

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, MARCH 21, 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 meeting of March 7, 2017. 35-41
- B. Discuss five year agreement with the Lockhart Youth Soccer Association (LYSA) for use of the Cpl. Jason K. LaFleur Sports Complex whereby LYSA would take over certain maintenance and operational responsibilities in exchange for defined control of the fields and concession stand, and appointing the City Manager to sign the agreement, if approved by Council. 42-51
- C. Discuss implementing the new website of the City of Lockhart, Texas and authorizing staff to proceed with all aspects involved in the transition. 52-62
- D. Discuss Ordinance 2017-05 suspending until June 16, 2017, the proposed Gas Reliability Infrastructure Program (GRIP) interim rate adjustment of the Texas Gas Service Company, a division of One Gas, filed March 3, 2017. 63-67
- E. Discuss Ordinance 2017-06 amending portions of Chapter 58, Article III, Water, Sewer, Electric Extensions, Division 1, Generally, Chapter 58, Sections 58-171 through 58-174 of the Code of Ordinances providing for a utility main extension application and a pro-rata reimbursement application and process. 68-84
- F. Discuss Change Order #2 for Qro-Mex Construction Company, Inc., to increase the current contract by \$45,950 making the new contract amount \$2,154,615 for utility work on Locust Street to accommodate drainage work to be performed on Pine, Comal, Ash Streets, and for other increased quantities in the current contract, and appointing the Mayor to sign the change order, if approved. 85-92

WORK SESSION – Discussion Only continued....

- G. Discussion regarding Resolution 2017-06 rescinding Resolution 2016-12 which approved the 4B economic development project by Hill Country Foodworks, LLC at 215 E. MLK, Jr. Industrial Blvd. in order to establish 4B projects with the same company. *6-18*
- H. Discussion regarding Resolution 2017-07 approving a 4A type project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Hill Country Foodworks, LLC, in an amount not to exceed \$186,000 to employ a minimum of 20 full time equivalent employees with an average annual wage of \$30,250 and an estimated capital investment of \$1.475 million over the three-year contractual period for land/building located at 215 E. MLK, Jr. Industrial Blvd. improvements and professional services. *19-34*
- I. Discussion regarding an amended Chapter 380 Economic Development Incentive Agreement with Hill Country Foodworks, LLC which reflects a new scope of development including a 5,000 square foot addition to the building at 215 E. MLK Jr. Industrial Blvd. which significantly increases the project investment for the project from \$450,000 to \$920,000 over the three- year agreement period which includes a minimum of 20 jobs making a minimum annual wage of \$30,250. *96-126*
- J. Discussion after Fiscal Year 2016-2017 City Council Goals update by the City Manager. *127-133*

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. **DISCUSSION/ACTION ITEMS**
 - A. Discussion and/or action regarding Resolution 2017-06 rescinding Resolution 2016-12 which approved the 4B economic development project by Hill Country Foodworks, LLC at 215 E. MLK, Jr. Industrial Blvd. in order to establish 4B projects with the same company. *6-18*
 - B. Conduct the first of two required readings and discussion of Resolution 2017-07 approving a 4A type project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Hill Country Foodworks, LLC, in an amount not to exceed \$186,000 to employ a minimum of 20 full time equivalent employees with an average annual wage of \$30,250 and an estimated capital investment of \$1.475 million over the three-year contractual period for land/building located at 215 E. MLK, Jr. Industrial Blvd. improvements and professional services. *19-34*

5. **CONSENT AGENDA**

- A. Approve minutes of the City Council meeting of March 7, 2017. 35-41
- B. Approve five year agreement with the Lockhart Youth Soccer Association (LYSA) for use of the Cpl. Jason K. LaFleur Sports Complex whereby LYSA would take over certain maintenance and operational responsibilities in exchange for defined control of the fields and concession stand, and appointing the City Manager to sign the agreement, if approved by Council. 42-51
- C. Approve implementing the new website of the City of Lockhart, Texas and authorizing staff to proceed with all aspects involved in the transition. 52-62
- D. Approve Ordinance 2017-05 suspending until June 16, 2017, the proposed Gas Reliability Infrastructure Program (GRIP) interim rate adjustment of the Texas Gas Service Company, a division of One Gas, filed March 3, 2017. 63-67
- E. Approve Ordinance 2017-06 amending portions of Chapter 58, Article III, Water, Sewer, Electric Extensions, Division 1, Generally, Chapter 58, Sections 58-171 through 58-174 of the Code of Ordinances providing for a utility main extension application and a pro-rata reimbursement application and process. 68-84
- F. Approve Change Order #2 for Qro-Mex Construction Company, Inc., to increase the current contract by \$45,950 making the new contract amount \$2,154,615 for utility work on Locust Street to accommodate drainage work to be performed on Pine, Comal, Ash Streets, and for other increased quantities in the current contract, and appointing the Mayor to sign the change order, if approved. 85-92

6. **DISCUSSION/ACTION ITEMS**

- A. Conduct the second of two required readings and discussion and/or action regarding Resolution 2017-07 approving a 4A type project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Hill Country Foodworks, LLC, in an amount not to exceed \$186,000 to employ a minimum of 20 full time equivalent employees with an average annual wage of \$30,250 and an estimated capital investment of \$1.475 million over the three-year contractual period for land/building located at 215 E. MLK, Jr. Industrial Blvd. improvements and professional services. 93-95
- B. Discussion and/or action regarding an amended Chapter 380 Economic Development Incentive Agreement with Hill Country Foodworks, LLC which reflects a new scope of development including a 5,000 square foot addition to the building at 215 E. MLK Jr. Industrial Blvd. which significantly increases the project investment for the project from \$450,000 to \$920,000 over the three-year agreement period which includes a minimum of 20 jobs making a minimum annual wage of \$30,250. 96-126
- C. Discussion and/or action after Fiscal Year 2016-2017 City Council Goals update by the City Manager. 127-133
- D. Discussion and/or action regarding appointments to various boards, commissions or committees. 134-139

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

- Update: US Hwy 183 expansion project, Blackjack to Wal-Mart; the last design puts all drainage waters on the west side until it gets down to the ditch between Smith Supply and Walmart; West side almost complete.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 98% complete; patching and paving of streets should be completed within the next 10 days, weather-permitting. Rain has delayed paving.
- Update: E. Walnut Street Neighborhood Drainage Project, utility clearance work completed; contract putting down first course of base soon and then will start the curbing; rain has been a problem.
- Update: Bid advertisements for the Ash, Comal, and Pine Street Drainage Project are now planned within the next 30 days; utility clearances are taking longer than anticipated. We will wait on bidding out to conflict with City crews working on water/sewer clearances; a neighborhood meeting will be set up after the bidding but before the project starts.
- Update: Utility main extension projects in western corridor are being designed and will be ready for bid in about 60 days.
- Report: Welcome Spring Day Event in City Park held on Saturday, March 18 with Kid Fish, Bouncy House, Free Hot Dogs, Petting Zoo, and Chamber Chili Cook-off.
- Report: Greater Caldwell County Hispanic Chamber of Commerce Banquet held Sat March 18.
- Reminder: Spring Festival at the Lockhart Animal Shelter on Saturday, April 1, starting at 11 am with kids show, food, and prizes showcasing the improvements recently completed at the shelter.
- Reminder: Lockhart Cowtown Stroll, Saturday, April 1, Downtown starting at 4 pm.
- Reminder: City Wide Residential Spring Clean Up starts first Wednesday in April.
- Reminder: Don't Mess with Texas Trash Off on Saturday, April 8th.
- Reminder: 11th Annual Lockhart Kiwanis 5K Stampede or 1K Fun Run/Walk, Saturday, April 15th.
- Reminder: The Texas Mustang Club will have about 300 Mustangs on display at the First Lockhart Baptist Church Parking lots on W. Prairie Street starting at 1 pm Saturday, April 15, after the Kiwanis events.
- Announcement: Taking City Pool Lifeguard Applications.
- Announcement: City of Lockhart has received the LCRA Community Grant in the amount of \$25,000 to help with lighting at the Cpl. Jason K. LaFleur Sports Complex

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 19th day of March 2017 at 3:36 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



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: March 21, 2017				
Department: Economic Development			Initials	Date
Department Head: Robert Tobias		Asst. City Manager		
Dept. Signature:		City Manager		3-14-2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias, Vance Rodgers				
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				
Discussion and/or action regarding Resolution 2017-06 rescinding Resolution 2016-12 which approved the 4B economic development project by Hill Country Foodworks, LLC at 215 E. MLK, Jr. Industrial Blvd. in order to establish 4B projects with the same company.				
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 Lockhart Economic Development Corporation (LEDC) rescinded by Resolution 2016-03 the previous 4B economic development project proposed by Hill Country Foodworks, LLC in order to consider a new 4B project with a larger scope. This resolution rescinds the previous City Council Resolution 2016-02 for the original Hill Country Foodworks, LLC project so that a new project can be considered for approval by the City Council.				
STAFF RECOMMENDATION				
Staff recommends approval of Resolution 2017-06 as presented.				
List of Supporting Documents: Resolution 2017-06, History: Resolution 2016-12; LEDC Resolution 2017-03 rescinding LEDC Resolution 2016-06; Draft LEDC Minutes of March 13, 2017 meeting		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation		

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RESOLUTION NO. 2017-06

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS, RESCINDING RESOLUTION 2016-12 AUTHORIZING A TYPE 4A PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$95,000 INCLUDING BUILDING AND LAND LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD. AND THAT CERTAIN 1.806 ACRES OF LAND TO THE EAST BOTH OF WHICH ARE DESCRIBED AS LOTS 4A AND 4B, OF THE AMENDING PLAT FOR THE RESUBDIVISION OF LOT 4, BLOCK I, AND LOTS 6, 7 AND 15, BLOCK 2, OF THE AMENDING PLAT FOR THE RESUBDIVISION PLAT OF LOCKHART INDUSTRIAL PARK II, REVISION NO. 2, IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, the Lockhart City Council had previously approved by Resolution 2016-12 a 4B Economic Development project by HILL COUNTRY FOODWORKS LLC as per the attached Resolution 2016-12; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC has notified the Lockhart Economic Development Corporation that the company is still committed to expanding into the City of Lockhart at 215 E MLK Jr. Industrial Blvd., but the scope of the project has changed considerably from what was originally planned; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC has committed with the new project to purchase the 215 E MLK Jr Industrial Blvd building and expand it by 5,000 square feet on the north side in lieu of expanding to east; and

WHEREAS, the Lockhart Economic Development Corporation realizes that because of the scope of the new project that Hill County Foodworks, LLC no longer needs the separate east lot for its initial expansion; and

WHEREAS, the Lockhart Economic Development Corporation unanimously rescinded its' approving resolution of the original HILL COUNTRY FOODWORKS, LLC project on Monday, March 13, 2017, at a called and publicly advertised meeting:

NOW, THEREFORE, BE IT RESOLVED by the Lockhart City Council as follows:

SECTION 1. That the Lockhart City Council hereby rescinds in its entirety the HILL COUNTRY FOODWORKS, LLC, project approved by Resolution 2016-12 and hereby directs that a copy of that project resolution be attached to this rescinding resolution.

PASSED AND ADOPTED at a regular meeting of the Lockhart City Council held on this 21th day of March 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

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HISTORY

RESOLUTION NO. 2016-12

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS APPROVING A TYPE A PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FUNDING HILL COUNTRY FOODWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$95,000 INCLUDING BUILDING AND LAND LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD. AND THAT CERTAIN 1.806 ACRES ADJACENT TO THE EAST BOTH OF WHICH ARE DESCRIBED AS LOTS 4A AND 4B, OF THE AMENDING PLAT FOR THE RESUBDIVISION OF LOT 4, BLOCK I, AND LOTS 6, 7 AND 15, BLOCK 2, OF THE AMENDING PLAT FOR THE RESUBDIVISION PLAT OF LOCKHART INDUSTRIAL PARK II, REVISION NO. 2, IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** provides food processing services, and related services and products; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** desires to locate a manufacturing facility for the management, development and/or production of its food processing and related services and products within the city limits of Lockhart; and

WHEREAS, the location of the proposed **HILL COUNTRY FOODWORKS, LLC** facility in Lockhart will create primary jobs and expand economic growth and opportunities in the City, the surrounding area, and the State; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** proposes to create at least 25 new Full Time Equivalent jobs in the Lockhart area to work at the proposed facility; and

WHEREAS, the LEDC has determined that the proposed **HILL COUNTRY FOODWORKS, LLC** facility meets the criteria for a project pursuant to the Act; and

WHEREAS, an existing metal building owned by Lockhart Economic Development Corporation with a footprint of approximately 6,900 square feet at 215 E. MLK, Jr. Industrial Blvd became available in the Lockhart Industrial Park II, and

WHEREAS, the Lockhart Economic Development Corporation proposes to sell to **HILL COUNTRY FOODWORKS, LLC** that certain building located at 215 E MLK, JR Industrial

Blvd. at a purchase price of \$380,000 and that certain 1.806 acres of land at a purchase price of \$75,000, both of which are described in the caption of this resolution, shall use additional project funds of up to \$30,000 to help pay, and/or reimburse **HILL COUNTRY FOODWORKS, LLC**, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$65,000 to employ a minimum of 25 Full Time Equivalent ("FTE") employees, for a total project value not to exceed \$95,000.

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

SECTION 1. The foregoing recitals are hereby adopted and incorporated herein for all purposes.

SECTION 2. The **HILL COUNTRY FOODWORKS LLC** project is HEREBY APPROVED as follows:

A) the LEDC shall propose to work with **HILL COUNTRY FOODWORKS, LLC** under the conditions set out as follows:

*Lockhart
Economic
Development
Corp.* 1) If **HILL COUNTRY FOODWORKS, LLC** chooses to purchase that certain building located 215 E MLK, JR Industrial Blvd. at a purchase price of \$380,000 and that certain 1.806 acres of land at a purchase price of \$75,000, both of which are located in the Lockhart Industrial Park II, shall use additional project funds of up to \$30,000 to help pay, and/or reimburse **HILL COUNTRY FOODWORKS, LLC**, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$65,000 to employ a minimum of 25 Full Time Equivalent ("FTE") employees, for a total project value not to exceed \$95,000 for the development, retention, or expansion of a manufacturing and industrial facility which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

PASSED AND ADOPTED at a regular meeting of the Lockhart city Council held on this 7th day of June, 2016.

CITY OF LOCKHART

Lew White

Lew White, Mayor

ATTEST:

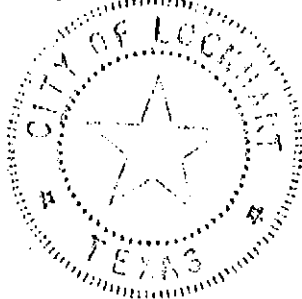
Connie Constancio

Connie Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning

Peter Gruning
City Attorney



**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2017-03**

A RESOLUTION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION RESCINDING RESOLUTION 2016-06 AUTHORIZING A TYPE 4A PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$95,000 INCLUDING BUILDING AND LAND LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD. AND THAT CERTAIN 1.806 ACRES OF LAND TO THE EAST BOTH OF WHICH ARE DESCRIBED AS LOTS 4A AND 4B, OF THE AMENDING PLAT FOR THE RESUBDIVISION OF LOT 4, BLOCK I, AND LOTS 6, 7 AND 15, BLOCK 2, OF THE AMENDING PLAT FOR THE RESUBDIVISION PLAT OF LOCKHART INDUSTRIAL PARK II, REVISION NO. 2, IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, the Lockhart Economic Development Corporation had previously approved by Resolution 2016-06 a 4B Economic Development project by HILL COUNTRY FOODWORKS LLC as per the attached Resolution 2016-06; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC has notified the Lockhart Economic Development Corporation that the company is still committed to expanding into the City of Lockhart at 215 E MLK Jr. Industrial Blvd., but the scope of the project has changed considerably from what was originally planned; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC has committed with the new project to purchase the 215 E MLK Jr Industrial Blvd building and expand it by 5,000 square feet on the north side in lieu of expanding to east; and

WHEREAS, the Lockhart Economic Development Corporation realizes that because of the scope of the new project that Hill County Foodworks, LLC no longer needs the separate east lot for its initial expansion;

NOW, THEREFORE, BE IT RESOLVED by the Lockhart Economic Development Corporation as follows:

SECTION 1. That the Lockhart Economic Development Corporation hereby rescinds in its entirety the HILL COUNTRY FOODWORKS, LLC, project approved by Resolution 2016-06 and hereby directs that a copy of that project resolution be attached to this rescinding resolution.

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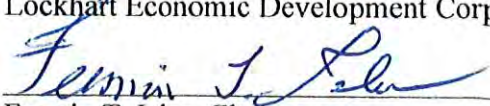
SECTION 2: That the Lockhart Economic Development Corporation respectfully recommends to the Lockhart City Council that its approval of the original HILL COUNTRY FOODWORKS, LLC project be rescinded by similar resolution.

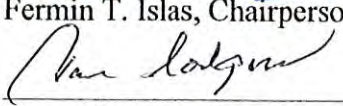
PASSED AND ADOPTED at a regular meeting of the Lockhart Economic Development Corporation held on this 13th day of March 2017.

ATTEST:


Rob Tobias, Secretary

Lockhart Economic Development Corp.


Fermin T. Islas, Chairperson


Vance Rodgers, President

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2016-06**

A RESOLUTION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A 4A TYPE PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$95,000 INCLUDING BUILDING AND LAND LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD. AND THAT CERTAIN 1.806 ACRES OF LAND TO THE EAST BOTH OF WHICH ARE DESCRIBED AS LOTS 4A AND 4B, OF THE AMENDING PLAT FOR THE RESUBDIVISION OF LOT 4, BLOCK I, AND LOTS 6, 7 AND 15, BLOCK 2, OF THE AMENDING PLAT FOR THE RESUBDIVISION PLAT OF LOCKHART INDUSTRIAL PARK II, REVISION NO. 2, , IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC provides food processing services, and related services and products; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC desires to locate a manufacturing facility for the management, development and/or production of its food processing and related services and products within the city limits of Lockhart; and

WHEREAS, the location of the proposed HILL COUNTRY FOODWORKS, LLC facility in Lockhart will create primary jobs and expand economic growth and opportunities in the City, the surrounding area, and the State; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC proposes to create at least 25 new Full Time Equivalent jobs in the Lockhart area to work at the proposed facility; and

WHEREAS, the LEDC has determined that the proposed HILL COUNTRY FOODWORKS, LLC facility meets the criteria for a project pursuant to the Act; and

WHEREAS, an existing metal building owned by Lockhart Economic Development Corporation with a footprint of approximately 6,900 square feet at 215 E. MLK, Jr. Industrial Blvd that became available in the Lockhart Industrial Park II, and

WHEREAS, the Lockhart Economic Development Corporation proposes to sell to **HILL COUNTRY FOODWORKS, LLC** that certain building located at 215 E MLK, JR Industrial Blvd. at a purchase price of \$380,000 and that certain 1.806 acres of land to the east at a purchase price of \$75,000 both of which are described as Lots 4A and 4B, and further described in caption of this resolution, shall use additional project funds of up to \$30,000 to help pay, and/or reimburse **HILL COUNTRY FOODWORKS, LLC**, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$65,000 to employ a minimum of 25 Full Time Equivalent ("FTE") employees, for a total project value not to exceed \$95,000.

NOW, THEREFORE, BE IT RESOLVED by the Lockhart Economic Development Corporation as follows:

SECTION 1. That real property located in Lockhart Industrial Part II is to be used to induce job creation and investment in Lockhart.

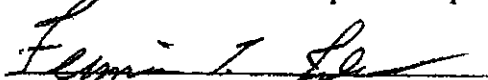

SECTION 2. That Lockhart Economic Development Corporation proposes the project to the City Council of the City of Lockhart for approval of the sale of land, building, building improvements, and professional services in an amount not to exceed \$95,000; for the creation 25 primary jobs; for the development, retention, or expansion of a manufacturing and industrial facility which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

PASSED AND ADOPTED at a regular meeting of the Lockhart Economic Development Corporation held on this 6th day of June, 2016.

ATTEST:


Sandra Mauldin, Secretary

Lockhart Economic Development Corp.


Fermin T. Islas, Chairperson

Vance Rodgers, President

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday – March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
308 WEST SAN ANTONIO STREET

Board Members Present: Fermin T. Islas, Chairperson; Morris Alexander, Ken Doran, Frank Estrada, Bernie Rangel; and Dyrall Thomas

Board Members Absent: Alan Fielder

6 of seven members were present creating a quorum of 6 at the time the meeting was called to order.

Staff Present: Vance Rodgers, President, Jeff Hinson, Vice President and Rob Tobias, Director Economic Development,

1. **CALL TO ORDER**

The Lockhart Economic Development Corporation meeting was called to order at 6:01 p.m. by Chairman Islas. The Chairman confirmed a quorum of 6 were present at the time the meeting was called to order.

2. **DISCUSSION AND/OR ACTION**

A. Discussion and/or action to consider approval of the minutes of January 11, 2017.

Motion to approve minutes as presented: Motion by: Morris Alexander Second by: Bernie Rangel Vote: 6 of 6

B. Discussion and/or action to consider acceptance of financials and sales tax report.

Motion to accept financial reports as presented: Motion by: Bernie Rangel Second by: Morris Alexander Vote: 6 of 6

C. Discussion and/or action regarding Resolution 2017-03 rescinding Resolution 2016-06 whereby Hill Country Food Works LLC planned to purchase 215 E MLK Jr Industrial Blvd and the vacant adjacent lot to the east and provide certain improvements to the structure

Jacob Cathey, with Hill Country Foodworks, introduced himself to the LEDC Board and was present to provide further background on this project. Mr. Rodgers, LEDC President stated that this was a 4B project that was previously approved by the LEDC board and included the purchase of the vacant lot to the east of 215 E. MLK Jr. Blvd on which to build an addition. Mr. Rodgers stated that this prior resolution would need to be rescinded in its entirety, due to the company's plan to forego the purchase of the vacant lot.

Mr. Rodgers stated the company's plan now included constructing a 5,000-square foot building on the north end of the existing building, instead of expanding to the east. This will give them what they need for their business at this time. He reiterated that this resolution will rescind the previous project.

Motion to approved Resolution 2017-03 as presented: Motion by: Morris Alexander Second by: Ken Doran Vote: 6 of 6

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
308 WEST SAN ANTONIO STREET

Page 1 of 4

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- D. Discussion and/or action regarding LEDC President's recommendation to use LEDC funds to enhance the property at 215 E MLK Industrial Blvd by placing a structural select material pad on the north side of the building requiring rental of equipment/trucks and purchase of select fill materials all of which would not exceed \$8,549.

Mr. Rodgers stated the recommendation before the LEDC Board would be to add in a structural pad in the back of the building on which to construct the 5,000-square foot addition. Mr. Rodgers stated that this would require the dirt to be removed for at least two feet. Mr. Rodgers stated that this would enhance the property for use by the company. He stated that if for some reason the project does not go through, other companies had expressed interest in purchasing this property and having this foundation would enhance the attractiveness of this property.

Mr. Rodgers stated this work would be done by city crews. The cost for this project would be \$8,549. He stated if this was done by external contractors the cost could be up to \$25,000.

Dyral Thomas asked what the square footage is on the property. Mr. Rodgers stated approximately 6,900 square feet are existing, with 5,000 more to be added.

Motion to use LEDC funds to enhance the property at 215 E. MLK Industrial Blvd by placing structural select material pad on the north side of the building requiring rental of equipment/trucks and purchase of select fill materials all of which would not exceed \$8,549.

Motion by: Frank Estrada Second by: Dyral Thomas Vote: 6 of 6

3. **PUBLIC HEARING**

Open Public Hearing at: 6:12 PM

- A. After proposed project presentation by staff, invite public to provide comments regarding the proposed development by Hill Country Food Works LLC with a new scope that includes an initial estimated investment of \$1.275 million and the employment of a minimum of 20 FTE employees with a minimum annual wage of \$30,250 to be maintained over the three (3) year agreement period with reimbursable incentives worth up to \$186,000.

Mr. Islas asked if there was anyone present who would like to speak in opposition of the proposed project and incentives? There was none.

Mr. Rodgers asked Mr. Cathey if he would like to provide information regarding the new project. Mr. Cathey stated that the current 6,900 square foot building will be remodeled. 3,000 square feet will be the production area. Another 1,000 square feet is going to be the packaging area. The upstairs will continue to be office space. The 5,000 square feet to be added will have loading docks, pallet racks and bathrooms. 1,000 square feet will be used for cold storage.

Mr. Cathey stated they would be bringing in 10-12 employees with them. They are expecting to hire additional employees.

Mr. Alexander asked if there was a timeline in place of when they expect to move in. Mr. Cathey stated that the plan for move in would be sometime in late June.

Mr. Islas asked if there was anyone present who would like to speak in favor of the proposed project and incentives? There was none.

B. CLOSE PUBLIC HEARING

Close Public Hearing at: 6:15 PM

4. DISCUSSION AND/OR ACTION

- A. Discussion and/or action to consider Resolution 2017-04 approving the revised the Hill Country Foodworks LLC project and terms as an Economic Development 4B project and to recommend approval to the Lockhart City Council.

Mr. Rodgers stated the main item to review is the incentives. He stated that the incentives were based on the company maintaining 20 full time employees with an average salary of \$30,250. This agreement would be over a three-year period. Mr. Rodgers stated that LEDC will reimburse up to \$2,600 per job and they must maintain those 20 jobs over a three-year period. The total value of this part of the incentive is \$52,000.

Mr. Rodgers also stated that Hill Country Foodworks would also be reimbursed up to \$112,000 after proof is provided that \$1.12 million is spent on property improvements. This also must be completed in the 36-month period.

Permits and Impact Fees are estimated at \$12,000. \$10,000 is the proposed cost for transformers. This would make the total incentive package proposed for the project over a three-year period, a total \$186,000. These incentives are also contingent on the purchase of the property from the LEDC for \$380,000.

Motion to approve Resolution 2017-04 as presented: Motion by: Morris Alexander Second by: Bernie Rangel
Vote: 6 of 6

- B. Discussion and/or action regarding discussion of the new Economic Impact Data Sheet for Hill Country Food Works which has an enhanced scope.

The Impact Data Sheet was presented to the LEDC Board. Mr. Rodgers pointed out the total investment is estimated to be \$1.475 million, that included the purchase of the building.

Mr. Doran asked if the number of employees, as well as their salaries would be verified. Mr. Rodgers stated that they are required to provide proof of compliance and could use a Payroll Register to verify jobs as an example.

- C. Discussion and/or action to consider the Economic Development Performance Agreement with Hill Country Foodworks LLC by which the company agrees to purchase the building at 215 E MLK Jr Industrial Blvd for \$380,000, enlarge the structure by about 5,000 square feet, buy equipment, and make other improvements totaling an estimated initial investment of \$1.275 million, and to employ and maintain a minimum of 20 FTE employees with an average annual wage of \$30,250 for the three (3) year agreement period with LEDC providing up to \$186,000 in reimbursable incentives.

Motion to approve proposed Economic Development Performance Agreement as presented.

Motion: Ken Doran *Second: Bernie Rangel* *Vote: 6 of 6*

5. DISCUSSION ONLY

A. Discussion after staff update regarding Benny Boyd Auto Group proposed project.

Mr. Rodgers stated that Benny Boyd Auto Group has a contract on the 20 acres south of Walmart along US-183. They are planning on building an auto facility that will be approximately 20,000-30,000 square feet and create up to 35 jobs. This will be brought before the LEDC Board for a possible 4B project in the near future should the company decide to proceed.

B. Discussion regarding the Arete Emergency Health Care Project.

Mr. Rodgers reported that this project has been revised. He stated that they have hired an architect/property planner to create a site plan for the 16-acre tract. They are currently trying to determine where they will put the initial 2-acre, 8,000-10,000-square foot building on this 16-acre site. Mr. Rodgers stated this project will go before the LEDC Board as an amended project.

