

- Increased patient surface area
- Adjustability for patients and environments
- Seven locking positions
- Integrated into cot – always there
- Easily retrofitted to existing compatible cots
- Enhanced safety built into release handles
- Durable aluminum over-mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort
- Compliant with tip stability and dynamic crash certifications*



Seven locking positions
Between 10 and 52 degrees



Increased surface area
From 23 to 33 inches



Option or retrofit XPS compatible cots
Power-PRO XT model 6500/6506
Power-PRO TL model 6550
Performance-PRO XT model 6085/6086



Safety
Compliant with tip stability and dynamic crash certifications

Durability
Engineered for durability with an aluminum core

Always there
Integrated into cot, for accessibility on every call

Release handles
Enhanced safety built into release handles

Reduced transfer gap
Mattress design reduces transfer gap

Specifications

Model Number	6390
Length	
Overall length	95 in. (241 cm)
Minimum length	89.5 in. (228 cm)
Width	
	24.5 in. (62 cm)
Weight	
Total weight	211.5 lb (96.5 kg)
Floor plate assembly	16.5 lb (7.5 kg)
Anchor assembly	23 lb (10.5 kg)
Transfer assembly	67 lb (30.5 kg)
Trolley assembly	105 lb (48 kg)
Maximum weight capacity*	
	700 lb (318 kg)
Minimum operator required	
Occupied cot	2
Unoccupied cot	1
Recommended loading height	
	22 in to 36 in (56 cm to 91 cm)
Battery	
	12VCD, 5 Ah lead acid battery (6390-001-468)

Stryker reserves the right to change specifications without notice.
Patents pending.

Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds

Extended warranties available.
7-year service life.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Flex Financial, Performance-PRO, Power-LOAD, Power-PRO, ProCare, SMRT, Stryker.** All other trademarks are trademarks of their respective owners or holder.

1. Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

Technical support

Our Technical Support comprises a team of professionals available to help with your Performance-LOAD needs. Contact via phone at 1 800 STRYKER or email at medicaltechnicalsupport@stryker.com

Stryker's ProCare Services

Every day, you count on your medical equipment to perform at its best. With ProCare Services, our people help to ensure your equipment is ready to perform when it's needed and make it easier to get the most from your investment. When an issue arises, we promise that we'll solve it — performing repairs quickly and correctly.

ProCare isn't just a service program. It's a partnership you can count on to give you one less thing to worry about, and one more reason to feel confident you're doing all you can for your clinicians, staff and patients.

All ProCare agreements provide:

- Stryker-authorized service representative
- Stryker-direct factory parts
- Two-hour callback response time
- Fixed service costs up front
- Increased uptime
- 24-72 hour equipment turnaround time[†]

[†] Based on the provisions of the Service Agreement

and the location of the product.

Flex Financial Program

Our financial programs provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase with payment structures that can be customized to meet budgetary needs and help to build long-term financial stability. Contact your account manager for more information.

3800 E. Centre Avenue
Portage, MI 49002 USA
t: 269 329 2100
toll free: 800 327 0770

www.ems.stryker.com

Date: August 28, 2017

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern:

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD (Model 6390). This correspondence is to inform you of the unique characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

Independent Qualification

- IPX6: The system is rated to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: This certification indicates that Power-LOAD conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789 clause 4.5.9: This is a European dynamic crash test which subjects a 50th percentile dummy to a nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.

Ease of Use

- Device must provide a linear guide when loading and unloading the cot
- Device must allow for remote actuation from Power-PRO foot end controls
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering
- Device must allow for manual back-up operation in the event of power failure or system error
- Device must have a safe working load of 870 lbs and be capable of lifting patients weighing up to 700lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion
- Device must be power washable
- Device must be capable of inductively charging the Stryker SMRT cot battery

Please contact your Stryker Sales Representative for further information.

Zac Jordan
Marketing Manager
Stryker Medical
3800 E. Centre
Portage, MI. 49002

Date: December, 2017

Re: Expandable Patient Surface Sole Source Information

To Whom It May Concern:

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Expandable Patient Surface. This correspondence is to inform you of the unique characteristics of the XPS. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use.

Independent Qualification

- Certified to IEC 60601-1 with Power-PRO XT and Power-PRO TL
- Certified to BS EN 1789: 2007 with Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

Ease of Use

- Increased patient surface area
- Adjustability for patients and environments
- 7 locking positions
- Integrated into cot – Always there
- Easily retrofitted to existing compatible cots¹
- Enhanced safety built into release handle
- Durable aluminum over-mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort

Please forward any further questions to your Stryker sales representative

Sincerely,

Zac Jordan

Compatible with Power-PRO XT (model 6500/6506), Power-PRO TL (model 6550), and Performance-PRO XT
(model 6085/6086).



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable Reviewed by Legal <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable			
Council Meeting Date: December 19, 2017				
Department: Public Works	Initials	Date		
Department Head: Lee Weatherford	Asst. City Manager			
Dept. Signature: <i>Lee Weatherford</i>	City Manager	<i>12-15-2017</i>		
Agenda Item Coordinator/Contact (include phone #): Lee Weatherford; (512) 398-6452; Ext. 291				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding fuel bid by Schmidt and Sons, Inc., of Lockhart, Texas, to supply and deliver Gasoline (plus) and Diesel to the City of Lockhart for the next year at a margin of \$0.055 cents per gallon/Gasoline (plus); \$0.055 cents per gallon/Diesel above the <i>Daily</i> Posted Oil Price Information Service (OPIS) price at Austin, Texas, referred to as the RACK price.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
Public bids were sought to supply and deliver diesel and gasoline (plus) with the bid award to be based on the lowest margin above the <i>Daily</i> OPIS price. Three bids were received with Gold Star Petro submitting \$0.0475 – Gasoline (plus), \$0.0625 cents - diesel; Johnson Oil submitting \$0.06 – Gasoline (plus), \$0.06 - Diesel; Schmidt & Sons, Inc. submitting \$0.055 cents – Gasoline (plus), \$0.055 cents - Diesel per gallon profit. The term of the contract is for one year from approval by the City Council; The Gold Star Bid is only \$105 (2.98%) more than Schmidt & Sons. Local Businesses preference can be up to 5% difference. <u>Additional Factors of consideration:</u> Schmidt & Sons is a local company that has a history of providing timely fuel deliveries from its local bulk plant. The Company also provides fuel services when City fuel pumps are down which is a convenience that is not offered by competitors.				
STAFF RECOMMENDATION				
City Staff recommends award of the bid to Schmidt & Sons, Inc. for a \$0.055 – Gasoline (plus) and \$0.055 - Diesel margin for purchase and delivery of diesel and gasoline based on OPIS prices as posted <i>Daily</i> in Austin, Texas.				
List of Supporting Documents: Public Notice, Bid Tab, Bids & Synopsis.		Other Departments, Boards, Commissions or Agencies:		
		<i>58</i>		

**CITY OF LOCKHART
PUBLIC BID FOR FUELS**

The City of Lockhart is accepting annual supply bids for approximately 40,000 gallons of unleaded plus gasoline and 26,000 gallons of Nol. 2 dyed diesel fuel. A minimum of two-thousand five hundred (2,500) gallons would be ordered at any given time. The price of fuels may increase or decrease based on the *Daily average* Oil Price Information Service (OPIS) price published each Thursday from the Austin, Texas, Rack. The amount designated as the supplier's profit margin per gallon must include delivery and must remain the same during the term of the contract. The contract term will be from one year from the date of approval by the City Council. Bid award may be separate for each fuel. Required forms for bid submittal are available from the Public Works Office at 705 Wichita Street during normal business hours.

Bids must be received by ***2 pm, Friday, December 1, 2017 at City Hall, 308 W. San Antonio Street, PO Box 239, Lockhart, Texas 78644.*** Bids not received by this time and date will be rejected. Bid envelopes should be externally marked to indicate ***"Fuel Bids"***.

The City of Lockhart reserves the right to reject any and all fuel bids.

<u>Company Name</u>	<u>Company Address</u>	<u>Phone #</u>	<u>Fax</u>	<u>Contact Person Name</u>	<u>Email Address / BID</u>
Johnson Oil	PO Drawer 1959 Gonzales, Texas 78629	512.565.3446		Don Arcenuax	Bid: \$0.06 Unleaded Plus / \$0.06 Diesel
Gold Star Petro	P.O. Bx 11151 Spring, Texas 77391	877-556-7827		Cecelina	goldstarpetro@comcast.net Bid: \$0.0475 cents - Gas / \$0.0625 cents - Diesel
Schmidt & Sons, Inc.	PO Box 696 Lockhart, Texas 78644	512-398- 2386	512-398-4712	Debbie Capps	dcapps@schmidtandsons.com Bid: \$0.055 cents - Gas / \$0.055 cents - Diesel
Gold Star Petro	Plus Unleaded	\$0.0475			
Schmidt & Sons	Diesel	\$0.055			

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Fuel Bids Synopsis-Top Two Companies 2017-2018

<u>Company and Bid Analysis</u>	<u>Margin</u>	<u>Surcharge</u>	<u>Extension</u>
Goal Star Petro			
Spring, Texas business			
Gasoline	40,000	\$ 0.0475	\$ 1,900.00
Average Loads per year			\$ -
Diesel	26000	\$ 0.0625	\$ 1,625.00
Average Loads			\$ -
		Total	\$ 3,525.00
 Schmidt & Sons			
Lockhart, Texas business			
Gasoline	40,000	\$ 0.0550	\$ 2,200.00
Average Loads per year			\$ -
Diesel	26000	\$ 0.0550	\$ 1,430.00
Average Loads			\$ -
		Toal	\$ 3,630.00

The Gold Star Petro Bid is only \$105 (2.98%) more than Schmidt & Sons.

Local business preference can be up to 5 % difference.

Schmidt & Sons is recommended for the bid award by staff.

Additional Factors of Consideration:

Schmidt & Sons is a local company that has a history of providing timely fuel deliveries from its local bulk plant. The Company also provides fuel services when City fuel pumps are down which is a great convenience.

CITY OF LOCKHART
PUBLIC WORKS DEPARTMENT

Annual Fuel Bid Package

Unleaded Plus Gasoline
No. 2 Dyed Diesel

Bid Opening Information:

Date: December 1, 2017
Time: 2:00 pm
Place: Lockhart City Hall
PO Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

Bid

2,500 gallon Min. Delivery

<u>Fuel Type</u>	<u>Profit Margin Per Gallon</u>
Unleaded Plus	\$0.055 per gal. over OPIS
No. 2 Dyed Diesel	\$0.055 per gal. over OPIS

All deliveries to be made to 705 Wichita Street during normal business hours unless otherwise specified. During the term of the contract, fuel price may increase or decrease based on the *Daily Oil Price Information Service (OPIS) Price from Austin, TX, RACK*. The amount designated by the supplier's profit margin per gallon will remain constant for the term of the contract which is for one year from the date of award by the Lockhart City Council.

SCHMIDT & SONS, INC.

Supplier Firm (Printed)

Henry C. Schmidt, Jr. Owner

Printed name and title

Signature

11/28/2017

Date

Signed: _____ Lew White, Mayor Date: _____

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**CITY OF LOCKHART
PUBLIC WORKS DEPARTMENT**

Annual Fuel Bid Package

Unleaded Plus Gasoline
No. 2 Dyed Diesel

Bid Opening Information:

Date: December 1, 2017
Time: 2:00 pm
Place: Lockhart City Hall
PO Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

Bid

2,500 gallon Min. Delivery

<u>Fuel Type</u>	<u>Profit Margin Per Gallon</u>
Unleaded Plus	\$0. <u>055</u> per gal. over OPIS
No. 2 Dyed Diesel	\$0. <u>055</u> per gal. over OPIS

All deliveries to be made to 705 Wichita Street during normal business hours unless otherwise specified. During the term of the contract, fuel price may increase or decrease based on the *Daily Oil Price Information Service* (OPIS) Price from Austin, TX, RACK. The amount designated by the supplier's profit margin per gallon will remain constant for the term of the contract which is for one year from the date of award by the Lockhart City Council.

SCHMIDT & SONS, INC.

Supplier Firm (Printed)

Henry C. Schmidt, Jr. Owner

Printed name and title

Signature

11/28/2017

Date

**CITY OF LOCKHART
PUBLIC WORKS DEPARTMENT**

Annual Fuel Bid Package

Unleaded Plus Gasoline
No. 2 Dyed Diesel

Bid Opening Information:

Date: December 1, 2017
Time: 2:00 pm
Place: Lockhart City Hall
PO Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

RECEIVED
CITY OF LOCKHART

DEC 01 2017

RCVD. BY: ME
TIME RECVD: 10:29

Bid

2,500 gallon Min. Delivery

Fuel Type

Profit Margin Per Gallon

Unleaded Plus

\$0.0475 per gal. over OPIS

No. 2 Dyed Diesel

\$0.0625 per gal. over OPIS

All deliveries to be made to 705 Wichita Street during normal business hours unless otherwise specified. During the term of the contract, fuel price may increase or decrease based on the *Daily Oil Price Information Service* (OPIS) Price from Austin, TX, RACK. The amount designated by the supplier's profit margin per gallon will remain constant for the term of the contract which is for one year from the date of award by the Lockhart City Council.

GOLD STAR PETROLEUM, INC.
Supplier Firm (Printed)

J.J. RODRIGUEZ, PRESIDENT
Printed name and title

[Signature]
Signature

11/28/17
Date

goldstarpetro@comcast.net
281.379.5928

CITY OF LOCKHART
PUBLIC WORKS DEPARTMENT

Annual Fuel Bid Package

Unleaded Plus Gasoline
No. 2 Dyed Diesel

Bid Opening Information:

Date: December 1, 2017
Time: 2:00 pm
Place: Lockhart City Hall
PO Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

Bid

2,500 gallon Min. Delivery

<u>Fuel Type</u>	<u>Profit Margin Per Gallon</u>
Unleaded Plus	\$0.06 per gal. over OPIS "Six cents"
No. 2 Dyed Diesel	\$0.06 per gal. over OPIS "Six Cents"

All deliveries to be made to 705 Wichita Street during normal business hours unless otherwise specified. During the term of the contract, fuel price may increase or decrease based on the *Daily Oil Price Information Service* (OPIS) Price from Austin, TX, RACK. The amount designated by the supplier's profit margin per gallon will remain constant for the term of the contract which is for one year from the date of award by the Lockhart City Council.

JOHNSON OIL COMPANY
Supplier Firm (Printed)
DON ARCEMEAUX
Printed name and title
Don Arcemeaux
Signature
12/1/17
Date
" 12 NOON "



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>[Signature]</i>		City Manager		
			<i>[Signature]</i>	<i>12.14.17</i>
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers, (512) 398-3461				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
CONSIDER APPROVAL OF RESOLUTION 2017-22 OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF LOCKHART, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF LOCKHART, TEXAS WILL COMPLY WITH THE GRANT REQUIREMENTS OF CAPCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE STATE OF TEXAS.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): 18-19 \$4,000 Local Budgeted; Approx. \$16,000 Grant Funded				
SUMMARY OF ITEM				
The grant would provide funding to hold a city wide residential household hazardous waste (HHW) collection event in Spring 2019 for approximately \$20,000 (\$4,000 City Match + \$16,000 Grant Funding = \$20,000). It will be noted that the \$4,000 match for FY 18-19 is contingent upon the future City budget of FY 18-19.				
STAFF RECOMMENDATION				
Staff recommends approval of Resolution 2017-22				
List of Supporting Documents: Proposed Resolution 2017-22			Other Departments, Boards, Commissions or Agencies:	

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RESOLUTION 2017-22

RESOLUTION OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF LOCKHART, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF LOCKHART, TEXAS WILL COMPLY WITH THE GRANT REQUIREMENTS OF CAPCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE STATE OF TEXAS.

