

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, OCTOBER 17, 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.

PRESENTATION ONLY

A. Presentation of a proclamation to Rosa Hernandez declaring October 17, 2017 as "Rosa Hernandez Day" in honor of recognizing her volunteer service as an advocate for a countless number of children through the CASA of Central Texas organization for 20 years.

DISCUSSION ONLY

- A. Discuss minutes of the City Council meeting of September 19, 2017 and September 26, 2017. 7-19
- B. Discuss 4th Quarter Fiscal Year 2017 Investment Report. 20-29
- C. Discuss agreement between the Nueces River Authority, Plum Creek Watershed Partnership, and the City of Lockhart whereby the Nueces River Authority, a governmental entity, provides professional engineering services in an amount not to exceed \$12,000 for evaluating riparian (areas adjacent to streams) conditions, delivering riparian education programs and development of a Quality Assurance Project Plan (QUAPP) for Town Branch which is required by the grant received from the Texas Commission on Environmental Quality (TCEQ) by the City of Lockhart, and appointing the City Manager to sign the agreement, if approved. 30-35
- D. Discuss Interlocal Agreement with Capital Area Emergency Communications District for good and services associated with the delivery of 911 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement. 36-50
- E. Discuss Resolution 2017-16 approving a Type B Project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Chunilal, Inc., DBA Schlotsky's, in an amount not to exceed \$72,166, to employ a minimum of 15 full-time equivalent employees with an average annual wage of \$16,416 and an estimated capital investment of \$1.4 million over the three-year contractual period for land, building and related improvements located at 111 N. Colorado Street. 51-69
- F. Discuss Chapter 380 Economic Development Agreement with Chunilal, Inc., DBA Schlotsky's, in an amount not to exceed \$19,050, whereby the company agrees to expand its business into the City of Lockhart Historic District and to invest an estimated \$1.4 million in buildings, equipment, and infrastructure, excluding land and agrees to employ a minimum of 15 full-time equivalent (FTE) jobs with an average annual wage of \$16,416 per year throughout the term of the agreement. 70-85

WORK SESSION continued...

- G. Discuss minor revisions to the 380 Economic Development Agreement between the City of Lockhart and Lockhart Emergency Care Center, LLC, (LECC) approved on September 5, 2017, whereby the Company agrees to expand its business into the City of Lockhart and to invest an estimated \$5.8 million in buildings, equipment and infrastructure, excluding land, and to employ a minimum of thirty (30) new full-time equivalent (FTE) jobs with an average wage of \$30.00 per hour through the term of the Agreement and employ at least 39 FTE jobs by the 10th year in exchange for property tax rebates potentially amounting to \$265,785 over a ten (10) year period, and appointing the Mayor to sign the agreement if approved. 86-112
- H. Discuss gifting in the interest of a public purpose unused salvage fire department related equipment to the Texas A&M Forest Service Helping Hands Program to be refurbished and donated to small fire departments within Texas. 113-115
- I. Discuss proposed Engineering Services Agreement with the Lower Colorado River Authority (LCRA) to identify large electric system improvements and maintenance projects within the system over a five-year period beginning January 1, 2018, and appointing the Mayor to sign the agreement. 116-127
- J. Discuss request by the City Manager and Bob Leos, Electric Superintendent, to consider approval of an Indefinite Delivery, Indefinite Quantity Professional Engineering Services Agreement with Corbett Technology for engineering services as needed at a rate not to exceed \$125.00 per hour, and appointing the City Manager to sign the agreement if approved. 128-130
- K. Discuss Ordinance 2017-39 which adopts City of Lockhart Electric revised Electric Service Construction Standards for Overhead and Underground Electric Services within the City and its service area. 131-147
- L. Discuss Ordinance 2017-41 adopting a Pole Attachment Agreement and Technical Design Manual to regulate pole attachments within the city in the interest of public right-of-way management. 148-176
- M. Discuss Ordinance 2017-42 amending the Lockhart Code of Ordinances, Chapter 58 – Utilities, by adding Article VI, use of rights of way by wireless network providers; providing for public right-of-way management; regulating the use, occupancy and maintenance of city rights-of-way by wireless network providers; providing the purpose; providing definitions; requiring compliance with the city design manual and applicable codes for the installation of network nodes and node support poles; providing procedures for permits; providing for permit fees and annual public right-of-way rental rates; providing restrictions on placement of network nodes and node support poles in municipal parks, residential areas, historic districts and design districts. 177-187
- N. Discuss Ordinance 2017-40 amending Chapter 22, Floods, Sections 22-130, Stormwater Runoff Design Specifications to include engineering design frequencies of 2, 20, 25, and 100 year events which will better control detention pond storm water releases. 188-194
- O. Discuss City Manager's recommendation to reject the only bid received for Fire Station #3 construction in the amount of \$995,000 from Countywide Builders. 195-197
- P. Discuss granting permission to the City Manager to pursue a long term water agreement with the Guadalupe-Blanco River Authority (GBRA) along with other public water supply entities for a long term future water supply source for Lockhart to be obtained in the southeastern portion of Caldwell County, and to bring a proposed agreement back to Council for consideration within the next 60 to 120 days. 198-201
- Q. Discuss request by Joel Gammage to approve closure of South Commerce Street from Prairie Lea Street to US 183 South to accommodate the car show event planned the first weekend in February, 2018. 202-218