C. Discussion after update regarding other Economic Development Activity.

Mr. Islas asked for an update on Schlotsky's. Mr. Tobias stated they are currently working with the Texas State Small Business Development Center (SBDC) to complete a financial package and are about 60% completed.

Mr. Tobias shared some brief background on leads from the Governor's Office and how the staff was collaborating with the Austin Chamber and the GSMP, our regional partners. He noted that he would provide a monthly recap in the future.

He also noted that he was collaborating with the Texas State SBDC on a number of small projects requiring technical assistance. This free service is available to most new and existing businesses and create benchmarks for growth.

Mr. Tobias also referenced the 2013 Sustainable Places Project and the framework provided for the potential redevelopment of the historic district. He noted that the study highlighted several projects, as well as a potential funding mechanism to consider. The LEDC and City Council will be jointly discussing this funding mechanism in the near future.

6. REPORTS/DISCUSSION

A. Presentation related to Texas Capital Fund grant program was made by Mr. Rudy Ruiz of the Community Development Management Corporation, a Lockhart-based grant consultant.

Mr. Ruiz briefly outlined the pros and cons of this state grant program and its potential application in Lockhart. He also shared his experience with other federal and state grant programs that could be of value to the LEDC.

7. ADJOURN

Motion to Adjourn

Motion: Ken Doran Second: Bernie Rangel Vote: 6 of 6

Minutes approved this the _____ day of _____, 201__.

Fermin T. Islas, Chairman

Vance Rodgers, President, LEDC
LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES
Monday, March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
308 WEST SAN ANTONIO STREET



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: March 21, 2017			
Department: Economic Development		Initials	Date
Department Head: Robert Tobias	Asst. City Manager		
Dept. Signature:	City Manager		3-16-2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias, Vance Rodgers			
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			
<div style="text-align: center;">CAPTION</div> <div style="text-align: right; color: blue; font-style: italic; font-size: 1.2em;">1st Reading</div> <p>Discussion and/or action regarding Resolution 2017-07 approving a 4A type project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Hill Country Foodworks, LLC, in an amount not to exceed \$186,000 to employ a minimum of 20 FTE employees with an average annual wage of \$30,250 and an estimated capital investment of \$1.475 million over the 3-year contractual period for land/building located at 215 E MLK Jr Industrial Blvd, improvements and professional services.</p>			
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			\$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):			
SUMMARY OF ITEM			
<p>The Lockhart Economic Development Corporation (LEDC) unanimously approved LEDC Resolution 2017-04 at its recent board meeting on March 13, 2017, after receiving input from Jacob Cathey one of the owners of Hill Country Foodworks, the required notice of public hearing, inputs from staff, and reviewing the Economic Impact Data Sheet.</p>			
STAFF RECOMMENDATION			
<p>Staff recommends approval of Resolution 2017-07 as presented.</p>			
List of Supporting Documents: Resolution 2017-07, LEDC Resolution 2017-04, Draft LEDC Minutes of March 13, 2017 meeting, Public Hearing Notice and Economic Impact Data Sheet		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation <div style="text-align: right; color: blue; font-size: 1.5em;">19</div>	

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING A 4A TYPE PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC. IN AN AMOUNT NOT TO EXCEED \$186,000 TO EMPLOY A MINIMUM OF 20 EMPLOYEES WITH AN AVERAGE ANNUAL WAGE OF \$30,250 AND AN ESTIMATED INVESTMENT OF \$1.475 MILLION OVER THE THREE (3) YEAR CONTRACT PERIOD FOR LAND & BUILDING LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD., IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** provides food processing services, and related services and products; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** desires to locate a manufacturing facility for the management, development and/or production of its food processing and related services and products within the city limits of Lockhart; and

WHEREAS, the location of the proposed **HILL COUNTRY FOODWORKS, LLC** facility in Lockhart will create primary jobs and expand economic growth and opportunities in the City, the surrounding area, and the State; and

WHEREAS, **HILL COUNTRY FOODWORKS, LLC** proposes to create at least 20 new Full Time Equivalent jobs in the Lockhart area to work at the proposed facility; and

WHEREAS, the Lockhart Economic Development Corporation (LEDC) has determined that the proposed **HILL COUNTRY FOODWORKS, LLC** facility meets the criteria for a project pursuant to the Act; and

WHEREAS, an existing metal building owned by LEDC with a footprint of approximately 6,900 square feet at 215 E. MLK, Jr. Industrial Blvd. became available in the Lockhart Industrial Park II, and

WHEREAS, the LEDC proposes to sell to **HILL COUNTRY FOODWORKS, LLC** that certain building located at 215 E. MLK, Jr. Industrial Blvd. at a purchase price of \$380,000 located in the Lockhart Industrial Park II, and shall use additional project reimbursable funds up

to \$134,000 to help pay **HILL COUNTRY FOODWORKS, LLC**, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$52,000 to employ a minimum of 20 Full Time Equivalent ("FTE") employees with an average annual wage of \$30,250 provided that appropriate proof of employment and wages throughout the three (3) year period are validated, for a total project value not to exceed \$186,000.

WHEREAS, the LEDC held a public hearing and discussed and approved this project on March 13, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Lockhart City Council as follows:

SECTION 1. That real property located in Lockhart Industrial Park II is to be used to induce job creation and investment in Lockhart.

SECTION 2. That the Lockhart Economic Development Corporation proposes the project to the Lockhart City Council for approval of the sale of land, building, building improvements, and professional services in an amount not to exceed \$186,000; for the creation of 20 FTE primary jobs; and, for the development, retention, or expansion of a manufacturing and industrial facility which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

PASSED AND ADOPTED at a regular meeting of the Lockhart City Council held on this 21st day of March 2017.

City of Lockhart

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC
City Secretary

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2017-04**

A RESOLUTION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A 4A TYPE PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$186,000 TO EMPLOY A MINIMUM OF 20 FTE EMPLOYEES WITH AN AVERAGE ANNUAL WAGE OF \$30,250 AND AN ESTIMATED INVESTMENT OF \$1.475 MILLION OVER THE THREE (3) YEAR CONTRACT PERIOD FOR LAND/BUILDING LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD., IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC provides food processing services, and related services and products; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC desires to locate a manufacturing facility for the management, development and/or production of its food processing and related services and products within the city limits of Lockhart; and

WHEREAS, the location of the proposed **HILL COUNTRY FOODWORKS, LLC** facility in Lockhart will create primary jobs and expand economic growth and opportunities in the City, the surrounding area, and the State; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC proposes to create at least 20 new Full Time Equivalent jobs in the Lockhart area to work at the proposed facility; and

WHEREAS, the LEDC has determined that the proposed **HILL COUNTRY FOODWORKS, LLC** facility meets the criteria for a project pursuant to the Act; and

WHEREAS, an existing metal building owned by Lockhart Economic Development Corporation with approximately 6,900 square feet at 215 E. MLK, Jr. Industrial Blvd that became available in the Lockhart Industrial Park II, and

WHEREAS, the Lockhart Economic Development Corporation proposes to sell to **HILL COUNTRY FOODWORKS, LLC** that certain building located at 215 E MLK, JR Industrial Blvd. at a purchase price of \$380,000 located in the Lockhart Industrial Park II, shall use additional project reimbursable funds up to \$134,000 to help pay **HILL COUNTRY**

FOODWORKS, LLC, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$52,000 to employ a minimum of 20 Full Time Equivalent ("FTE") employees with an annual wage of \$30,250 provided that appropriate proof of employment and wages throughout the three (3) year period are validated, for a total project value not to exceed \$186,000.

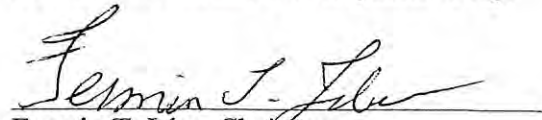
NOW, THEREFORE, BE IT RESOLVED by the Lockhart Economic Development Corporation as follows:

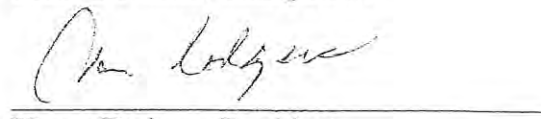
SECTION 1. That real property located in Lockhart Industrial Part II is to be used to induce job creation and investment in Lockhart.

SECTION 2. That Lockhart Economic Development Corporation proposes the project to the City Council of the City of Lockhart for approval of the sale of land, building, building improvements, and professional services in an amount not to exceed \$186,000; for the creation of 20 FTE jobs each with a minimum annual wage of \$30,250; for the development, retention, or expansion of a manufacturing and industrial facility which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

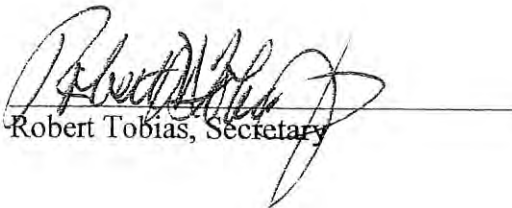
PASSED AND ADOPTED at a regular meeting of the Lockhart Economic Development Corporation held on this 13th day of March, 2017.

Lockhart Economic Development Corp.


Fermin T. Islas, Chairperson


Vance Rodgers, President

ATTEST:


Robert Tobias, Secretary

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, March 13, 2017, at 6:00 p.m. in the Upstairs Conference Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The company that desires to expand to Lockhart is Hill Country Foodworks LLC. The initial total investment is estimated at \$1,275,000 over the first three (3) years with a minimum of 20 newly created full time equivalent jobs making an annual average wage of \$30,250 during first three years of operation. The LEDC will be considering reimbursable incentives worth up to \$186,000 to be offered to the company to entice their expansion to Lockhart. All interested parties are encouraged to attend and present their views. Persons with disabilities that plan to attend this meeting should contact the City Secretary's office to arrange for assistance. Individuals who require aids or services for this meeting should contact City Hall at least two days before the meeting.

Lockhart Economic Development Corporation

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday – March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
308 WEST SAN ANTONIO STREET

Board Members Present: Fermin T. Islas, Chairperson; Morris Alexander, Ken Doran, Frank Estrada, Bernie Rangel; and Dyrall Thomas

Board Members Absent: Alan Fielder

6 of seven members were present creating a quorum of 6 at the time the meeting was called to order.

Staff Present: Vance Rodgers, President, Jeff Hinson, Vice President and Rob Tobias, Director Economic Development,

1. **CALL TO ORDER**

The Lockhart Economic Development Corporation meeting was called to order at 6:01 p.m. by Chairman Islas. The Chairman confirmed a quorum of 6 were present at the time the meeting was called to order.

2. **DISCUSSION AND/OR ACTION**

A. Discussion and/or action to consider approval of the minutes of January 11, 2017.

Motion to approve minutes as presented: Motion by: Morris Alexander Second by: Bernie Rangel Vote: 6 of 6

B. Discussion and/or action to consider acceptance of financials and sales tax report.

Motion to accept financial reports as presented: Motion by: Bernie Rangel Second by: Morris Alexander Vote: 6 of 6

C. Discussion and/or action regarding Resolution 2017-03 rescinding Resolution 2016-06 whereby Hill Country Food Works LLC planned to purchase 215 E MLK Jr Industrial Blvd and the vacant adjacent lot to the east and provide certain improvements to the structure

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Motion to approved Resolution 2017-03 as presented: Motion by: Morris Alexander Second by: Ken Doran Vote: 6 of 6

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
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- D. Discussion and/or action regarding LEDC President's recommendation to use LEDC funds to enhance the property at 215 E MLK Industrial Blvd by placing a structural select material pad on the north side of the building requiring rental of equipment/trucks and purchase of select fill materials all of which would not exceed \$8,549.

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3. PUBLIC HEARING

Open Public Hearing at: 6:12 PM

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LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, March 13, 2017 - 6:00 P.M.
CITY HALL UPSTAIRS MEETING AREA
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B. CLOSE PUBLIC HEARING

Close Public Hearing at: 6:15 PM

4. DISCUSSION AND/OR ACTION

- A. Discussion and/or action to consider Resolution 2017-04 approving the revised the Hill Country Foodworks LLC project and terms as an Economic Development 4B project and to recommend approval to the Lockhart City Council.

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Motion to approve proposed Economic Development Performance Agreement as presented.

Motion: Ken Doran *Second: Bernie Rangel* *Vote: 6 of 6*

5. **DISCUSSION ONLY**

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Mr. Rodgers stated that Benny Boyd Auto Group has a contract on the 20 acres south of Walmart along US-183. They are planning on building an auto facility that will be approximately 20,000-30,000 square feet and create up to 35 jobs. This will be brought before the LEDC Board for a possible 4B project in the near future should the company decide to proceed.

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6. **REPORTS/DISCUSSION**

A. Presentation related to Texas Capital Fund grant program was made by Mr. Rudy Ruiz of the Community Development Management Corporation, a Lockhart-based grant consultant.

Mr. Ruiz briefly outlined the pros and cons of this state grant program and its potential application in Lockhart. He also shared his experience with other federal and state grant programs that could be of value to the LEDC.

7. **ADJOURN**

Motion to Adjourn

Motion: Ken Doran Second: Bernie Rangel Vote: 6 of 6

Minutes approved this the _____ day of _____, 201____.

Fermin T. Islas, Chairman

Vance Rodgers, President, LEDC

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, March 13, 2017 - 6:00 P.M.

CITY HALL UPSTAIRS MEETING AREA

308 WEST SAN ANTONIO STREET

Page 4 of 4

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Economic Impact Data Sheet

City of Lockhart

The information requested on this form will be used by the City of Lockhart to prepare an economic impact analysis of your firm or project. Enter data in the fillable cells below. You may also enter additional information or notes in other areas of this worksheet, to the right or insert rows to enter other data. Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate. Please enter information in the fillable cells below and e-mail this completed survey form to:

vroddgers@lockhart-tx.org

Please call 512-398-3461 if you have any questions.

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

About the Firm

Name of the firm:

Current Address:

Phone Number: Fax Number:

Person completing this form:

Name of project:
(Example: ABC Corporation or Project Plastic)

Select each taxing district in which the firm or project is or will be located:

City:

County:

School District:

Road District:

Is or will the firm be located in the city limits? ☒ Yes

Is or will the firm be located at the airport? ☐ Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

We plan to purchase the existing building at 215 E MLK Industrial Blvd and add a new 5,000 sq ft warehouse.

The firm's primary North American Industry Classification System (NAICS)

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induce benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

The Firm's Taxable Assets, Employees and Operations

Market value of the firm's new or additional property purchased or constructed each year at its local facility that will be on local property tax rolls on January 1:

Year	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures and Equipment	Total
1	75000	700000	500000	1275000
2			100000	100000
3		100000	100000	100000
4				
5				
6				
7				
8				
9				
10				
Total				1475000

☒ Yes

Are building and improvements costs above for new construction?

Percent of construction costs for materials and labor:

Materials
Labor

50%

50%

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

50%

Percent of taxable spending by construction workers in the city/county and subject to sales taxes:

30%

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

20%

Expected city/county building permits and other fees to be paid during construction if applicable:

Year	Total City Permits and Fees
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total	

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual
increase after Year 1:

% 10

Year	Total Inventories
1	75000
2	
3	
4	
5	
6	
7	
8	
9	
10	

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

Year	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	2500	2500	1000	16000	3000	900	1800
2	2750	2750	1250	17000	3250	900	1800
3	3000	3000	1500	18000	3500	900	1800
4	3250	3250	1750	19000	3750	900	1800
5	3500	3500	2000	20000	4000	900	1800
6	3500	3500	2000	20000	4000	900	1800
7	3500	3500	2000	20000	4000	900	1800
8	3500	3500	2000	20000	4000	900	1800
9	3500	3500	2000	20000	4000	900	1800
10	3500	3500	2000	20000	4000	900	1800
Total	32500	32500	17500	190000	37500	9000	18000

Number of telephone lines at the firm

4

Percent of the firm's electricity and natural gas usage
for manufacturing or processing operations

80%

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Year	The Firm's Taxable Purchases	The Firm's Taxable Sales
1	25000	0
2	25000	0
3	25000	0
4	25000	0
5	25000	0
6	25000	0
7	25000	0
8	25000	0
9	25000	0
10	25000	0
Total	250000	0

Percent of annual increase after Year 1:

250000

0

Number of new full-time jobs to be added in the city each year:

(Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Example: If a firm relocates to the city and brings 50 existing employees, then enter 50 in year 1.

If a firm is relocating to the city, bringing 50 employees and will hire 10 additional workers in year 1, then enter 60 in year 1.

Year	New employees to be hired each year
1*	20
2	5
3	5
4	5
5	5
6	5
7	5
8	5
9	5
10	5
Total	65

New employees moving to the city:

Percentage of total new workers moving to the city

Year	Number of new employees moving to the city
1	14
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
Total	14

Average annual salaries of new employees in the first year:

 30250

Percent of expected annual salary increase after Year 1:

 3%

Percent of workers in new indirect and induced jobs that will move to the city for the job:

 0

Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:

 0

Household size of a typical new worker moving to the city:

 NA

Number of school children in a typical worker's household

 2

Percent of taxable shopping by a typical new worker that will be in the city:

 80%

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:

Percent of annual increase in the number of visitors:

Average number of days that each visitor will stay in the city:

Average daily taxable visitor spending, excluding lodging in the city:

Average number of nights that a typical visitor will stay in a motel in the city:

Average nightly room rate in a local motel:

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:

Percent of annual increase in the number of out-of-town truckers:

Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:

Percent of truckers that will stay one night in a local hotel or motel:

Airport Related Data:

Only complete this section if the project is located at the airport.

The firm's estimated number of gallons of fuel to be purchased from the airport and wholesale cost of fuel purchased:

Cost of Fuel:

Jet A

100 low-lead gasoline

Percent of fuel to be purchased:

Jet A

100 low-lead gasoline

Weighted average wholesale fuel rate per gallon

		Wtd Avg Wholesale Price per Gallon	The Firm's Total Fuel Costs
Year	Number of Gallons		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			

Percent of annual increase after Year 1: %

The firm's expected ground lease payments to the airport:

Number of square feet of land to be leased
Per square foot lease rate

Year	Ground Lease Payments
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total	

Percent of annual increase after Year 1:

The firm's expected airport infrastructure and maintenance fee to be paid to the airport:

Year	Airport Infrastructure & Maintenance Fee
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total	

Percent of annual increase after Year 1:

End of Project Data Entry

**LOCKHART CITY COUNCIL
REGULAR MEETING**

MARCH 7, 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 Benny Hilburn
Councilmember Brad Westmoreland

Staff present:

Vance Rodgers, City Manager
Jeff Hinson, Finance Director

Connie Constancio, City Secretary

Citizens/Visitors Addressing the Council: None.

Work Session 6:30 p.m.

Mayor White expressed condolences and get well wishes to the citizens of Lockhart and other individuals that were involved in a tragic bus accident in Biloxi, Mississippi this afternoon.

Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF FEBRUARY 21, 2017.

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

B. DISCUSS 2016 RACIAL PROFILING REPORT AS PRESENTED BY THE LOCKHART POLICE DEPARTMENT.

Chief Pedraza presented the report and stated that the report was required to be submitted annually to the Texas Commission of Law Enforcement and Standards and Education.

C. DISCUSS ANNUAL SERVICES AGREEMENT WITH MOTOROLA, INC., IN THE AMOUNT OF \$136,328.64 OF WHICH \$56,803.60 IS FOR THE 215 CITY OF LOCKHART RADIOS TO COVER MAINTENANCE, REPAIRS, AND REPLACEMENT OF THE 700/800 MHZ RADIO INFRASTRUCTURE SYSTEM WHICH SUPPORTS RADIO COMMUNICATIONS FOR THE CITY OF LOCKHART, CONCESSIONS GROUP, CALDWELL COUNTY, CITY OF LULING, AND THE CITY OF MARTINDALE FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 WITH EACH ENTITY PAYING ITS SHARE OF THE COSTS BASED ON THE NUMBER OF RADIOS USING THE SYSTEM ACCORDING TO THE EXISTING INTERLOCAL AGREEMENT, AND APPOINTING THE MAYOR TO SIGN THE CONTRACT AGREEMENT.

Mr. Rodgers stated that the City of Lockhart and Caldwell County have more than \$1million in radio communications equipment. This system provides radio communication capabilities for the City of Lockhart, Caldwell County, City of Luling, and the City of Martindale. The Concession Group (SH 130) now has six radios in the system as approved by the Lockhart City Council and they will pay their fair share. The warranty for this Motorola equipment ended in February of 2012. The proposed agreement covers maintenance, repairs, and replacements for the radio system from October 1, 2017 through September 30, 2018. The cost of \$136,328.64 will be shared by all entities who benefit from the radio

system based on the number of radio units in service. The cost under the Motorola Agreement for Lockhart's 215 radios is \$56,803.60 for the Fiscal Year 2017-2018 budget period. Mr. Rodgers recommended approval. There was discussion.

D. DISCUSS DRAFT SCOPE OF WORK FOR A PARKS MASTER PLAN AND TO ADVERTISE REQUEST FOR PROPOSALS (RFP) WITH ANY CHANGES SUGGESTED BY COUNCIL.

Mr. Rodgers stated that one of the priorities identified during the budget process and, also by the Parks Advisory Board was to update the Parks Master Plan. The current plan is more than 10 years old. The Parks Advisory Board reviewed the draft Scope of Work and had minor recommendations. Mr. Rodgers requested permission to pursue Request for Proposals (RFP) as presented with any suggested changes that the Council may have. There was discussion about the RFP process and the Steering Committee. Mr. Rodgers stated that the RFP will be returned to the Council for final consideration after changes are made, and to consider appointments to the Steering Committee.

E. DISCUSS CITY MANAGER'S RECOMMENDED USE OF UNRESTRICTED GENERAL FUND BALANCE IN THE AMOUNT OF \$265,000 TO PURCHASE THREE (3) POLICE PATROL CARS (\$132,000), ONE (1) CRIMINAL INVESTIGATION DIVISION (CID) VEHICLE (\$22,000), ONE (1) PICKUP FOR STREETS (\$20,000), ONE (1) PICKUP (\$23,000), TWO (2) COMMERCIAL MOWERS (\$18,000) FOR PARKS AND REMODELING OFFICES/MEETING AREAS AT CITY HALL (\$50,000).

Mr. Rodgers stated that the Fiscal Year 2015-2016 audit has been completed. During the Fiscal Year 2016-2017 budget process, departments identified needs that were unfunded. Because of two new patrol officers being added, and two very old existing patrol units, at least three new patrol cars are needed. A new Criminal Investigation Division (CID) vehicle is also needed because an additional investigator will be added in that division. Five patrol vehicles in the police fleet have more than 100,000 miles on them. A new pickup in each of the Streets and Parks Departments are also needed. Parks also needs two new zero turn commercial mowers to replace aging and high maintenance units. Gaining more office space and meeting areas at City Hall are needed for the following reasons: 1) one office in accounting will be eliminated with the addition of the elevator; 2) the Human Resource Department/Civil Service Director needs a private area to handle personnel issues, and; 3) more meeting areas are needed to accommodate multiple meetings at the same time. Dividing the large meeting room downstairs into two or three meeting areas can be accomplished with suspended sliding room dividers. Often there are insufficient rooms at City Hall for concurrent meetings with the public, developers, business owners, and committee meetings. Mr. Rodgers recommended approval. There was discussion.

F. DISCUSS RECOMMENDATION BY CITY MANAGER THAT AN OLD COMMERCIAL MOWING UNIT BE DONATED TO THE LOCKHART YOUTH SOCCER ASSOCIATION (LYSA) IN THE INTEREST OF A PUBLIC PURPOSE SINCE IT WILL BE USED SOLELY BY LYSA TO MAINTAIN SOCCER FIELDS AT THE CITY OWNED CPL. JASON K. LAFLEUR SPORTS COMPLEX.

Mr. Rodgers stated that with City Council's approval of the use agreement with the LYSA for the Cpl. Jason K. LaFleur Sports Complex and with Council's approval of the purchase of two new commercial mowers, it is recommended that one of the older mowing units be given to LYSA in the interest of a public purpose to be solely used to maintain the fields at the City owned facility. This reduces the mowing responsibilities of the City Parks crew. Even though the used unit has many operational hours, with some repairs it will be sufficient for LYSA to maintain mowing operations at the fields at the intervals they need. LYSA has room in a storage unit at the complex for the mower. Mr. Rodgers recommended approval. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:00 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 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Invocation - Ministerial Alliance.

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. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A, 4B, 4C, 4D, 4E, and 4F. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 4A: Approve minutes of the City Council meeting of February 21, 2017.
- 4B: Approve 2016 Racial Profiling Report as presented by the Lockhart Police Department.
- 4C: Approve annual services agreement with Motorola, Inc., in the amount of \$136,328.64 of which \$56,803.60 is for the 215 City of Lockhart radios to cover maintenance, repairs, and replacement of the 700/800 mhz radio infrastructure system which supports radio communications for the City of Lockhart, Concessions Group, Caldwell County, City of Luling, and the City of Martindale from October 1, 2017 through September 30, 2018 with each entity paying its share of the costs based on the number of radios using the system according to the existing interlocal agreement, and appointing the Mayor to sign the contract agreement.
- 4D: Approve a draft Scope of Work for a Parks Master Plan and to advertise Request for Proposals (RFP) with any changes suggested by Council.
- 4E: Approve City Manager's recommended use of Unrestricted General Fund Balance in the amount of \$265,000 to purchase three (3) Police Patrol cars (\$132,000), one (1) Criminal Investigation Division (CID) vehicle (\$22,000), one (1) pickup for Streets (\$20,000), one (1) pickup (\$23,000), two (2) commercial mowers (\$18,000) for Parks and remodeling offices/meeting areas at City Hall (\$50,000).
- 4F: Approve recommendation by City Manager that an old commercial mowing unit be donated to the Lockhart Youth Soccer Association (LYSA) in the interest of a public purpose since it will be used solely by LYSA to maintain soccer fields at the city owned Cpl. Jason K. LaFleur Sports Complex.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to various boards, commissions or committees.