Whereas, CAPCOG administers solid waste grant funds provided by TCEQ for implementation of the COG's adopted regional solid waste management plan; and

Whereas, the City of Lockhart in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOCKHART, TEXAS;

1. That the Mayor is authorized to request grant funding under the CAPCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Lockhart, Texas in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, the City of Lockhart will comply with the grant requirements of CAPCOG, the TCEQ, and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED, APPROVED and ADOPTED by the City Council of the City of Lockhart, Texas on this the 19th day of December, 2017.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
City Attorney



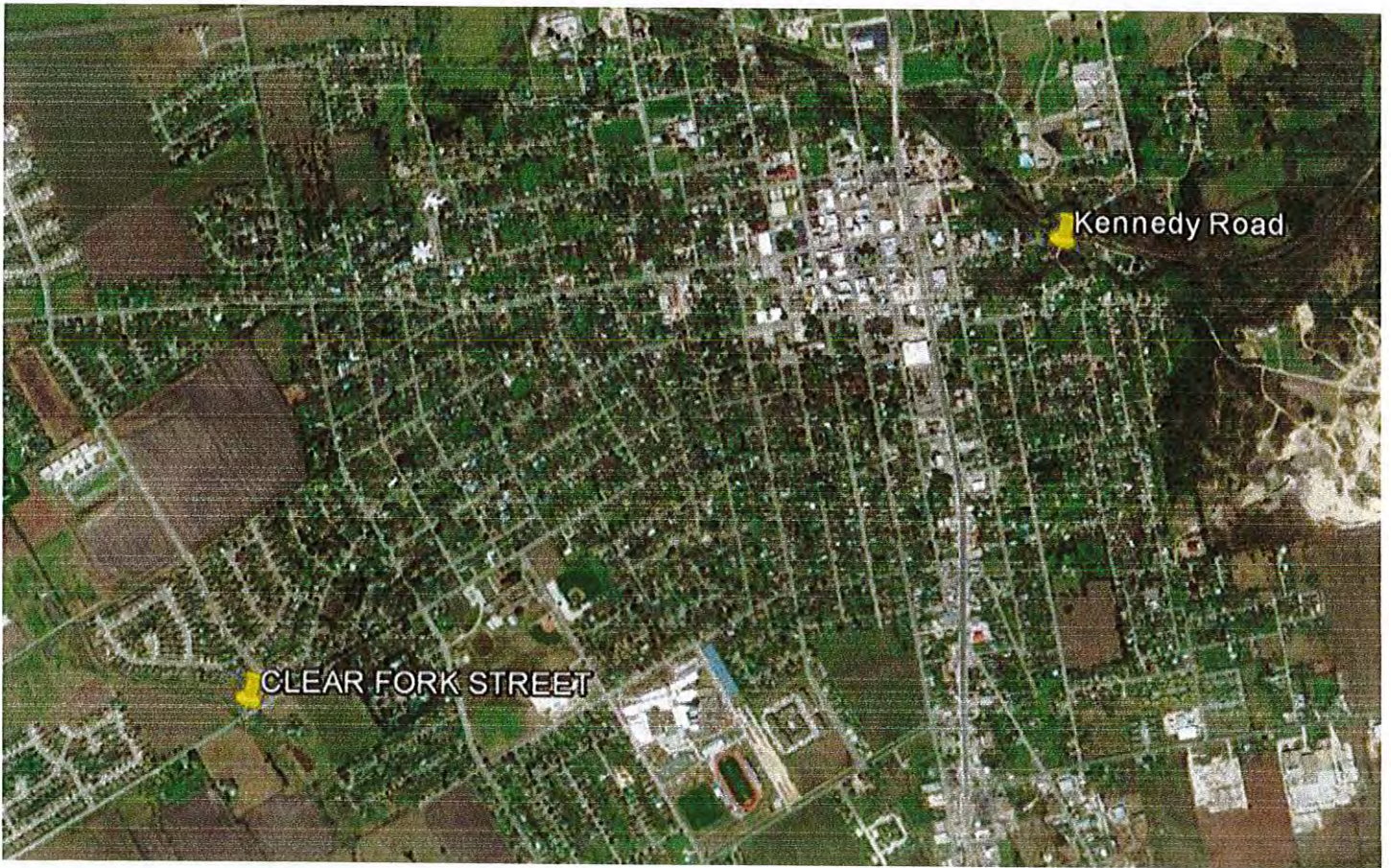
Work Session Item # _____

Reg. Mtg. Item # _____

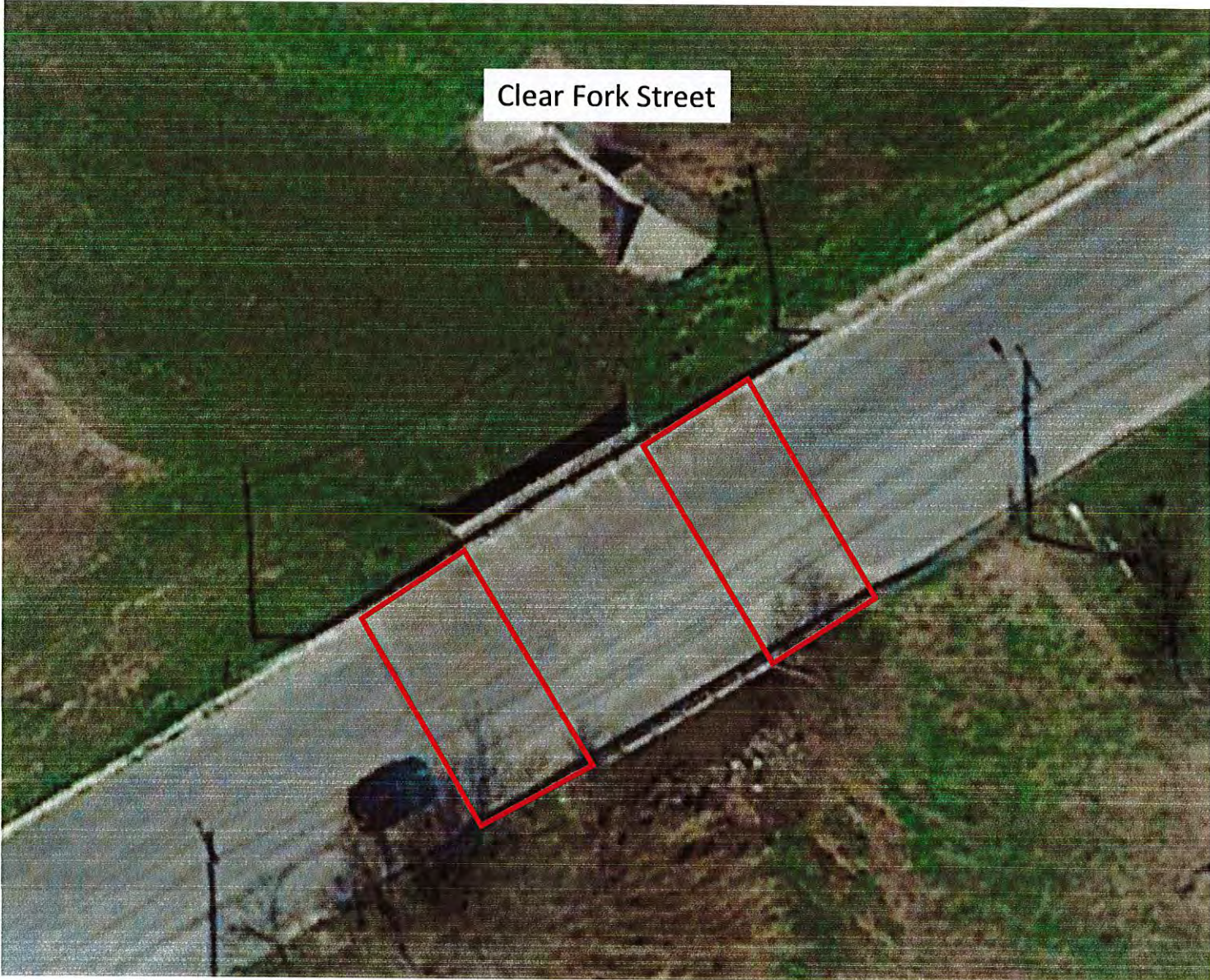
**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

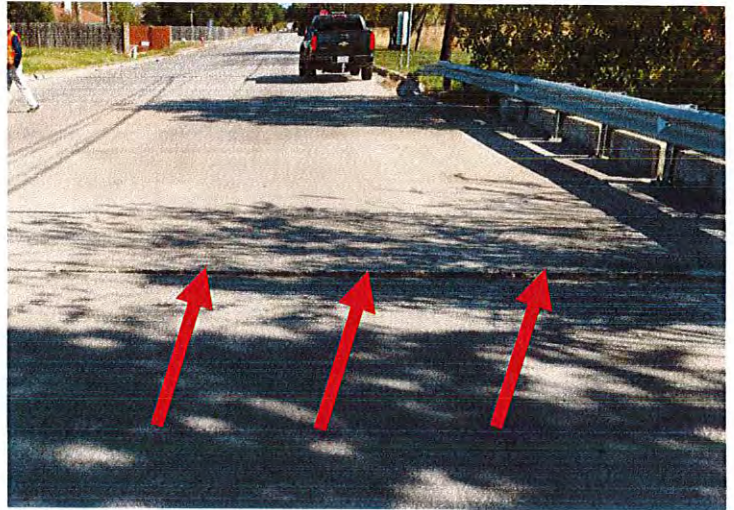
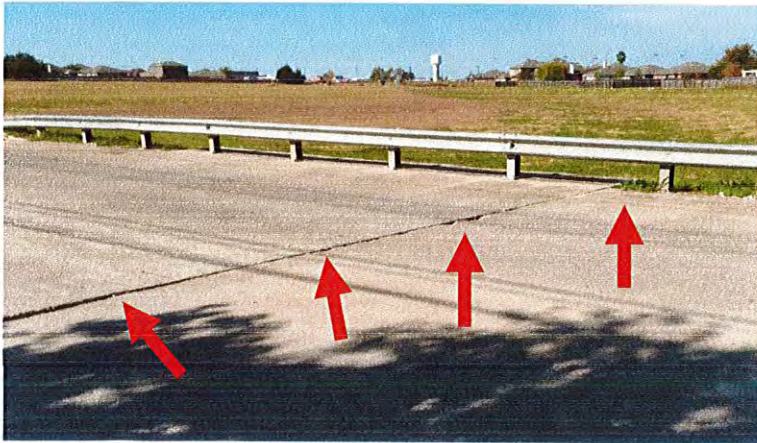
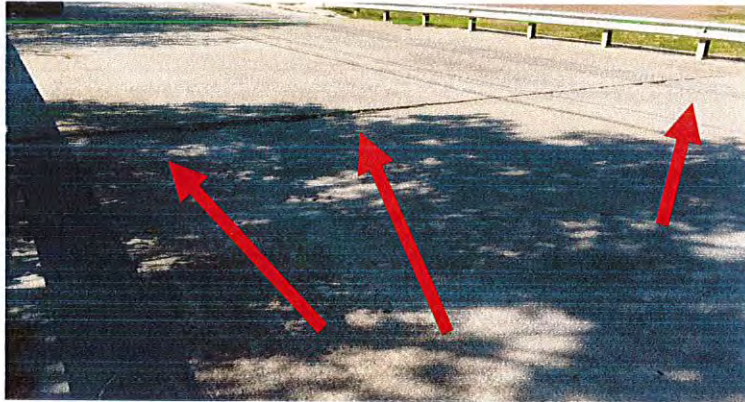
CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding consideration of an agreement with Concrete Raising & Repair of Austin, Texas, in the amount of \$18,891.33 for concrete raising services to be performed on the Clearfork Street bridge culvert and on the Kennedy Street bridge, and appointing the City Manager to sign the agreement if approved.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): FY 17-18 Budget				
SUMMARY OF ITEM				
From time to time bridge and culvert concrete approaches development voids which need to filled. Concrete Raising and Repair, the only company in the immediate area that staff could find, provides the service that pumps materials into void areas to level the surface. This saves money by not having to take out the approaches, backfill them, and then replace them with concrete. The two areas identified are on Clearfork and on Kennedy Streets. This company has commendably performed these services for the City in the past on East Market and North Commerce Street bridges and culverts.				
STAFF RECOMMENDATION				
City Manager and Public Works Director respectfully recommend approval of the agreement				
List of Supporting Documents: Proposals, pictures of work areas.			Other Departments, Boards, Commissions or Agencies:	

City of Lockhart
Bridge Approach Repairs
Clear Fork Street and Kennedy Road
Addendum A



Clear Fork Street





Clear Fork Street



Clear Fork Street



Kennedy Street



Concrete Raising & Repair

Austin/San Antonio Concrete Raising LLC
DbA Concrete Raising of Austin
DbA CRC Concrete Raising & Repair
1720 Howard Lane, Austin TX 78728
P.O. BOX 81496, Austin TX 78708
Tel/Fax: 888-788-4313
www.CentexCRC.com - sales@centexcrc.com

"We Raise Concrete! You Save Money!"

CONCRETE RAISING / VOID FILL PROPOSAL

CLIENT NAME	LEE WEATHERFORD	PROPOSAL DATE	12/12/2017
COMPANY	CITY OF LOCKHART	PROPERTY NAME	
JOB ADDRESS	KENNEDY STREET BRIDGE	CLIENT PHONE	512.398.6452
CITY	LOCKHART	STATE	TX
ZIP	78644	CLIENT CELL	512-376-8888
BILLING ADDRESS	PO BOX 239	CLIENT EMAIL	gweatherford@lockhart-tx.org
CITY	LOCKHART	STATE	TX
ZIP	78644	CRC NAME/TEL	NEALE - 512-593-5424
LEAD SOURCE		CRC EMAIL	NEALE@CENTEXCRC.COM

Thank you for considering CRC for your raising, void filling and/or repair project. We are proud of our work and will endeavor to leave your property in better shape than we found it, while raising your slabs and filling the voids under them. Your business is very much appreciated! Please feel free to call us with any questions or comments.

SCOPE OF WORK, PROJECT DESCRIPTION AND SPECIAL INSTRUCTIONS

CRC will provide the expertise, labor, equipment, insurance and materials to RAISE, PITCH, VOID FILL, REPAIR and/or STABILIZE concrete slabs as described in attached scope of work, notes, documents, diagrams, images, and addendums as best possible. Customer to provide water for mixing materials and cleanup of work area. Customer to ensure that CRC crew has full access to work area, including designated locations near work area to park and mobilize vehicles and equipment.