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. CONSENT AGENDA

A. Approve minutes of the City Council meeting of September 19, 2017 and September 26, 2017.

B. Accept 4th Quarter Fiscal Year 2017 Investment Report.

C. Approve agreement between the Nueces River Authority, Plum Creek Watershed Partnership, and the City of Lockhart whereby the Nueces River Authority, a governmental entity, provides professional engineering services in an amount not to exceed \$12,000 for evaluating riparian (areas adjacent to streams) conditions, delivering riparian education programs and development of a Quality Assurance Project Plan (QUAPP) for Town Branch which is required by the grant received from the Texas Commission on Environmental Quality (TCEQ) by the City of Lockhart, and appointing the City Manager to sign the agreement, if approved.

D. Approve Interlocal Agreement with Capital Area Emergency Communications District for good and services associated with the delivery of 911 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement.

E. Approve Resolution 2017-16 approving a Type B Project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Chunilal, Inc., DBA Schlotzsky's, in an amount not to exceed \$72,166, to employ a minimum of 15 full-time equivalent employees with an average annual wage of \$16,416 and an estimated capital investment of \$1.4 million over the three-year contractual period for land, building and related improvements located at 111 N. Colorado Street.

F. Approve Chapter 380 Economic Development Agreement with Chunilal, Inc., DBA Schlotzsky's, in an amount not to exceed \$19,050, whereby the company agrees to expand its business into the City of Lockhart Historic District and to invest an estimated \$1.4 million in buildings, equipment, and infrastructure, excluding land and agrees to employ a minimum of 15 full-time equivalent (FTE) jobs with an average annual wage of \$16,416 per year throughout the term of the agreement.

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5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding request by Joel Gammage to approve closure of South Commerce Street from Prairie Lea Street to US 183 South to accommodate the car show event planned the first weekend in February, 2018. 202-218
- B. Discussion and/or action regarding appointments to various boards, commissions or committees. 219-234

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

- Update: Work 50% complete by Smith Contracting on Ash, Comal, Pine Street drainage project putting in storm water system first.
- Update: Work 75% complete for Evans Constructions installation of the large wastewater main along the north side of the railroad tracks near SH 130, north of SH 142.
- Update: US 183 Interceptor ditches 80% complete.
- Update: Work complete on replacing the bad 18" raw water transmission main in the well fields.
- Update: Corporal Jason K. LaFleur Sports Complex parking and field lighting work is progressing; rain has slowed down progress.
- Reminder: The Parks Master Plan Update Steering Committee has met twice and more meetings to come with public input.
- Reminder: Next Council meeting on November 16.
- Report: National Night Out.
- Report: Hill Country Cook-off Event.
- Report: Cross Country District Meet held in City Park.
- Election Day is November 7. Early voting is October 23 – November 3.

7. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST

*(**Items of Community Interest defined below)*

8. 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 13th day of October 2017 at 3:55 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

LOCKHART CITY COUNCIL

SEPTEMBER 19, 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
Peter Gruning, City Attorney
Lee Weatherford, Public Works Director

Connie Constancio, City Secretary
Jeff Hinson, Finance Director
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Bonnie Townsend and Landra Solansky, members of the Texas Court Clerks Association's Education Committee; and, Christy Hall of the Muscular Dystrophy Association; and, Mary LaPoint of the Caldwell County Appraisal District Association; and, Rich Finney of DotCommand Center; and, Citizens, Al Dressen, Bill Schroeder, Eric Scott Ross, Steven Youngman, Ellie Lewis, and Fredric Bell.