Councilmember Westmoreland made a motion to reappoint board members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Airport Board	Jayson "Tex" Cordova
Board of Adjustment	Severo Castillo
Construction Board (Alternate)	Gary Shafer
Eco Dev. Revolving Loan	Edward Strayer
Eco Dev. Corp. ½ Cent Sales Tax	Frank Estrada
Historical Preservation	Terrance Gahan
Library Board	Rebecca Lockhart
Parks and Recreation	Dennis Placke
Planning & Zoning	Christina Black

Councilmember Hilburn made a motion to reappoint board members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Airport Board	Ray Chandler
Board of Adjustment	Anne Clark, Vice-Chair
Board of Adjustment	Nic Irwin (Alternate)
Board of Adjustment	Kirk Smith (Alternate)
Construction Board	Jerry West, Vice-Chair
Eco Dev. Revolving Loan	Lew White, Chair
Eco Dev. Corp. ½ Cent Sales Tax	Ken Doran
Electric Board	Thomas Stephens
Historical Preservation	Ronda Reagan
Library Board	Jean Clark Fox, Chair
Parks and Recreation	William Burnett
Planning & Zoning	Philip McBride, Chair

Councilmember Michelson made a motion to reappoint board members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Airport Board	Mark Brown, Vice-Chair
Board of Adjustment	Wayne Reeder
Construction Board	Rick Winnett
Eco Dev. Revolving Loan	Frank Coggins
Eco Dev. Corp. ½ Cent Sales Tax	Morris Alexander
Electric Board	James Paul Denny, Vice-Chair
Historical Preservation	Kathy McCormick
Library Board	Donaly Brice
Parks and Recreation	Russell Wheeler
Planning & Zoning	Mary Beth Nickel

Mayor Pro-Tem Sanchez made a motion to reappoint board members as listed below. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

Airport Board	Andrew Reyes
Board of Adjustment	Laura Cline, Chair
Construction Board	Paul Martinez
Eco Dev. Revolving Loan	Irene Yanez
Eco Dev. Corp. ½ Cent Sales Tax	Bernie Rangel
Historical Preservation	Juan Alvarez, Jr.
Library Board	Jodi King
Parks and Recreation	Chris Schexnayder
Planning & Zoning	Philip Ruiz, Vice-Chair

Councilmember Mendoza made a motion to reappoint board members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Airport Board	Larry Burrier
Board of Adjustment	Lori Rangel
Construction Board	Mike Votee
Eco Dev. Revolving Loan	Ryan Lozano
Eco Dev. Corp. ½ Cent Sales Tax	Dyral Thomas
Electric Board	Thomas Herrera
Historical Preservation	Victor Corpus
Library Board	Shirley Williams
Parks and Recreation	Linda Thompson-Bennett
Planning & Zoning	Marcos Villalobos

Councilmember Castillo made a motion to reappoint board members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Airport Board	Reed Coats
Board of Adjustment	Juan Juarez
Construction Board	Israel Zapien
Eco Dev. Revolving Loan	Rudy Ruiz
Eco Dev. Corp. ½ Cent Sales Tax	Fermin Islas, Chair
Electric Board	James Briceno
Historical Preservation	Ron Faulstich
Library Board	Donnie Wilson
Parks and Recreation	James Torres
Planning & Zoning	Manuel Oliva

Mayor White made a motion to appoint Barbara Gilmer to the Revolving Loan Committee and to reappoint all other board members as listed below. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

Airport Board	John Hinnekamp
Board of Adjustment	Mike Annas
Construction Board	Ralph Gerald
Eco Dev. Revolving Loan	Barbara Gilmer
Eco Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair
Electric Board	Joe Colley, Chair
Historical Preservation	John Lairsen
Library Board	Stephanie Riffin
Parks and Recreation	Albert Villalpando, Chair
Planning & Zoning	Bill Faust
ETJ Rep-Impact Fee Advisory Comm	Larry Metzler

ITEM 6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE DISCUSSION.

- Update: US Hwy 183 expansion project, Blackjack to Wal-Mart; the last design puts all drainage waters on the west side until it gets down to the ditch between Smith Supply and Walmart; West side almost complete.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 98% complete; patching and paving of streets should be completed within the next 10 days, weather-permitting.
- Update: E. Walnut Street Neighborhood Drainage Project, utility clearance work completed; contract putting down first course of base and then will start the curbing.
- Update: Bid advertisements for the Ash, Comal, and Pine Street Drainage Project are planned now for mid-March; utility clearances by the gas company are pending. We will wait on bidding out to conflict with City crews working on water/sewer clearances; a neighborhood meeting will be set up after the bidding but before the project starts.
- Update: Utility main extension projects in western corridor are being designed and will be ready for bid in about 60 days.
- Reminder: Welcome to Spring Event in City Park on Saturday, March 18 with Kid Fish, Bouncy House, Free Hot Dogs, Petting Zoo, and Chamber Chili Cook-off.
- Reminder: Lockhart Cowtown Stroll, Saturday, April 1, Downtown.
- Reminder: City Wide Residential Spring Clean Up starts first Wednesday in April.
- Reminder: Don't Mess with Texas Trash Off on Saturday, April 8th.
- Reminder: 11th Annual Lockhart Kiwanis 5K Stampede or 1K Fun Run/Walk, Saturday, April 15th.
- Announcement: Taking City Pool Lifeguard Applications.
- Announcement: Been working with the Texas Mustang Club which will have about 300 Mustangs on display in town on Saturday, April 15.

ITEM 7. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.

Councilmember Westmoreland encouraged citizens to support the youth at sporting events.

Councilmember Mendoza expressed prayers to those involved in the tragic bus accident. He thanked Council for donating the mower to the Lockhart Youth Soccer Association.

Mayor Pro-Tem Sanchez expressed condolences to the family of Rose Marie Munoz for their loss and she expressed prayers to those involved in the tragic bus accident. She congratulated participants and winners in the 4H Livestock show this past weekend. The Greater Caldwell County Hispanic Chamber of Commerce (GCCHCC) will host their annual banquet on March 18.

Councilmember Hilburn expressed prayers, condolences and get well wishes to all involved in the tragic bus accident.

Councilmember Castillo expressed prayers to all involved in the tragic bus accident. He congratulated the Lady Lion powerlifting team for advancing to compete at the State level. He wished everyone good luck in all sporting events and thanked Mr. Rodgers and the Water Department for the continued work on infrastructure improvements in District 2. He wished everyone a safe spring break.

Councilmember Michelson expressed prayers to the victims involved in the tragic bus accident. He congratulated the 4H Livestock show for the successful fundraising event. He wished Brad Westmoreland a Happy Birthday this Saturday.

Mayor White expressed condolences and get well wishes to the victims in the bus accident. He announced several activities in March and April.

ITEM 8. 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 7:55 p.m.

PASSED and APPROVED this the 21st day of March 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: 3-21-2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>[Signature]</i>		City Manager <i>[Signature]</i>		
				2-28-2017
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 PROPOSED FIVE (5) YEAR AGREEMENT WITH THE LOCKHART YOUTH SOCCER ASSOCIATION (LYSA) FOR USE OF THE CPL. JASON K. LAFLEUR SPORTS COMPLEX WHEREBY LYSA WOULD TAKE OVER CERTAIN MAINTENANCE AND OPERATIONAL RESPONSIBILITIES IN EXCHANGE FOR DEFINED CONTROL OF THE FIELDS AND CONCESSION STAND, AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED BY COUNCIL				
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				
Staff has been working with LYSA on a five (5) year agreement whereby LYSA would take over certain maintenance and operational responsibilities of the Cpl. Jason K. LaFleur Sports Complex in exchange for defined control of the fields similar to the agreement the City has had with the Lockhart Little League Association for several years. LYSA would take over mowing and maintenance of the fields, cleaning and general maintenance of the concessions stand and restrooms, empty trash barrels, and perform litter pick up. The City Parks Crew would still mow the areas outside the fields. LYSA would have the authority to rent out the fields under certain conditions to other non-profit organizations and groups and keep the revenues from such rentals. LYSA reviewed and approved the agreement before it was taken to the Parks Advisory Board which approved it with very minor suggested changes.				
STAFF RECOMMENDATION				
Staff respectfully requests approval of the agreement as presented.				
List of Supporting Documents: Proposed LYSA Agreement, Parks Advisory draft minutes		Other Departments, Boards, Commissions or Agencies: Parks Advisory Board 42		

STATE OF TEXAS

COUNTY OF CALDWELL

)
)
)

CITY OF LOCKHART

JASON K. LAFLEUR FIELD COMPLEX USE AGREEMENT

This Agreement is made between the City of Lockhart, Texas, a municipal corporation organized under the laws of the State of Texas, having its principal office at 308 W. San Antonio Street, Lockhart, Texas 78644, referred to as "the City," and the Lockhart Youth Soccer Association, a non-profit entity having its principal office at 925 W Live Oak Street, Lockhart, Texas 78644, referred to as "LYSA."

The City recognizes that the LYSA Youth Field Programs (the "Programs"), consisting of supervised, competitive athletic and recreational events for children, adolescents, and teenagers, non-adult, serve a public purpose by providing for the recreational needs of Youth in the City.

The LYSA, a 38 year old volunteer organization dedicated to youth soccer recreation, and the City have worked together to provide these programs since 2005 at the Jason K. Lafleur Field Complex ("the Complex"), and have helped more than 350 youths each year since that time. The LYSA has made significant improvements to the Complex including field irrigation, storage facility, goals, and other amenities, and the LYSA continues to use its funds to improve the Complex.

Based on the relationship of the parties and the public purpose served thereby, the City and the LYSA enter into this Use Agreement under the following conditions:

I. Recitals

1. The City is the owner of the Complex, located at 1507 Maple Street, Lockhart, Texas and consisting of approximately 28 acres with concession facilities, restroom facilities, and other improvements. The Complex is used as multi-purpose fields and soccer fields for team games, practicing, and tournaments. Any reference to the Complex in this agreement includes any one or all fields, structures, and related areas and improvements thereon.
2. The LYSA is experienced in the maintenance and repairs of the Complex and has regular use of the Complex. The LYSA primarily serves youths in the City of Lockhart, Texas.
3. The City desires to enter into an agreement with the LYSA for the exclusive operation and general maintenance of the Complex, and the LYSA desires to have such exclusive operation and general maintenance on the terms and conditions set forth in this agreement.

Therefore, in consideration of the mutual covenants set out herein, the City and the LYSA agree as follows:

II. Term

The term of this agreement is five (5) years from the date of its execution by the parties. This agreement may be extended for another five (5) year term upon written request by the LYSA, and approval of the Lockhart City Council. Any renewal request by LYSA must be in writing and be received by the City at least 30 days prior to the end of the initial term. This agreement applies to the full twelve months of each year of the term, rather than for the soccer season only, except as otherwise provided herein.

III. Use

The Complex will be used for conducting Youth Field Programs by the LYSA, and will be used by other organizations and individuals as described herein.

Youth Field Programs and other organized uses conducted at the Complex shall be sponsored by *non-profit organizations only*, and shall be open to all persons, regardless of race, color, religion, national origin, or ability and any other federally protected groups.

IV. Improvements and Alterations to the Field Complex

Upon assuming the operation and maintenance of the Complex, the LYSA shall submit in writing to the City any recommended improvements and alterations to the Complex, and any other matters that will enhance its efficient use or management. All plans and specifications for improvements and alterations must be approved in writing by the City. Improvements and alterations must conform to the current standards as specified by the Texas Parks and Wildlife Department and other state, local and federal law, including City ordinances. After conferring with the City and obtaining approval to make improvements and alterations, the LYSA will undertake completion of the improvements and alterations at the sole expense of the LYSA, unless otherwise agreed upon by the City and the LYSA in writing. Utilities, including electrical wiring, must be placed by qualified/licensed individuals underground as required by the Texas Parks and Wildlife Department. Any improvements or alterations to the Complex, including the fields, cannot be done without written permission of the City Parks Manager and/or Public Works Director. Such improvements or alterations must be completed by LYSA in a timely manner.

Advertising signs at the Field Complex must be approved in writing by the LYSA and the City, and are permitted only on fences or as temporary attachments to the concession stand, causing no damage, and only during the seasonal soccer play.

V. Use of the Field Complex by Other Organizations or Individuals

Other certified non-profit organizations/groups (the "Organization(s)") may request the use of the Complex and will be given *reasonable access to the fields* where no conflicts exist with use of the Complex by the LYSA or other scheduled events. Such requests are to be made in writing to the LYSA Board for approval, and will be provided by the LYSA to the City's Parks Manager and/or Public Works Director. Organizations shall provide to the LYSA adequate general liability insurance coverage naming LYSA and the City of Lockhart as additional insureds, and provide assurances of safe use of the Complex to LYSA and the City.

Each certified non-profit Organization shall agree to return the Complex to the condition that it was in prior to the Organization's use of it, and to repair any damage done to the Complex before or immediately upon completion of the games/tournaments.

Organizations shall pay to the LYSA the following fees for the use of the Complex:

- \$100.00 per month per field, single team practice;
- \$30.00 per team per tournament;
- \$100.00 per field for a cleaning and repair deposit, to be applied against any costs incurred by the LYSA or the City for cleaning and repairing the Complex after use by the certified non-profit Organization, including but not limited to replacing field markers, field paint, and dirt. LYSA may choose to refund the deposit if the Organization performs such tasks to LYSA's satisfaction; and
- \$60.00 per month, per field, to the City as a lighting fee for the use of the lights at the Complex, where such use shall occur at or after sundown. Proof of payment must be provided to LYSA by the certified non-profit Organization.

LYSA and the City recognize that the complex is public property that can be used by families, individuals and groups for general recreation when there is no conflict with the City, LYSA, or other scheduled events or uses as provided herein.

The City's Parks and Recreation Department may use the Complex at no charge when the Complex is not scheduled for league play or maintenance, and after receiving clearance from the LYSA. Use of the Complex by a school district shall require an Interlocal Agreement among the City, the LYSA, and the school district.

The Complex fields will not be used as practice fields except as approved in writing by the LYSA Board or designated President or Vice-President during the LYSA soccer season. LYSA will not unreasonably deny use of the fields.

VI. City Maintenance, Repair, and Services at the Complex

The City shall provide the following maintenance, repairs and services at the Complex:

1. Maintain Complex and parking area lighting. Requests for light bulb replacement or maintenance of lighting equipment must be made via email to the City Parks and Recreation Department. A total of two light bulbs must be burned out prior to any request. Please allow time for this process to take place. .
2. Mow and weed-eat common areas (areas outside playing surfaces) identified in Attachment A, and treat the fields and common areas for fire ants, bees, and other insects once at the beginning of each seasonal play. Subsequent treatments during the season shall be the responsibility of the LYSA and in compliance with pest control laws.
3. Provide water, electricity and wastewater utilities, subject to reimbursement as provided in this agreement. Any excessive use will be addressed with LYSA. It is the responsibility of LYSA to ensure that utilities are used in a responsible manner.
4. Where the City must make repairs for damages to the Complex as a result of negligence or misuse by the LYSA or Organizations, the LYSA shall reimburse the City for the costs of such repairs within a reasonable period of time.
5. Respond within 14 days to requests for maintenance and repairs to the Complex as provided herein. If the City cannot make repairs or perform maintenance within this time frame, City will notify LYSA. If a health or safety problem arises at the Complex, LYSA will protect the public from the problem as best it can, shall halt all or a part of the use of the Complex as deemed necessary by LYSA, and must immediately report it to the City. Requests for maintenance and repairs must be made by email to the Parks Manager of the Lockhart Parks and Recreation Department.

VII. LYSA Maintenance, Repairs, and Services at the Complex

LYSA shall provide all maintenance, repairs and other services for the Complex not provided by the City in this agreement, including but not limited to:

1. Marking and lining the fields as needed.
2. Keeping the fields and common areas, including parking lots, free of litter during use by the LYSA, Organizations and/or individuals, and shall empty trash receptacles.
3. Clean the Complex restrooms, concession stand, and other facilities during use by the LYSA, certified non-profit Organizations, and/or individuals.
4. Control lights and other utility usage at the Complex. Where such utilities are misused, the City may immediately stop providing such utilities and/or require the misusing organization or individuals to pay for additional usage;

5. Abide by the City's Parks and Recreation Department Water Conservation Plan;
6. Conduct background checks on all LYSA coaches and volunteers and keep such records for at least 3 years.
7. Pay to the City \$50.00 per field per year as a general use fee.
8. Perform normal maintenance and provide materials (cleaning, painting, tightening, straightening, alignments, plumbing stoppages, interior light bulbs, toilet paper, paper towels, etc.) for the Complex concession building, bleachers, posts, restrooms, scoreboards, and concession appliances.
9. Perform all mowing, weed-eating, and dirt work on the fields to provide neat and safe fields. The City will provide sand and/or loam for the fields as needed, upon request of LYSA and approval of the City.
10. Announce before each game that alcohol is not allowed at the Complex and that violators will be reported to the Lockhart Police Department.
11. Ensure that coaches, players, spectators and others conduct themselves in an appropriate manner for a family recreational setting, and if necessary call the Lockhart Police Department to stop unruly behavior.
12. Use its best efforts to insure that the Complex is maintained in an attractive condition and in a good state of repair, including off-season.
13. In addition to the foregoing, perform all services that are reasonable and necessary for the operation and maintenance of the Complex during the term of this agreement, unless otherwise directed by the City.

VIII. Sales of Goods at the Complex

Only LYSA and Organizations may sell goods at the Complex, and only during games or tournaments. Goods shall consist of food, non-alcoholic beverages, and items related to sport being played by LYSA or the Organization. The income from such sales shall be the property of the LYSA or Organization. The LYSA retains the right to approve or disapprove all concession stand usage at the Complex. All certified non-profit Organizations that wish to use a concession stand or sell goods at the Complex must receive written approval by the LYSA and the City, and must conform to all city, county, and state food, health, and other applicable regulations, ordinances and statutes.

IX. Annual Reporting Requirements

The LYSA shall provide the following information to the City on an annual basis:

1. On December 1 of each year, a completed set of forms promulgated by the City's Parks and Recreation Department which provide information regarding the use of the Complex by LYLSA and Organizations.
2. A report providing the following information:
 - a) A list of at least five (5) officers and board members of the LYSA, with addresses and phone numbers, who shall be responsible for the LYSA financing of the Youth Field Programs;
 - b) Programs information as determined by the City;
 - c) Complex information as determined by the City;
 - d) A financial statement of the LYSA;
 - e) Other information regarding LYSA and/or the Complex and its use as determined by the City;
 - f) A copy of the LYSA's current insurance policy, naming the City of Lockhart, Texas as additional insured; and
 - g) A copy of the official documents proving the LYSA's current non-profit status.

X. Insurance

During the use of the Complex by the LYSA and Organizations, beginning with registration of players and through the entire season of play, the LYSA must carry liability and property damage insurance, naming the City of Lockhart, Texas as an additional insured. The insurance coverage must insure against any and all injuries (including death) and damages arising in any way from the use or operations of the Complex. The amounts of coverage must be \$25,000 in property damage, and \$100,000 per person/\$300,000 per occurrence for personal injury and public liability. The primary insured shall be the LYSA, and an insurance policy naming as primary insured any other person or organization will not meet the requirements of this section. The LYSA shall bear the cost of such insurance coverage. The City will cooperate with the LYSA and any insurer in the making and delivery of all reports, notices, and other items required in connection with the insurance policy.

XI. Termination

Either party may terminate this agreement with 90 days' written notice to the other party.

If the LYSA materially breaches any of the terms of this agreement, including but not limited to the failure to maintain the Complex or provide needed repairs as described

herein, or the failure to submit the yearly set of completed forms to the Parks and Recreation Department on December 1 of each year, then the City will give the LYSA written notice of the breach. If the LYSA fails to remedy the breach within thirty (30) days after receiving such notice in writing, the City may terminate this agreement.

LYSA's failure to obtain and maintain insurance as provided in this agreement shall be a material breach of this agreement, and is ground for immediate termination of this agreement by the City.

The cessation of Youth Field Programs by the LYSA, or the termination of the LYSA as an active non-profit organization, will result in the immediate termination of this Agreement.

Upon the termination of this agreement or any extension of it, LYSA will leave the Complex in good condition and properly maintained. Within 3 working days of the termination, LYSA will remove all items belonging to LYSA and/or any Organization unless otherwise agreed to by the City.

XII. No Property Interest Created

Nothing contained in this agreement is to be deemed to create or is to be construed as creating in the LYSA or any other person or entity any property interest in or to the Complex.

XII. Licensing of the LYSA

The LYSA must at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by the LYSA on behalf of the City.

XIV. Independent Contractor

In following their respective obligations under this Agreement, the parties are and shall act at all times as independent contractors and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

XV. Notice

Except as otherwise provided herein, all notices, requests, demands, or other communications under this agreement must be in writing, and will be deemed to have been duly given if delivered in person, or within three (3) days after deposited in the United States mail, postage prepaid, to the City at 308 W. San Antonio Street, Lockhart, Texas 78644, or to the LYSA at 925 W Live Oak Street, Lockhart, Texas 78644. Either party to this agreement may change the address at which it receives written notices by so notifying the other party in writing.

XVI. Assignment

This agreement is personal to the LYSA and is not assignable. Any attempt to assign the Agreement by the LYSA will immediately terminate the Agreement.

XVIII. Effect of Partial Invalidity

If any section or any part of any section of this agreement is rendered void, invalid, or unenforceable by a court of law, for any reason, such determination will not render void, invalid, or unenforceable any other section or part of any section in this agreement.

XIX. Integration

The drafting, execution, and delivery of this agreement by the parties have been induced by no representations, statements, warranties, or agreements, other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to its subject matter, unless expressly referred to in this agreement

XX. Attorney Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party will be entitled to recover court costs and reasonable attorney fees.

XXI. Modification

This agreement may not be modified unless the modification is in writing and signed by both parties to this agreement

XXII. Authority

Each party acknowledges that the person signing this agreement has full and legal authority to sign this agreement for the party.

City of Lockhart, Texas,
A Municipal Corporation

By: _____
Vance Rodgers, City Manager

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2017

Notary Signature

Lockhart Youth Soccer Association,
A Texas Non-Profit Entity

By: _____

Amy Limas, President

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2017

Notary Signature



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: March 21, 2017				
Department: City Secretary			Initials	Date
Department Head: Connie Constancio		Asst. City Manager		
Dept. Signature: <i>Connie Constancio</i>		City Manager <i>[Signature]</i>		<i>3-17-2017</i>
Agenda Item 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 type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding implementing the new website of the City of Lockhart, Texas and authorizing staff to proceed with all aspects involved in the transition.				
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 checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:		PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Budget			\$2,000	\$2,000
SUMMARY OF ITEM				
<p>On April 5, 2016, Council awarded a contract to ezTask for the new website design, content migration and web hosting. A one-time initial cost of \$7,990 covered the software and the content migration of pages from our current website to the new website. A recurring annual fee of \$2,000 will be budgeted for website hosting. ezTask completed the content migration in January 2017. Staff thereafter worked with department heads to make changes to the content, page view and to update documents on the pages that pertain to their department. The review and updates are now complete for the most part yet a few pages remain unchanged, such as job postings, that will be updated right before going live.</p> <p>Benefits of the new website:</p> <ul style="list-style-type: none">• User friendly for website visitors and staff.• On-line forms available such as "Have a Concern?" as added to the HOMEPAGE. Additional forms can also be created to suit a department or situation as necessary.• Departments will be able to update their pages. Admin staff will approve all updates before publishing.• Council agenda along with backup material (packets) will now be available on-line in addition to minutes.• On-line training available for staff. <p>ezTask is ready to begin the process to go LIVE when directed by staff.</p> <p>If approved, staff will give Dot Command Center, LLC (DCC) a 30 day notice to terminate web hosting as required in the current contract.</p>				
STAFF RECOMMENDATION				
Staff recommends approval.				
List of Supporting Documents: <ul style="list-style-type: none">• History of Council minutes pertaining to the contract approval.• DCC Professional Services Agreement.• Sample of 30-day notice to DCC.		Other Departments, Boards, Commissions or Agencies: <ul style="list-style-type: none">• ezTask• Dot Command Center, LLC <div style="text-align: right;"><i>52</i></div>		

F. DISCUSS THE PURCHASE OF AN AMBULANCE WITH DESIRED SPECIFICATIONS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED \$200,000.

Mr. Rodgers stated that a presentation was made at the last Council meeting regarding the need to purchase a new ambulance as soon as possible; another one will be needed in the Fiscal Year 2016-2017 budget. Council granted permission to the City Manager to approach the County Commissioners' Court about helping to fund the purchase of two ambulances, one for current budget year and one for Fiscal Year 2016-2017. The City Manager, along with EMS Director, Erik Olufs, made a presentation to the Commissioners' Court on Monday, February 22. The City Manager told the Court that he did not know if 1115 Medicaid Funds had been kept back in County coffers to help fund the County's 50% share of the ambulance purchases. He also told the Court that he realized that this purchase was in the middle of the County budget year, but that he would propose to the City Council to proceed with the purchase even if the County could not fund 50% of the first ambulance at this time. He suggested, with the approval of the City Council, that Lockhart could pay for the first ambulance and then the County could pay for the second needed ambulance in the Fiscal Year 2016-2017 budget year. The Commissioners tabled how to fund the purchase until their March 14th meeting, which is the day before the next Council meeting so we would not have the time to properly post the item. The item would then have to be taken to the first meeting in April. Mr. Rodgers recommended, in the interest of time, permission to proceed with ordering the ambulance through HGAC with the understanding that one-half of the funding could come from the County or possibly 100% from City ambulance funds for this ambulance in which case the County would fund 100% of the next ambulance in the Fiscal Year 2016-2017 budget. There was discussion.

G. DISCUSS AWARDING CONTRACT TO EZTASK OF RICHMOND, TEXAS, IN THE AMOUNT OF \$7,990 FOR A WEBSITE REDESIGN FOR THE CITY OF LOCKHART, TEXAS.

Ms. Constancio stated that in the past couple of years, staff has noticed that the public does not find the City of Lockhart's website to be user friendly and some Councilmembers have asked that a redesign be explored. The following information is the result of the redesign exploration.

In December 2015, staff received quotes and conducted on-line demonstrations from four vendors, DotCommand Center (City's current website service), ezTask, Civic Plus, and Vision Internet to redesign the City of Lockhart's website. The lowest bid is by DotCommand Center in the amount of \$6,000 plus. ezTask is the second lowest bid in the amount of \$7,990.

The Council viewed websites of other cities that currently utilize ezTask's Titanium package as a sample of a possible redesign for the City of Lockhart's website.

Connie Constancio and Julie Bowermon are currently the only two employees that have the knowledge to maintain the website that is hosted by DotCommand Center (DCC). DCC has been great to work with and Ms. Vickie Finney is always helpful with troubleshooting or fixing website update errors.

Staff is seeking a company to redesign and host the City of Lockhart's website that is welcoming and user friendly for citizens and also user friendly for staff. Staff's goal is to enable departments to maintain pages that pertain to their department after the initial web content migration that is user friendly in a drag and drop or almost MS Word type of software. After viewing demonstrations from all four website vendors, staff has determined that both ezTask and CivicPlus offer these options and both are user friendly to website visitors and staff. Vision Internet also has a great product yet the cost of \$24,000 is over the budgeted amount of \$14,000. DCC will provide website visitors with an easier user capability,

HISTORY

upgraded website software that has improved in regards to features involving fonts, uploading photos/PDFs yet the software is limited to templates created by DCC and still requires some knowledge of HTML. For this reason, staff recommends awarding the website redesign service to ezTask of Richmond, Texas.

There was discussion about researching why other cities chose CivicPlus over ezTask.

H. DISCUSSION REGARDING SETTING A DATE, TIME, AND PLACE TO HOST THE TEXAS MUNICIPAL LEAGUE REGION (TML) 10 MEETING IN LOCKHART IN SEPTEMBER 2016 AND DISCUS ANY OTHER ASPECTS PERTAINING TO THE MEETING.

After discussion, the consensus of the Council was to host the TML Region 10 meeting on Thursday, September 22, 2016 at Smitty's Barbecue meeting room from 6-9 p.m.

RECESS: Mayor White announced that the Council would recess for a break at 7:35 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 7:50 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Invocation - Ministerial Alliance.

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. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 4A, 4B, 4C, and 4D. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 4A: Approve minutes of the City Council meeting of February 16, 2016.
- 4B: Award contract to QroMex Construction Company, Inc., of Granite Shoals, Texas, in the amount of \$1,749,253 for drainage, street, and utility improvements for the Richland Drive Drainage Project and the Wichita-Mesquite-Braden Drainage Project and appointing the Mayor to sign all contractual documents if approved.
- 4C: Approve Ordinance 2016-06 establishing the classifications within the Fire Department and authorizing the number of employees in each classification.
- 4D: Approve Ordinance 2016-07 repealing un-codified Ordinance 2016-03 in its entirety and adopting this Ordinance regarding the City Personnel Policy Manual removing performance or merit pay for Police and Fire personnel and adopting a Step Pay Plan for Police and Fire Departments under Civil Service.

A. PRESENTATION OF CERTIFICATES OF RECOGNITION TO PACK 109 CUB SCOUTS, DEN 1 FOR THEIR DEDICATION TO THE COMMUNITY FOR RAISING AWARENESS OF THE NEED AND BENEFIT OF RECYCLING.

Mayor White presented Certificates of Recognition to Cub Scouts, Pack 109, Den 1 and commended them for helping raise awareness about recycling.