SURFACE/TYPE	WAIVER REQUIRED ?	METHOD OF REPAIR	CAULKING (separate proposal)
CONCRETE	NOT REQUIRED	RAISE AND VOID FILL	NOT PROPOSED

PROJECT DESCRIPTION / NOTES:

1. RAISE, VOID FILL AND STABILIZE BRIDGE ABUTMENT AS SHOWN ON ADDENDUM A TO RETURN TO LEVEL OF BRIDGE AS BEST POSSIBLE.
2. SAW CUT JOINTS @ ABUTMENT AS NEEDED
3. GRIND CONCRETE AS NEEDED

CLIENT RESPONSIBLE FOR ALL TRAFFIC CONTROL - ROAD CLOSURE WOULD BE PREFERRED.
NO ADDITIONAL CHARGE FOR SATURDAY WORK. WORK HOURS 8AM - 6PM

AS SPECIFIED BY TERRATHANE SALES ENGINEER, 4LB TERRATHANE GEOTECHNICAL POLYURETHANE WILL BE USED FOR THIS PROJECT.

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PRICING:

Client to select the PREFERRED MATERIAL TYPE for this project by signing under the selected price schedule below.

Unless otherwise noted, CRC reserves the right to substitute Terrathane in place of cement slurry.

CEMENT SLURRY 3.5 BAG MIX	
REGULAR PRICE	NA
7-DAY DISCOUNT	\$
NET PRICE	\$
SALES TAX	\$
FINAL PRICE	\$
MATERIAL ALLOWANCE (cu.yd.)	3.6
Additional Material Cost per cu.ft.	\$12.50
DOWN PAYMENT REQUIRED	
CLIENT INITIAL:	
DATE WORK REQUESTED:	

TERRATHANE (lbs. / cu.ft.)	
REGULAR PRICE	\$5,360.85
7-DAY DISCOUNT	\$536.08
NET PRICE	\$4,824.76
SALES TAX	\$NA
FINAL PRICE	\$4,824.76
MATERIAL ALLOWANCE (lbs)	303
Additional Material Cost per lb.	\$11.00
DOWN PAYMENT REQUIRED	NA
CLIENT INITIAL:	
DATE WORK REQUESTED:	

CLIENT CONSENT / ACCEPTANCE OF PROPOSAL:

I, as the client, have read and understood the pricing, scope of work, notes, specifications, and terms & conditions contained on this proposal and any addendums that may accompany it and I hereby agree to such. I hereby authorize you to do the work, as specified in this proposal. I certify that I am the property owner, or a representative authorized to act on behalf of the property owner.

I understand that the down payment, if specified, is required before the work can be scheduled.

Payment of the required down payment constitutes acceptance of the agreement, it's addendums, waivers and Terms & Conditions.

I understand that the balance is due and payable on completion of the work, or as otherwise stated above.

I understand that all discounts (if any are offered) shall be forfeited, if the balance due is not paid in full within 7 days of the invoice.

CRC reserves it's lien rights on the property until all due amounts are paid in full.

I understand that I may cancel this transaction at any time prior to midnight on the third day of my signing of this contract, unless I have agreed for the work to be done immediately or as soon as possible. This cancellation should be done in writing and signed by myself and then faxed to (512) 308-6777 or emailed to sales@centexcrc.com before the expiration time/date.

ADDITIONAL COMMENTS

1.

PREPARED BY:

CLIENT ACCEPTANCE OF PROPOSAL:

DATE OF CLIENT ACCEPTANCE:

Neale van Streepen

"AUSTIN/SAN ANTONIO CONCRETE RAISING LLC ("CRC") - TERMS & CONDITIONS " – 171101
For Concrete Raising and Void Filling Projects

1. This Proposal/Contract may be withdrawn without prejudice or cost by CRC if not accepted by client/owner within 28 days from date of issue. An officer of CRC reserves the right to cancel contract at any time before work start and all down payments will be refunded in full.
 2. Buyer represents that he or she is in fact the legal owner or authorized agent of the owner of the property on which work is to be performed.
 3. All verbal agreements between CRC and buyer involving job description or pricing prior to contract signing, are void, unless written into the contract or an addendum and signed / dated by both parties.
 4. Any alterations or deviation from specifications involving additional work, as requested or agreed by client, may become an extra charge.
 5. Verbal telephone authorization for additional work or materials will be considered a binding commitment for additional work to commence and owner shall sign change order as soon as presented.
 6. CRC is covered by workers' compensation and public liability insurance. A current COI will be furnished upon request.
 7. All agreements are contingent upon any and all delays beyond our control (i.e. strikes, weather, accidents, equipment malfunction, etc.).
 8. Prices quoted are based on an average 2" void under slab(s) to be raised, unless stated otherwise. Additional material over and above the allocated allowance will incur additional charges as indicated on page 2 of this proposal, unless otherwise indicated on the proposal/estimate. Owner shall be notified immediately on additional void discovery to approve the additional cost. See #5 above.
 9. CRC will not be held responsible for any liability that may arise due to the specific exclusion or deletion of any proposed work area from the proposal at the client's request. To successfully complete the project, it is often necessary to raise/void fill adjacent slabs, which not may be evident to the untrained eye.
 10. All materials and labor are guaranteed as specified. Warranty to be effective as of the date of completion of work specified, but shall not apply if payments are not made as per Terms of Payment on the contract. The warranty only applies to work completed per contract.
 11. The warranty is VOID if proper caulking, drainage, grade, downspout/gutter maintenance, sprinkler systems/ head is not mitigated and maintained. Proper landscape grade must be maintained to protect the sub-grade and pitch water away from concrete raised or stabilized, for warranty to apply. All expansion joints and cracks wider than 1/4" must be professionally sealed for any warranty to apply.
 12. CRC will endeavor to match the patches of holes drilled into the existing slab but no guarantee on patchwork or re-cementing is implied or expressed with this contract. It is understood that patched insertion points may not match the color or texture of the existing surface.
 13. Homeowner/Client is responsible for moving and/or replacing any or all materials or equipment that are obstructing the area to be repaired, any delay time realized by the CRC crew for moving items is chargeable at \$400/hour, unless stated otherwise on the face of contract.
 14. Client acknowledges that any concrete slab that has been raised should not be driven on for at least 12 hours for cement slurry or 1 hour for polyurethane, after completion of work. Caulking work requires at least 12 hours of curing before being driven on.
 15. CRC cannot be held responsible for slabs raised, settled or moved by animal activity, tree roots, soil conditions, sub-soil movement, underground springs, frost, ice expansion, erosion or chemical reactions under the concrete that has been raised. Unless notified beforehand, CRC is not responsible for the filling of voids beneath or adjacent to the contracted grouting/raising work area, which are/were not evident on visual inspection from outside. Additional charges may apply.
 16. Saw cutting of concrete to allow for proper raising of slabs and to minimize cracking will become an additional charge, if needed. The cost for saw cutting is \$15.00 per linear foot.
 17. Due to the nature of existing concrete, CRC is not liable for any cracks which may occur during the slab raising process. Every care will be taken to minimize any cracking during the raising process. Slab raising is not a crack repair method, but can close cracks, reduce, or eliminate vertical offsets of such cracks. Existing cracks will remain visible. Crack repairs, if made, do not fall under any warranty, expressed or implied.
 18. The buyer assumes all responsibility for any damages and/or repair costs to underground sprinklers, sewer lines, sump pump discharge, electric/gas/water lines to lights, garages, walls, roofing, swimming pools, etc. (Note: CRC, if notified by the buyer of the location, direction, and depth, will take necessary precautions. However, CRC is "NOT" liable for any damages or repairs.) "Pool Deck" and "Covered Structure" waivers must be signed as and when required.
 19. In case any unresolved questions or disputes arise between the parties about any matter pertaining to this contract, such questions or disputes MUST BE SUBMITTED for mediation and/or binding arbitration in accordance with the rules, requirements and procedures of the Austin NARI Home Improvement Council Ethics Committee.
 20. CRC notifies the buyer that persons or companies furnishing labor and materials for and on the buyer's land may have lien rights on buyer, land and buildings, if not paid. Those entitled to lien rights in addition to the undersigned contractor, are those who contract directly with the buyer or those who give the buyer notice within sixty (60) days after they furnish labor and materials. A copy of each lien notice received should be issued to mortgage lender, if any, to see that all potential lien claimants are duly paid. A waiver of lien will be furnished at the time of final payment, upon request.
 21. CRC has the right to sub-contract work if needed. All Sub-Contractor costs paid by CRC for plumbing, electric, HVAC repairs or disconnects, landscaping, masonry, etc. are subject to a handling charge of 25%.
 22. A 1.5% finance charge per month will be enforced on all accounts not paid by designated term of this agreement. All accounts are to be paid on completion or as otherwise stated in this contract.
 23. Discounts, if any, shall be forfeited if account balance is not fully paid within (7) days of invoice.
- END.



Concrete Raising & Repair

Austin/San Antonio Concrete Raising LLC

Db a Concrete Raising of Austin

Db a CRC Concrete Raising & Repair

1720 Howard Lane, Austin TX 78728

P.O. BOX 81496, Austin TX 78708

Tel/Fax: 888-788-4313

www.CentexCRC.com - sales@centexcrc.com

"We Raise Concrete! You Save Money!"

CONCRETE RAISING / VOID FILL PROPOSAL

CLIENT NAME LEE WEATHERFORD

PROPOSAL DATE 12/12/2017

COMPANY CITY OF LOCKHART

PROPERTY NAME

JOB ADDRESS CLEAR FORK @ MOCKINGBIRD

CLIENT PHONE 512.398.6452

CITY LOCKHART **STATE** TX **ZIP** 78644

CLIENT CELL 512-376-8888

BILLING ADDRESS PO BOX 239

CLIENT EMAIL gweatherford@lockhart-tx.org

CITY LOCKHART **STATE** TX **ZIP** 78644

CRC NAME/TEL NEALE - 512-593-5424

LEAD SOURCE

CRC EMAIL NEALE@CENTEXCRC.COM

Thank you for considering CRC for your raising, void filling and/or repair project. We are proud of our work and will endeavor to leave your property in better shape than we found it, while raising your slabs and filling the voids under them. Your business is very much appreciated! Please feel free to call us with any questions or comments.

SCOPE OF WORK, PROJECT DESCRIPTION AND SPECIAL INSTRUCTIONS

CRC will provide the expertise, labor, equipment, insurance and materials to RAISE, PITCH, VOID FILL, REPAIR and/or STABILIZE concrete slabs as described in attached scope of work, notes, documents, diagrams, images, and addendums as best possible. Customer to provide water for mixing materials and cleanup of work area. Customer to ensure that CRC crew has full access to work area, including designated locations near work area to park and mobilize vehicles and equipment.

SURFACE/TYPE	WAIVER REQUIRED ?	METHOD OF REPAIR	CAULKING (separate proposal)
CONCRETE	NOT REQUIRED	RAISE AND VOID FILL	NOT PROPOSED

PROJECT DESCRIPTION / NOTES:

1. RAISE, VOID FILL AND STABILIZE BRIDGE ABUTMENTS AS SHOWN ON ADDENDUM A TO RETURN TO LEVEL OF BRIDGE AS BEST POSSIBLE.
2. SAW CUT JOINTS @ ABUTMENT AS NEEDED
3. REPAIR SPALLS ON CLEAR FORK STREET @ ABUTMENT JOINTS WITH MG-KRETE
4. GRIND CONCRETE AS NEEDED

CLIENT RESPONSIBLE FOR ALL TRAFFIC CONTROL - ROAD CLOSURE WOULD BE PREFERRED. NO ADDITIONAL CHARGE FOR SATURDAY WORK. WORK HOURS 8AM - 6PM

AS SPECIFIED BY TERRATHANE SALES ENGINEER, 4LB TERRATHANE GEOTECHNICAL POLYURETHANE WILL BE USED FOR THIS PROJECT.

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PRICING:

Client to select the PREFERRED MATERIAL TYPE for this project by signing under the selected price schedule below.
 Unless otherwise noted, CRC reserves the right to substitute Terrathane in place of cement slurry.

CEMENT SLURRY 3.5 BAG MIX	
REGULAR PRICE	NA
7-DAY DISCOUNT	\$
NET PRICE	\$
SALES TAX	\$
FINAL PRICE	\$
MATERIAL ALLOWANCE (cu.yd.)	11.1
Additional Material Cost per cu.ft.	\$12.50
DOWN PAYMENT REQUIRED	
CLIENT INITIAL:	
DATE WORK REQUESTED:	

TERRATHANE (lbs. / cu.ft.)	
REGULAR PRICE	\$15,629.52
7-DAY DISCOUNT	\$1,562.95
NET PRICE	\$14,066.57
SALES TAX	\$NA
FINAL PRICE	\$14,066.57
MATERIAL ALLOWANCE (lbs)	930.00
Additional Material Cost per lb.	\$11.00
DOWN PAYMENT REQUIRED	NA
CLIENT INITIAL:	
DATE WORK REQUESTED:	

CLIENT CONSENT / ACCEPTANCE OF PROPOSAL:

I, as the client, have read and understood the pricing, scope of work, notes, specifications, and terms & conditions contained on this proposal and any addendums that may accompany it and I hereby agree to such. I hereby authorize you to do the work, as specified in this proposal. I certify that I am the property owner, or a representative authorized to act on behalf of the property owner.

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ADDITIONAL COMMENTS

1.

PREPARED BY:

CLIENT ACCEPTANCE OF PROPOSAL:

DATE OF CLIENT ACCEPTANCE:

Neale van Streepen

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"AUSTIN/SAN ANTONIO CONCRETE RAISING LLC ("CRC") - TERMS & CONDITIONS " – 171101
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22. A 1.5% finance charge per month will be enforced on all accounts not paid by designated term of this agreement. All accounts are to be paid on completion or as otherwise stated in this contract.
23. Discounts, if any, shall be forfeited if account balance is not fully paid within (7) days of invoice.

END.



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>V. Rodgers</i>		City Manager		<i>[Signature]</i> 12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action to consider approval of bid by Reyna Drywall and Painting of Lockhart in the amount of \$42,275 to perform major maintenance on the exterior of the Library Annex by sealing the brick and glazing/sealing around all exterior windows to help prevent leaks into the building especially during windy rain events, and appointing the Mayor to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): Unrestricted Fund Balance				
SUMMARY OF ITEM				
Bids were advertised in compliance with State Law for the major maintenance needs at the Library Annex involving the sealing of the exterior brick and windows of the Library Annex. There were three inquiries, but only one bid was received. Reyna Drywall and Painting of Lockhart submitted the bid for \$42,275. Staff had estimated almost \$50,000 for the project. Mr. Reyna will supply all materials, equipment, labor, and supervision to complete the major maintenance project. Proof of Workers' Compensation and General Liability Insurances naming the City as an additional insured will be required before work begins.				
STAFF RECOMMENDATION				
City Manager and Public Works Director respectfully request approval of the bid.				
List of Supporting Documents: Bid advertisement, bid, funding approval		Other Departments, Boards, Commissions or Agencies:		

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Public Bid

The City of Lockhart is accepting bids from qualified contractors to complete maintenance work as generally described in the following scope of work to be performed at the Clark Library Annex at the 217 South Main St., Lockhart, Texas.