B. PRESENTATION OF CERTIFICATES OF APPRECIATION TO CROSSING GUARDS OF THE LOCKHART INDEPENDENT SCHOOL DISTRICT FOR THEIR DEDICATION TO THE SAFETY OF OUR CHILDREN WHEN GOING TO AND FROM SCHOOL.

Mayor White presented Certificates of Appreciation to the LISD Crossing Guards and thanked them for their dedication to keep the children in our community safe.

RECESS: Mayor White announced that the Council would recess for refreshments at 6:50 p.m.

Mayor White announced that the Council would reconvene the work session at 7:10 p.m.

DISCUSSION ONLY

A. DEMONSTRATION BY EZTASK AND DISCUSSION REGARDING A WEBSITE REDESIGN FOR THE CITY OF LOCKHART, TEXAS, AND DISCUSSION ABOUT AWARDED A CONTRACT TO EZTASK OF RICHMOND, TEXAS IN THE AMOUNT OF \$7,990 FOR A WEBSITE REDESIGN.

Ms. Constancio stated that Council directed staff to survey cities to determine why they chose CivicPlus instead of ezTask. The survey reflects that most cities that use CivicPlus did not obtain a quote from ezTask therefore they were not aware of the services offered by ezTask. Staff also surveyed three cities that use ezTask and asked why they chose ezTask instead of CivicPlus. The survey reflects that ezTask customers did obtain a quote from CivicPlus and chose ezTask because they offer primarily the same features at a lower cost.

Representatives of ezTask provided an on-line demonstration of their website redesign software and services. There was discussion.

B. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF MARCH 12, 2016 AND MARCH 15, 2016.

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

C. ACKNOWLEDGE PROCLAMATION DECLARING APRIL 2016 AS *FAIR HOUSING MONTH*.

Mayor White read a proclamation declaring April 2016 as "Fair Housing Month".

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING THE PURCHASE OF AN AMBULANCE WITH DESIRED SPECIFICATIONS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED \$200,000.

Mayor Pro-Tem Sanchez made a motion to approve the purchase of an ambulance with desired specifications through the HGAC in an amount not to exceed \$200,000. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER ACCEPTANCE OF THE CITY OF LOCKHART'S AND COMPONENT UNIT'S FISCAL YEAR 2014-2015 FINANCIAL AUDIT BY ABIP, PC.

Councilmember Hilburn made a motion to accept the City of Lockhart's and Component Unit's Fiscal Year 2014-2015 financial audit by ABIP, PC. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER AWARDING CONTRACT TO EZTASK OF RICHMOND, TEXAS, IN THE AMOUNT OF \$7,990 FOR A WEBSITE REDESIGN FOR THE CITY OF LOCKHART, TEXAS.

After discussion, the consensus of the Council was to request that staff request a mock-up website and demonstration from ezTask and to obtain additional information from other cities as to why they selected to use CivicPlus instead of ezTask.

Councilmember Hilburn made a motion to table the item to the April 5, 2016 meeting. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-1, with Councilmember Westmoreland opposing.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING SETTING A DATE, TIME, AND PLACE TO HOST THE TEXAS MUNICIPAL LEAGUE REGION 10 MEETING IN LOCKHART IN SEPTEMBER 2016 AND DISCUS ANY OTHER ASPECTS PERTAINING TO THE MEETING.

Mayor Pro-Tem Sanchez made a motion to host the TML Region 10 meeting in Lockhart on Thursday, September, 22, 2016 at Smitty's Market meeting room from 6-9 p.m. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to various boards, commissions or committees.

Councilmember Hilburn made a motion to appoint Elizabeth Raxter to the Charter Review Commission. Councilmember Michelson seconded. The motion passed by a vote of 6-1, with Councilmember Castillo opposing.

Councilmember Michelson made a motion to appoint Ray Sanders, Bill Hernandez, and Roland Velvin to the Charter Review Commission. Councilmember Hilburn seconded. There was discussion about the appointment process to the Charter Review Commission. The motion passed by a vote of 5-2, with Councilmembers Castillo and Mendoza opposing.

ITEM 6-G. DISCUSSION AND/OR ACTION REGARDING LETTER FROM MS. MARY BURRIER IN WHICH SHE WANTS CHANGES TO ORDINANCE 2015-20 WHICH AMENDED CHAPTER 46, SIGNS, PLACING RESTRICTIONS ON INFLATABLE SIGNS, TETHERED BALLOONS, PENNANTS AND STREAMERS, AND STRINGS OF LIGHTS AND FLAGS.

Mr. Rodgers stated that the contents of the ordinance was a product of the Council's appointments to an ad-hoc committee made of six business owners that reviewed changes to the City's regulation of certain temporary signs. The changes as determined by that committee were submitted to the Council in September of 2015, and the Council passed the ordinance. Ms. Burrier, who is in the business of supplying pennants, banners, and streamers, approached the Council at the February 2, 2016 meeting to express her concerns about the ordinance. She was asked to submit a letter to the City Manager with suggested changes to the ordinance. The City Manager and City Planner have reviewed her comments and see no reason to recommend to the Council that any changes are made to the ordinance as passed by the Council especially since an ad-hoc committee appointed by the Council came up with the contents of the ordinance after eight meetings. There was discussion.

Mary Burrier requested that the sign ordinance is amended to allow banners, pennants and streamers. There was discussion.

CONSENSUS: After discussion, the consensus of the Council was to leave the sign ordinance as it is currently written.

ITEM 6-A. DEMONSTRATION BY EZTASK AND DISCUSSION ABOUT A WEBSITE REDESIGN FOR THE CITY OF LOCKHART, AND DISCUSSION AND/OR ACTION TO CONSIDER AWARDING A CONTRACT TO EZTASK OF RICHMOND, TEXAS IN THE AMOUNT OF \$7,990 FOR A WEBSITE REDESIGN.

Councilmember Castillo made a motion to approve awarding a contract to ezTask of Richmond, Texas in the amount of \$7,990 for a website redesign. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION AFTER REPORT BY CITY MANAGER REGARDING TREATED WATER CAPACITIES AND WASTEWATER TREATMENT CAPACITIES.

Mayor White announced that there was no action to be taken on this item.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER USE OF UNRESTRICTED FUND BALANCES AS RECOMMENDED BY THE CITY MANAGER DURING THE GOALS MEETING FOR THE PURCHASE OF TWO POLICE CARS, TWO PICKUP TRUCKS IN PUBLIC WORKS, AND A ONE TIME PAYMENT OF \$1,500 TO EACH FULL TIME NON-CIVIL SERVICE EMPLOYEE AND A \$750 ONE TIME PAYMENT TO EACH PART-TIME NON-CIVIL SERVICE EMPLOYEE THAT IS EMPLOYED BY THE CITY ON APRIL 22, 2016.

Councilmember Castillo made a motion to approve the use of unrestricted fund balances as recommended by the City Manager during the goals meeting for the purchase of two police cars, two pickup trucks in public works, and a one time payment of \$1,500 to each full-time non-civil service employee and a \$750 one time payment to each part time non-civil service employee that is employed by the City on April 22, 2016. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

Professional Services Agreement

This Agreement (Agreement) is made as of December 17, 2014, between Dot Command Center Inc., with its offices located at 104 Crest View, Lakeway Texas 78734 (DCC), and the City of Lockhart, with its offices located at 308 W. San Antonio Street, Lockhart Texas 78644, (CLIENT).

WHEREAS, CLIENT desires to enter into an Agreement on a non-exclusive basis to govern the purchase of professional services including but not limited to Internet connection, web services, network design and support, programming, training, development, implementation and consulting services (Services) from DCC, and DCC agrees to provide such professional services in a good and workmanlike manner, meeting or exceeding industry standards for such services;

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

TERMS OF AGREEMENT. This Agreement shall commence upon execution by an authorized representative of CLIENT and its acceptance by DCC for a period of three (3) years and shall remain in force for that period unless terminated as otherwise provided herein.

CHARGES AND PAYMENTS. The rates and charges are listed in the attached Exhibits. Payment terms are net 30 from receipt of invoices unless otherwise documented in the Exhibit. CLIENT agrees to pay a late payment charge at a rate of one and one-half percent (1-1/2%) per month for any outstanding charges or portions thereof not paid by CLIENT to DCC as provided herein. In addition to the charges invoiced by DCC, CLIENT agrees to pay amounts equal to any taxes resulting from Services provided under this Agreement including, without limitation, all sales and use tax. Notwithstanding any language in this agreement to the contrary, the obligation of the City to pay hereunder shall constitute a current expense of the City, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the City's current fiscal year.

TERMINATION. This Agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified:

- (i) immediately upon material breach by written notice from the injured party
- (ii) immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors
- (iii) at the completion of the Services as shown in the individual project plan unless the parties mutually agree that these terms and conditions shall remain open for succeeding individual project plans.
- (iv) as may be mutually agreed.
- (v) after 30 day written notice by either party.

In the event of termination as specified above, obligations which by their nature survive termination such as obligations to pay for Services rendered, protection of confidential

information, ownership of proprietary information and similar items shall all survive termination of any nature.

CONFIDENTIAL INFORMATION. Any information from either party which is designated by stamp, label or similar method, by state or federal law, or by general description provided by Client to DCC as confidential or proprietary shall be treated as such by the other party. Such treatment shall include the recipient insuring that such documents are not divulged to third parties without prior written consent by the issuing party, or as otherwise required by law. DCC acknowledges that Client is a Texas governmental entity and subject to the Texas Public Information Act. Otherwise, each party's obligation under this Article shall be deemed accomplished so long as it provides the same safeguards and procedures that it customarily provides its own confidential and proprietary information.

LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, DCC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROPERTY, LOSS OF DATA OR LOSS OF PROFITS, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES, REGARDLESS OF WHETHER DCC HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

IN NO EVENT WILL DCC'S LIABILITY FOR ANY DAMAGES TO CLIENT OR ANY OTHER PARTY EVER EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES, REGARDLESS OF THE FORM OF ACTION. WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

INDEPENDENT CONTRACTOR. In following their respective obligations under this Agreement, the parties act and shall act at all times as independent contractors and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

NON-SOLICITATION OF EMPLOYEES. DCC and CLIENT agree not to solicit for employment the employees of the other party, without the prior written consent of the other party, for a period of twelve (12) months following termination of this Agreement.

NON-ASSIGNMENT. Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other party. No such approval of assignment shall relieve or release the assigning party from any of its obligations under this Agreement to the non-assigning party.

WAIVER AND SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions

shall be enforced as if this Agreement was originally written without the invalid provision.

FORCE MAJEURE. DCC shall not be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause or condition beyond DCC's control, whether foreseeable or not.

NOTICES. All notices required by or relating to this Agreement shall be in writing and shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

DCC: Dot Command Center Inc.
104 Crest View
Austin, TX 78734

CLIENT: City of Lockhart
308 West San Antonio Street
Lockhart Texas 78644

GOVERNING LAW. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Texas. Venue and jurisdiction for any litigation to enforce or interpret this Agreement shall be in Caldwell County, Texas. If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Lockhart.

Dot Command Center Inc.

By: *Vance Rodgers*

By: *Rich Finney*

Vance Rodgers

Rich Finney

City Manager

CEO

Date: 12-17-2014

Date: 12-17-2014

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Exhibit A

Statement of Work

EFFECTIVE: December 17, 2014

**CONSULTING
SERVICES:**

Service Level 1 technician Monthly block of 30 hours @
\$125.00 per hour - \$3,750.00
Service Level 2 technician Monthly block of 5 hours @ \$85.00
per hou - \$425.00

MISC. SERVICES

Anti-spam for 64 email accounts @ 1.50 per account and \$5.00
domain charge monthly for all departments except Police
Department - \$101.00
Anti-spam for 45 email accounts @ 1.50 per account and \$5.00
domain charge monthly for Police Department - \$72.50
FTP monthly service charge for upload/download of large
council packets - \$35.00
Web site hosting monthly charge - \$33.25
Network monitoring monthly charge - \$75.00

Note:

There will be no additional charge for any additional hours over
the stated block of hours.

TOTAL CHARGES: \$4,491.75 Monthly

PAYMENT TERMS: Services will be billed in advance with net 30 day terms

Accepted by:

Vance Rodgers

By: 

Date: 12.17.2014

(11)

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(512) 398-3461 * FAX (512) 398-5103
P.O. Box 239
308 West San Antonio St.
Lockhart, Texas 78644

March ²²13, 2017

SAMPLE

Vickie Finney
Dot Command Center, Inc.
104 Crest View
Lakeway, TX 78734

RE: City of Lockhart Website

Dear Ms. Vickie:

The City of Lockhart explored several options to upgrade software to maintain the community website.

After careful consideration, the City Council selected another company to host the website.

The City of Lockhart is respectfully providing a 30-day notice to terminate website hosting as listed on the current Professional Services Agreement, Exhibit A, Statement of Work/Misc Services/web hosting monthly charge; \$33.25.

The last day that Dot Command Center, Inc. will host the City of Lockhart website is April 28, 2017.

Your service to the City of Lockhart has been extremely commendable and working with you has been a pleasure.

Please feel free to contact me if you have any questions.

Respectfully,

Vance Rodgers
City Manager

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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 Reviewed by Legal	<input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Not Applicable
Council Meeting Dates: March 21, 2017			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>[Signature]</i>	3-13-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
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			
Discussion and/or action regarding Ordinance 2017-05 suspending until June 16, 2017, the proposed Gas Reliability Infrastructure Program (GRIP) interim rate adjustment of the Texas Gas Service Company, a division of One Gas, filed March 3, 2017			
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			\$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):			
SUMMARY OF ITEM			
This ordinance delays until June 16, 2017 temporary gas rate increases referred to as Gas Reliability Infrastructure Program (GRIP) increases which are allowed by the Railroad Commission to recover gas system capital expenditures from the previous year. The increases, averaging \$1.33 per month for residents and \$5.79 for businesses, would begin on May 2, 2017 without passage of this ordinance. The requested increases appear to be valid because of the amount of funds that were spent on gas infrastructure improvements during the past year.			
STAFF RECOMMENDATION			
City Manager respectfully requests approval of the ordinance as presented.			
List of Supporting Documents: Ordinance 2-17-05, Email from Texas Gas Services		Other Departments, Boards, Commissions or Agencies:	

ORDINANCE NO. 2017-05

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS SUSPENDING THE PROPOSED GAS RELIABILITY INFRASTRUCTURE PROGRAM INTERIM RATE ADJUSTMENT OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY'S LEGAL COUNSEL

WHEREAS, the City of Lockhart, Texas ("City"), is a home rule municipality operating pursuant to its Charter and the laws of the State of Texas; and

WHEREAS, pursuant to Texas Utilities Code Section 103.001, the City of Lockhart is a regulatory authority having exclusive original jurisdiction over the rates, operations and services of a gas distribution utility in the City limits of the City of Lockhart; and

WHEREAS, Texas Gas Service Company, ("TGS") a Division of ONE Gas, Inc., an Oklahoma corporation, is a gas distribution utility operating within the City of Lockhart, Texas; and

WHEREAS, TGS initially filed its 2016 Gas Reliability Infrastructure Program Interim Rate within the City on February 21, 2017, which was subsequently withdrawn on March 1, 2017; and

WHEREAS, on March 3, 2017, TGS re-filed its 2016 Gas Reliability Infrastructure Program Interim Rate within the City proposing that the rate adjustment be effective 60 days from that date;

WHEREAS, pursuant to Texas Utilities Code Section 104.301, during the 60 day period, the City may act to suspend the implementation of the proposed adjustment for up to 45 days;

WHEREAS, the City Council has determined that additional time and information is needed for it to study the proposed rate adjustment and tariffs and the reasons therefore; and

WHEREAS, the City Council has determined that it is in the best interest of its citizens and ratepayers to suspend the proposed rate adjustment; and

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

A. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein and such recitals, as findings of fact, are hereby approved.

B. PROPER NOTICE & MEETING

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It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

C. EFFECTIVE DATE

This ordinance shall become effective from and after its passage.

D. COPY OF ORDINANCE TO TGS

Within 10 days after passage, a copy of this Ordinance shall be sent Stephanie Houle, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746.

PASSED AND APPROVED this _____ day of _____ 2017, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of the City of Lockhart, Texas.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

Vance Rodgers

From: Graham, Larry <Lawrence.Graham@onegas.com>
Sent: Friday, March 10, 2017 10:29 AM
To: Coleman; Raymie Zella; Vance Rodgers; citymanager@cityofgonzales.org; Mark Mayo; Susan Nollkamper; 'citymanager@gvec.net'
Cc: Lane, Terry L.; Houle, Stephanie G.; Graham, Larry
Subject: RE: Texas Gas Service- GRIP filing on Tuesday February 21, 2017
Attachments: Revised CTSA GRIP Suspension Ordinance.docx

Greetings- as a reminder, we found an error and withdrew the GRIP statement we filed on February 21st and we re-filed it last Friday, March 3rd. Therefore, the dates that I originally gave you are now wrong. In summary, the new dates are:

- Filed March 3rd
- Rates become effective on the 60th day, or May 2nd. **Unless** a city suspends their implementation for an additional 45 days.
- If a city suspends the implementation, the new date the rates become effective is June 16th, the 105th day (60+45=105).

Therefore, we ask you to approve your suspension ordinance before the 60th day, or before May 2nd. Attached is an ordinance you may use.

Thanks to Susan and the City of Shiner for already doing this!

Thanks
Larry

Larry Graham

Manager- Community Relations
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

P: 512.370.8301, C: 512.567.1709
lawrence.graham@onegas.com



From: Graham, Larry
Sent: Wednesday, March 01, 2017 1:45 PM
To: Coleman <citymanager@cityofyoakum.org>; Raymie Zella <rzella@cityofcuero.com>; Vance Rodgers <vrodgers@lockhart-tx.org>; citymanager@cityofgonzales.org; Mark Mayo <citymanager@cityofluling.net>; Susan Nollkamper <city_of_shiner@sbcglobal.net>; 'citymanager@gvec.net' <citymanager@gvec.net>
Cc: Lane, Terry L. <Terry.Lane@onegas.com>; Houle, Stephanie G. <Stephanie.Houle@onegas.com>; Graham, Larry <Lawrence.Graham@onegas.com>
Subject: RE: Texas Gas Service- GRIP filing on Tuesday February 21, 2017

Greetings to the City Managers in Lockhart, Luling, Gonzales, Cuero, Shiner, Nixon and Yoakum:

On February 21, 2017 TGS filed for approval of its GRIP. Subsequent to making the filing, it was discovered that the depreciation rates included in the filing package do not reflect those included in the Settlement Agreement from the Company's recent rate case. ***TGS is withdrawing the filing to avoid confusion regarding deadlines for suspension of the filing and for the mailing of public notice.*** Attached you will find a letter requesting to withdraw the filing. A hard copy of the letter will also be mailed.

The Company will resubmit its filing with the correct depreciation rates on **Friday, March 3, 2017**. The new deadline for suspension of the filing will be May 2, 2017.

The new filing will reflect a revenue increase of \$4,909,125. Of this amount, \$4,533,721 is attributable to the incorporated areas. This will increase the average residential bill by \$1.33 per month, excluding taxes and the average commercial bill by \$5.79, excluding taxes.

We apologize for the confusion and inconvenience. I will send out new ordinances to suspend, for your consideration. (with the correct dates). Please see me with questions.

Larry



Larry Graham
Manager, Regulatory Affairs
Texas Gas Service
1301 South MoPac Expressway, Suite 400
Austin, TX 78746
www.texasgasservice.com

Phone: 512-370-8301
E-mail: lgraham@txgas.com



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: March 21, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>[Signature]</i>		City Manager <i>[Signature]</i>		
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			3-14-2017	
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				
Discussion and/or action to consider Ordinance 2017-06 amending portions of Chapter 58, Article III.-Water, Sewer, Electric Extensions, Division 1.-Generally, Chapter 58, Sections 58-171 through 58-174, of the Code of Ordinances providing for a utility main extension application and a pro-rata reimbursement application and process				
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				
This ordinance makes minor changes to the existing utility extension policy and sets in place an application and process for possible pro-rata reimbursement of water, wastewater, and electric main line extensions initially paid for by an owner/developer. Currently the process for possible pro-rata reimbursement of expenses involved with main line extensions to the owner/developer is not clear. The City retains the right not to participate in such agreements. An example would be when the extension would only benefit the owner/developer or City funds. Another example would be when a larger sewer main line extension is installed than is needed by the owner/developer demand only because a flatter grade can be used to achieve the distance to the owner/developer property.				
STAFF RECOMMENDATION				
City Manager respectfully recommends approval of the ordinance as presented.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
Annotated versions of current ordinance, Proposed Ordinance 2017-06, Extension Application, Pro-Rata Reimbursement Agreement				

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ORDINANCE 2017-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING PORTIONS OF CHAPTER 58, ARTICLE III.-WATER, SEWER, ELECTRIC EXTENSIONS, DIVISION 1. GENERALLY, SECTIONS 58-171 THROUGH 58-174 OF THE CODE OF ORDINANCES PROVIDING FOR A UTILITY MAIN EXTENSION APPLICATION AND A PRO-RATA REIMBURSEMENT APPLICATION AND PROCESS

WHEREAS, the Lockhart City Council upon recommendation of City staff considered the need to clarify sections of the current referenced ordinance regarding utility main extensions; and

WHEREAS, the Lockhart City Council in consideration of the property owners, developers, and staff sees the need to provide for an official utility extension application and pro-rata reimbursement application and process; and

WHEREAS, the Lockhart City Council considers the recommended changes to help promote more housing and business development which are necessary for improved economic development;

THEREFORE, be ordained by the City Council of Lockhart, Texas, that CHAPTER 58, ARTICLE III. - WATER, SEWER, ELECTRIC EXTENSIONS^[2] DIVISION 1. – GENERALLY, Sec. 58-171 through 58-174 of the Code of Ordinances are hereby amended to read as follows:

I. Sec. 58-171. - Scope.

Water and Sewer Main Extensions:

Water and sewer extensions 100 feet in length or less up to the private property line, or with a cost to the city of \$450.00 or less, may be made without cost to the customer. This section shall not be construed to exclude payment of the standard tapping charges, service or connection fees, or deposits or other charges which may be required by the city. The city shall not extend, nor pay for extensions of water/sewer services on private property unless in a dedicated public easement or right of way as deemed necessary by the city. The owner/developer shall make application for any extension of a water and/or wastewater main.

Electric Primary Line Extensions:

For upgrades to existing electric services, installation of services or facilities beyond the standard service or facilities normally provided, and/or extensions of service to unserved locations, customers, developments, subdivisions, or other application for electric service both overhead and underground as more fully described beginning with section 56-175.

II. Sec. 58-172. - Deposit of cost; agreement; reimbursement

(a)

For water, sewer and electric extensions, the property owner/developer or attorney in fact shall deposit with the city in advance an amount of money sufficient to cover the cost of all engineering/design/surveying, labor, material and associated costs of the desired extension. Such costs will be determined by the city or prepared by the property owner/developer for review and approval by the city. Any extension may be performed by the owner/developer if granted permission by the city and provided that the construction plans are approved by the city and also inspected. An application for extension of a city owned main must be completed.

(b)

At the time of the deposit as referenced in (a) above, the property owner/developer or attorney in fact and the city shall execute a "Pro-rata Reimbursement Agreement" (agreement) adopted by the City Council which shall cover such subjects as ownership of the line and the method of pro-rata reimbursement *if any*. Such agreements shall not exceed five years from the date of acceptance of the extension(s) by the City. See also subsections 58-142(b) and 58-143(a) of this Code. The city shall have the right to collect pro-rata or proportionate shares of the costs of the main extension as determined in the agreement from all property owners /developers that benefit from any main extension when they attach to or tap on to the main. Disbursement to the original owner/developer shall be in accordance to the provisions in the agreement as may be amended from time to time.

(c)

Proof of property ownership by the owner/developer shall be submitted by the title holder or attorney in fact in the form of a warranty deed, contract for deed, or power of attorney at the time of application for service, or an extension petition under subsection 58-143(e).

III. Sec. 58-173. - Location, grade of pipe.

The location and size of pipe to be used in any water and sewer extension, as well as the grade thereof, shall be approved by the city.

IV. Sec. 58-174. - Construction.

The city reserves the right to do and perform all the work and construction required in water and sewer extensions. However, the city may allow each owner/developer to have such work and construction performed under private contract. In such event, the city reserves the right to inspect such construction. All material used and work performed shall be approved and in conformity with city standards and specifications.

(all other sections remain as previously adopted)

V. **Repealer:** All other ordinances, section, 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.

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

VII. **Determination:** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VIII. **Severability:** If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, 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 or any other portion, provision or regulation.

IX. **Effective Date:** This ordinance shall become effective and be in full force upon passage.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE
CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF
_____, 2017.**

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

- **ARTICLE III. - WATER, SEWER, ELECTRIC EXTENSIONS^[2]**

- **DIVISION 1. - GENERALLY^[3]**

- **Sec. 58-171. - Scope.**

The provisions of this article shall be applicable to those water and sewer extensions which exceed 100 feet in length or \$450.00 on public property, whichever comes first; for extensions of 100 feet or less when such extension intersects the border of any private property lines; and for upgrades to existing electric services, installation of services or facilities beyond the standard service or facilities normally provided, and/or extensions of service to unserved locations, customers, developments, subdivisions, or other application for electric service both overhead and underground as more fully described beginning with section 56-175. Water and sewer extensions 100 feet in length or less up to the private property line, or with a cost to the city of \$450.00 or less, may be made without cost to the customer. This section shall not be construed to exclude payment of the standard tapping charges, service or connection fees, or deposits or other charges which may be required by the city. The city shall not extend, nor pay for extensions of water/sewer services on private property.

(Code 1966, § 26-30; Code 1982, § 26-36; Ord. No. 96-02, § I(26-36), 1-16-96; Ord. No. 96-14, § I(26-36), 6-18-96)

- **Sec. 58-172. - Deposit of cost; agreement.**

(a)

For water, sewer and electric extensions, the property owner or attorney in fact shall deposit with the city in advance an amount of money sufficient to cover the cost of all labor, material and associated costs of the desired extension. Such costs will be determined by the city.

(b)

At the time of this deposit, the owner or attorney in fact and the city shall execute an "extension agreement" which shall cover such subjects as ownership of the line and the method of refund if any. Such agreements shall expire at the end of five years. See also subsections [52-142\(b\)](#) and [52-143\(a\)](#) of this Code.

(c)

Proof of property ownership shall be submitted by the title holder or attorney in fact in the form of a warranty deed, contract for deed, or power of attorney at the time of application for service, or an **extension** petition under subsection [58-175\(e\)](#).

(Code 1966, § 26-31; Code 1982, § 26-37; Ord. No. 96-02, § I(26-37), 1-16-96; Ord. No. 96-04, § I(26-37), 2-20-96)

- **Sec. 58-173. - Location, grade of pipe.**

The location and size of pipe to be used in any water and sewer **extension**, as well as the grade thereof, shall be determined by the city.

(Code 1966, § 26-32; Code 1982, § 26-38)

- **Sec. 58-174. - Construction.**

The city reserves the right to do and perform all the work and construction required in water and sewer **extensions**. However, the city may allow each individual property owner or realtor to have such work and construction performed under private contract. In such event, the city reserves the right to inspect such construction. All material used and work performed shall be approved and in conformity with city standards and specifications.

(Code 1966, § 26-33; Code 1982, § 26-39)

ARTICLE III. - WATER, SEWER, ELECTRIC EXTENSIONS^[2]

Sec. 58-171. - Scope.

ANNOTATED

Water and Sewer Main Extensions:

~~The provisions of this article shall be applicable to those water and sewer extensions which exceed 100 feet in length or \$450.00 on public property, whichever comes first; for extensions of 100 feet or less when such extension intersects the border of any private property lines; and for upgrades to existing electric services, installation of services or facilities beyond the standard service or facilities normally provided, and/or extensions of service to unserved locations, customers, developments, subdivisions, or other application for electric service both overhead and underground as more fully described beginning with section 56-175. Water and sewer extensions 100 feet in length or less up to the private property line, or with a cost to the city of \$450.00 or less, may be made without cost to the customer. This section shall not be construed to exclude payment of the standard tapping charges, service or connection fees, or deposits or other charges which may be required by the city. The city shall not extend, nor pay for extensions of water/sewer services on private property unless a dedicated public easement or right of way as deemed necessary by the city. The owner/developer shall make application for any extension of a water and/or wastewater main.~~

Electric Primary Line Extensions:

For upgrade to existing electric services, installation of services or facilities beyond the standard service or facilities normally provided, and/or extensions of service to unserved locations, customers, developments, subdivisions, or other application for electric service both overhead and underground as more fully described beginning with section 56-175.

(Code 1966, § 26-30; Code 1982, § 26-36; Ord. No. 96-02, § I(26-36), 1-16-96; Ord. No. 96-14, § I(26-36), 6-18-96)

Sec. 58-172. - Deposit of cost; agreement.

- (a) For water, sewer and electric extensions, the property owner/developer or attorney in fact shall deposit with the city in advance an amount of money sufficient to cover the cost of all engineering/design/surveying, labor, material and associated costs of the desired extension. Such costs will be determined by the city or prepared by the property owner/developer for review and approval by the city. Any extension may be performed by the owner/developer if granted permission by the city and provided that the construction plans are approved by the city and also inspected. An application for extension of city owned main must be completed.
- (b) At the time of ~~this~~ the deposit as referenced in (a) above, the owner/developer or attorney in fact and the city shall execute an "extension agreement" "Pro-rata Reimbursement Agreement" (agreement) adopted by the City Council which shall cover such subjects as ownership of the line and the method of pro-rata reimbursement ~~refund~~ if any. Such agreements shall not exceed ~~expire at the end of five years from the date of acceptance of the extension(s) by the City.~~ See also subsections 52-142(b) and 52-143(a) of this Code. The city shall have the right to collect pro-rata or proportionate shares of the costs of the main extension as determined in the agreement from all property owners/developers that benefit from any main extension when they attach or tap on to the main. Disbursement to the original owner/developer shall be in accordance to the provisions in the agreement as may be amended from time to time.
- (c) Proof of property ownership by the owner/developer shall be submitted by the title holder or attorney in fact in the form of a warranty deed, contract for deed, or power of attorney at the time of application for service, or an extension petition under subsection 58-175(e).

Sec. 58-173. - Location, grade of pipe.

The location and size of pipe to be used in any water and sewer extension, as well as the grade thereof, shall be determined by the city.

(Code 1966, § 26-32; Code 1982, § 26-38)

Sec. 58-174. - Construction.

The city reserves the right to do and perform all the work and construction required in water and sewer extensions. However, the city may allow each ~~individual property owner or realtor~~ owner/developer to have such work and construction performed under private contract. In such event, the city reserves the right to inspect such construction. All material used and work performed shall be approved and in conformity with city standards and specifications.

(Code 1966, § 26-33; Code 1982, § 26-39)

Sec. 58-175. - Electrical service extensions and upgrades.

OK ↓

- (a) Standard voltages, facilities, installations, cost sharing arrangements, and customer/city responsibilities shall be those described in section 58-176.
- (b) All construction shall conform with the city's "Construction Standards Manual", dated April 28, 1987, as may be amended from time to time, and those established by the city's electric department and applicable electrical codes.
- (c) The owner or attorney in fact shall provide for easements and/or rights-of-way, where applicable, in advance and as a condition of the city installing and/or providing services. The owner, attorney in fact and/or customers shall ensure that the city has ingress and egress, and shall not obstruct access to any equipment, facility, or line, for the purpose of repair, maintenance, or replacement without the city's prior written approval.
- (d) The city shall at all times have complete ownership and control of the entire line and facilities with the right to serve others from said line and/or any extension thereof without obligation to refund any portion of any payment or to allow credit on any billing.
- (e) For individual customers who upgrade their service drop to underground on private property, the city will calculate costs on a per-foot basis and provide credits against future utility bills for the estimated cost to the city for overhead service. The customer shall be responsible to pay the remainder and for hiring a licensed electrician to perform the work. For extensions or upgrades to existing customers' services, and extensions to new customers or developments, which surpass the city's standard extensions or equipment provided, costs arrangements must be made in advance, and any payment required of any class of electric customer must be paid to the city in advance. Where existing multiple customers are involved, a majority of the owners or attorneys in fact must agree in writing on a form to be provided by the city that (see also section 58-176):
 - (1) They agree to apply jointly for any extension or upgrade of service;
 - (2) They agree to participate financially and understand that 50 percent of the cost of the project must be paid in advance to the city;
 - (3) Easements or rights-of-way must be provided to the city if necessary;
 - (4) Cost to alter or upgrade any equipment in or on their own property as a result of the upgrade will be entirely their responsibility;
 - (5) The city will not approve any request without proper documentation of the above conditions;
 - (6) The city's approval and contribution shall always be subject to budget considerations;

STATE OF TEXAS

§

§

CITY OF LOCKHART

COUNTY OF CALDWELL

§

PRO-RATA REIMBURSEMENT AGREEMENT
FOR WATER OR SEWER EXTENSION

THIS AGREEMENT is entered into on _____, 20____, by and between the City of Lockhart, Texas, a Texas municipal corporation (the City) and _____, a Texas for-profit corporation (the Developer).

The Developer proposes to construct a water or sewer main (the Main) connecting to an existing main owned by the City to serve property owned by the Developer (the Development). The name and location of the Development are _____.

In consideration for the Developer's costs to extend the Main(s), the City desires to set forth the manner in which the Developer may be reimbursed (a) for a portion of the construction costs for extending Main(s); and (b) for third party connections to that portion of the Main that is totally outside the Development for which service is proposed or lying along one or more sides of a tract of land other than the Development for which this extension is made (the Offsite Portion).

NOW, THEREFORE, for and in consideration of all of the premises and other good and valuable consideration, the parties agree as follows:

1. The Developer or the City will construct the Main at the Developer's expense. The Developer may be reimbursed by pro-rata cost share funds collected from third party property owners that benefit from connections to the Main extension. Such funds will be collected by the City when taps are made to the Main extension. Exhibit A, attached hereto, is a drawing showing the route of the proposed Main with reference points relating to the approved engineering plans.
2. The City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by the Developer with a third party for the construction of the Main.
3. The Main shall be installed in accordance with current City standards and specifications. The City Engineer or his/her representative will determine whether the Main is constructed in accordance with approved engineering plans and specifications, and upon completion the Main will become the property of the City and an integral part of the City's system and subject to the maintenance, jurisdiction and control of the City. If for any reason construction of the Main should begin but not be completed, that portion having been constructed will become the property of the City and subject to the maintenance, jurisdiction and control of the City upon written acceptance by the City. The City shall not be liable for any costs for the construction of the Main or any portion thereof.

4. The size of the Main will be determined and approved by the City. The City may require the Main to be oversized pursuant to Lockhart Code of Ordinances, Sec. 52-143, and may reimburse the Contractor for the difference in construction cost of the oversized Main and the size needed by the Developer, which cannot be less than 8" for water or wastewater mains.

5. The Developer may be reimbursed for the costs of the Offsite Portion, at the City's discretion, based on pro rata reimbursement of funds collected by the City from third parties for connecting to the Offsite Portion. An example of such calculation is attached, for informational purposes only. Reimbursement will be considered only for connections to the Offsite Portion that are made within five (5) years of the completion of the Main and its acceptance by the City. Impact fees and tap fees are not included in reimbursement calculations. Reimbursement will only be made to the Developer that originally paid for the Main, less any portion paid by the City for oversizing. The City will make reasonable efforts to locate and reimburse the original Developer with third party pro-rata funds collected for connections to the Offsite Portion during the five year period after the Main is accepted by the City. However, it is the original Developer's responsibility to keep the City informed of its whereabouts. IF the original Developer cannot be located by the City, the collected third party funds will be paid to the appropriate City utility maintenance and operations fund.

6. Upon completion of the Offsite Portion by the Developer, the Developer will furnish the City with a certified itemized list of quantities, materials and any related construction costs for the Offsite Portion. Such itemized list, after audit and approval by the City, will determine the actual construction cost of the Offsite Portion, which will be used to determine the actual pro-rata cost shares, less the Developer's pro-rata share, of third party owners when they make application to connect to the Off-site Portion. If the City constructs the Main, the City's actual costs will be used to calculate pro-rata cost shares, less the Developer's pro-rata share, of third party owners who connect to the Off-site Portion.

7. The Developer on behalf of itself, its contractors and its agents covenants and agrees to hold harmless and indemnify the City from and against any and all claims for personal injury (including death) or property damage which may arise from the Main construction operations performed under the terms of this agreement; and the Developer also agrees and does hereby agree to indemnify and save the City harmless from all claims growing out of the lawful demands of contractors, subcontractors, laborers, workmen, mechanics, material, men and suppliers incurred in the performance of this agreement. The Developer will furnish to the City satisfactory evidence of the discharge of such claims prior to completion of the Main and its acceptance by the City.

8. This agreement will terminate (a) one year after its date of execution if construction of the Main has not begun, (b) three years after the date of execution if construction of the Main has not been completed and accepted by the City, or (c) five years after the Main is completed and accepted by the City. Upon termination, no reimbursement funds will be paid to the Developer. However, Section 3 of this agreement shall survive such termination.

AGREED TO and EXECUTED on _____, 20 ____.

Vance Rodgers, City Manager
City Of Lockhart, Texas

[Name & Position]
[Contractor Company Name]

EXAMPLE OF REIMBURSEMENT CALCULATIONS FOR MAIN EXTENSION:

Main Project: 2000 linear feet to nearest sewer main or manhole from nearest point of development.

- Project engineer, with city approval, determines an 8" main is required for the development.
- City determines that a 12" main is desired for area including the development, and city engineer determines the difference in costs between the 8" and 12" mains.
- At its discretion, City *may* pay for all or a portion of the difference in construction costs between the 8" and 12" mains.
- Upon connection to the Offsite Portion of the main extension, a property (including the development) will be assessed a pro-rata share of the total construction costs of the Offsite Portion of the main, based on the square footage of the property, or any portion of it, that can be served by the Offsite Portion.
- The total square footage of the connecting property that can be served by the 12" main extension, as determined by the City, is divided into the total construction costs of the 12" main extension to determine the pro-rata share cost per square foot:

Total engineering/design/easement/construction costs: \$250,000

Total square footage of properties that can be served by the main: 2,250,000 sq. ft.

Pro-rata cost share per square foot: \$0.111 or 11.1 cents per sq. ft.

APPLICANTS MUST ENTER INTO A PRO-RATA REIMBURSEMENT AGREEMENT WITH THE CITY OF LOCKHART IN ORDER TO BE ELIGIBLE TO RECEIVE REIMBURSEMENT FOR A MAIN EXTENSION. THE CITY MAY ACCEPT OR REJECT ANY APPLICATION FOR REIMBURSEMENT. A SAMPLE AGREEMENT IS ATTACHED FOR INFORMATIONAL PURPOSES ONLY AND MAY BE AMENDED BY THE CITY TO REFLECT THE FAIR APPORTIONMENT OF COSTS, AS DETERMINED IN THE CITY'S SOLE DISCRETION.

CITY APPROVAL OF THE CALCULATED COSTS OF THE MAIN EXTENSION, AND CITY DETERMINATION OF ITS SHARE, IF ANY, OF THE COSTS OF THE OFF-SITE PORTION, ARE REQUIRED BEFORE THE PRO-RATA REIMBURSEMENT AGREEMENT MAY BE EXECUTED.

PRO-RATA REIMBURSEMENT APPLICATION
FOR
WATER/WASTEWATER MAIN EXTENSION

APPLICANT/DEVELOPER: _____

ADDRESS, TELEPHONE NUMBER, EMAIL: _____

TYPE OF MAIN EXTENSION: ☐ WATER ☐ WASTEWATER

PROJECT/SUBDIVISION NAME: _____

PROPERTY LOCATION (attach map): _____

PROPERTY DESCRIPTION (attach plat/survey): _____

CONTACT PERSON: _____

TELEPHONE NUMBER & EMAIL: _____

DESCRIPTION OF PROJECT/SUBDIVISION: _____

SELECT ONE (subject to City's approval):

☐ **APPLICANT/DEVELOPER WILL CONSTRUCT THE WATER/WASTEWATER
EXTENSION AT ITS OWN EXPENSE.**

☐ **THE CITY WILL CONSTRUCT THE WATER/WASTEWATER EXTENSION AFTER
APPLICANT/DEVELOPER DEPOSITS SUFFICIENT FUNDS OR OTHER SECURITY AS
REQUIRED BY THE CITY.**



APPLICATION
WATER/WASTEWATER/ELECTRIC EXTENSION(S)

(For electric extensions see Code of Ordinances 58-175 and 58-176)

APPLICANT/DEVELOPER: _____

ADDRESS, TELEPHONE NUMBER, EMAIL: _____

CONTACT PERSON: _____

TYPE OF EXTENSION(S): ☐ WATER ☐ WASTEWATER ☐ Electric

PROJECT/SUBDIVISION NAME: _____

PROPERTY LOCATION (attach map): _____

PROPERTY DESCRIPTION (attach plat/survey): _____

DESCRIPTION OF EXTENSION(S) INCLUDING EXHIBIT A: _____

ESTIMATED COST OF EXTENSION(S): _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME

SIGNATURE

SELECT ONE (subject to City's approval):

☐ **APPLICANT/DEVELOPER WILL CONSTRUCT THE WATER/ WASTEWATER /ELECTRIC EXTENSION AT ITS OWN EXPENSE.**

☐ **THE CITY WILL CONSTRUCT THE WATER/WASTEWATER EXTENSION AFTER APPLICANT/DEVELOPER DEPOSITS SUFFICIENT FUNDS OR OTHER SECURITY AS REQUIRED BY THE CITY.**

☐ **APPLICANT/DEVELOPER WISHES TO PARTICIPATE IN PRO-RATA REIMBURSEMENT PROGRAM IF APPROVED BY THE CITY**

DATE RECEIVED: _____ TIME: _____ BY: _____

PRO-RATA REIMBURSEMENT AGREEMENT
FOR WATER AND/OR WASTEWATER EXTENSION

(For electric extension see Code of Ordinances 58-175 and 58-176)

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AGREED TO and EXECUTED on _____, 20__.

Vance Rodgers, City Manager
City Of Lockhart, Texas

Authorized Developer Representative

Printed Name

Signature

Date

Date approved by City Council: _____

CITY OF LOCKHART

EXAMPLE OF REIMBURSEMENT CALCULATIONS FOR MAIN EXTENSION:

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- Project engineer, with city approval, determines an 8" main is required for the development.
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Total square footage of properties that can be served by the main: 2,250,000 sq. ft.

Pro-rata cost share per square foot: \$0.111 or 11.1 cents per sq. ft.

APPLICANTS MUST SIGN AN EXTENSION APPLICATION IF INTERESTED AND INDICATE THE DESIRE TO PARTICIPATE IN PRO-RATA REIMBURSEMENT PROGRAM WITH THE CITY OF LOCKHART. THE CITY MAY ACCEPT OR REJECT ANY APPLICATION. A SAMPLE AGREEMENT IS ATTACHED FOR INFORMATIONAL PURPOSES ONLY AND MAY BE AMENDED BY THE CITY TO REFLECT THE FAIR APPORTIONMENT OF COSTS, AS DETERMINED IN THE CITY'S SOLE DISCRETION.

CITY APPROVAL OF THE CALCULATED COSTS OF THE MAIN EXTENSION, AND CITY DETERMINATION OF ITS SHARE, IF ANY, OF THE COSTS OF THE OFF-SITE PORTION, ARE REQUIRED BEFORE THE PRO-RATA REIMBURSEMENT AGREEMENT MAY BE EXECUTED.



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: March 21, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i>
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" 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 regarding Change Order # 2 for Qro-Mex Construction Company, Inc., to increase the current contract by \$45,950 making the new contract amount \$2,154,615 for utility work on Locust Street to accommodate drainage work to be performed on Pine, Comal, Ash Streets, and for other increased quantities in the current contract, and appointing the Mayor to sign the change order 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): 2015 CO Funds				
SUMMARY OF ITEM				
Qro-Mex Construction Company, Inc., has the current contract to perform utility, drainage, and street improvements on the Richland Drive project and on the Mesquite-Braden-Vega-Wichita Street project; the unit prices for the work were very good. The contractor has agreed to extend the same unit prices for the proposed change order. The total current contract including Change Order #1 is \$2,108,665. The proposed Change Order # 2 would add \$45,950 to the current contract to extend a deep wastewater line on Locust Street to accommodate the drainage project on Pine, Comal, and Ash Streets and allows for increased quantities in the approved contract. The new line will be very deep and is mostly in solid rock for which the contractor has special equipment. The percentage increase in the original contract, if approved, would be 23%; State Law allows up to a 25% increase without re-bidding. The new contract amount, if Change Order # 2 is approved, will be \$2,154,615.				
STAFF RECOMMENDATION				
City Manager respectfully recommends approval of Change Order #2 in the amount of \$45,950 for the existing contract with Qro-Mex Construction Company, Inc. making the new contract \$2,154,615.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
Change Order # 2, Current Contract Amount stated in Engineer letter as approved by Council, Previous Change Order # 1				

CONTRACT CHANGE ORDER NO. 2
2015 DRAINAGE IMPROVEMENTS PROJECT, CONTRACT 1

OWNER: CITY OF LOCKHART
 CONTRACTOR: QRO MEX CONSTRUCTION CO., INC.
 ENGINEER: TRC ENGINEERS, INC.
 March 9, 2017

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS:

Item No.	Item Description	Current Quantities	Units	Unit Price	Current Contract Amount	Quantity (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease	Revised Quantity	Units	Revised Amount
RICHLAND DRIVE										
PROPOSAL I-A - Street Reconstruction										
P.I.A.1	Excavation/Subgrade Preparation	4,300	S.Y.	\$6.50	\$27,950.00		\$0.00	4,300	S.Y.	\$27,950.00
P.I.A.2	8" Type B Hot Mix Asphaltic Concrete	4,300	S.Y.	\$38.00	\$163,400.00		\$0.00	4,300	S.Y.	\$163,400.00
P.I.A.3	2" Type C Hot Mix Asphaltic Concrete	4,300	S.Y.	\$12.50	\$53,750.00		\$0.00	4,300	S.Y.	\$53,750.00
P.I.A.4	Curb and Gutter	2,642	L.F.	\$21.00	\$55,482.00		\$0.00	2,642	L.F.	\$55,482.00
P.I.A.5	Adjust Manhole Tops	4	EA.	\$750.00	\$3,000.00		\$0.00	4	EA.	\$3,000.00
P.I.A.6	Driveways/Concrete Sidewalks	220	S.Y.	\$62.00	\$13,640.00		\$0.00	220	S.Y.	\$13,640.00
P.I.A.7	Asphalt Driveways	600	S.Y.	\$62.00	\$37,200.00		\$0.00	600	S.Y.	\$37,200.00
P.I.A.8	Hydro-mulch	4,600	S.Y.	\$1.00	\$4,600.00		\$0.00	4,600	S.Y.	\$4,600.00
P.I.A.9	Comprehensive Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00		\$0.00	1	L.S.	\$5,000.00
	TOTAL PROPOSAL I-A				\$364,022.00		\$0.00			\$364,022.00
PROPOSAL I-B - Storm Sewer										
P.I.B.1	5'x3" Reinforced Concrete Box	527	L.F.	\$238.00	\$125,426.00		\$0.00	527	L.F.	\$125,426.00
P.I.B.2	4'x3" Reinforced Concrete Box	486	L.F.	\$195.00	\$94,770.00		\$0.00	486	L.F.	\$94,770.00
P.I.B.3	36" RCP	378	L.F.	\$102.00	\$38,556.00		\$0.00	378	L.F.	\$38,556.00
P.I.B.4	24" RCP	185	L.F.	\$84.00	\$15,540.00		\$0.00	185	L.F.	\$15,540.00
P.I.B.5	18" RCP	235	L.F.	\$70.00	\$16,450.00		\$0.00	235	L.F.	\$16,450.00
P.I.B.6	10" Precast Curb Inlets	7	EA.	\$3,000.00	\$21,000.00		\$0.00	7	EA.	\$21,000.00
P.I.B.7	3" Concrete Inlet Box	2	EA.	\$2,100.00	\$4,200.00		\$0.00	2	EA.	\$4,200.00
P.I.B.8	Concrete Wingwall	1	EA.	\$7,500.00	\$7,500.00		\$0.00	1	EA.	\$7,500.00
P.I.B.9	4" Dia. Manhole	1	EA.	\$2,000.00	\$2,000.00		\$0.00	1	EA.	\$2,000.00
P.I.B.10	32" Dia. Manhole	3	EA.	\$2,000.00	\$6,000.00		\$0.00	3	EA.	\$6,000.00
P.I.B.11	Connect 18" RCP to 5'x3" RCB	3	EA.	\$1,750.00	\$5,250.00		\$0.00	3	EA.	\$5,250.00
P.I.B.12	Connect 18" RCP to 4'x3" RCB	2	EA.	\$1,250.00	\$2,500.00		\$0.00	2	EA.	\$2,500.00
P.I.B.13	Connect 18" RCP to 36" RCP	2	EA.	\$1,000.00	\$2,000.00		\$0.00	2	EA.	\$2,000.00
P.I.B.14	Connect 18" RCP to 24" RCP	1	EA.	\$950.00	\$950.00		\$0.00	1	EA.	\$950.00
P.I.B.15	Transition from 5'x3" RCB to 4'x3" RCB	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.I.B.16	Transition from 4'x3" RCB to 36" RCP	1	EA.	\$1,500.00	\$1,500.00		\$0.00	1	EA.	\$1,500.00
P.I.B.17	Transition from 36" RCP to 24" RCP	1	EA.	\$1,500.00	\$1,500.00		\$0.00	1	EA.	\$1,500.00
P.I.B.18	Transition from 24" RCP to 18" RCP	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
P.I.B.19	Riprap	300	S.Y.	\$63.00	\$18,900.00		\$0.00	300	S.Y.	\$18,900.00
P.I.B.20	OSHA Trench Excavation	1,811	L.F.	\$1.00	\$1,811.00		\$0.00	1,811	L.F.	\$1,811.00
	TOTAL PROPOSAL I-B				\$369,603.00		\$0.00			\$369,603.00
PROPOSAL I-C - Detention Pond										
P.I.C.1	Excavation/Grading Detention Pond	1	L.S.	\$30,000.00	\$30,000.00		\$0.00	1	L.S.	\$30,000.00
P.I.C.2	Concrete Pilot Channel	112	S.Y.	\$63.00	\$7,056.00		\$0.00	112	S.Y.	\$7,056.00
P.I.C.3	Riprap	320	S.Y.	\$63.00	\$20,160.00		\$0.00	320	S.Y.	\$20,160.00
P.I.C.4	42" RCP	74	L.F.	\$140.00	\$10,360.00		\$0.00	74	L.F.	\$10,360.00
P.I.C.5	Detention Pond Outfall Structure	1	L.S.	\$16,000.00	\$16,000.00		\$0.00	1	L.S.	\$16,000.00
P.I.C.6	Hydro-mulch	11,500	S.Y.	\$2.00	\$23,000.00		\$0.00	11,500	S.Y.	\$23,000.00
P.I.C.7	Regrade Earthen Channel	1,416	L.F.	\$3.00	\$4,248.00		\$0.00	1,416	L.F.	\$4,248.00
P.I.C.8	42" RCP	1	EA.	\$6,000.00	\$6,000.00		\$0.00	1	EA.	\$6,000.00
	TOTAL PROPOSAL I-C				\$116,824.00		\$0.00			\$116,824.00
PROPOSAL I-D - Water and Sewer										
P.I.D.1	8" PVC Pipe	1,295	L.F.	\$28.00	\$36,260.00		\$0.00	1,295	L.F.	\$36,260.00
P.I.D.2	6" DI Pipe	15	L.F.	\$45.00	\$675.00		\$0.00	15	L.F.	\$675.00
P.I.D.3	Fittings	1	Ton	\$6,650.00	\$6,650.00		\$0.00	1	Ton	\$6,650.00
P.I.D.4	Tapping Sleeve/Valve	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.I.D.5	Fire Hydrants	3	EA.	\$3,500.00	\$10,500.00		\$0.00	3	EA.	\$10,500.00
P.I.D.6	OSHA Trench Excavation	1,310	L.F.	\$1.00	\$1,310.00		\$0.00	1,310	L.F.	\$1,310.00
P.I.D.7	Tracer Wire	1,295	L.F.	\$1.00	\$1,295.00		\$0.00	1,295	L.F.	\$1,295.00
P.I.D.8	3/4" Water Service	23	EA.	\$800.00	\$18,400.00		\$0.00	23	EA.	\$18,400.00
P.I.D.9	6" Plug Water Main	1	EA.	\$500.00	\$500.00		\$0.00	1	EA.	\$500.00
P.I.D.10	Remove Existing Fire Hydrants	2	EA.	\$350.00	\$700.00		\$0.00	2	EA.	\$700.00
P.I.D.11	4" PVC Sewer Services	11	EA.	\$950.00	\$10,450.00		\$0.00	11	EA.	\$10,450.00
P.I.D.12	6" Resilient Seat Gate Valve	3	EA.	\$980.00	\$2,940.00		\$0.00	3	EA.	\$2,940.00
P.I.D.13	8" Resilient Seat Gate Valve	1	EA.	\$1,200.00	\$1,200.00		\$0.00	1	EA.	\$1,200.00
	TOTAL PROPOSAL I-D				\$93,380.00		\$0.00			\$93,380.00
	SUBTOTAL PROPOSAL I - RICHLAND DRIVE				\$943,829.00		\$0.00			\$943,829.00
WICHITA STREET										
PROPOSAL II-A - Storm Sewer										
P.II.A.1	6'x3" Reinforced Concrete Box	265	L.F.	\$259.00	\$68,635.00		\$0.00	265	L.F.	\$68,635.00
P.II.A.2	5'x3" Reinforced Concrete Box	160	L.F.	\$240.00	\$38,400.00		\$0.00	160	L.F.	\$38,400.00
P.II.A.3	4'x3" Reinforced Concrete Box	190	L.F.	\$195.00	\$37,050.00		\$0.00	190	L.F.	\$37,050.00
P.II.A.4	36" RCP	464	L.F.	\$102.00	\$47,328.00		\$0.00	464	L.F.	\$47,328.00
P.II.A.5	30" RCP	777	L.F.	\$90.00	\$69,930.00		\$0.00	777	L.F.	\$69,930.00
P.II.A.6	24" RCP	418	L.F.	\$84.00	\$35,112.00		\$0.00	418	L.F.	\$35,112.00
P.II.A.7	18" RCP	130	L.F.	\$70.00	\$9,100.00		\$0.00	130	L.F.	\$9,100.00
P.II.A.8	10" Precast Curb Inlets	4	EA.	\$3,500.00	\$14,000.00		\$0.00	4	EA.	\$14,000.00
P.II.A.9	5" Precast Curb Inlets	2	EA.	\$3,250.00	\$6,500.00		\$0.00	2	EA.	\$6,500.00
P.II.A.10	3" Concrete Inlet Box	2	EA.	\$3,000.00	\$6,000.00		\$0.00	2	EA.	\$6,000.00
P.II.A.11	Concrete Wingwall (6'x3")	5	EA.	\$3,000.00	\$15,000.00		\$0.00	5	EA.	\$15,000.00
P.II.A.12	Concrete Wingwall (36")	1	EA.	\$7,500.00	\$7,500.00		\$0.00	1	EA.	\$7,500.00
P.II.A.13	Concrete Wingwall (36")	1	EA.	\$5,000.00	\$5,000.00		\$0.00	1	EA.	\$5,000.00
P.II.A.14	Junction Box	1	EA.	\$3,000.00	\$3,000.00		\$0.00	1	EA.	\$3,000.00
P.II.A.15	Safety End Treatment (30" RCP)	2	EA.	\$6,000.00	\$12,000.00		\$0.00	2	EA.	\$12,000.00
P.II.A.16	Safety End Treatment (24" RCP)	3	EA.	\$3,500.00	\$10,500.00		\$0.00	3	EA.	\$10,500.00
P.II.A.17	Transition from 6'x3" RCB to 5'x3" RCB	1	EA.	\$2,750.00	\$2,750.00		\$0.00	1	EA.	\$2,750.00
P.II.A.18	Transition from 5'x3" RCB to 4'x3" RCB	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.II.A.19	Connect 18" RCP to 4'x3" RCB	2	EA.	\$1,500.00	\$3,000.00		\$0.00	2	EA.	\$3,000.00
P.II.A.20	Connect 18" RCP to 24" RCP	4	EA.	\$1,250.00	\$5,000.00		\$0.00	4	EA.	\$5,000.00
P.II.A.21	Connect 18" RCP to 30" RCP	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
P.II.A.22	Concrete Channel	230	S.Y.	\$63.00	\$14,490.00		\$0.00	230	S.Y.	\$14,490.00
P.II.A.23	OSHA Trench Excavation	2,402	L.F.	\$2.00	\$4,804.00		\$0.00	2,402	L.F.	\$4,804.00
	TOTAL PROPOSAL II-A				\$418,849.00		\$0.00			\$418,849.00
CHANGE ORDER NO. 1 (Proposal II-A)										
Extra CO1.2	3' x 5' Curb Inlet with 5' Extension	1	EA.	\$5,500.00	\$5,500.00		\$0.00	1	EA.	\$5,500.00
Extra CO1.3	Extra Move 5' Square Concrete Area Inlet	1	EA.	\$2,000.00	\$2,000.00		\$0.00	1	EA.	\$2,000.00
	TOTAL PROPOSAL II-A CHANGE ORDER NO. 1				\$7,500.00		\$0.00			\$7,500.00
PROPOSAL II-B - Wichita Detention Pond										
P.II.B.1	Excavation/Grading Detention Pond	1	L.S.	\$30,000.00	\$30,000.00		\$0.00	1	L.S.	\$30,000.00
P.II.B.2	Concrete Pilot Channel	270	S.Y.	\$63.00	\$17,010.00		\$0.00	270	S.Y.	\$17,010.00
P.II.B.3	Riprap	211	S.Y.	\$63.00	\$13,293.00		\$0.00	211	S.Y.	\$13,293.00
P.II.B.4	Detention Pond Outfall Structure	1	L.S.	\$16,500.00	\$16,500.00		\$0.00	1	L.S.	\$16,500.00
P.II.B.5	Hydro-mulch	8,000	S.Y.	\$1.50	\$12,000.00		\$0.00	8,000	S.Y.	\$12,000.00
P.II.B.6	Comprehensive Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00		\$0.00	1	L.S.	\$5,000.00
	TOTAL PROPOSAL II-B				\$93,803.00		\$0.00			\$93,803.00
PROPOSAL II-C - Loma Detention Pond										
P.II.C.1	Excavation/Grading Detention Pond	1	L.S.	\$33,000.00	\$33,000.00		\$0.00	1	L.S.	\$33,000.00
P.II.C.2	Concrete Pilot Channel	235	S.Y.	\$63.00	\$14,805.00		\$0.00	235	S.Y.	\$14,805.00
P.II.C.3	Riprap	130	S.Y.	\$64.00	\$8,320.00		\$0.00	130	S.Y.	\$8,320.00
P.II.C.4	Detention Pond Outfall Structure	1	L.S.	\$12,000.00	\$12,000.00		\$0.00	1	L.S.	\$12,000.00
P.II.C.5	Hydro-mulch	7,570	S.Y.	\$1.00	\$7,570.00		\$0.00	7,570	S.Y.	\$7,570.00
	TOTAL PROPOSAL II-C				\$75,695.00		\$0.00			\$75,695.00