City of Lockhart
Library Annex Maintenance/Repairs
217 S. Main St.
Lockhart, Texas 78644

Scope of Maintenance Work:

Windows (2nd and 3rd Floors)

- Inspect and remove any glazing that is not sufficiently adhered to the glass and wood surfaces.
- Re-glaze with DAP Latex Glazing Compound or comparable product approved by the Public Works Director on all second and third floor windows, external sashes/jambes on all four sides of the structure. Product must meet the same standards/specifications as the DAP product or exceed them.
- Seal to prevent water intrusion.
- Prep, prime and paint windows as needed.
- Provide turf protection when using scissor lift or man-lift on grass surface.

Brick Façade (entire building)

- Exterior of building to be sprayed or rolled with H&C Hydro Defend 150 (Sherwin Williams product) or equivalent product approved by the City to prevent further water intrusion through the brick façade. Work cannot be done on days when wind velocity is averaging greater than 15 mph when checked in work area.

All qualified contractors are strongly encouraged to closely examine the project before submitting a bid.

Note: Windows and exterior seal maintenance work needs to be done at same time to reduce equipment rental cost. Required Scaffolding and Man-lift Equipment rental will be responsibility of the City of Lockhart although, it will be the responsibility of the Contractor to determine the scaffold equipment needs to safely perform the work. Notification to the Public Works Director in sufficient time of those needs so delays do not affect the progress of the work to be done is required. Contractor will be responsible for the erecting and disassembling the scaffolding. A Man-lift will be provided by the City when viable and where needed with appropriate notice.

Note: Scaffolding shall be erected under the supervision of a "Competent Person" as required by OSHA Regulation §1926.32 Definitions, Paragraph(s) (f) and (m) and follow construction standards as defined by OSHA Regulation §1910.28 Scaffolding.

Insurance Requirements

The General Contractor awarded the bid for work to be completed shall carry their own \$1 million insurance policy showing the City of Lockhart as an additionally insured party. Sub Contractor's working for a General Contractor shall also carry their own Workman's Compensation coverage. Copies of the Certificates of Insurance naming the City of Lockhart as an additional insured must be presented to the City of Lockhart prior to commencement of work.

Bids must be sealed, externally marked "Library Project", and must be submitted to: City of Lockhart, 308 W. San Antonio Street, Lockhart, Texas 78644, by Wednesday, December 13, 2017, at 2:00 pm. Any Bids not received by the required date and time will be rejected.

The City of Lockhart reserves the right to reject any and all bids.

Reyna Drywall & Painting
 1012 W.Prairie Lea St.
 Lockhart, Tx. 78644

Estimate

Name/Address
City of Lockhart 308 W. San Antonio St. Lockhart, Tx. 78644

Date	Estimate No.	Project
07/11/17	3062	

Item	Description	Quantity	Cost	Total
Repairs	Job: Library Windows		0.00	0.00
Repairs	Scope of Work: Inspect all windows on all sides to reglaze as needed, then seal to keep water from entering. Some glazing may need to be removed to ensure proper seal. Prep, prime and paint windows as needed.		0.00	0.00
Repairs	East Side. We will provide plywood on this side to try and protect grass as much as possible when using lift			0.00
Repairs	Pricing includes lift rental/scaffold rental		0.00	0.00
Repairs	Work to be done during normal business hours		0.00	0.00
Repairs	While doing East windows on Main St parking spots will need to be closed off		0.00	0.00
Repairs	Price includes West (alley) windows		0.00	0.00
Repairs	Price includes all material, labor and equipment rental to perform scope of work above		22,775.00	22,775.00
Repairs	Spray all exterior masonry with H & C Hydro Defend. A solvent based product. Work will be done at the same time as windows so that no added cost for rental will be needed.		19,500.00	19,500.00
	Sales Tax		0.00%	0.00
Thank You for your business			Total	\$42,275.00

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: September 5, 2017			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature:	City Manager		
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER			
CAPTION			
Discussion and/or action regarding use of up to \$100,000 of unrestricted General Fund Balance for water and wind damages at the Clark Annex, Municipal Court, and Police Department buildings			
FINANCIAL SUMMARY			
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Budget			TOTALS \$0.00
Budget Amendment Amount			\$0.00
Encumbered/Expended Amount			\$0.00
This Item			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00
FUND(S): General Fund Unrestricted Fund Balance (for one time use only)			
SUMMARY OF ITEM			
The high wind driven rain caused leaks and damages in three City owned structures including the Clark Annex with some damage on all floors, Municipal Court building, and the Police Department. Major sealing of windows and brick mortar, door replacements/re-settings, replacement of some carpet, wood flooring repairs, shelf restoration, and repainting in several areas will be required in the Clark Annex. Municipal Court windows must be sealed, carpet replaced, ceiling tile removed and replaced, and some painting. The Police Department building roof ridge vent will need repair and several windows need to be removed and sealed properly. The City Manager will keep Council informed about final repair expenses. Any unused funds will stay in the unrestricted funds balance and will not be transferred out for any other uses other than approved by the Council.			
STAFF RECOMMENDATION			
City Manager respectfully requests approval of the use of the Unrestricted General Fund Balance as stated.			
List of Supporting Documents: Rough Estimates Talley	Other Departments, Boards, Commissions or Agencies:		

**Harvey Storm Damage Assessment
August 30, 2017**

The assessment only points out deficiencies found when inspecting for damage and does not have a cost associated with the damage for repairs. Due to the storm damage in the surrounding communities, (reputable) contractors are very busy and booked up for at least the next 30 – 45 days. Contacted ServePro on Monday, August 28th and was told a Technician would be contacting me, this has not occurred yet.

Municipal Court / EMS Station 2 : Preliminary Estimate: \$ 20,000

- A screw hole (screw backed out) has been located on the roof, which caused a leak in the courtroom. A new screw has been inserted into the hole and NP-1 has been used to seal around the screw. Two ceiling tile have been replaced as well.
- Most of the water leaks occurred on the East wall where high wind driven rain penetrated the exterior wall panels at the top where the gutter meets the roof and wall. This is typically where leaks occur with metal buildings when high winds are involved. Maintenance Technician (MT) has already caulked areas where water intrusion has occurred.
- East side windows were noted not having window trim/flashing as is typical of metal buildings. MT re-caulked around the window to prevent further water intrusion in the future. No damage has occurred to flooring since linoleum tile was installed. Tile typically pop loose if water is allowed to stand for an indefinite period of time. EMS personnel were good about keeping it soaked up, which helped to prevent tile from turning loose and popping up. This does not mean they will not come loose a week or so later. There will be a waiting process to see if they do turn loose. Tiles can be re-glued if necessary.
- Carpet in the Municipal Courtroom is glued down to the slab without padding. Fans were set up to dry out the carpet, but this did not occur until Monday morning, so mildew had a couple days to develop in the carpet and the building does have a strong mildew odor when entering the facility. If carpet is not to be removed, it is highly recommended that the carpet be thoroughly steamed cleaned by a reputable company to eliminate the odor. Carpet will need to be re-glued at one seam.
- Electrical backup generator worked as intended supplying emergency power to the Municipal Court. One problem noted is that the EMS Station II was not on the loop for backup. Backup system is a 10 KV system which supplies only 100 watts of power, which basically runs lighting and refrigerator's only. Grumbles Electric will look at rewiring the system to include EMS Station 2 and the Ambulance bay's.

Library: Preliminary Estimate: \$ 70,000

Clark Building

- Wood floors suffered some buckling and water stains around the older doors. I noted that weather stripping and threshold sweeps are not present or not properly installed. Recommend new weather stripping and sweeps be installed to prevent further water intrusion in the future.

- There is a minor water leak in the Clark Building roof system that is very difficult to determine the location due to the type roof coverage. Leaks only seem to occur when medium to high winds are involved, which means it is a location that is not visible to the naked eye or relatively easy to locate. May require being there at the time it is leaking to locate source.

Masonic Lodge

Building of this age and height utilized double wall construction to support beams carrying the upper floors. During that period, they did not have moisture barriers at the time of construction and relied on the double walls as a method of preventing water intrusion into the interior of the buildings. Support beams would sit on the brick columns (now steel) within the walls. As the building has aged mortar and brick cracks have developed over time and allowed penetration into the interior of the double wall following the beams to the interior walls and inside the finished wall area itself. This may be a major factor with the leaks that continue to occur. Mortar cracks have been sealed, but brick fractures still exist allowing wind-blown rain to enter the wall and eventually flowing down the interior of the walls. This is something that cannot be repaired from the inside and may require the sealing of the brick facade to eliminate this from occurring in the future.

1st Floor

- Children area experienced leaks on the North and East wall. This occurred at the windows and doors during the event until sand bags were placed to reduce intrusion of the rain water.
- Carpet did get wet and fans were used to dry carpet out. Recommend steam cleaning to eliminate mildew odor.
- After hours door did have water penetrate at the bottom of the door, but no damage occurred to the interior. Weather stripping and outside sweeps should be installed to assist in deterring water intrusion.

2nd Floor

- As in the past, water entered through the glazing of the windows. Windows will need to re-glaze using current materials available on the market. The old-style glaze is the problem since it is a mortar based type material. Mortar based material does not adhere well to a glass surface and this is where water is entering with the assistance of the wind and running down the window onto the sash, then to the floor saturating the carpet. Quote was submitted for re-glazing of the windows. Fans have been set up to dry out the carpet, but this occurred Monday afternoon, so mildew had time to develop in the carpet. Steam cleaning should help in eliminating the odor. Water stains on the sash of the windows will need to be primed with an Oil base primer, preferably a Kilz product to kill the stain and then a good coat of a latex paint to complete the process.
- Emergency Exit door will require removal and trimming down of the door to create more space between the jamb and door itself. The doors were not properly painted for an

exterior door, catching tops and bottom of the door before installing. The door was only primed which allow the doors to soak up water causing it to swell, thus making it very difficult to open. After trimming down, door needs to be primed on any surface planed and the top and bottom need to be painted with a top-quality paint to create a barrier and eliminate the ability of the rain to contact the top surface of the door to eliminate the problem of swelling of the door.

- Buckled flooring at the Emergency Door will require a flooring installer to make repairs. An additional door sweep needs to be installed on the outside of the door to prevent any further intrusion at the floor elevation. Weather stripping on the door will need to be re-evaluated as well, once the doors are able to be opened and repaired.

3rd Floor

- Same as 2nd floor windows.
- 3rd Floor Emergency Door (Same as second floor)
- Carpet will need to be steamed cleaned and padding replaced to eliminate mildew odors.
- Re-caulking of trim may be necessary if cracks begin to develop at the miter joints of the trim
- Some drywall repairs may also be necessary to eliminate bubbling of the painted surfaces noted on the certain areas of the walls

Public Safety Building-Preliminary Estimate \$ 10,000

- Wind driven rains were forcing water to enter at all the affected windows facing North and East. The rubber splines used to hold the glass in place needs to be replaced to prevent further intrusion. Splines have become old and brittle due to UV rays of the sun.
- Water intrusion from the roof is occurring only when high winds are forcing the water through the ridge vent. Foam material used to prevent this is most likely non-existent on the existing roof now due to the heat a metal roof experiences not to mention the age of the material. A metal roofing company will need to be brought in to pull the ridge vents if necessary and re-install new type material on the market today to prevent intrusion during windy rain events.

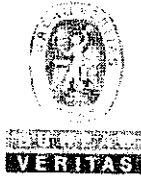


Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Dates: July 28, 2014 (Special Meeting)			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>VR</i>	12.14.17
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER			
CAPTION			
Discussion and/or action regarding recommendation by City Manager to enter into a negotiated professional services agreement with Bureau Veritas North America (BVNA) Engineers, Inspectors, and Surveyors of San Marcos, Texas, to assist with residential/commercial/industrial plan reviews and building/fire code inspections to ensure compliance with currently adopted codes including the fire code with local amendments, and appointing the Mayor to sign all legal documents			
FINANCIAL SUMMARY			
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Budget			TOTALS
Budget Amendment Amount			\$0.00
Encumbered/Expended Amount			\$0.00
This Item			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00
FUND(S):			
SUMMARY OF ITEM			
The City of Lockhart currently has a contract with ATS Engineering Services to provide fill in inspections and plan review but they have no Fire Plan Review Service or qualified Fire Inspectors. This caused problems for getting time reviews of plans and inspections when needed. The City Fire Marshall position is still vacant. Under the proposed agreement BVNA will perform plan review services and inspections as needed especially for fire code compliance. Bureau Veritas North America, a worldwide organization, has an office in San Marcos. The company has the required general liability and professional services insurance that will name the City of Lockhart as an additional insured. The company has good references with several local communities including Bastrop and Taylor.			
STAFF RECOMMENDATION			
City Manager and Building Official respectfully recommend approval of the BVNA Agreement as proposed without any substantive changes.			
List of Supporting Documents: History, BVNA proposed agreement		Other Departments, Boards, Commissions or Agencies:	



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Lockhart, Texas, (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
 - (a) Fees and all other charges will be billed to Client monthly.
 - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
 - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

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5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

14. **Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. Releases. All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. Termination for Convenience. Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. Termination for Cause. BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. Termination by Client. If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. Termination by BVNA. If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy.

expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. **Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. **Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. **Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. **Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no

consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

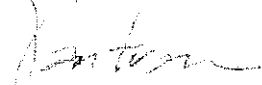
By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By:  _____

Print Name: Van Tran

Title: Vice President of Operations

Date: October 20, 2017

DTQRR: David Stanford

Date: October 20, 2017

Attachments:
Scope of Services
Fee Schedule

ATTACHMENT A
SCOPE OF SERVICES

Building Plan Review and Inspection

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

Fire Plan Review and Inspection

Fire Services Plan Review

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building

Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

Food Establishment Inspection

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection
Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

* All fees billed upon issuance of the permit by the jurisdiction

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

**Fire Code Plan Review Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

**Fire Code Inspection Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review (1 hour minimum)	\$100.00
Fire Code Plan Inspection (1 hour minimum)	\$250.00

Fire Extinguisher Suppression System

Per permit, one inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00
--	----------

Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review (2 hour minimum)	\$250.00
Fire Code Plan Inspection (2 hour minimum)	\$250.00

Food Establishment Fee Schedule:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for each Temporary Event Vendor permit (1 TFER inspection)	\$100.00
Cost of Service for each Complaint Investigation (1 TFER inspection)	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. * Minimum one hour.	\$150.00 per hour



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
X Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: Dec. 19, 2017	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning		Initials	Date
Department Head: Dan Gibson	Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>	City Manager	<i>DG</i>	<i>12.14.17</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> NONE			
CAPTION			
Accept semi-annual report from the Impact Fee Advisory Committee concerning the status of implementation of Chapter 31 "Impact Fees" of the Lockhart Code of Ordinances with regard to water, wastewater, and road impact fees.			
FINANCIAL SUMMARY			
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
SUMMARY OF ITEM			
<p>In accordance with State law, the Impact Fee Advisory Committee has an ongoing role in monitoring and evaluating implementation of the impact fee capital improvement plans, and submitting semi-annual reports to City Council. The Committee met on December 13th to consider their 31st semi-annual report since impact fees were originally adopted on January 15, 2002. The current total balance of all impact fee accounts is \$1,245,861. Total impact fee revenue during this six-month period was \$61,533, with the only expenses being \$646 paid to the road impact fee update consultants, and a total of \$154,957 for one water project and one wastewater project. The attached status report from the Committee is only for the six-month period from April 1 to September 31, 2017. Because the update to the impact fee capital improvement plans that was adopted on April 4 eliminated projects that had been accomplished and shows only projects that were not yet funded, the tracking of revenue and expenditures effectively starts over at zero. The fund balances carried over, of course, but the attached exhibits are based on the newly adopted CIP's. The water and wastewater projects noted above were done after the update was adopted. Please note that this report normally would have been presented in November, but is late due to a staff oversight. The next report should be back on schedule in May.</p>			
STAFF RECOMMENDATION			
Staff recommends that the Council accept the Impact Fee Advisory Committee's report.			
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies:		
September 2017 status report, including attached table and graphs.	The Impact Fee Advisory Committee has submitted the attached report.		
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(512) 398-3461 • FAX (512) 398-5103
P. O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

IMPACT FEE REPORT *To Lockhart City Council –December 2017*

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

- 1) Monitor and evaluate implementation of the capital improvements plans;
- 2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,
- 3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans, and impact fees.