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CONTRACT CHANGE ORDER NO. 2
2015 DRAINAGE IMPROVEMENTS PROJECT, CONTRACT 1

Item No.	Item Description	Current Quantities	Units	Unit Price	Current Contract Amount	Quantity (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease	Revised Quantity	Units	Revised Amount
PROPOSAL II-D - Water										
P.II.D.1	8" PVC Pipe	-	L.F.	\$30.00	\$0.00		\$0.00	0	L.F.	\$0.00
P.II.D.2	Fittings	1	Ton	\$6,500.00	\$6,500.00		\$0.00	1	Ton	\$6,500.00
P.II.D.3	8" Water Main Connection	-	EA.	\$3,000.00	\$0.00		\$0.00	0	EA.	\$0.00
P.II.D.4	OSHA Trench Excavation	200	L.F.	\$2.00	\$400.00		\$0.00	200	L.F.	\$400.00
P.II.D.5	Tracer Wire	200	L.F.	\$1.00	\$200.00		\$0.00	200	L.F.	\$200.00
P.II.D.6	3/4" Water Service	8	EA.	\$700.00	\$5,600.00	(7)	(\$4,900.00)	1	EA.	\$700.00
P.II.D.7	678" Plug Water Main	1	EA.	\$800.00	\$800.00		\$0.00	1	EA.	\$800.00
P.II.D.8	6" Resilient Seat Gate Valve	1	EA.	\$980.00	\$980.00		\$0.00	1	EA.	\$980.00
P.II.D.9	8" Resilient Seat Gate Valve	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
TOTAL PROPOSAL II-D					\$15,730.00		(\$4,900.00)			\$10,830.00
CHANGE ORDER NO. 1 (Proposal II-D)										
Extra CO1.4	6" DI PVC Pipe	300	L.F.	\$28.00	\$8,400.00		\$0.00	300	L.F.	\$8,400.00
Extra CO1.5	Connection to Existing Waterlines	18	EA.	\$2,000.00	\$36,000.00		\$0.00	18	EA.	\$36,000.00
TOTAL PROPOSAL II-D CHANGE ORDER NO. 1					\$44,400.00		\$0.00			\$44,400.00
CHANGE ORDER NO. 2 (Proposal II-D)										
Extra CO2.1	Relocation of Fire Hydrant		EA.	\$2,600.00	\$0.00	1	\$2,600.00	1	L.F.	\$2,600.00
TOTAL PROPOSAL II-D CHANGE ORDER NO. 2					\$0.00		\$2,600.00			\$2,600.00
PROPOSAL II-E - Sewer										
P.II.E.1	8" PVC Sewer Pipe	40	L.F.	\$60.00	\$2,400.00	50	\$3,000.00	90	L.F.	\$5,400.00
P.II.E.2	Manholes	2	EA.	\$4,500.00	\$9,000.00		\$0.00	2	EA.	\$9,000.00
P.II.E.3	Extra Depth	5	V.F.	\$300.00	\$1,500.00		\$0.00	5	V.F.	\$1,500.00
P.II.E.4	Sewer Connection	2	EA.	\$1,350.00	\$2,700.00		\$0.00	2	EA.	\$2,700.00
P.II.E.5	4" PVC Sewer Services	250	L.F.	\$25.00	\$6,250.00	(250)	(\$6,250.00)	0	L.F.	\$0.00
P.II.E.6	OSHA Trench Excavation	369	L.F.	\$1.00	\$369.00		\$0.00	369	L.F.	\$369.00
P.II.E.7	Demolish Manhole	1	EA.	\$500.00	\$500.00		\$0.00	1	EA.	\$500.00
P.II.E.8	4" DI Sewer Services	80	L.F.	\$65.00	\$5,200.00	(80)	(\$5,200.00)	0	L.F.	\$0.00
TOTAL PROPOSAL II-E					\$27,919.00		(\$3,450.00)			\$19,469.00
PROPOSAL II-F - Street Reconstruction										
P.II.F.1	Excavation/Subgrade Preparation	840	S.Y.	\$6.50	\$5,460.00	272	\$1,768.00	1,112	S.Y.	\$7,228.00
P.II.F.2	Type B Hot Mix Asphaltic Concrete	840	S.Y.	\$40.00	\$33,600.00	136	\$5,440.00	976	S.Y.	\$39,040.00
P.II.F.3	Type D Hot Mix Asphaltic Concrete	6,544	S.Y.	\$9.00	\$58,896.00		\$0.00	6,544	S.Y.	\$58,896.00
P.II.F.4	5" Thick Concrete Paving	80	S.Y.	\$63.00	\$5,040.00		\$0.00	80	S.Y.	\$5,040.00
P.II.F.5	Curb and Gutter	864	L.F.	\$28.00	\$24,192.00	366	\$10,248.00	1,230	L.F.	\$34,440.00
P.II.F.6	Adjust Manhole Tops	6	EA.	\$750.00	\$4,500.00		\$0.00	6	EA.	\$4,500.00
P.II.F.7	Adjust Water Valves	4	EA.	\$450.00	\$1,800.00		\$0.00	4	EA.	\$1,800.00
TOTAL PROPOSAL II-F					\$133,488.00		\$17,456.00			\$150,944.00
CHANGE ORDER NO. 2 (Proposal II-F)										
Extra CO2.2	Edge Mill		L.F.	\$3.65	\$0.00	2,400	\$8,760.00	2,400	L.F.	\$8,760.00
TOTAL PROPOSAL II-F CHANGE ORDER NO. 2					\$0.00		\$8,760.00			\$8,760.00
PROPOSAL II-G - Additive Alternate										
P.II.G.1	24" Ribbon Curb	1,480	L.F.	\$13.00	\$19,240.00	(192)	(\$2,496.00)	1,288	L.F.	\$16,744.00
SUBTOTAL PROPOSAL II - WICHITA STREET					\$836,624.00		\$12,970.00			\$849,594.00
TOTAL PROJECT BASE PLUS ALTERNATE PROPOSAL					\$1,780,453.00		\$12,970.00			\$1,793,423.00
CHANGE ORDER NO. 1										
WALNUT STREET - Street Reconstruction										
CO1.6	Excavation and Subgrade Preparation	1,532	S.Y.	\$6.50	\$9,958.00		\$0.00	1,532	S.Y.	\$9,958.00
CO1.7	8" Type B HMA	1,532	S.Y.	\$38.00	\$58,216.00		\$0.00	1,532	S.Y.	\$58,216.00
CO1.8	2" Type C Hot Mix	1,532	S.Y.	\$12.50	\$19,150.00		\$0.00	1,532	S.Y.	\$19,150.00
CO1.9	Curb & Gutter Construction	1,453	L.F.	\$21.00	\$30,513.00		\$0.00	1,453	L.F.	\$30,513.00
CO1.10	Ribbon Curb	152	L.F.	\$13.00	\$1,976.00		\$0.00	152	L.F.	\$1,976.00
CO1.11	5" Thick Concrete - (Valley Gutter)	104	S.Y.	\$63.00	\$6,552.00		\$0.00	104	S.Y.	\$6,552.00
CO1.12	Concrete Sidewalk (5')	40	S.Y.	\$62.00	\$2,480.00		\$0.00	40	S.Y.	\$2,480.00
CO1.13	RipRap	133	S.Y.	\$63.00	\$8,379.00		\$0.00	133	S.Y.	\$8,379.00
CO1.14	Adjust Sanitary Sewer Manhole Tops	2	EA.	\$750.00	\$1,500.00		\$0.00	2	EA.	\$1,500.00
CO1.15	5" Concrete Driveway Repairs	26	S.Y.	\$62.00	\$1,612.00		\$0.00	26	S.Y.	\$1,612.00
CO1.16	Asphalt Driveway Repairs	224	S.Y.	\$62.00	\$13,888.00		\$0.00	224	S.Y.	\$13,888.00
CO1.17	Grass Channel (3:1)	205	L.F.	\$3.00	\$615.00		\$0.00	205	L.F.	\$615.00
CO1.18	Hydromulch	2,048	S.Y.	\$1.00	\$2,048.00		\$0.00	2,048	S.Y.	\$2,048.00
CO1.19	SWPPP	1	L.S.	\$5,000.00	\$5,000.00		\$0.00	1	L.S.	\$5,000.00
TOTAL WALNUT STREET (Street Reconstruction)					\$161,887.00		\$0.00			\$161,887.00
WALNUT STREET - Storm Sewer										
CO1.20	18" RCP Class III	461	L.F.	\$70.00	\$32,270.00		\$0.00	461	L.F.	\$32,270.00
CO1.21	18" RCP Class IV	54	L.F.	\$90.00	\$4,860.00		\$0.00	54	L.F.	\$4,860.00
CO1.22	10" Curb Inlet	4	EA.	\$3,500.00	\$14,000.00		\$0.00	4	EA.	\$14,000.00
CO1.23	Junction Box	1	EA.	\$3,000.00	\$3,000.00		\$0.00	1	EA.	\$3,000.00
CO1.24	OSHA	515	L.F.	\$1.00	\$515.00		\$0.00	515	L.F.	\$515.00
CO1.25	Concrete Wingwalls with Flared Wings	1	EA.	\$6,500.00	\$6,500.00		\$0.00	1	EA.	\$6,500.00
TOTAL WALNUT STREET (Storm Sewer)					\$61,145.00		\$0.00			\$61,145.00
MARKET STREET - Retaining Wall										
CO1.26	Retaining Wall	74	L.F.	\$1,200.00	\$88,800.00		\$0.00	74	L.F.	\$88,800.00
TOTAL MARKET STREET (Retaining Wall)					\$88,800.00		\$0.00			\$88,800.00
POND OUTLET STRUCTURES										
CO1.27	Chain Link Fence	126	L.F.	\$130.00	\$16,380.00		\$0.00	126	L.F.	\$16,380.00
TOTAL POND OUTLET STRUCTURES					\$16,380.00		\$0.00			\$16,380.00
CHURCH STREET - Sewer										
CO2.3	Connect to Existing Manhole (labor & equipment)		EA.	\$1,450.00	\$0.00	1	\$1,450.00	1	EA.	\$1,450.00
CO2.4	Install New Manhole (labor & equipment)		EA.	\$3,050.00	\$0.00	3	\$9,150.00	3	EA.	\$9,150.00
CO2.5	Install 12" SDR 26 PVC Sewer Line (labor & equipment)		L.F.	\$30.00	\$0.00	646	\$19,380.00	646	L.F.	\$19,380.00
CO2.6	Install 4" Sewer Service (labor & equipment)		EA.	\$600.00	\$0.00	5	\$3,000.00	5	EA.	\$3,000.00
TOTAL CHURCH STREET (Sewer)					\$0.00		\$32,980.00			\$32,980.00
CURRENT CONTRACT AMOUNT					\$2,108,665.00					
NET CONTRACT INCREASE							\$45,950.00			
TOTAL REVISED CONTRACT AMOUNT										\$2,154,615.00

THE NET INCREASE IN THE CONTRACT AMOUNTS TO **\$45,950.00**, WHICH MAKES THE NEW ADJUSTED CONTRACT TOTAL **\$2,154,615.00**. THIS CHANGE ORDER ADDS THE INSTALLATION OF A 12" SEWER MAIN ON CHURCH STREET, RELOCATION OF FIRE HYDRANT AND ADDS AND DEDUCTS OTHER MISCELLANEOUS ITEMS. THIS CHANGE ORDER WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO. THIS CHANGE ORDER WILL EXTEND THE CONTRACT TIME AN ADDITIONAL 60 DAYS.

Charles W. Scheler, P.E.
TRC Engineers, Inc.

Date

Signature
Douglas Rubio, President
Q&M Construction Co., Inc.

Date

Lew White, Mayor
City of Lockhart

Date

87



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

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCSolutions.com

CO #1

February 24, 2016

Mr. Vance Rodgers, City Manager
City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

RE: 2015 Drainage Improvements Contract 1, Richland Drive and Wichita Street
Bid Award Consideration

Dear Vance:

Three (3) sealed bids were received at Lockhart City Hall on February 23, 2016 at 11:00 A.M. for the above-referenced project. The project bids range from \$1,749,253.00 to \$2,052,017.75.00. A detailed bid tabulation is attached for your reference.

The low bidder, QroMex Construction Co. Inc., has completed many projects for the City in the past and is well known to TRC.

The project consists of the installation of approximately 4,200 feet of various size storm sewers, three storm water detention ponds, 23 storm water inlets, 4,300 feet of street paving, and 1,300 feet of water main. The purpose of the project is to improve drainage conditions in the Richland Drive and Wichita Street areas.

With the above items considered it is recommended that the City award a contract to QroMex Construction Company, Inc. in the amount of \$1,749,253.00 for the 2015 Drainage Improvements Contract 1 project. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,
TRC Engineers, Inc.

Charles W. Scheler, P.E.
Senior Project Manager

Enclosures Bid Tab



CD #1

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: March 1, 2016				
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 checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding the recommended award of a contract to QroMex Construction Company, Inc., of Granite Shoals, Texas, in the amount of \$1,749,253 for drainage, street, and utility improvements for the Richland Drive Drainage Project and the Wichita-Mesquite-Braden Drainage Project and appointing the Mayor to sign all contractual documents 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): 2015 Certificates of Obligation				
SUMMARY OF ITEM				
Public bids were advertised in compliance with State Law for these projects. 15 companies download construction plans, but only three bids were received ranging from \$1,749,253 to \$2,052,017.75. QroMex Construction Company, Inc., submitted the lowest bid. This company has completed more than 10 projects for the City of Lockhart and each was completed on or before time and at or below their bid. For example, this company completed all of the water and sewer adjustments/relocations for the US 183 widening project.				
STAFF RECOMMENDATION				
The City Manager and City Engineer both respectfully recommend that the bid for these projects be awarded to QroMex Construction, Co., Inc, in the amount of \$1,749,253.				
List of Supporting Documents: Letter of recommendation, Bid Information		Other Departments, Boards, Commissions or Agencies:		

OWNER: CITY OF LOCKHART
CONTRACTOR: QRO MEX CONSTRUCTION CO., INC.
ENGINEER: TRC ENGINEERS, INC.
October 13, 2016

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS:


Item No.	Item Description	Contract Quantity	Units	Unit Price	Contract Amount	Quantity (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease	Revised Quantity	Units	Revised Amount
RICHLAND DRIVE										
PROPOSAL I-A - Street Reconstruction										
P.I.A.1	Excavation/Subgrade Preparation	4,300	S.Y.	\$6.50	\$27,950.00		\$0.00	4,300	S.Y.	\$27,950.00
P.I.A.2	8" Type B Hot Mix Asphalt Concrete	4,300	S.Y.	\$38.00	\$163,400.00		\$0.00	4,300	S.Y.	\$163,400.00
P.I.A.3	2" Type C Hot Mix Asphalt Concrete	4,300	S.Y.	\$12.50	\$53,750.00		\$0.00	4,300	S.Y.	\$53,750.00
P.I.A.4	Curb and Gutter	2,642	L.F.	\$21.00	\$55,482.00		\$0.00	2,642	L.F.	\$55,482.00
P.I.A.5	Adjust Manhole Tops	4	EA.	\$750.00	\$3,000.00		\$0.00	4	EA.	\$3,000.00
P.I.A.6	Driveways/Concrete Sidewalks	220	S.Y.	\$62.00	\$13,640.00		\$0.00	220	S.Y.	\$13,640.00
P.I.A.7	Asphalt Driveways	600	S.Y.	\$62.00	\$37,200.00		\$0.00	600	S.Y.	\$37,200.00
P.I.A.8	Hydro-mulch	4,600	S.Y.	\$1.00	\$4,600.00		\$0.00	4,600	S.Y.	\$4,600.00
P.I.A.9	Comprehensive Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00		\$0.00	1	L.S.	\$5,000.00
TOTAL PROPOSAL I-A					\$384,022.00		\$0.00			\$384,022.00
PROPOSAL I-B - Storm Sewer										
P.I.B.1	5x3' Reinforced Concrete Box	527	L.F.	\$238.00	\$125,426.00		\$0.00	527	L.F.	\$125,426.00
P.I.B.2	4x3' Reinforced Concrete Box	486	L.F.	\$195.00	\$94,770.00		\$0.00	486	L.F.	\$94,770.00
P.I.B.3	36" RCP	378	L.F.	\$102.00	\$38,556.00		\$0.00	378	L.F.	\$38,556.00
P.I.B.4	24" RCP	185	L.F.	\$84.00	\$15,540.00		\$0.00	185	L.F.	\$15,540.00
P.I.B.5	18" RCP	235	L.F.	\$70.00	\$16,450.00		\$0.00	235	L.F.	\$16,450.00
P.I.B.6	10' Precast Curb Inlets	7	EA.	\$3,000.00	\$21,000.00		\$0.00	7	EA.	\$21,000.00
P.I.B.7	3' Concrete Inlet Box	2	EA.	\$2,100.00	\$4,200.00		\$0.00	2	EA.	\$4,200.00
P.I.B.8	Concrete Wingwall	1	EA.	\$7,500.00	\$7,500.00		\$0.00	1	EA.	\$7,500.00
P.I.B.9	4' Dia. Manhole	1	EA.	\$2,000.00	\$2,000.00		\$0.00	1	EA.	\$2,000.00
P.I.B.10	32" Dia. Manhole	3	EA.	\$2,000.00	\$6,000.00		\$0.00	3	EA.	\$6,000.00
P.I.B.11	Connect 18" RCP to 5x3' RCB	3	EA.	\$1,750.00	\$5,250.00		\$0.00	3	EA.	\$5,250.00
P.I.B.12	Connect 18" RCP to 4x3' RCB	2	EA.	\$1,250.00	\$2,500.00		\$0.00	2	EA.	\$2,500.00
P.I.B.13	Connect 18" RCP to 36" RCP	2	EA.	\$1,000.00	\$2,000.00		\$0.00	2	EA.	\$2,000.00
P.I.B.14	Connect 18" RCP to 24" RCP	1	EA.	\$950.00	\$950.00		\$0.00	1	EA.	\$950.00
P.I.B.15	Transition from 5x3' RCB to 4x3' RCB	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.I.B.16	Transition from 4x3' RCB to 36" RCP	1	EA.	\$1,500.00	\$1,500.00		\$0.00	1	EA.	\$1,500.00
P.I.B.17	Transition from 36" RCP to 24" RCP	1	EA.	\$1,500.00	\$1,500.00		\$0.00	1	EA.	\$1,500.00
P.I.B.18	Transition from 24" RCP to 18" RCP	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
P.I.B.19	Riprap	300	S.Y.	\$63.00	\$18,900.00		\$0.00	300	S.Y.	\$18,900.00
P.I.B.20	OSHA Trench Excavation	1,811	L.F.	\$1.00	\$1,811.00		\$0.00	1,811	L.F.	\$1,811.00
TOTAL PROPOSAL I-B					\$369,603.00		\$0.00			\$369,603.00
PROPOSAL I-C - Detention Pond										
P.I.C.1	Excavation/Grading Detention Pond	1	L.S.	\$30,000.00	\$30,000.00		\$0.00	1	L.S.	\$30,000.00
P.I.C.2	Concrete Pilot Channel	112	S.Y.	\$63.00	\$7,056.00		\$0.00	112	S.Y.	\$7,056.00
P.I.C.3	Riprap	320	S.Y.	\$63.00	\$20,160.00		\$0.00	320	S.Y.	\$20,160.00
P.I.C.4	42" RCP	74	L.F.	\$140.00	\$10,360.00		\$0.00	74	L.F.	\$10,360.00
P.I.C.5	Detention Pond Outfall Structure	1	L.S.	\$16,000.00	\$16,000.00		\$0.00	1	L.S.	\$16,000.00
P.I.C.6	Hydro-mulch	11,500	S.Y.	\$2.00	\$23,000.00		\$0.00	11,500	S.Y.	\$23,000.00
P.I.C.7	Regrade Earthen Channel	1,416	L.F.	\$3.00	\$4,248.00		\$0.00	1,416	L.F.	\$4,248.00
P.I.C.8	42" RCP	1	EA.	\$6,000.00	\$6,000.00		\$0.00	1	EA.	\$6,000.00
TOTAL PROPOSAL I-C					\$116,824.00		\$0.00			\$116,824.00
PROPOSAL I-D - Water and Sewer										
P.I.D.1	8" PVC Pipe	1,295	L.F.	\$28.00	\$36,260.00		\$0.00	1,295	L.F.	\$36,260.00
P.I.D.2	6" DI Pipe	15	L.F.	\$45.00	\$675.00		\$0.00	15	L.F.	\$675.00
P.I.D.3	Fittings	1	Ton	\$6,650.00	\$6,650.00		\$0.00	1	Ton	\$6,650.00
P.I.D.4	Tapping Sleeve/Valve	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.I.D.5	Fire Hydrants	3	EA.	\$3,500.00	\$10,500.00		\$0.00	3	EA.	\$10,500.00
P.I.D.6	OSHA Trench Excavation	1,310	L.F.	\$1.00	\$1,310.00		\$0.00	1,310	L.F.	\$1,310.00
P.I.D.7	Tracer Wire	1,295	L.F.	\$1.00	\$1,295.00		\$0.00	1,295	L.F.	\$1,295.00
P.I.D.8	3/4" Water Service	22	EA.	\$800.00	\$17,600.00	1	\$800.00	23	EA.	\$18,400.00
P.I.D.9	6" Plug Water Main	1	EA.	\$500.00	\$500.00		\$0.00	1	EA.	\$500.00
P.I.D.10	Remove Existing Fire Hydrants	2	EA.	\$350.00	\$700.00		\$0.00	2	EA.	\$700.00
P.I.D.11	4" PVC Sewer Services	11	EA.	\$950.00	\$10,450.00		\$0.00	11	EA.	\$10,450.00
P.I.D.12	6" Resilient Seat Gate Valve	3	EA.	\$980.00	\$2,940.00		\$0.00	3	EA.	\$2,940.00
P.I.D.13	8" Resilient Seat Gate Valve	1	EA.	\$1,200.00	\$1,200.00		\$0.00	1	EA.	\$1,200.00
TOTAL PROPOSAL I-D					\$92,580.00		\$800.00			\$93,380.00
SUBTOTAL PROPOSAL I - RICHLAND DRIVE					\$943,029.00		\$800.00			\$943,829.00
WICHITA STREET										
PROPOSAL II-A - Storm Sewer										
P.II.A.1	6x3' Reinforced Concrete Box	265	L.F.	\$259.00	\$68,635.00		\$0.00	265	L.F.	\$68,635.00
P.II.A.2	5x3' Reinforced Concrete Box	160	L.F.	\$240.00	\$38,400.00		\$0.00	160	L.F.	\$38,400.00
P.II.A.3	4x3' Reinforced Concrete Box	190	L.F.	\$195.00	\$37,050.00		\$0.00	190	L.F.	\$37,050.00
P.II.A.4	36" RCP	464	L.F.	\$102.00	\$47,328.00		\$0.00	464	L.F.	\$47,328.00
P.II.A.5	30" RCP	777	L.F.	\$90.00	\$69,930.00		\$0.00	777	L.F.	\$69,930.00
P.II.A.6	24" RCP	418	L.F.	\$84.00	\$35,112.00		\$0.00	418	L.F.	\$35,112.00
P.II.A.7	18" RCP	130	L.F.	\$70.00	\$9,100.00		\$0.00	130	L.F.	\$9,100.00
P.II.A.8	10' Precast Curb Inlets	5	EA.	\$3,500.00	\$17,500.00	(1)	(\$3,500.00)	4	EA.	\$14,000.00
P.II.A.9	5' Precast Curb Inlets	2	EA.	\$3,250.00	\$6,500.00		\$0.00	2	EA.	\$6,500.00
P.II.A.10	3' Grate Inlet	2	EA.	\$3,000.00	\$6,000.00		\$0.00	2	EA.	\$6,000.00
P.II.A.11	5' Concrete Inlet Box	5	EA.	\$3,000.00	\$15,000.00		\$0.00	5	EA.	\$15,000.00
P.II.A.12	Concrete Wingwall (6x3')	1	EA.	\$7,500.00	\$7,500.00		\$0.00	1	EA.	\$7,500.00
P.II.A.13	Concrete Wingwall (36")	1	EA.	\$5,000.00	\$5,000.00		\$0.00	1	EA.	\$5,000.00
P.II.A.14	Junction Box	1	EA.	\$3,000.00	\$3,000.00		\$0.00	1	EA.	\$3,000.00
P.II.A.15	Safety End Treatment (30" RCP)	2	EA.	\$6,000.00	\$12,000.00		\$0.00	2	EA.	\$12,000.00
P.II.A.16	Safety End Treatment (24" RCP)	3	EA.	\$3,500.00	\$10,500.00		\$0.00	3	EA.	\$10,500.00
P.II.A.17	Transition from 6x3' RCB to 5x3' RCB	1	EA.	\$2,750.00	\$2,750.00		\$0.00	1	EA.	\$2,750.00
P.II.A.18	Transition from 5x3' RCB to 4x3' RCB	1	EA.	\$2,500.00	\$2,500.00		\$0.00	1	EA.	\$2,500.00
P.II.A.19	Connect 18" RCP to 4x3' RCB	2	EA.	\$1,500.00	\$3,000.00		\$0.00	2	EA.	\$3,000.00
P.II.A.20	Connect 18" RCP to 24" RCP	4	EA.	\$1,250.00	\$5,000.00		\$0.00	4	EA.	\$5,000.00
P.II.A.21	Connect 18" RCP to 30" RCP	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
P.II.A.22	Concrete Channel	230	S.Y.	\$63.00	\$14,490.00		\$0.00	230	S.Y.	\$14,490.00
P.II.A.23	OSHA Trench Excavation	2,402	L.F.	\$2.00	\$4,804.00		\$0.00	2,402	L.F.	\$4,804.00
TOTAL PROPOSAL II-A					\$422,349.00		(\$3,500.00)			\$418,849.00
CHANGE ORDER NO. 1 (Proposal II-A)										
Extra CO1.2	3' x 5' Curb Inlet with 5' Extension			\$5,500.00		1	\$5,500.00	1	EA.	\$5,500.00
Extra CO1.3	Extra Move 5' Square Concrete Area Inlet			\$2,000.00		1	\$2,000.00	1	EA.	\$2,000.00
TOTAL PROPOSAL II-A CHANGE ORDER NO. 1					\$7,500.00		\$7,500.00			\$7,500.00
PROPOSAL II-B - Wichita Detention Pond										
P.II.B.1	Excavation/Grading Detention Pond	1	L.S.	\$30,000.00	\$30,000.00		\$0.00	1	L.S.	\$30,000.00
P.II.B.2	Concrete Pilot Channel	270	S.Y.	\$63.00	\$17,010.00		\$0.00	270	S.Y.	\$17,010.00
P.II.B.3	Riprap	211	S.Y.	\$63.00	\$13,293.00		\$0.00	211	S.Y.	\$13,293.00
P.II.B.4	Detention Pond Outfall Structure	1	L.S.	\$16,500.00	\$16,500.00		\$0.00	1	L.S.	\$16,500.00
P.II.B.5	Hydro-mulch	8,000	S.Y.	\$1.50	\$12,000.00		\$0.00	8,000	S.Y.	\$12,000.00
P.II.B.6	Comprehensive Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00		\$0.00	1	L.S.	\$5,000.00
TOTAL PROPOSAL II-B					\$93,803.00		\$0.00			\$93,803.00


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CONTRACT CHANGE ORDER NO. 1
2015 DRAINAGE IMPROVEMENTS PROJECT, CONTRACT 1

Item No.	Item Description	Contract Quantity	Units	Unit Price	Contract Amount	Quantity (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease	Revised Quantity	Units	Revised Amount
PROPOSAL II-C - Loma Detention Pond										
P.II.C.1	Excavation/Grading Detention Pond	1	L.S.	\$33,000.00	\$33,000.00		\$0.00	1	L.S.	\$33,000.00
P.II.C.2	Concrete Pilot Channel	235	S.Y.	\$63.00	\$14,805.00		\$0.00	235	S.Y.	\$14,805.00
P.II.C.3	Riprap	130	S.Y.	\$84.00	\$8,320.00		\$0.00	130	S.Y.	\$8,320.00
P.II.C.4	Detention Pond Outfall Structure	1	L.S.	\$12,000.00	\$12,000.00		\$0.00	1	L.S.	\$12,000.00
P.II.C.5	Hydro-mulch	7,570	S.Y.	\$1.00	\$7,570.00		\$0.00	7,570	S.Y.	\$7,570.00
TOTAL PROPOSAL II-C					\$75,695.00		\$0.00			
PROPOSAL II-D - Water										
P.II.D.1	5" PVC Pipe	200	L.F.	\$30.00	\$6,000.00	(200)	(\$6,000.00)	0	L.F.	\$0.00
P.II.D.2	Fittings	1	Ten	\$6,500.00	\$6,500.00		\$0.00	1	Ten	\$6,500.00
P.II.D.3	8" Water Main Connection	4	EA.	\$3,000.00	\$12,000.00	(4)	(\$12,000.00)	0	EA.	\$0.00
P.II.D.4	OSHA Trench Excavation	200	L.F.	\$2.00	\$400.00		\$0.00	200	L.F.	\$400.00
P.II.D.5	Tracer Wire	200	L.F.	\$1.00	\$200.00		\$0.00	200	L.F.	\$200.00
P.II.D.6	3/4" Water Service	8	EA.	\$700.00	\$5,600.00		\$0.00	8	EA.	\$5,600.00
P.II.D.7	6" Plug Water Main	1	EA.	\$800.00	\$800.00		\$0.00	1	EA.	\$800.00
P.II.D.8	6" Resilient Seat Gate Valve	1	EA.	\$980.00	\$980.00		\$0.00	1	EA.	\$980.00
P.II.D.9	8" Resilient Seat Gate Valve	1	EA.	\$1,250.00	\$1,250.00		\$0.00	1	EA.	\$1,250.00
TOTAL PROPOSAL II-D					\$33,730.00		(\$18,000.00)			\$15,730.00
CHANGE ORDER NO. 1 (Proposal II-D)										
Extra CO1.4	6" DI PVC Pipe			\$28.00		300	\$8,400.00	300	L.F.	\$8,400.00
Extra CO1.5	Connection to Existing Waterlines			\$2,000.00		18	\$36,000.00	18	EA.	\$36,000.00
TOTAL PROPOSAL II-D/CHANGE ORDER NO. 1					\$0.00		\$44,400.00			\$44,400.00
PROPOSAL II-E - Sewer										
P.II.E.1	8" PVC Sewer Pipe	40	L.F.	\$60.00	\$2,400.00		\$0.00	40	L.F.	\$2,400.00
P.II.E.2	Manholes	2	EA.	\$4,500.00	\$9,000.00		\$0.00	2	EA.	\$9,000.00
P.II.E.3	Extra Depth	5	V.F.	\$300.00	\$1,500.00		\$0.00	5	V.F.	\$1,500.00
P.II.E.4	Sewer Connection	2	EA.	\$1,350.00	\$2,700.00		\$0.00	2	EA.	\$2,700.00
P.II.E.5	4" PVC Sewer Services	250	L.F.	\$25.00	\$6,250.00		\$0.00	250	L.F.	\$6,250.00
P.II.E.6	OSHA Trench Excavation	369	L.F.	\$1.00	\$369.00		\$0.00	369	L.F.	\$369.00
P.II.E.7	Demolish Manhole	1	EA.	\$500.00	\$500.00		\$0.00	1	EA.	\$500.00
P.II.E.8	4" DI Sewer Services	80	L.F.	\$65.00	\$5,200.00		\$0.00	80	L.F.	\$5,200.00
TOTAL PROPOSAL II-E					\$27,919.00		\$0.00			\$27,919.00
PROPOSAL II-F - Street Reconstruction										
P.II.F.1	Excavation/Subgrade Preparation	840	S.Y.	\$5.50	\$4,620.00		\$0.00	840	S.Y.	\$4,620.00
P.II.F.2	Type B Hot Mix Asphaltic Concrete	840	S.Y.	\$40.00	\$33,600.00		\$0.00	840	S.Y.	\$33,600.00
P.II.F.3	Type D Hot Mix Asphaltic Concrete	6,544	S.Y.	\$9.00	\$58,896.00		\$0.00	6,544	S.Y.	\$58,896.00
P.II.F.4	5" Thick Concrete Paving	80	S.Y.	\$63.00	\$5,040.00		\$0.00	80	S.Y.	\$5,040.00
P.II.F.5	Curb and Gutter	864	L.F.	\$28.00	\$24,192.00		\$0.00	864	L.F.	\$24,192.00
P.II.F.6	Adjust Manhole Tops	6	EA.	\$750.00	\$4,500.00		\$0.00	6	EA.	\$4,500.00
P.II.F.7	Adjust Water Valves	4	EA.	\$450.00	\$1,800.00		\$0.00	4	EA.	\$1,800.00
TOTAL PROPOSAL II-F					\$133,488.00		\$0.00			\$133,488.00
PROPOSAL II-G - Additive Alternate										
P.II.G.1	24" Ribbon Curb	1,480	L.F.	\$13.00	\$19,240.00		\$0.00	1,480	L.F.	\$19,240.00
SUBTOTAL PROPOSAL II - WICHITA STREET					\$806,224.00		\$30,400.00			\$836,624.00
TOTAL PROJECT BASE PLUS ALTERNATE PROPOSAL					\$1,749,253.00		\$31,200.00			\$1,780,453.00
CHANGE ORDER NO. 1										
WALNUT STREET - Street Reconstruction										
CO1.6	Excavation and Subgrade Preparation			\$6.50		1,532	\$9,958.00	1,532	S.Y.	\$9,958.00
CO1.7	8" Type B HMA			\$38.00		1,532	\$58,216.00	1,532	S.Y.	\$58,216.00
CO1.8	2" Type C Hot Mix			\$12.50		1,532	\$19,150.00	1,532	S.Y.	\$19,150.00
CO1.9	Curb & Gutter Construction			\$21.00		1,453	\$30,513.00	1,453	L.F.	\$30,513.00
CO1.10	Ribbon Curb			\$13.00		152	\$1,976.00	152	L.F.	\$1,976.00
CO1.11	5" Thick Concrete - (Valley Gutter)			\$63.00		104	\$6,552.00	104	S.Y.	\$6,552.00
CO1.12	Concrete Sidewalk (5')			\$62.00		40	\$2,480.00	40	S.Y.	\$2,480.00
CO1.13	Riprap			\$63.00		133	\$8,379.00	133	S.Y.	\$8,379.00
CO1.14	Adjust Sanitary Sewer Manhole Tops			\$750.00		2	\$1,500.00	2	EA.	\$1,500.00
CO1.15	5" Concrete Driveway Repairs			\$62.00		26	\$1,612.00	26	S.Y.	\$1,612.00
CO1.16	Asphalt Driveway Repairs			\$62.00		224	\$13,888.00	224	S.Y.	\$13,888.00
CO1.17	Grass Channel (3:1)			\$3.00		205	\$615.00	205	L.F.	\$615.00
CO1.18	Hydro-mulch			\$1.00		2,048	\$2,048.00	2,048	S.Y.	\$2,048.00
CO1.19	SWPPP			\$5,000.00		1	\$5,000.00	1	L.S.	\$5,000.00
TOTAL WALNUT STREET (Street Reconstruction)							\$161,887.00			\$161,887.00
WALNUT STREET - Storm Sewer										
CO1.20	18" RCP Class III			\$70.00		461	\$32,270.00	461	L.F.	\$32,270.00
CO1.21	18" RCP Class IV			\$90.00		54	\$4,860.00	54	L.F.	\$4,860.00
CO1.22	10" Curb Inlet			\$3,500.00		4	\$14,000.00	4	EA.	\$14,000.00
CO1.23	Junction Box			\$3,000.00		1	\$3,000.00	1	EA.	\$3,000.00
CO1.24	OSHA			\$1.00		515	\$515.00	515	L.F.	\$515.00
CO1.25	Concrete Wingwalls with Flared Wings			\$6,500.00		1	\$6,500.00	1	EA.	\$6,500.00
TOTAL WALNUT STREET (Storm Sewer)							\$61,145.00			\$61,145.00
MARKET STREET - Retaining Wall										
CO1.26	Retaining Wall			\$1,200.00		74	\$88,800.00	74	L.F.	\$88,800.00
TOTAL MARKET STREET (Retaining Wall)							\$88,800.00			\$88,800.00
POND OUTLET STRUCTURES										
CO1.27	Chain Link Fence			\$130.00		126	\$16,380.00	126	L.F.	\$16,380.00
TOTAL POND OUTLET STRUCTURES							\$16,380.00			\$16,380.00
ORIGINAL CONTRACT AMOUNT					\$1,749,253.00					
NET CONTRACT INCREASE							\$359,412.00			
TOTAL REVISED CONTRACT AMOUNT										\$2,108,665.00

THE NET INCREASE IN THE CONTRACT AMOUNTS TO \$359,412.00, WHICH MAKES THE NEW ADJUSTED CONTRACT TOTAL \$2,108,665.00. THIS CHANGE ORDER ADDS THE RECONSTRUCTION OF WALNUT STREET, ADDS A RETAINING WALL ON MARKET STREET AND ADDS OTHER MISCELLANEOUS ITEMS. THIS CHANGE ORDER WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO. THIS CHANGE ORDER WILL EXTEND THE CONTRACT TIME AN ADDITIONAL 150 DAYS.


Charles W. Scheler, P.E.
TRC Engineers, Inc.


Gualberto Rubio, President
Oro Mex Construction Co., Inc.


Lew White, Mayor
City of Lockhart

10/14/16
Date

10/14/16
Date

10/18/16
Date



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 Reviewed by Legal	<input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Not Applicable
Council Meeting Dates: October 18, 2016			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature:	City Manager		10-13-2016
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" 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 Change Order # 1 for Qro-Mex Construction Company, Inc., to increase the current contract by \$359,412 making the new contract amount \$2,108,665 for drainage, utility, and road improvements on East Walnut Street between City Park and Carver Street and on the East Market Street drainage area, and appointing the Mayor to sign the change order 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
Budget			\$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): 2015 CO Funds			
SUMMARY OF ITEM			
Qro-Mex Construction Company, Inc., has the current contract to perform utility, drainage, and street improvements on the Richland Drive project and on the Mesquite-Braden-Vega-Wichita Street project; the unit prices for the work were very good. The contractor has agreed to extend the same unit prices for the proposed change order. The total current contract is \$1,749,253. The proposed Change Order # 1 would add \$359,412 to the current contract to construct drainage and street improvements on East Walnut Street West of Carver Street and to make drainage improvements on the south side of East Market Street east of the railroad tracks. The increase in the contract, if approved, would be 20.5%; State Law allows up to a 25% increase without re-bidding. The new contract amount, if Change Order # 1 is approved, will then be \$2,108,665.			
STAFF RECOMMENDATION			
City Manager respectfully recommends approval of Change Order #1 in the amount of \$359,412 for the existing contract with Qro-Mex Construction Company, Inc.			
List of Supporting Documents: Change Order # 1, Current Contract Approval by Council		Other Departments, Boards, Commissions or Agencies:	

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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: March 21, 2017				
Department: Economic Development		Initials	Date	
Department Head: Robert Tobias	Asst. City Manager			
Dept. Signature:	City Manager			3-16-2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias, Vance Rodgers				
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				
<div style="text-align: center;">CAPTION</div> <div style="text-align: right; color: blue; font-style: italic; font-size: 1.2em;">2nd Reading</div> <p>Discussion and/or action regarding Resolution 2017-07 approving a 4A type project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Hill Country Foodworks, LLC, in an amount not to exceed \$186,000 to employ a minimum of 20 FTE employees with an average annual wage of \$30,250 and an estimated capital investment of \$1.475 million over the 3-year contractual period for land/building located at 215 E MLK Jr Industrial Blvd, improvements and professional services.</p>				
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				
<p>The Lockhart Economic Development Corporation (LEDC) unanimously approved LEDC Resolution 2017-04 at its recent board meeting on March 13, 2017, after receiving input from Jacob Cathey one of the owners of Hill Country Foodworks, the required notice of public hearing, inputs from staff, and reviewing the Economic Impact Data Sheet.</p>				
STAFF RECOMMENDATION				
<p>Staff recommends approval of Resolution 2017-07 as presented.</p>				
List of Supporting Documents: Resolution 2017-07, LEDC Resolution 2017-04, Draft LEDC Minutes of March 13, 2017 meeting, Public Hearing Notice and Economic Impact Data Sheet		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation <div style="text-align: right; color: blue; font-size: 1.5em;">93</div>		

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING A 4A TYPE PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF HILL COUNTRY FOODWORKS, LLC. IN AN AMOUNT NOT TO EXCEED \$186,000 TO EMPLOY A MINIMUM OF 20 EMPLOYEES WITH AN AVERAGE ANNUAL WAGE OF \$30,250 AND AN ESTIMATED INVESTMENT OF \$1.475 MILLION OVER THE THREE (3) YEAR CONTRACT PERIOD FOR LAND & BUILDING LOCATED AT 215 E. MLK, JR. INDUSTRIAL BLVD., IMPROVEMENTS, AND PROFESSIONAL SERVICES.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within the state; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC provides food processing services, and related services and products; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC desires to locate a manufacturing facility for the management, development and/or production of its food processing and related services and products within the city limits of Lockhart; and

WHEREAS, the location of the proposed **HILL COUNTRY FOODWORKS, LLC** facility in Lockhart will create primary jobs and expand economic growth and opportunities in the City, the surrounding area, and the State; and

WHEREAS, HILL COUNTRY FOODWORKS, LLC proposes to create at least 20 new Full Time Equivalent jobs in the Lockhart area to work at the proposed facility; and

WHEREAS, the Lockhart Economic Development Corporation (LEDC) has determined that the proposed **HILL COUNTRY FOODWORKS, LLC** facility meets the criteria for a project pursuant to the Act; and

WHEREAS, an existing metal building owned by LEDC with a footprint of approximately 6,900 square feet at 215 E. MLK, Jr. Industrial Blvd. became available in the Lockhart Industrial Park II, and

WHEREAS, the LEDC proposes to sell to **HILL COUNTRY FOODWORKS, LLC** that certain building located at 215 E. MLK, Jr. Industrial Blvd. at a purchase price of \$380,000 located in the Lockhart Industrial Park II, and shall use additional project reimbursable funds up

to \$134,000 to help pay **HILL COUNTRY FOODWORKS, LLC**, for costs of improvements to the Properties and/or equipment, and shall use additional funds of up to \$52,000 to employ a minimum of 20 Full Time Equivalent ("FTE") employees with an average annual wage of \$30,250 provided that appropriate proof of employment and wages throughout the three (3) year period are validated, for a total project value not to exceed \$186,000.

WHEREAS, the LEDC held a public hearing and discussed and approved this project on March 13, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Lockhart City Council as follows:

SECTION 1. That real property located in Lockhart Industrial Park II is to be used to induce job creation and investment in Lockhart.

SECTION 2. That the Lockhart Economic Development Corporation proposes the project to the Lockhart City Council for approval of the sale of land, building, building improvements, and professional services in an amount not to exceed \$186,000; for the creation of 20 FTE primary jobs; and, for the development, retention, or expansion of a manufacturing and industrial facility which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

PASSED AND ADOPTED at a regular meeting of the Lockhart City Council held on this 21st day of March 2017.

City of Lockhart

ATTEST:

Lew White, Mayor

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: March 21, 2017				
Department: Economic Development			Initials	Date
Department Head: Robert Tobias		Asst. City Manager		
Dept. Signature:		City Manager		3-21-2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias, 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 an amended Chapter 380 Economic Development Incentive Agreement with Hill Country Foodworks, LLC which reflects a new scope of development including a 5,000 square foot addition to the building at 215 E MLK Jr Industrial Blvd which significantly increases the project investment for the project from \$450,000 to \$920,000 over the three year agreement period which includes a minimum of 20 jobs making a minimum annual wage of \$30,250				
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 approved a 380 Economic Development Incentive Agreement with Hill Country Foodworks, LLC on October 13, 2016. The previous project approval resolution has been rescinded. An amended 380 Agreement is needed to reflect the significant investment increase (from \$450,000 to \$920,000 not including the existing land and building) in the project by Hill Country Foodworks, LLC. The new agreement reflects possible higher property tax rebates because of the higher investment by the company as long as it maintains a minimum of 20 jobs at a minimum annual wage of \$30,250 for three years.				
STAFF RECOMMENDATION				
Staff respectfully recommends approval of the amended 380 Economic Development Incentive Agreement with Hill Country Foodworks, LLC				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
Previous 380 with tax rebate information; Proposed 380 with new tax rebate information				

STATE OF TEXAS

COUNTY OF CALDWELL

)
)
)

CITY OF LOCKHART

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

AMENDED 3-21-2017

This Agreement (the “*Agreement*”), which replaces with amendments the 380 Agreement entered into on October 18, 2016, is entered into by and between the City of Lockhart, Texas (the “*CITY*”), a Texas Home Rule City, and Hill Country Foodworks, Inc., a Texas Corporation duly authorized to conduct business in the State of Texas (“*Company*”). The CITY and Company may also be referred to collectively as the “*Parties*” or individually as a “*Party*.”

PART 1. RECITALS

Section 1.01. Company produces food products. .

Section 1.02. Company has informed the CITY that financial incentives from the CITY would induce the company to locate a manufacturing and distribution center in the City of Lockhart.

Section 1.03. By locating the facility in the City of Lockhart, the Company will create new jobs, generate new sales tax revenues, and add improvements to real property and personal property and inventory subject to ad valorem tax assessment.

Section 1.04. The CITY is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the City.

Section 1.05. The CITY has determined that providing an economic development program to Company pursuant to Texas Local Government Code, Chapter 380 as an incentive to locate its Central Texas operations in the City of Lockhart will serve a public purpose by promoting local economic development and stimulating business and commercial activity in the City.

Section 1.06. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II DEFINITIONS

Section 2.01. “Business” means the business activities of Company conducted in the City of Lockhart, Texas on the Land (as defined below) to include and related to the manufacturing and distribution of food products.

Section 2.02. “Grant Payments” means CITY’s Real Property Taxes and Personal Property Taxes generated by the Business on the Land for improvements to existing property and equipment. The real property and personal property tax portions of Grant Payments shall be paid in amounts equal to 20 - 100 percent of the Real Property Taxes, as defined herein, paid to CITY, and 20 – 100 percent of the Personal Property Taxes, as defined herein, paid to CITY, for the tax years described herein (see: Exhibit “A”).

Section 2.03. “Job” means a permanent, full time equivalent employment position (a minimum of 30 hours per week) resulting from and located at the Project, and meeting the criteria in section 3.01. Any other position does not qualify as a “Job” for purposes of this Agreement.

Section 2.04. “Land” means the real property within the city limits of the City of Lockhart, Texas upon which the Project shall be constructed and operated, commonly known as 215 E. MLK, JR. Industrial Blvd., and the adjacent lot to the east, Lockhart, Caldwell County, Texas

Section 2.05. “Personal Property” means all materials, supplies, equipment, inventory or other personal property attributable to the Business on the Land subject to ad valorem taxes.

Section 2.06. “Personal Property Taxes” are the City’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of all Company Personal Property subject to personal property taxes in Caldwell County.

Section 2.07. “Project” means the construction and operation of the Business on the Land and the addition of Real Property Improvements (as defined below) and the creation and maintenance of new Jobs.

Section 2.08. “Real Property Improvements” means improvements, expansions, and added manufacturing equipment to the existing building located at 215 E. MLK, JR. Industrial Blvd which is on Lot 4 A of the amending plat for the Resubdivision of Lot 4, Block I, and Lots 6, 7 and 15, Block 2, of the Amending Plat for the Resubdivison Plat Lockhart Industrial Park II, Revision No. 2.

Section 2.09. “Real Property Taxes” are the City’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of the Company’s real property subject to real property taxes in Caldwell County.

Section 2.10. The “**Term**” of this Agreement shall commence on the Effective Date and continue until all parties’ obligations in this Agreement have been met. The Effective Date of this Agreement will be the date of signature of the second party to execute the Agreement.

ARTICLE III COMPANY'S OBLIGATIONS

Section 3.01. Job Creation. Company shall create 20 Jobs in the first year of operation of the Business and keep an average of 20 such Jobs filled each year during the Term. Should company fail to maintain the average of 20 jobs in any one year, the tax rebate shall be reduced by the same equivalent ratio.

(a) Nondiscrimination. Company agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

(b) Minimum Job Requirements. All Jobs must be full-time equivalent positions with an average annual salary for all Jobs at a minimum of **\$30,250** .

Section 3.02. Addition of Real Property Improvements. Company shall complete the construction of the Real Property Improvements, including expansions, and add the required manufacturing equipment within 36 months of the effective date of this Agreement. Completion of the Real Property Improvements shall be evidenced by presentation of associated improvement costs to the CITY.

Section 3.03. Operation of Business. Company shall begin operation of the Business within 24 months of the effective date of this Agreement, and shall continuously operate, maintain and manage the Business for the duration of the Term.

Section 3.04. Compliance with Laws. In performing its obligations under this Article, Company shall comply with all applicable federal, state and local laws, regulations and ordinances.

ARTICLE IV GRANT PAYMENTS FROM THE CITY

Section 4.01. Grant Payments. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement, and Company's compliance with this Agreement, the CITY will make Grant Payments to Company in the manner set forth in this Article.

Section 4.02. Three-Year Payment Period. Provided Company has timely completed construction of the Real Property Improvements and created and maintained at least the number of Jobs required by this Agreement each year, the CITY shall make Grant Payments to Company once per year for a period of three (3) years.

Section 4.03. Time for Payment. Grant Payments will be made by the CITY on or before March 31 in the calendar year immediately following the full calendar year in which the property taxes upon which the Grant Payment amount is based are generated. Notwithstanding the foregoing, the CITY shall not be required to make Grant Payment during any applicable year unless and until:

(a) Company has submitted all information required under this Agreement, and/or reasonably requested by the CITY, necessary to verify its compliance;

(b) The Property Taxes for the prior year are received by the City from the Caldwell County Tax Assessor-Collector; and

(d) Funds are appropriated by the Lockhart City Council for the specific purpose of making a Grant Payment under this Agreement as part of the City's ordinary budget and appropriations approval process.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF COMPANY

As of the Effective Date, Company represents and warrants to the CITY, as follows:

Section 5.01. Organization. Company is a **Texas Corporation** duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas. The activities that company proposes to carry on at the Land may lawfully be conducted by Company.

Section 5.02. Authority. The execution, delivery and performance by Company of this Agreement are within Company's powers and have been duly authorized.

Section 5.03. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

Section 5.04. No Defaults. Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Agreement or instrument to which Company is a party or by which Company or any of its property is bound that would have any material adverse effect on Company's ability to perform under this Agreement.

Section 5.05 Full Disclosure. Neither this Agreement nor any schedule or exhibit attached hereto or provided by Company in connection with the negotiations of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

ARTICLE VI
PERSONAL LIABILITY OF PUBLIC OFFICIALS
AND LIMITATIONS ON CITY OBLIGATIONS

Section 6.01. Personal Liability of Public Officials. No officer, employee, agent or elected official of the CITY shall be personally liable for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on CITY Obligations. The Grant Payments made and any other financial obligation of the CITY hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the CITY as provided in this Agreement. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the CITY shall have no obligation or liability to pay any Grant Payments or other payments unless the CITY budgets and appropriates funds to make such payments during the CITY's fiscal year in which such Grant Payment(s) or other payments are payable under this Agreement. If the CITY fails to appropriate funds for a Grant Payment, Company may at its option terminate this Agreement effective upon written notice to the CITY as provided herein.