The Committee's previous report to the Council was submitted and accepted last May. This is the 31st status report since the impact fee ordinance was originally adopted on January 15, 2002, and is for the period from March 31, 2016 to September 30, 2017. It is the first report since the update adopted on April 4, and is based on the new capital improvement plans and impact fees. Beginning with the previous report, the six-month reporting dates align with the fiscal year quarters. This one is for the second and third quarters of 2017, and the next one will be for the last quarter of 2017 and the first quarter of 2018.

STATUS OF ACCOUNTS

As shown in **Exhibit A**, a total of \$61,533 was collected during the past six months. Expenses included \$66,404 paid to the impact fee update consultants, \$60,900 for a water project, and \$94,057 for a wastewater project. Revenue during the six-month period was from nine new houses, one new commercial project, and two industrial building expansions. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of September 30, 2017, are shown in the table. These totals include accrued interest.

The total estimated cost of all of the projects in the capital improvement plans in effect during the six-month reporting period was \$58,311,537. However, the City Council adopted one-half that amount as the maximum to be collected by March 31, 2027, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being \$ 29,155,769. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is \$154,957, which does not include payments to impact fee update consultants. Therefore, \$29,000,812 remains to be spent. The total balance available remaining collectively in the three impact fee accounts that can be used toward meeting that goal, is currently \$1,245,861.



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PROGRESS AND TRENDS

The pie charts in **Exhibit B** graphically summarize the progress in collecting the fees needed to pay for one-half of the estimated cost of all projects in each of the impact fee categories. **Exhibit C** compares the current total fees collected with the amount spent on projects and the amount of the remaining estimated costs of projects in each of the three CIP's that has not yet been spent. The bar graph in **Exhibit D** illustrates the impact fee collection trends since the first semi-annual report in July 2003. The amount of impact fee revenue collected since the September 2012 report trended upward each six-month period until the September 2015 report, which decreased due primarily to a reduced supply of available vacant lots for new home construction. The revenue in the reporting periods since then trended upward again until the March 2017 reporting period, when building activity fell off considerably and remains about the same for the current reporting period due to another lack of vacant lots for new home construction. Several new residential subdivisions, however, are currently in the platting or construction stage.

Construction trends can typically be cyclical, where periods of accelerated growth help offset slow years. It is important to build a healthy balance in all of the accounts because there is interest in development along SH 130 where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's. For example, the proposed water and wastewater system improvements and an upgrade of City Line Road in the west part of the city are urgent projects for accommodating growth in that area. There are currently several major projects being planned for various locations throughout the city, and which could potentially provide a significant boost to impact fee revenues.

Following a public hearing, the updated land use assumptions, the road, water, and wastewater capital improvement plans, and new rates to be charged were adopted by reference with Ordinance 2017-08 on April 4, 2017. However, the Council also included an amendment to Section 31-19 "Exceptions", with a further clarification added by Ordinance 2017-09B approved at their April 18 meeting, delaying implementation of the new fees, which are all higher than the previous fees. The final wording of Section 31-19(b) had the affect of continuing the old collection rates until October 1, 2017, for all building permits, and until October 1, 2019, for building permits submitted for lots shown on a subdivision plat approved prior to October 1, 2017. Therefore, since October 1, 2017, all permits for lots other than those shown on a plat approved before have been subject to the new rates.

RECOMMENDATION

The Committee met on December 13, 2017, and unanimously voted to forward this semi-annual report to the Council for the period ending on September 31st, recommending that no changes are needed to the current land use assumptions, capital improvement plans, or impact fees at this time.

Respectfully,



Philip McBride, Chair

Impact Fee Advisory Committee

EXHIBIT A

SEPTEMBER 2017 IMPACT FEE ACCOUNT BALANCES¹

	<u>March 31, 2017</u>	+	Revenue ²	-	Expense ³	=	<u>September 30, 2017</u>
Water	\$406,786		\$25,273		\$60,900		\$371,159
Wastewater	\$478,841		\$20,884		\$94,057		\$405,668
Roads (Service Area 1)	\$454,304		\$9,318		\$646		\$462,976
Roads (Service Area 2)	\$0		\$6,058		\$0		\$6,058
TOTAL	\$1,339,931		\$61,533		\$155,603		\$1,245,861

1. All amounts have been rounded to the nearest dollar.
2. Revenue amounts include accrued interest.
3. Expenses include \$646 in final payments to the road impact fee update consultant, \$60,900 for CIP water project W-19, \$94,057 for CIP wastewater project S-10.

One-half total CIP estimated cost (Estimated 100% cost of all projects is \$58,311,537):	\$29,155,769
Total spent on all projects since March 31, 2017 (Amount before 3-31-17 is \$1,120,265):	\$154,957
Remaining amount of 1/2 estimated cost not yet spent:	\$29,000,812
Current balance on September 30, 2017:	\$1,245,861

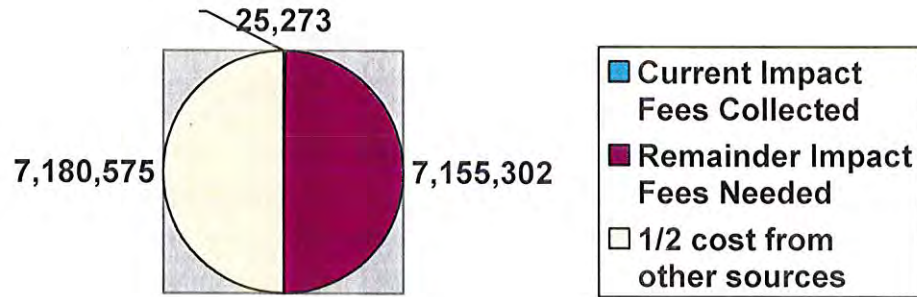
NOTE: The CIP cost information is for the capital improvements plans adopted in Ordinance 17-08, adopted on April 4, 2017, with all amounts rounded to the nearest dollar.

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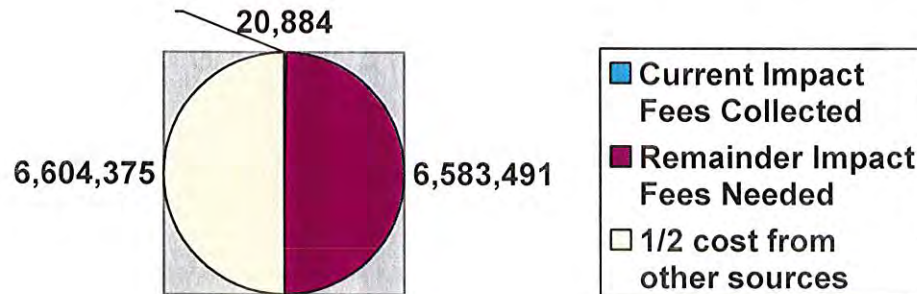
EXHIBIT B

SEPTEMBER 2017 IMPACT FEE PROGRESS SUMMARY

WATER IMPACT FEES



WASTEWATER IMPACT FEES



ROAD IMPACT FEES

Service Areas 1 and 2

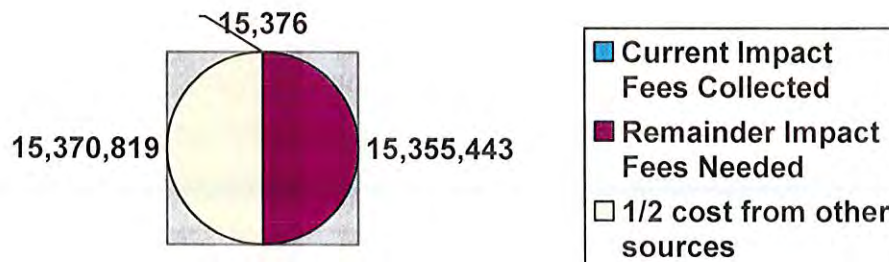
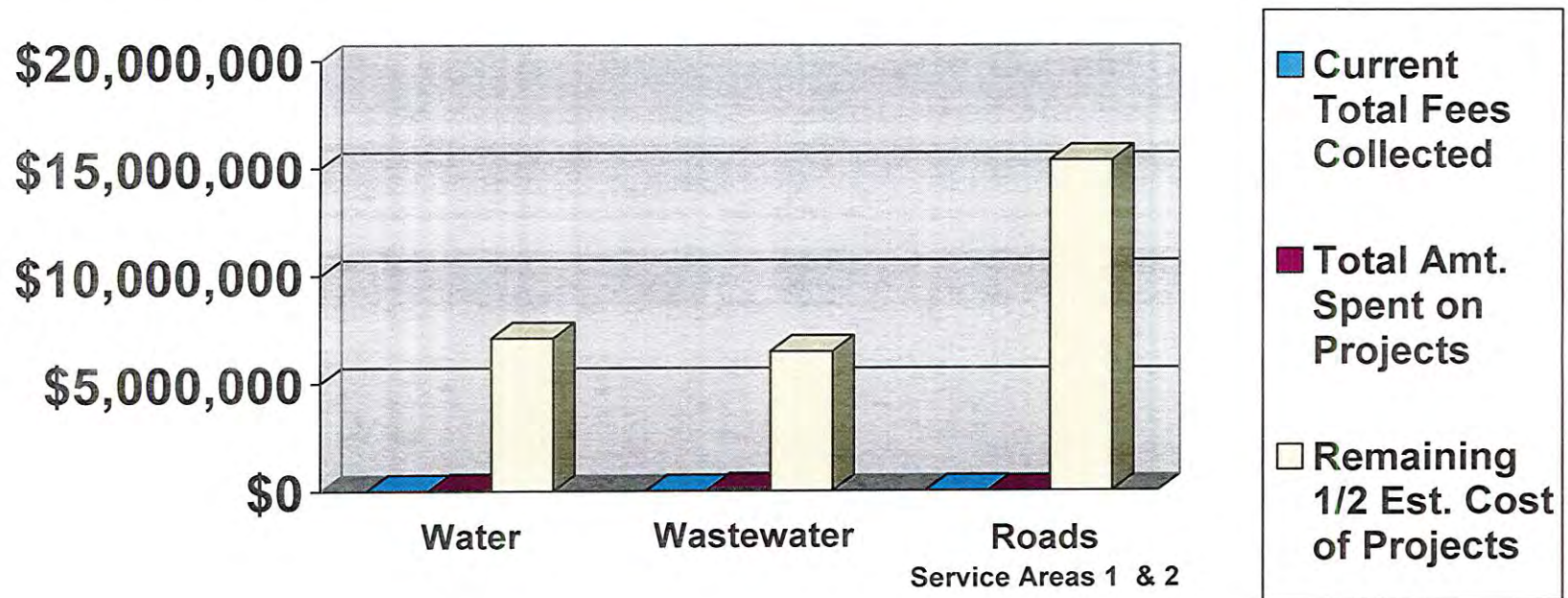


EXHIBIT C

SEPTEMBER 2017 IMPACT FEE COLLECTION / EXPENDITURE PROGRESS



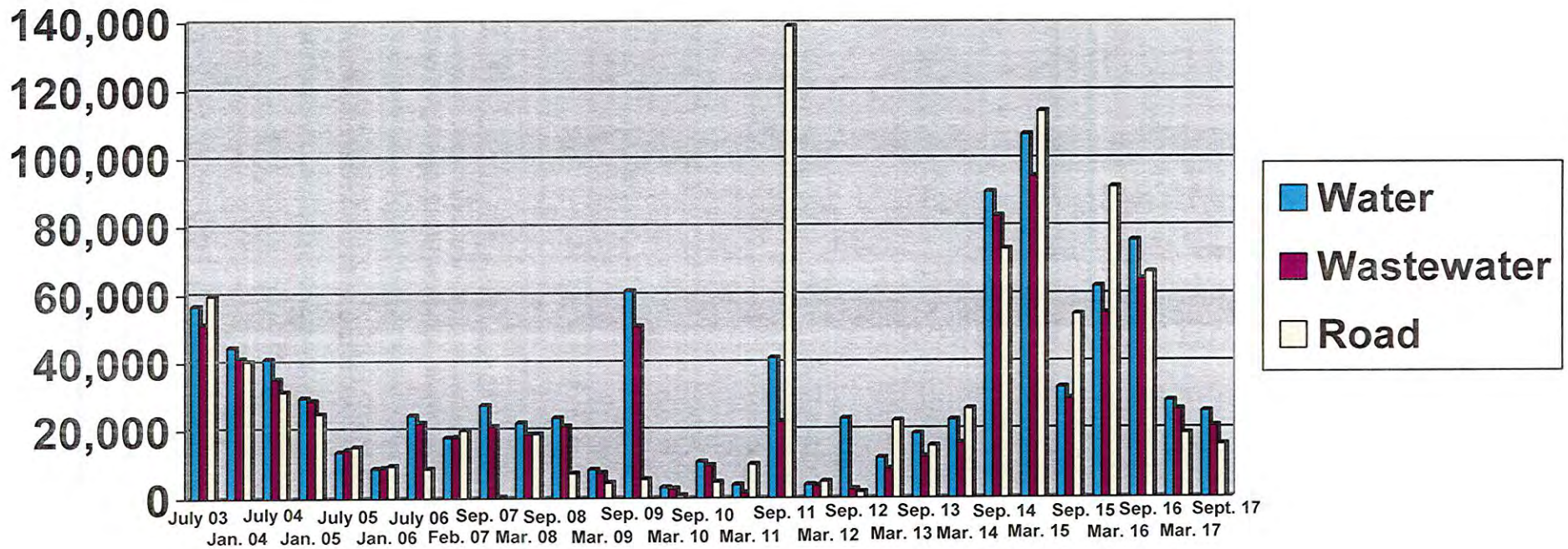
Current Total Fees Collected includes interest.

The total cost of completing all of the proposed water, wastewater, and road CIP projects is \$58,311,537, as updated on April 4, 2017. Impact fees were adopted at an amount intended to fund only one half the cost of each project.