Section 6.03. No Recourse. Company shall have no recourse against the CITY for the CITY's failure to budget and appropriate funds during the fiscal year to meet the purposes and satisfy its obligations under this Agreement.

ARTICLE VII INFORMATION

Section 7.01. Information. Company shall, at such times and in such form as the CITY may reasonably request from Company, provide information concerning the performance of Company's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance with Agreement. Beginning in the year the Company receives its certificate of occupancy and continuing each

year thereafter during the term of this Agreement, Company shall submit to the CITY, on or before January 31, a certified statement acceptable to the city manager of the CITY, signed by an authorized officer or employee of Company, providing the following information:

(a) the total number of Jobs created in Lockhart in the preceding calendar year and cumulatively since the Effective Date, together with the annual average salary for each such Job at \$30,250; and

(b) a statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any noncompliance and any reasons therefore. After receiving a timely submitted certified statement, the CITY shall have 60 calendar days to notify Company in writing of any questions that the CITY may have concerning any of the information provided by Company, and Company shall diligently work in good faith to respond to such questions to the CITY's reasonable satisfaction within 10 business days of receiving such questions.

Section 7.03. Review of Company Records. Company agrees that the CITY will have the right to review the business records of Company that relate to the Project and Company's compliance with the terms of this Agreement at any reasonable time and upon at least 7 days' prior notice to Company in order to determine compliance with this Agreement. To the extent reasonably possible, Company shall make all such records available in electronic form or otherwise available to be accessed through the internet.

ARTICLE VIII DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Remedies for Noncompliance with Jobs Obligations. If, at the end of any applicable year during the Term, and subject to Sec. 3.01 above, Company is not in compliance with the obligations to create Jobs as provided in this Agreement, the CITY may, at its option,

terminate the Agreement by sending written notice of termination to Company or withhold Grant Payments that would otherwise be due to Company for that year. If the CITY elects to withhold Grant Payments, the CITY will resume Grant Payments for any subsequent years during the Term in which Company is in compliance; however, any Grant Payments withheld by the CITY for any years during which Company is not in compliance shall be deemed forfeited by Company and the CITY shall not be liable for payment of such Grant Payments.

Section 8.02. Notice of Default. At any time during the Term of this Agreement that Company is not in compliance with its obligations under this Agreement other than its obligations to create Jobs, the CITY may send Company notice of such non-compliance. If such non-compliance is not cured within 60 days after Company's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days as determined by the CITY, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "**Cure**"), then the CITY may, at its option, terminate this Agreement or withhold Grant Payments until such Cure occurs. Except as provided under section 8.01, upon a Cure by Company, the Grant Payments shall automatically and immediately resume except any Grant Payments withheld by the CITY for any years during which Company is not in compliance shall be deemed forfeited by Company and the CITY shall not be liable for payment of such Grant Payments. Except as to circumstances arising from an Event of *force majeure*, the Term shall not be extended as a result of any Cure period under this section.

Section 8.03. Remedies. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or

consequential damages. Notwithstanding the foregoing, the CITY, in entering into this Agreement, does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

Section 8.04. Delinquent Fees/Taxes. The City may deduct from any Grant Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed by Company to or for the benefit of the City of Lockhart.

Section 8.05. Force Majeure. *Force majeure* means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

Section 8.06. Indemnification. The CITY shall not be obligated to pay any indebtedness or obligations of Company. Company hereby agrees to indemnify and hold the CITY, and the CITY's elected officials, officers, employees, agents and officials harmless from and against (i) any indebtedness or obligations of Company, Business, the Project and any improvements to the Land, or any other obligation of Company as provided herein, and (ii) breach of any representation, warranty, covenant or Agreement of company contained in this Agreement, without regard to any notice or cure provisions. Company's indemnification obligation hereunder shall include payment of the CITY's reasonable attorneys' fees, costs and expenses with respect thereto.

ARTICLE IX MISCELLANEOUS

Section 9.01. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire Agreement between the parties with respect to the transactions contemplated herein.

Section 9.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by both parties.

Section 9.03. Assignment. Company may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without prior written consent of the CITY.

Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other parties thereto:

Company: Hill Country Foodworks
337 Millennium Drive
Unit 9 A
Neiderwald, Texas 78640

City: CITY OF LOCKHART
308 W. San Antonio St.
Lockhart, Texas 78644
Telephone: (512) 398-3461
Facsimile: (512) 398-5103

Either Party may change the address and contact information for notices under this section by providing written notice of such change to the other Party.

Section 9.06. Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas in Austin, Texas.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present of future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The CITY and Company intend that this Agreement shall not benefit or create any right or cause of action in and on behalf of any third-party beneficiary, or any individual or entity other than the CITY and Company or permitted assignees of the CITY and Company, except that the indemnification and hold harmless obligations by Company provided for in this Agreement shall inure to the benefit of the indemnities named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose

whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

EXECUTED in duplicate originals to be effective as of the Effective Date.

CITY OF LOCKHART, TEXAS

By: _____
Lew White, Mayor

Date: _____

ATTEST:

By: _____
Connie Constancio, City Secretary

Date: _____

HILL COUNTRY FOODWORKS

By: _____
Kyle Green
President

Date: _____

EXHIBIT "A"

Staff recommends a three year tax rebate of new property taxes on improvements, expansions, and equipment at the location at 100% for Year 1, 50% for Year 2, and 40% for Year 3, based on the Company locating, constructing and operating a manufacturing and distribution center in the City of Lockhart, and creating 20 new full-time equivalent jobs at the center in the first year and maintaining an average of 20 such jobs each year for the term of the Agreement with an average wage of \$30,250 annually.

<u>City Ad Valorem Taxes</u>	<u>Tax Rebate</u>	<u>Jobs Created/Retained</u>
Year 1	100%	20 created
Year 2	50%	20 average retained
Year 3	40%	20 average retained

Should company fail to maintain the average of 20 jobs in any one year, the tax rebate shall be reduced by the same equivalent ratio. For example, if in any one year, the average number of jobs is 10, the rebate will be reduced by 50% ($10/20=50\%$).

Tax rebates can only be considered for new buildings constructed, improvements to the existing building and/or equipment added for manufacturing. The tax rebate will be available during the three year period beginning the first property tax levied year after purchase property.

Proposed Tax Rebate Data Sheet- Hill Country Food Works 215 E MLK JR INDUSTRIAL BLVD

All subject to approval by Governing Bodies

13-Mar-17

Year	Existing Bldg and Property Not Eligible	Buildings and Property Improvements *	Furniture, Fixtures and Equipment	Total	Net Value w/o land
1	\$380,000	\$320,000	\$500,000	\$820,000	\$720,000
2			\$100,000	\$100,000	\$ 100,000
3			\$100,000	\$100,000	\$ 100,000
Totals		\$320,000	\$700,000	\$1,020,000	\$920,000

		Yr 1	Yr 2	Yr 3	Total
Tax Rate		100%	50%	40%	
City	\$ 0.7227	\$ 5,203.44	\$ 2,963.07	\$ 1,994.65	\$ 10,161
County	\$ 0.7752	\$ 5,581.44	\$ 3,178.32	\$ 2,852.74	\$ 11,612
Totals By Yr		\$ 10,784.88	\$ 6,141.39	\$ 4,847.39	\$ 21,773.66

* 700,000-380,000= \$320,000

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History

STATE OF TEXAS

COUNTY OF CALDWELL

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CITY OF LOCKHART

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Agreement (the "***Agreement***") is entered into by and between the City of Lockhart, Texas (the "***CITY***"), a Texas Home Rule City, and Hill Country Foodworks, Inc., a Texas Corporation duly authorized to conduct business in the State of Texas ("***Company***"). The CITY and Company may also be referred to collectively as the "***Parties***" or individually as a "***Party***."

PART 1. RECITALS

Section 1.01. Company produces food products. .

Section 1.02. Company has informed the CITY that financial incentives from the CITY would induce the company to locate a manufacturing and distribution center in the City of Lockhart.

Section 1.03. By locating the facility in the City of Lockhart, the Company will create new jobs, generate new sales tax revenues, and add improvements to real property and personal property and inventory subject to ad valorem tax assessment.

Section 1.04. The CITY is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the City.

Section 1.05. The CITY has determined that providing an economic development program to Company pursuant to Texas Local Government Code, Chapter 380 as an incentive to locate its Central Texas operations in the City of Lockhart will serve a public purpose by

promoting local economic development and stimulating business and commercial activity in the City.

Section 1.06. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II DEFINITIONS

Section 2.01. “Business” means the business activities of Company conducted in the City of Lockhart, Texas on the Land (as defined below) to include and related to the manufacturing and distribution of food products.

Section 2.02. “Grant Payments” means CITY’s Real Property Taxes and Personal Property Taxes generated by the Business on the Land for improvements to existing property and equipment. The real property and personal property tax portions of Grant Payments shall be paid in amounts equal to 20 - 100 percent of the Real Property Taxes, as defined herein, paid to CITY, and 20 – 100 percent of the Personal Property Taxes, as defined herein, paid to CITY, for the tax years described herein (see: Exhibit “A”).

Section 2.03. “Job” means a permanent, full time equivalent employment position (a minimum of 30 hours per week) resulting from and located at the Project, and meeting the criteria in section 3.01. Any other position does not qualify as a “Job” for purposes of this Agreement.

Section 2.04. “Land” means the real property within the city limits of the City of Lockhart, Texas upon which the Project shall be constructed and operated, commonly known as 215 E. MLK, JR. Industrial Blvd., and the adjacent lot to the east, Lockhart, Caldwell County, Texas

Section 2.05. "Personal Property" means all materials, supplies, equipment, inventory or other personal property attributable to the Business on the Land subject to ad valorem taxes.

Section 2.06. "Personal Property Taxes" are the City's share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of all Company Personal Property subject to personal property taxes in Caldwell County.

Section 2.07. "Project" means the construction and operation of the Business on the Land and the addition of Real Property Improvements (as defined below) and the creation and maintenance of new Jobs.

Section 2.08. "Real Property Improvements" means improvements, expansions, and added manufacturing equipment to the existing building located at 215 E. MLK, JR. Industrial Blvd which is on Lot 4 A and any improvements added to adjacent Lot 4 B., of the amending plat for the Resubdivision of Lot 4, Block I, and Lots 6, 7 and 15, Block 2, of the Amending Plat for the Resubdivison Plat Lockhart Industrial Park II, Revision No. 2.

Section 2.09. "Real Property Taxes" are the City's share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of the Company's real property subject to real property taxes in Caldwell County.

Section 2.10. The **"Term"** of this Agreement shall commence on the Effective Date and continue until all parties' obligations in this Agreement have been met. The Effective Date of this Agreement will be the date of signature of the second party to execute the Agreement.

ARTICLE III COMPANY'S OBLIGATIONS

Section 3.01. Job Creation. Company shall create 25 Jobs in the first year of operation of the Business and keep an average of 25 such Jobs filled each year during the Term. Should

company fail to maintain the average of 25 jobs in any one year, the tax rebate shall be reduced by the same equivalent ratio.

(a) Nondiscrimination. Company agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

(b) Minimum Job Requirements. All Jobs must be full-time equivalent positions with an average annual salary for all Jobs at a minimum of **\$30,000** .

Section 3.02. Addition of Real Property Improvements. Company shall complete the construction of the Real Property Improvements, including expansions, and add the required manufacturing equipment within 36 months of the effective date of this Agreement. Completion of the Real Property Improvements shall be evidenced by presentation of associated improvement costs to the CITY.

Section 3.03. Operation of Business. Company shall begin operation of the Business within 24 months of the effective date of this Agreement, and shall continuously operate, maintain and manage the Business for the duration of the Term.

Section 3.04. Compliance with Laws. In performing its obligations under this Article, Company shall comply with all applicable federal, state and local laws, regulations and ordinances.

ARTICLE IV GRANT PAYMENTS FROM THE CITY

Section 4.01. Grant Payments. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement, and Company's compliance with this Agreement, the CITY will make Grant Payments to Company in the manner set forth in this Article.

Section 4.02. Three-Year Payment Period. Provided Company has timely completed construction of the Real Property Improvements and created and maintained at least the number of Jobs required by this Agreement each year, the CITY shall make Grant Payments to Company once per year for a period of three (3) years.

Section 4.03. Time for Payment. Grant Payments will be made by the CITY on or before March 31 in the calendar year immediately following the full calendar year in which the property taxes upon which the Grant Payment amount is based are generated. Notwithstanding the foregoing, the CITY shall not be required to make Grant Payment during any applicable year unless and until:

(a) Company has submitted all information required under this Agreement, and/or reasonably requested by the CITY, necessary to verify its compliance;

(b) The Property Taxes for the prior year are received by the City from the Caldwell County Tax Assessor-Collector; and

(d) Funds are appropriated by the Lockhart City Council for the specific purpose of making a Grant Payment under this Agreement as part of the City's ordinary budget and appropriations approval process.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF COMPANY

As of the Effective Date, Company represents and warrants to the CITY, as follows:

Section 5.01. Organization. Company is a **Texas Corporation** duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas. The activities that company proposes to carry on at the Land may lawfully be conducted by Company.

Section 5.02. Authority. The execution, delivery and performance by Company of this Agreement are within Company's powers and have been duly authorized.

Section 5.03. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

Section 5.04. No Defaults. Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Agreement or instrument to which Company is a party or by which Company or any of its property is bound that would have any material adverse effect on Company's ability to perform under this Agreement.

Section 5.05 Full Disclosure. Neither this Agreement nor any schedule or exhibit attached hereto or provided by Company in connection with the negotiations of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

ARTICLE VI PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 6.01. Personal Liability of Public Officials. No officer, employee, agent or elected official of the CITY shall be personally liable for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on CITY Obligations. The Grant Payments made and any other financial obligation of the CITY hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the CITY as provided in this Agreement. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the CITY shall have no obligation or liability to pay any Grant Payments or other payments unless the CITY budgets and appropriates funds to make such payments during the CITY's fiscal year in which such Grant Payment(s) or other payments are payable under this Agreement. If the CITY fails to appropriate funds for a Grant Payment, Company may at its option terminate this Agreement effective upon written notice to the CITY as provided herein.

Section 6.03. No Recourse. Company shall have no recourse against the CITY for the CITY's failure to budget and appropriate funds during the fiscal year to meet the purposes and satisfy its obligations under this Agreement.

ARTICLE VII INFORMATION

Section 7.01. Information. Company shall, at such times and in such form as the CITY may reasonably request from Company, provide information concerning the performance of Company's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance with Agreement. Beginning in the year the Company receives its certificate of occupancy and continuing each year thereafter during the term of this Agreement, Company shall submit to the CITY, on or before January 31, a certified statement acceptable to the city manager of the CITY, signed by an authorized officer or employee of Company, providing the following information:

(a) the total number of Jobs created in Lockhart in the preceding calendar year and cumulatively since the Effective Date, together with the annual average salary for each such Job at \$30,000; and

(b) a statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any noncompliance and any reasons therefore. After receiving a timely submitted certified statement, the CITY shall have 60 calendar days to notify Company in writing of any questions that the CITY may have concerning any of the information provided by Company, and Company shall diligently work in good faith to respond to such questions to the CITY's reasonable satisfaction within 10 business days of receiving such questions.

Section 7.03. Review of Company Records. Company agrees that the CITY will have the right to review the business records of Company that relate to the Project and Company's compliance with the terms of this Agreement at any reasonable time and upon at least 7 days' prior notice to Company in order to determine compliance with this Agreement. To the extent reasonably possible, Company shall make all such records available in electronic form or otherwise available to be accessed through the internet.

ARTICLE VIII DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Remedies for Noncompliance with Jobs Obligations. If, at the end of any applicable year during the Term, and subject to Sec. 3.01 above, Company is not in compliance with the obligations to create Jobs as provided in this Agreement, the CITY may, at its option, terminate the Agreement by sending written notice of termination to Company or withhold Grant Payments that would otherwise be due to Company for that year. If the CITY elects to withhold Grant Payments, the CITY will resume Grant Payments for any subsequent years during the

Term in which Company is in compliance; however, any Grant Payments withheld by the CITY for any years during which Company is not in compliance shall be deemed forfeited by Company and the CITY shall not be liable for payment of such Grant Payments.

Section 8.02. Notice of Default. At any time during the Term of this Agreement that Company is not in compliance with its obligations under this Agreement other than its obligations to create Jobs, the CITY may send Company notice of such non-compliance. If such non-compliance is not cured within 60 days after Company's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days as determined by the CITY, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the CITY may, at its option, terminate this Agreement or withhold Grant Payments until such Cure occurs. Except as provided under section 8.01, upon a Cure by Company, the Grant Payments shall automatically and immediately resume except any Grant Payments withheld by the CITY for any years during which Company is not in compliance shall be deemed forfeited by Company and the CITY shall not be liable for payment of such Grant Payments. Except as to circumstances arising from an Event of *force majeure*, the Term shall not be extended as a result of any Cure period under this section.

Section 8.03. Remedies. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Notwithstanding the foregoing, the CITY, in entering into this Agreement, does not waive its immunity from suit or any other limitations on its liability,

contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

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Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other parties thereto:

Company: Hill Country Foodworks
337 Millennium Drive
Unit 9 A
Neiderwald, Texas 78640

City: CITY OF LOCKHART
308 W. San Antonio St.
Lockhart, Texas 78644
Telephone: (512) 398-3461
Facsimile: (512) 398-5103

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Section 9.06. Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas in Austin, Texas.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present of future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The CITY and Company intend that this Agreement shall not benefit or create any right or cause of action in and on behalf of any third-party beneficiary, or any individual or entity other than the CITY and Company or permitted assignees of the CITY and Company, except that the indemnification and hold harmless obligations by Company provided for in this Agreement shall inure to the benefit of the indemnities named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.


EXECUTED in duplicate originals to be effective as of the Effective Date.

CITY OF LOCKHART, TEXAS

By: 
Lew White, Mayor

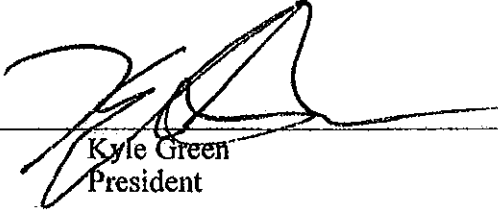
Date: 10-18-16

ATTEST:

By: 
Connie Constancio, City Secretary

Date: 10-18-2016

HILL COUNTRY FOODWORKS

By: 
Kyle Green
President

Date: 10/12/16

EXHIBIT "A"

Staff recommends a three year tax rebate of new property taxes on improvements, expansions, and equipment at the location at 100% for Year 1, 50% for Year 2, and 40% for Year 3, based on the Company locating, constructing and operating a manufacturing and distribution center in the City of Lockhart, and creating 25 new full-time equivalent jobs at the center in the first year and maintaining an average of 25 such jobs each year for the term of the Agreement with an average wage of \$30,000 annually.

<u>City Ad Valorem Taxes</u>	<u>Tax Rebate</u>	<u>Jobs Created/Retained</u>
Year 1	100%	25 created
Year 2	50%	25 average retained
Year 3	40%	25 average retained

Should company fail to maintain the average of 25 jobs in any one year, the tax rebate shall be reduced by the same equivalent ratio. For example, if in any one year, the average number of jobs is 10, the rebate will be reduced by 60% ($15/25=60\%$).

Tax rebates can only be considered for new buildings constructed, improvements to the existing building and/or equipment added for manufacturing. The tax rebate will be available during the three year period beginning on January 1, 2017.

Previous

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Proposed Tax Rebate Data Sheet- Hill Country Food Works 215 E MLK JR INDUSTRIAL BLVD

Only new additions, improvements, and equipment subject to rebate consideration.

Year	Buildings and Property Improvements	Furniture, Fixtures and Equipment	Total	Net Value w/o Land
1	\$300,000	\$150,000	\$450,000	\$450,000

	Tax Rate	Yr 1	Yr 2	Yr 3	Total
		100%	50%	40%	
City	\$ 0.7227	\$ 3,252.15	\$ 1,626.08	\$ 975.65	\$ 5,854
County	\$ 0.7144	\$ 3,214.80	\$ 1,607.40	\$ 1,285.92	\$ 6,108
Totals By Yr		\$ 6,466.95	\$ 3,233.48	\$ 2,261.57	\$ 11,961.99



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: March 21, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		3-13-2017
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 FY 16-17 City Council Goals update report 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 City Manager will provide synopsis of FY 16-17 City Council goals and seek input from Mayor and Council members				
STAFF RECOMMENDATION n/a				
List of Supporting Documents: FY 16-17 City Council Goals with update		Other Departments, Boards, Commissions or Agencies:		

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm
Update Mar 21, 2017

Priority	Council Person	Goals Submitted	City Manager Comments	FY 16-17 6 Months Update
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.	Richland Dr 100% complete, Mesquite/Braden 98% complete, E Walnut/Market St 40% complete, paved Bois D Arc-Median to Hwy 142, Plum between Frio and Rio Grande, scheduled Cedar from 183 to N Blanco, 18" Water Main Installed on N side of SH 142, Ash/Comal/Pine Project to be bid soon, Part of electric primary system put on the new substation; replaced bad water main on Walnut downtown to provide better pressure and fire fighting capabilities, ; paved all gravel streets with exception portions of Shady and Lovers Lane; Sewer extended on S Colorado near Airport; cracked sealed streets in 4 subdivisions. Working on required easements for utility projects.
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 Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved- \$ 132,000	3% recommended by CM and granted by Council: New step pay plans for Police and Fire approved
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)	Not supported by a majority of Council; working with volunteer groups to improve conditions; have own paving equipment now, need funding for water line replacement and paving materials.
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	No comment
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials	See 1 above please

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Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm
Update Mar 21, 2017

Priority	Council Person	Goals Submitted	City Manager Comments	FY 16-17 6 Months Update
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.	Ordinance amendment passed in March 2016 by Council and being enforced on a complaint basis.
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	Sandra retired in August 2016- new Economic Development Director Mr. Robert Tobias hired starting Jan 1, 2017 and he concentrating on this
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	Mr. Tobias actively pursuing these; price of land and lack of infrastructure in some areas a challenge'
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	See 1 above; LED lighting is much more expensive but experimenting with it in intersections for now like along City Line Road; City must comply with Senate Bill 5 requiring reduction of electric power use. We perform light candle watt readings and install brighter lights as needed.
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	Special Funding Required; Master Parks Plan in process now
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	See above

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Lockhart City Council
FY 16-17 Goals
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Priority	Council Person	Goals Submitted	City Manager Comments		FY 16-17 6 Months Update
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		See previous comment please
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials		\$100,000 budgeted for FY 16-17
3	Castillo	City Facilities	Not sure what this includes; can asses all departments for physical needs		We keep a priority list from Department Heads of equipment, vehicles, personnel, and special items during the budget process
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 soft good companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonable cost per sf plus higher traffic counts.		Price of land on US 183 and US 142 near SH 130 is still a challenge; Lack of traffic count above 20,000 per day average is also detrimental factor
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.		\$100,000 budgeted for FY 16-17
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000		Funding needed
130 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		Funding approved by Council for inside; more landscaping has been done and more planned.

Lockhart City Council
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Priority	Council Person	Goals Submitted	City Manager Comments	FY 16-17 6 Months Update
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.	See previous comment please; CM continues to talk with potential businesses
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	Master plan RFP will go out in next 90 days
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	3% recommended by CM and granted by Council: New step pay plans for Police and Fire approved
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 per Chief Lummus	New Police Chief Pedraza is working on addressing these issues and we provide a plan of action
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	LEDC fund balance is increasing and will help when commercial developments are looking at Lockhart.
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.	Residents wanting start one can contact the Police Department and talk with Officer Parra

Lockhart City Council
FY 16-17 Goals
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Update Mar 21, 2017

Priority	Council Person	Goals Submitted	City Manager Comments	FY 16-17 6 Months Update
4	Michelson	Improve signage on HWY 183 as well as SH 130 = directing people to Lockhart	Possibly use of some of the KIB grant money	Pending
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 Branding and wayfinding—may be included in #1	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	200 Block of S Commerce remarked which was the tightest one. Others will be considered when downtown streets are repaved during drainage project.
4	White		Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000	Pending new assistant planner hire to assist or handle the project
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board	Master plan RFP will go out in next 90 days
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.	Three subdivisions are about ready to start building
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	See previous comment please
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.	Current market study will be reviewed by new economic development director and come back with recommendation
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sq ft retail spaces with reasonable lease per sf. Most soft good retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes	LEDC fund balance is increasing and will help when commercial developments are looking at Lockhart.
5	White	Sidewalks to include lighting along Maple Street walkway	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway	Funding still an issue plus if developer on north side starts building the lights would be taken out.
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.	Pending new assistant planner hire to assist or handle the project; direction from Council about funding required
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	Master plan RFP will go out in next 90 days
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable	Not recommended at this time

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm
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Priority	Council Person	Goals Submitted	City Manager Comments	FY 16-17 6 Months Update
7	Gonzales-Sanchez	Parks Improvements: 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	Master plan RFP will go out in next 90 days
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	See previous comment please
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.	Council decision about funding; maintenance and operations funds will also be needed.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law	Not supported by a majority of Council; working with volunteer groups to improve conditions; have own paving equipment now, need funding for water line replacment and paving materials.
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra areas	Should be completed by Oct 2017
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 minimum 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.	Council decision about funding; maintenance and operations funds will also be needed.
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. Council can add more days keeping mind that Police and Fire expense go up.	See previous comment please.

LIST OF BOARD/COMMISSION VACANCIES

Updated: March 8, 2017

Board Name	Reappointments/Vacancies	Council member
NO VACANCIES		

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Paul Buckner	Parks & Recreation Advisory Board	April 1, 2016	District 2
Kobe Hurt	Airport Advisory Board	February 3, 2017	County resident

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.	
NOTES: AIRPORT ADVISORY BOARD	<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>
NOTES: CONSTRUCTION BOARD APPOINTMENTS	<p><i>Section B101.4, Board Decision,</i> is amended to read as follows: 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,</i> is amended to read as follows: 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>
NOTES: ELECTRIC BOARD APPOINTMENTS	<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>
NOTES: HISTORIC PRESERVATION COMMISSION	<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>
NOTES: PARKS ADVISORY BOARD	<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>

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

9/2/1

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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Updated 03/08/2017

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	Bill Faust	03/07/17
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	03/07/17
			03/07/17
			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
		Rob Ortiz, Alternate	03/07/17
	Planning & Zoning	Manuel Oliva	03/07/17

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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Updated 03/08/2017

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

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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Updated 03/08/2017

At-Large - Brad Westmoreland	Airport Board	Jayson "Tex" Cordova	03/07/17
	Board of Adjustment	Severo Castillo	03/07/17
	Construction Board (Alternate)	Gary Shafer	03/07/17
	Eco Dev. Revolving Loan	Edward Strayer	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Frank Estrada	03/07/17
	Historical Preservation	Terrance Gahan	03/07/17
	Library Board	Rebecca Lockhart	03/07/17
	Parks and Recreation	Dennis Placke	03/07/17
	Planning & Zoning	Christina Black	03/07/17
	Charter Review Commission (Five member commission) Term – 24 months after appointment	Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder	03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Hilburn 03/15/16 – Hilburn
	Sign Review Committee (no longer meeting)	Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark	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

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 conscentrate 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 maunufacturing
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 maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative 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 mintues of City Limis
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly 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 reasonalbe 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	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	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

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015	2016	2017
						FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$14,124,890.00		TOTAL PROJECT COST						
\$2,068,024.00	1	DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project						
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project						
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT						
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16			

City of Lockhart
2015 BOND PROGRAM

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