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EXHIBIT D

IMPACT FEE SEMI-ANNUAL REVENUE



NOTE: Year-to-year variations between the proportionate amount of each type of fee collected compared to the others are due, in part, to exceptions and waivers that are available under certain circumstances, or to temporary reductions in collections directed by the City Council.

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**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: December 19, 2017				
Department: City Secretary			Initials	Date
Department Head: Connie Constancio		Asst. City Manager		
Dept. Signature: <i>Connie Constancio</i>		City Manager		<i>12-15-2017</i>
Agenda Coordinator/Contact (include phone #): Connie Constancio, 398-3461 ext. 235				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action to consider re-scheduling the August 7, 2018 Council meeting due to National Night Out and any other Council meeting(s) in 2018 due to a possible conflict with other events.				
FINANCIAL SUMMARY				
XN/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
SUMMARY OF ITEM				
Please see the attached calendar that reflects the possible meeting conflicts in 2018 as listed below: The only date that staff acknowledges as a conflict in 2018 is Tuesday, August 7 for National Night Out. The City of Lockhart does not have any positions up for election in 2018. The 2018 TML Annual Conference will be held on October 9-12 in Fort Worth; Council will not meet that week. NOTE: July 3 is a Council meeting date – Fireworks show will also be held that night.				
STAFF RECOMMENDATION				
Staff seeks direction from Council about rescheduling meetings in 2018.				
List of Supporting Documents: 2018 Calendar reflecting city holidays, Council meeting dates and possible conflict date		Other Departments, Boards, Commissions or Agencies: None.		

Council Meetings 2018

No Election in
Nov 2018

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☐ = Holiday
 ○ = Council meeting
 ⊗ = National Night Out
 Conflict = (Aug 7, 2018)

☐ = TML Annual Conf
 Oct 9-12 in Fort Worth

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			6	7	8	9	10	4	5	6	7	8	9	10	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	23	24	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	30	31	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28											29	30					

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			5	6	7	8	9	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

July 3 = Fireworks

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			2	3	4	5	6				1	2	3							1	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	
30																					30	31					



Work Session Item # _____

Reg. Mtg. Item # _____

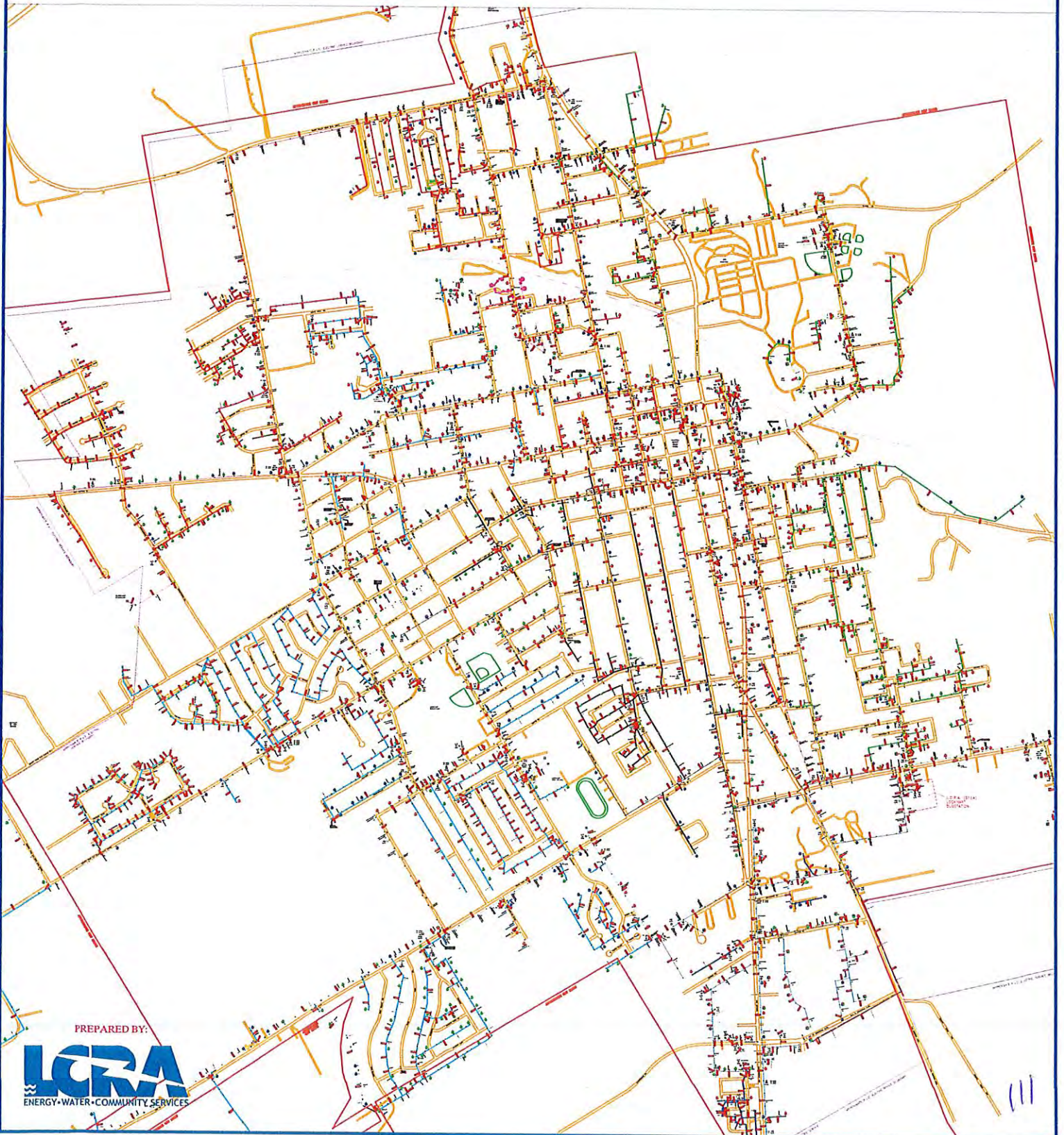
**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: January 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i> 12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action after presentation of the 2017-2022 Electrical System Study by City Manager				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
The City of Lockhart Electric Distribution Department has 74 miles of distribution electrical primary lines to maintain within the City. Distribution lines are those electric lines that distribute the electric power to homes and businesses after it is generated and delivered locally via transmission lines to the two electric substations. One substation is on FM 20 east (Blackjack) and the other is on Maple Street just west of SH 130. Maintenance and improvements to the distribution systems are essential to deliver dependable and quality electrical power to residents and businesses. To help identify maintenance, new line, and balancing/synchronization needs, the City works with Lower Colorado River Authority electrical engineers to produce a five year system study. An analysis of the large breakers and feeder lines are also included in the study. This plan is essential when planning projects and when requesting required funds during the budget process.				
STAFF RECOMMENDATION				
City Manager recommends accepting the 5 year electrical system study.				
List of Supporting Documents: Synopsis of the system study		Other Departments, Boards, Commissions or Agencies:		

City of Lockhart

ELECTRIC SYSTEM STUDY

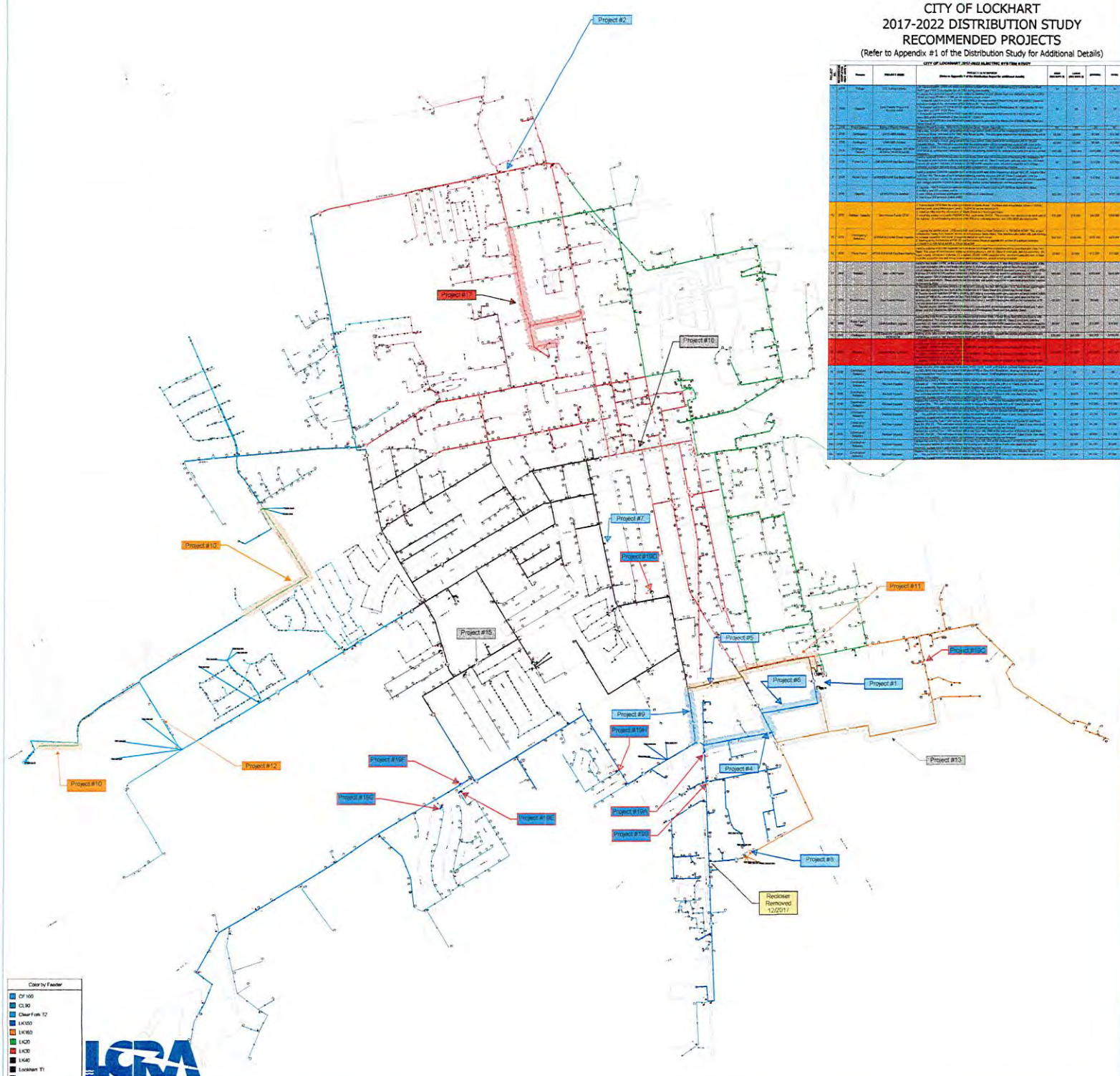
2017 - 2022



MAP #3
 CITY OF LOCKHART
 2017-2022 DISTRIBUTION STUDY
 RECOMMENDED PROJECTS
 (Refer to Appendix #1 of the Distribution Study for Additional Details)

CITY OF LOCKHART, ILLINOIS WATER & SEWER SYSTEMS & UTILITY DIVISION
 Project # Name

Project #	Name	Description	Start	End	Cost	Priority
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- Color by Feature
- CF 100
 - CF 30
 - Clear Fall T2
 - LK100
 - LK100
 - LK20
 - LK30
 - LK40
 - Lockhart T1
 - Lockhart T2



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City of Lockhart

2017-2022 Work Plan

Recommended Projects, Schedule and Total Cost

Project #	Year	Name	Project Description	Work		Total	2018	2019	2020	2021	2022
				Project Purpose	Performed By	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost
1	2018	LDC Setting Updates	LDC Review/Update: LCRA will review and provide updated Line Drop Compensating (LDC) setting for Lockhart PWT-T and PWT-T2 to regulate bus at 126V during peak loading.	Voltage	Contractor	\$0	\$0				
2	2018	Load Transfer Phase-1 & Remove kVAR	To resolve the conductor capacity criteria violations identified in LL0, electric load was shifted from feeder LK30 to CF100 and from CF100 to LK150 per the following scope of work: 1. To transfer load from LK30 to CF100: open ABS at the intersection of Silent Valley Rd. (FM 2001) / Green St. and close Switch at the intersection of San Antonio St. / San Jacinto St. 2. To transfer load from CF100 to LK150: open ABS at the intersection of Pendergrass St. / San Jacinto St. and close ABS east of E. Point Place. 3. To transfer load from CF100 to LK30: open ABS at the intersection of San Antonio St. / Rio Grande St. and close ABS at the intersection of San Antonio St. / Cibilo St. 4. Remove 600-kVAR from the 900-kVAR capacitor bank located near the intersection of Silent Valley Road and Pecos Street.nit.	Capacity	Contractor	\$0	\$0				
3	2018	Balance Phases Currents	Balance Phase Currents. Refer to the Distribution Study Report, Appendix 1.	Phase Balance	City	\$0	\$0				
4	2018	LK150 ABS Addition	Add a new, normally closed, gang-operated air-break switch (ABS) north of the intersection of Bufkin Ln / South Commerce Street and west of the G&E Auto Repair facility. The estimates assume that the existing poles will be removed and replaced with steel poles.	Contingency	Contractor	\$12,000	\$12,000				
5	2018	LK40 ABS Addition	Add a new, normally closed, gang-operated air-break switch (ABS) north of the intersection of F.M. 20 and Colorado Street . The estimates assume that the existing poles will be removed and replaced with steel poles.	Contingency	Contractor	\$12,000	\$12,000				
6	2018	LK150 getaway Upgrade: 477 MCM ACSR to 795 MCM ACSR	For feeder LK150, reconductor approximately 3,050-ft of 3Ø 477 MCM ACSR to 795 ACSR MCM, and install a 1000 MCM AL underground conductor parallel to the existing 1000MCM AL underground conductor at the Lockhart Substation.	Contingency / Capacity	Contractor	\$397,000	\$397,000				
7	2018	LK40 600-kVAR Cap Bank Addition	Install a switched 600kVAR capacitor bank on feeder LK40 near the intersection of Hackberry St / Guadalupe St. The scope of work includes replacing existing structure with 45' Class 2 wood pole, pole-top assembly, (3) fused cutouts, (3) vacuum switches, (3) arresters, (3) 200 kVAR capacitor units, aluminum capacitor rack, voltage controller w/junction box and wiring, station service transformer; remove existing structure.	Power Factor	Contractor	\$16,500	\$16,500				
8	2018	LK150 600-kVAR Cap Bank Addition	Install a switched 600kVAR capacitor bank on feeder LK40 east of the intersection of East MLK JR. Industrial Blvd. / US Hwy 183. The scope of work includes replacing existing structure with 45' Class 2 wood pole, pole-top assembly, (3) fused cutouts, (3) vacuum switches, (3) arresters, (3) 200 kVAR capacitor units, aluminum capacitor rack, voltage controller w/junction box and wiring, station service transformer; remove existing structure.	Power Factor	Contractor	\$16,500	\$16,500				
9	2018	LK40/LK150 Tie Addition	1. Upgrade ~ 656-ft of existing overhead distribution line on feeder LK40 to 477-MCM on South Main Street. 2. Install a new N/O air-break-switch 3. Add ~400-ft of overhead distribution (477-MCM) on S. Main Street 4. Add a new N/C air-break-switch (ABS)	Capacity	Contractor	\$107,700	\$107,700				
10	2019	Commission Feeder CF90	1. Extend feeder CF90 from its existing endpoint on Maple Street. Continue east along Maple Street (~ 1500-ft) and then north along Mockingbird Lane (~ 1500-ft) to tie into feeder LK30. 2. Install an ABS near the intersection of Maple Street and Mockingbird Lane 3. Install the underground cable (1000MCM AL) cable under SH130. This includes riser structures on each side of the highway, (2) sectionalizing enclosures with 600 amp switching devices, and 1000 MCM aluminum cable.	Voltage / Capacity	Contractor	\$182,800		\$182,800			
11	2019	LK30/LK40 Double Circuit Upgrade	1. Upgrade the double circuit, LK30 and LK40, north of the Lockhart Substation to 795 MCM ACSR. This project includes the "Heavy Duty Version" to reduce simultaneous feeder faults. This includes taller poles with pole framing to increase separation and install a separate neutral on each circuit. 2. Starting at the intersection of F.M. 20 and Commerce Street to upgrade the section of overhead conductor (~1350-ft) from 336 MCM ACSR to 795 MCM ACSR.	Contingency/ Reliability	Contractor	\$276,600		\$276,600			

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City of Lockhart

2017-2022 Work Plan

Recommended Projects, Schedule and Total Cost

Project #	Year	Name	Project Description	Work		Total	2018	2019	2020	2021	2022
				Project Purpose	Performed By	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost
12	2019	CF100 600-kVAR Cap Bank Addition	Install a switched 600kVAR capacitor bank on feeder LK40 near the intersection of City Line Road and Clear Fork Road. The scope of work includes replacing existing structure with 45' Class 2 wood pole, pole-top assembly, (3) fused cutouts, (3) vacuum switches, (3) arresters, (3) 200 kVAR capacitor units, aluminum capacitor rack, voltage controller w/junction box and wiring, station service transformer; remove existing structure.	Power Factor	Contractor	\$19,500		\$19,500			
13	2020	New LK160 Feeder	Install a new feeder, LK160, at the Lockhart Substation. Project includes: 1. Installing a new feeder breaker at the Lockhart substation with a new feeder relay panel; 2. Install an underground getaway from the new substation circuit breaker to the first exit riser; 3. Install ~1775-ft of new 795-MCM ASCR overhead conductor; 4. Install ~2725-ft of new 477-MCM ASCR overhead conductor. (Refer to appendix 1 of the report for additional details). . Costs include approx. 120' of underground feeder exit to new riser pole, 2800' of 477 ACSR, and 1800' of 795 ACSR, and 1 ABS (non-automated). These costs do not include any real estate acquisition or easement acquisitions required for the new facilities.	Reliability	Contractor	\$434,000			\$434,000		
14	2020	Load Transfer Phase-II	A. Transfer electric load from LK40 to LK150 by (A1) opening the new ABS located on S. Main Street (see Project #9); and (A2) closing the new ABS at the intersection of S. Main Street and Golden Age Home Street. B. Transfer electric load from CF100 to LK40 by (B1) adding a normally open gang-operated air-break-switch (ABS) to feeder CF100 at the intersection of Clear Fork Road and San Jacinto Street (the estimates assume that the existing poles will be removed and replaced with steel poles.); and (B2) closing the ABS at the intersection of W. Live Oak Street and Leona Street. C. Transfer electric load from LK150 to LK40 by (C1) opening ABS at the intersection of Center Street and Patton Street; and (C2) closing the ABS at the intersection of Pendergrass Street and San Jacinto Street.	Feeder Loading		\$12,000			\$12,000		
15	2020	LK40 Cap Bank Upgrade	Increase the kVar for the cap bank at the intersection of Center Street / Travis Street from 300-kVar fixed to 600-kVAR switched. The scope of work includes replacing existing structure with 45' Class 2 wood pole, pole-top assembly, (3) fused cutouts, (3) vacuum switches, (3) arresters, (3) 200 kVAR capacitor units, aluminum capacitor rack, voltage controller w/junction box and wiring, station service transformer; remove existing structure and (3) 100 kVAR capacitor units.	Power Factor / Voltage		\$19,900			\$19,900		
16	2020	LK30 Conductor Upgrade to 477-MCM ACSR	Starting at the intersection of Brazos Street and East Live Oak Street, upgrade the section of overhead conductor (~2600-ft) as shown in "red" from 336-MCM ACSR to 477-MCM ACSR .	Contingency		\$170,200			\$170,200		
17	2022	Upgrade HDCU Conductor	1. Upgrade ~950-ft of #2 HdCu-7S with 1/0 ACSR 6/1. Starting at the intersection of Willow St./Blanco St. and running west along the north side of Willow St. 2. Upgrade ~1800-ft of #6 HdCu-1S with 1/0 ACSR 6/1. Starting at the intersection of Willow St./ Pecos St. and running north along the west side of Pecos St. 3. Upgrade ~408-ft of #4 & #6 HdCu-1S with 1/0 ACSR 6/1. Starting at the intersection of Willow St./ Pecos St. and running south along the east side of Pecos St. 4. Upgrade ~410-ft of #4 & #6 HdCu-1S with 1/0 ACSR 6/1. Starting at the intersection of Ash St./ Pecos St. and running east along the south side of Ash St.	Reliability	Contractor	\$125,500					\$125,500
18	2018	Feeder Relay Breaker Settings	Revise the SEL-351A relay settings for feeders LK150, LK20, LK30, and LK40 at Lockhart Substation and revise the SEL-351S relay settings for feeders CF90 and CF100 at Clear Fork Substation. Settings shall be based upon recommendations made in the coordination section of this report. A full engineering review must be done of all settings in the relays.	Coordination/ Reliability	Contractor	\$0	\$0				
19A	2018	Recloser Upgrade	Replace the existing Type L 140A recloser with a new Type VV 225A at the intersection of Spinnaker St. and Colorado St.. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/ Reliability		\$17,800	\$17,800				
19B	2018	Recloser Upgrade	Replace the existing Type L 50A recloser with a new Type V4L 70A at the intersection of Buffkin St. and Hwy 183. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/ Reliability		\$15,880	\$15,880				

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City of Lockhart

2017-2022 Work Plan

Recommended Projects, Schedule and Total Cost

Project #	Year	Name	Project Description	Project Purpose	Work	Total	2018	2019	2020	2021	2022
					Performed By	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost
19C	2018	Recloser Upgrade	Replace the existing Type L 140A recloser with a new Type V4L 140A at the intersection of FM 20 and E. MLK Industrial Blvd.. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$17,800	\$17,800				
19D	2018	Recloser Upgrade	Replace the existing Type L 50A recloser with a new Type V4L 70A at the intersection of N of Bee St. and Church St.. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$7,200	\$7,200				
19E	2018	Recloser Upgrade	Replace the existing Type H 50A recloser with a new Type V4L 50A at the intersection of Sunrise St. and State Park Rd. (FM 20). This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$7,200	\$7,200				
19F	2018	Recloser Upgrade	Replace the existing Type H 50A recloser with a new Type V4L 100A at the intersection of Sunrise St. and State Park Rd. (FM 20). This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$11,100	\$11,100				
19G	2018	Recloser Upgrade	Replace the existing Type H 50A recloser with a new Type V4L 50A at the intersection of FM 20 and View Dr.. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$7,200	\$7,200				
19H	2018	Recloser Upgrade	Replace the existing Type H 50A recloser with a new Type V4L 50A at the intersection of S. Medina St. and Roden St.. This estimates include the costs to replace the existing pole with a 45' Class 2 pole, new dead end pole top assembly, bypass switch, and arrestors. Engineering costs are not included.	Coordination/Reliability		\$7,200	\$7,200				
20	Multiple	Tree Trimming	A tree trimming program should be implemented so that the entire system be cleared at least once ever three to five years	Reliability		\$200,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
21	Multiple	New Fuse Cut-outs	Purchase and install new fuses as described in the Coordination section of this study	Protection		\$1,800	\$360	\$360	\$360	\$360	\$360
Total Costs						\$2,095,380	\$693,440	\$519,260	\$676,460	\$40,360	\$165,860

- Project NOTES:**
1. Completion recommended by summer peak loading of the year listed.
 2. Labor Estimates are based on individual projects and contract labor rates. Work is assumed to be accomplished on energized lines. Estimates are escalated to the year shown. Mobilization/de-mobilization costs are not included. Economies of scale are not included.
 3. Engineering Estimates can potentially be combined and reduced when projects are combined.
 4. Labor and Material are included for the installation of new poles for the capacitor banks. Therefore, if existing poles can be utilized, these costs can be reduced. Engineering costs are included for development of specifications, capacitor bank

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>AR</i> 12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding approval of a \$5,000 contribution by the Downtown Revitalization Board to the Texas Swing Festival planned for September, 2018, which, if approved, will be done in the interest of a public purpose since the event will attract out of town visitors to the City thereby increasing local business and City sales tax revenues				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): FY 17-18 Budget				
SUMMARY OF ITEM				
Lockhart Downtown Revitalization Board of Directors voted to contribute with the approval of Council \$5,000 to the Texas Swing Festival planned for September, 2018. City Council. Council must determine that the contribution is in the interest of a public purpose since it will attract out of town visitors thereby increasing local business revenues.				
STAFF RECOMMENDATION				
Council decision; staff will provide the normal in-kind services for such events.				
List of Supporting Documents: Draft Minutes: Lockhart Downtown Revitalization Board		Other Departments, Boards, Commissions or Agencies: Lockhart Downtown Revitalization Board		

<u>Beautification</u>	
UP Grant Fund - Rollover	\$ 1,196.36
VFW Grant - Rollover	\$ 367.11
Transfer from Events funds for Projects	\$ 1,500.00
<u>Total Revenue</u>	\$ 3,063.47
<u>Expenses</u>	
<u>PRINTING, MARKETING, AND PUBLIC RELATIONS:</u>	
KTB Application Fee	\$ 20.00
Most Beautiful Area Signs	\$ 100.00
Advertising for Event Trash-off (online/newspaper)	\$ 100.00
Printing of Fliers for Trash-off	\$ 200.00
Trash bags for Trash-off	\$ 200.00
Misc	\$ 500.00
TOTAL PRINTING, MARKETING, AND PUBLIC RELATIONS	\$ 1,120.00
<u>OTHER SUPPLIES</u>	
GCAA Award Application Fee	\$ 50.00
Certificate Holders	\$ 40.00
Supplies for Recycle Center Project	\$ 367.11
Food for Volunteers for Trash-Off	\$ 100.00
Supplies for Seasonal Decorations & Cleanup	\$ 500.00
Total	\$ 1,057.11
<u>MEETINGS, SEMINARS & CONFERENCES</u>	
KTB Conference	\$ 600.00
Total Proposed Revenue	\$ 3,063.47
Total Expenses	\$ 2,777.11
Total Revenue Beautification	\$ 286.36

<u>Light up Lockhart</u>	
<u>Revenue</u>	\$ 5,000.00
<u>Expenses</u>	
<u>PRINTING, MARKETING, AND PUBLIC RELATIONS</u>	
Arnett Marketing - Pole Banners	\$ 4,501.12
<u>OTHER SUPPLIES</u>	
Brackets for Pole Mounts	\$ 498.00

Cowtown Sip, Stroll & Art Walk

Revenue \$ 14,700.00

Expenses

Insurance:

Sip & Stroll \$ 100.00

PRINTING, MARKETING, AND PUBLIC RELATIONS:

Printing and Marketing – Stroll

Save Date Post Cards & Envelopes \$ 40.00

Overnight Prints – vouchers \$ 100.00

Printing Solutions – posters \$ 40.00

Wristbands \$ 30.00

Print Globe - Napkins \$ 250.00

Logos – aprons \$ 450.00

Brochure Map \$ 370.00

Punch cards for Drawing \$ 40.00

Lasr Signs sponsor banners \$ 300.00

30 ea 2 x 3 Flags \$ 965.00

Graphics (Brochure, FB Posters, Ticket Poster, Promo Poster) \$ 300.00

Facebook Ads \$ 250.00

Advertising \$ 1,000.00

TOTAL PRINTING MARKETING, AND PUBLIC RELATIONS \$ 4,235.00

OTHER CONTRACTS AND SERVICES:

Capitol Cleaners-table cloths \$ 200.00

TOTAL OTHER CONTRACT & SERVICES \$ 200.00

OTHER SUPPLIES:

Cards for AT&T Go-Phones \$ 100.00

Amanda's Honey Pots - Port-o-potties \$ 550.00

Wine \$ 1,500.00

Ice \$ 70.00

Art Supplies \$ 300.00

TOTAL OTHER SUPPLIES \$ 2,520.00

CONTRIBUTIONS

Texas Swing Festival (Tentative - Subject to City Council approval) \$ 5,000.00

Transfer to Beautification for Projects \$ 1,500.00

Total Proposed Revenue \$ 14,700.00

Total Proposed Expenses \$ 13,455.00

Total Revenue for Stroll \$ 1,245.00



Total Proposed Revenue	\$ 5,000.00
Total Proposed Expenses	\$ 4,999.12
Total Revenue Light up Lockhart	\$ -

Car Show	
Revenue	\$ 600.00
Expenses	
<u>OTHER SUPPLIES</u>	
Sodas for Car Show	\$ 250.00
Total Proposed Revenue	\$ 600.00
Total Proposed Expenses	\$ 250.00
Total Revenue for Car Show	\$ 350.00

TOTAL PROPOSED DR REVENUE	\$ 23,363.47
TOTAL PROPOSED DR EXPENSES	\$ 21,481.23
TOTAL PROFIT	\$ 1,882.24

12-19-17

**Lockhart Downtown Revitalization Board of Directors
Lockhart City Hall – Upstairs Conference Room
308 W. San Antonio St., Lockhart, Texas
Wednesday, November 15, 2017 - 5:30pm
Minutes DRAFT**

DR Board of Directors: Mayor Lew White, Chairman; Janet Grigar; Ray Sanders; Donald Schneider; Lockhart Chamber of Commerce; Frank Estrada; Caldwell County Hispanic Chamber of Commerce; Jeffrey Michelson

DR Board Present: Mayor Lew White, Chairman, Janet Grigar, Ray Sanders, Donald Schneider; Jeffrey Michelson

DR Board Absent: Frank Estrada

Present by Count: 5 of 5 Voting Quorum of DR Board for this meeting.

Staff Present: Andrea Davila, Assistant to Director of Economic Development

1. CALL TO ORDER

The meeting was called to order at 5:30 pm by Chairperson, Mayor Lew White. The meeting was called with a quorum of 5 in attendance as marked and reported above.

2. DISCUSSION/ACTION ITEMS

A. Discussion and/or regarding the minutes from May 25, 2017 meeting.

Motion to approve the minutes as presented:

Motion: Ray Sanders

Second: Janet Grigar

Vote: 5 of 5

B. Discussion and/or action regarding an additional \$5,000 contribution to the Texas Swing Festival event contingent on approval by the Lockhart City Council.

Frank Estrada arrived at 5:32pm. The quorum is now 6.

Mayor stated that this is an event that has been going on for 18 years in San Marcos. They would like to start holding this event in Lockhart. The City Council voted to donate \$5,000 toward this event from the Kart Race funds. Mayor stated there is currently \$34,573 in the Downtown Revitalization Special Revenues Fund. Mayor would like to donate another \$5,000 making the total donation \$10,000 from the City of Lockhart.

Al was encouraged to hold the Swing Festival in conjunction with the Sip & Stroll. In talking with Al it has been decided to move Texas Swing Festival event to the Fall. This would possibly be the 3rd or 4th weekend in September.

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Motion to allocate \$5,000 to the Texas Swing Festival taking place in September of 2018 contingent on the event taking place as well as approval by the City Council.

Motion: Ray Sanders
Second: Frank Estrada
Vote: 6 of 6

C. Discussion and/or action regarding allocating \$1,500 of the Downtown Revitalization funds to Beautification projects.

Janet reported that the annual conference takes place in June. She also reported that the Master Gardeners are helping with various projects as one of the Keep Lockhart Beautiful members is also part of that organization as well.

Janet reported that the Sip and Stroll was started to cover some of the projects they were doing when Keep Lockhart Beautiful was first developed.

Motion to allocate \$1500 to the Beautification projects

Motion: Janet Grigar
Second: Ray Sanders
Vote: 6 of 6

D. Discussion and/or action regarding the Fiscal Year 2017/2018 Downtown Revitalization budget.

Mayor gave a report on the various expenditures from last year that would not be needed for this year. Although the expenses for the Sip and Stroll event are being kept in the Downtown Revitalization budget, the Downtown Merchants Association is going to meet next week to discuss taking over the Sip and Stroll event. In that case there will be no expenditures coming from Downtown Revitalization budget for that event.

Motion to approve the 2017/2018 Fiscal Year Downtown Revitalization budget as amended

Motion: Ray Sanders
Second: Janet Grigar
Vote 6 of 6

3. ADJOURN

Motion to adjourn:
Motion: Jeffry Michaelson
Second: Frank Estrada
Vote: 6 of 6



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>[Signature]</i>		City Manager: <i>[Signature]</i>		12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding possible future Council agenda item to consider a name change for City Line Road between SH 142 and Clearfork Street				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
Council mentioned this during the last meeting. There is only one house on the street currently and the Lockhart Junior High School				
STAFF RECOMMENDATION				
None				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:	



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: December 19, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		12-14-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action for setting date for City Council Goals meeting in January or February, 2018				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
Council expressed a desire to set a date and time for the FY 18-19 City Council Goals meeting.				
STAFF RECOMMENDATION				
NA				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:	

LIST OF BOARD/COMMISSION VACANCIES

Updated: November 22, 2017

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Board Name	Reappointments/Vacancies	Council member
Board of Adjustment	Nic Irwin moved to Lockhart Economic Development Corp.	Any Councilmember
Electric Board	James Paul Denny – moved to Kyle – 05/04/2017	Michelson

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Kobe Hurt	Airport Advisory Board	February 3, 2017	County resident

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<p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p>	
<p>NOTES: AIRPORT ADVISORY BOARD</p>	<p>Sec. 4-26. Membership; appointments. The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p>Sec. 4-28. Eligibility for board membership. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p>Sec. 4-32. Limitations of authority. The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p>
<p>NOTES: CONSTRUCTION BOARD APPOINTMENTS</p>	<p><i>Section B101.4, Board Decision, is amended to read as follows:</i> The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board, is amended to read as follows:</i> Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p>
<p>NOTES: ELECTRIC BOARD APPOINTMENTS</p>	<p>Sec. 12-132. Members. (a) Appointments to the examining and supervisory board of electricians and appeals shall conform to section 2-210 except that the board shall consist of five persons with one being appointed by each district council member and one by the mayor. Each member shall serve three-year terms with such terms to coincide with the council position making the appointment. (b) Each board member shall reside within the county and such board shall include one member who shall be a building contractor; one layman; two members shall be master electricians who are currently licensed by the city; and one member shall be either a building contractor or master electrician licensed by the city. There shall be two ex-officio members, one who shall be the city electrical inspector, and one shall be the fire marshal.</p> <p>Sec. 12-133. Officers and quorum. The members of the examining and supervising board of electricians and appeals shall select a chairman and secretary. A quorum shall consist of three members.</p>
<p>NOTES: HISTORIC PRESERVATION COMMISSION</p>	<p>Sec. 28-3. Historical preservation commission. (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities: (1) A registered architect, planner or representative of a design profession, (2) A registered professional engineer in the State of Texas, (3) A member of a nonprofit historical organization of Caldwell County, (4) A local licensed real estate broker or member of the financial community, (5) An owner of an historic landmark residential building, (6) An owner or tenant of a business property that is an historic landmark or in an historic district, (7) A member of the Caldwell County Historical Commission.</p>
<p>NOTES: PARKS ADVISORY BOARD</p>	<p>Sec. 40-133. Members. (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)</p>

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Sec. 2-209. - Rules for appointment.

The city council hereby sets the following rules:

- (1) Except as may be established by existing city ordinances/resolutions the process for selecting members shall be open to all Lockhart citizens, who must apply for appointment, to include those applying for reappointment. Reappointment shall not be deemed automatic.
- (2) Council shall seek to appoint the most qualified or best persons available, while also respecting the need for diverse community opinions.
- (3) No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- (4) No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- (5) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.
- (6) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.

Section 2-210. Method of selection; number of members; terms.

- (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council.
- (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 90 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above described 90 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations.
- (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above.
- (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example.
- (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council.
- (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.
- (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and ordinance number 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.

Sec. 2-212. Removal and resignation of members.

- (a) All board, commission and committee members serve at the pleasure of the city council and may be removed from office with or without cause at the discretion of the city council.
- (b) Board, commission and committee members may resign from office at any time by filing a written resignation, dated and signed by the member, with the City Secretary. Such resignation shall take effect upon receipt by the City Secretary without further action by the city council. If the city council appoints a new member to replace the resigned member, the new member shall be appointed to serve out the remainder of the resigned member's term.

NOTES:
ORDINANCE
RE: ALL
BOARD,
COMMISSION
APPOINTMENTS

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<p>NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none">• Councilmembers• City staff• Two Parks Advisory Board members• Business owners• Civic Organization members <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p>NOTES: AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</p>	<p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p>

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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Councilmember	Board/Commission	Appointee	Date Appointed
Mayor – Lew White	Airport Board	John Hinnekamp	03/07/17
	Board of Adjustment	Mike Annas	03/07/17
	Construction Board	Ralph Gerald	03/07/17
	Ec Dev. Revolving Loan	Barbara Gilmer	03/07/17
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	03/07/17
	Electric Board	Joe Colley, Chair	03/07/17
	Historical Preservation	John Lairsen	03/07/17
	Library Board	Stephanie Riggins	03/07/17
	Parks and Recreation	Albert Villalpando, Chair	03/07/17
	Planning & Zoning	Paul Rodriguez	06/06/17
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	03/07/17
District 1 – Juan Mendoza	Airport Board	Larry Burrier	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	03/07/17
	Eco Dev. Revolving Loan	Ryan Lozano	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Dyral Thomas	03/07/17
	Electric Board	Thomas Herrera	03/07/17
	Historical Preservation	Victor Corpus	03/07/17
	Library Board	Shirley Williams	03/07/17
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Marcos Villalobos	03/07/17
District 2– John Castillo	Airport Board	Reed Coats	03/07/17
	Board of Adjustment	Juan Juarez	03/07/17
	Construction Board	Israel Zapien	03/07/17
	EcoDev. Revolving Loan	Rudy Ruiz	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Fermin Islas, Chair	03/07/17
	Electric Board	James Briceno	03/07/17
	Historical Preservation	Ron Faulstich	03/07/17
	Library Board	Donnie Wilson	03/07/17
	Parks and Recreation	James Torres	03/07/17
		Planning & Zoning	Rob Ortiz, Alternate Manuel Oliva

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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<p>District 3 – Kara McGregor</p> <p><i>(Appointments prior to 11/16/17 were made by Benny Hilburn)</i></p>	<p>Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning</p>	<p>Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Nic Irwin Thomas Stephens Ronda Reagan Jean Clark Fox, Chair William Burnett Philip McBride, Chair</p>	<p>03/07/17 03/07/17 12/05/17 03/07/17 03/07/17 12/05/17 03/07/17 03/07/17 03/07/17 12/05/17 03/07/17</p>
<p>District 4 - Jeffry Michelson</p>	<p>Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning</p>	<p>Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander VACANT-Denny resigned 5/4/17 Kathy McCormick Donaly Brice Russell Wheeler Mary Beth Nickel</p>	<p>03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 12/05/17 12/05/17 12/05/17 12/05/17</p>
<p>Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez</p>	<p>Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning</p>	<p>Andrew Reyes Laura Cline, Chair Paul Martinez Irene Yanez Alfredo Munoz Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair</p>	<p>03/07/17 03/07/17 03/07/17 03/07/17 06/06/17 03/07/17 03/07/17 03/07/17 03/07/17</p>

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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<p>At-Large - Brad Westmoreland</p>	<p>Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning</p>	<p>Jayson "Tex" Cordova Severo Castillo Gary Shafer Edward Strayer Frank Estrada Richard Thomson Rebecca Lockhart Dennis Placke Christina Black</p>	<p>03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17 03/07/17</p>
	<p>Charter Review Commission (Five member commission) Term - 24 months after appointment</p>	<p>Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder</p>	<p>03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Hilburn 03/15/16 - Hilburn</p>
	<p>Sign Review Committee (no longer meeting)</p>	<p>Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark</p>	<p>03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 - Councilmember Mendoza 03/17/15 - Councilmember Hilburn 03/17/15 - Mayor White 03/17/15 - Councilmember Castillo 03/17/15 - Councilmember Michelson</p>
	<p>Parks Master Plan Steering Committee (8-10 members)</p>	<p>Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill</p>	<p>09/05/17 - Parks Bd appointee 09/05/17 - Parks Bd appointee 12/05/17- McGregor 09/19/17- Michelson 09/19/17 - Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 - Westmoreland 09/19/17 - Mayor White</p>

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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	Church	Property	Ad-hoc		
	Committee (7 members)			Amelia Smith	09/05/17 – Westmoreland
				Jackie Westmoreland	09/05/17 – Westmoreland
				Todd Blomerth	09/05/17 – Mayor White
				Andy Govea	09/1917 – Sanchez
				Terry Black	09/19/17 – Hilburn
				Jane Brown	09/19/17 – Michelson
				Raymond DeLeon	09/20/17 – Castillo
				Dyral Thomas	09/22/17 - Mendoza

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properties		CITY BLDGS
BH	4	Improve City Facilities Appearance		CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled	??	DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting		DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue oppportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would concentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Westmoreland	Create a policy for the residency of future administrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 minutes of City Limits
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilities	Not sure what this includes; can assess all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recruit more businesses especially retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonable cost per sf plus higher traffic counts.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																						
Hotel Tax Fund																						
2009 Tax & Revenue		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
Total Hotel Tax Fund P & I		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
LEDC																						
2008 GO Refunding		300,000																				300,000
2015 Tax & Revenue		37,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,182,139
Total LEDC Fund P & I		337,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,482,139
2015 Capital Projects Fund																						
2015 Tax & Revenue		122,620																				122,620
Total 2015 Capital Projects Fund		122,620	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	122,620
Drainage																						
2008 GO Refunding	31.00%	100,000																				100,000
2015 Tax & Revenue		100,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,016,289
Total Drainage Fund P & I		200,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,116,289
General Fund																						
2008 GO Refunding		91,210																				91,210
2015 Tax & Revenue		-																				-
Total General Fund P & I		91,210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91,210
Debt Service Fund																						
2009 Tax & Rev CO's	100.00%	333,210	331,060	328,972	327,883	336,575	329,615	737,655	742,642	741,325	743,920	750,210	749,978	753,440								7,206,485
2006 Tax & Rev CO's	100.00%	50,455	48,815	47,175	50,535	48,690	46,845															292,515
2006-A Tax & Rev CO's	93.00%	266,916	267,594	267,890	267,803	267,332	271,128															1,608,664
2015 Tax & Revenue	12.00%	91,487	117,779	117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,895,035
Total Debt Service Fund P & I		742,068	765,248	761,816	763,880	770,400	765,511	893,522	898,569	896,868	899,535	905,855	905,839	909,409	160,769	160,517	160,592	160,365	160,602	160,502	160,831	12,002,699
Total General Government		1,533,255	969,630	949,909	951,924	958,503	953,663	1,097,167	1,102,239	1,100,381	1,103,078	1,109,410	1,109,482	1,113,096	326,416	326,061	326,167	325,847	326,181	326,040	326,507	16,334,957

City of Lockhart
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																						
Electric Fund																						
2008 GO Refunding	3.59%	40,379																				40,379
2013 SIB Loan	30.81%	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,280,721
Total Electric Fund P & I		111,530	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,321,100
Water Fund																						
2006A Tax & Rev CO's	7.00%	20,090	20,142	20,164	20,157	20,122	20,408															121,082
2008 GO Refunding	36.38%	409,192																				409,192
2009 GO Refunding	86.69%	165,829	165,775	165,656	165,477	169,357	168,625	167,709	170,852	169,384	171,937	174,082	171,534	177,194								2,203,410
2015 Tax & Revenue	49.60%	378,148	486,818	486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	11,966,146
2013 SIB Loan	35.80%	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,488,169
Total Water Fund P & I		1,055,935	755,411	755,314	754,632	759,071	759,122	894,633	898,024	894,969	897,820	900,089	898,433	904,540	747,186	746,144	746,454	745,518	746,498	663,406	664,800	16,187,999
Sewer Fund																						
2008 GO Refunding	16.36%	183,990																				183,990
2009 GO Refunding	13.31%	25,461	25,452	25,434	25,407	26,002	25,890	25,749	26,232	26,006	26,398	26,728	26,336	27,206								338,302
2015 Tax & Revenue	4.30%	32,783	42,204	42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	1,037,388
2015 Tax & Revenue	TRNSF		170,305	186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,905,677
2013 SIB Loan	33.39%	77,102	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,387,844
Total Sewer Fund P & I		319,336	315,064	331,334	330,973	331,971	332,193	437,979	438,629	437,331	437,915	438,338	438,549	439,721	425,914	425,210	425,421	424,788	425,449	348,067	349,017	7,853,201
Airport Fund																						
2000 Airport	100.00%																					-
Total Airport Fund P & I		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Proprietary Fund P & I		1,486,801	1,141,626	1,157,799	1,156,757	1,162,193	1,162,466	1,403,764	1,407,804	1,403,451	1,406,887	1,409,579	1,408,133	1,415,412	1,244,252	1,242,505	1,243,026	1,241,458	1,243,099	1,011,473	1,013,817	25,362,300
Grand Total		3,020,056	2,111,256	2,107,708	2,108,681	2,120,696	2,116,129	2,500,931	2,510,043	2,503,832	2,509,965	2,518,989	2,517,615	2,528,508	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	41,697,257