Work Session 6:30 p.m.

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:

PRESENTATION ONLY

A. PRESENTATION OF A PROCLAMATION TO THE HAYS-CALDWELL WOMEN'S CENTER DECLARING OCTOBER AS *NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH*.

Mayor White presented a proclamation to Representatives of the Hays-Caldwell Women's Center (HCWC) declaring October as National Domestic Violence Awareness month. Representatives of HCWC provided brief information about how their organization assists women involved with domestic violence in the surrounding area.

B. PRESENTATION TO ERIN WESTMORELAND, MUNICIPAL COURT ADMINISTRATOR, FOR OBTAINING HER LEVEL III CERTIFICATION AS A CERTIFIED MUNICIPAL COURT CLERK THROUGH THE TEXAS COURT CLERKS ASSOCIATION.

Bonnie Townsend and Landra Solansky, members of the Texas Court Clerks Association's Education Committee presented the Level III Certification to Erin Westmoreland. Commendations were expressed to Ms. Westmoreland for her educational achievement.

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C. PRESENTATION BY CHRISTY HALL, DIRECTOR OF BUSINESS MANAGEMENT FOR THE MUSCULAR DYSTROPHY ASSOCIATION RECOGNIZING LOCKHART FIRE RESCUE FOR THE 2017 MDA "FILL THE BOOT" CAMPAIGN.

Christy Hall presented recognition to the Lockhart Fire Rescue for their dedication in assisting in raising funds for the Muscular Dystrophy Association during the "Fill the Boot" campaign.

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF SEPTEMBER 5, 2017.

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

B. PRESENTATION AND DISCUSSION REGARDING THE CALDWELL COUNTY APPRAISAL DISTRICT'S (CCAD) FISCAL YEAR 2018 BUDGET.

Mayor White requested Mary LaPoint, Chief Appraiser to provide the CCAD's Fiscal Year 2018 budget. Ms. LaPoint provided information about the budget. There was discussion.

C. DISCUSS RESOLUTION 2017-14 TO REFLECT THE RECOVERY OF 4.1% IN CENTRAL TEXAS REFUSE CONTRACTUAL RATE INCREASES APPROVED DURING THE COUNCIL FISCAL YEAR 2017-2018 BUDGET PROCESS FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICE TO BE EFFECTIVE WITH THE FIRST BILLING CYCLE IN OCTOBER 2017.

Mr. Rodgers stated that the Resolution increases solid waste service rates by 4.1% in accordance with the current Central Texas Refuse contract for these services and as presented to Council during the budget process. This rate increase in most cases represents less than 1/2% of the total average utility bill. The rate increase would be effective in the first billing cycle in October 2017. The contract guarantees a 2.5% increase plus the June Consumer Price Index (CPI) of 1.6%. Mr. Rodgers recommended approval. There was discussion.

D. DISCUSS RESOLUTION 2017-15 APPROVING THE INVESTMENT POLICY FOR THE CITY OF LOCKHART, TEXAS.

Mr. Hinson stated that the Texas Public Funds Investment Act requires governing bodies of an investing entity to adopt and annually review a written investment and approve any changes to the policy. There was one change concerning investment training to the investment policy for 2017. Mr. Hinson recommended approval. There was discussion.

E. DISCUSS CITY MANAGER'S RECOMMENDED CHANGE ORDER #1 IN THE AMOUNT OF \$26,632.50 AMENDING THE CURRENT CONTRACT TO \$793,887.50 WITH MA SMITH CONTRACTING CO., INC. TO ADD AN ADDITIONAL DRAINAGE JUNCTION BOX WITH DRAINAGE PIPE ON BLANCO STREET AND TO INCREASE THE QUANTITIES TO CONCRETE HEADWALL WORK ON NORTH CHURCH STREET AT THE OUTFALL STRUCTURE.

Mr. Rodgers stated that an additional drainage waters junction box with drainage pipe is required on Blanco Street at Ash and the concrete headwall quantities at the outfall structure of North Church need to be increased due to a design change to avoid erosions. Sufficient funds are available to cover the change order. Mr. Rodgers recommended approval. There was discussion.

F. DISCUSS PROFESSIONAL SERVICES AGREEMENT WITH BESTLINE SOLUTIONS, INC. OF AUSTIN, TEXAS IN THE AMOUNT OF \$5,945.50 PER MONTH FOR INTERNET CONNECTION MANAGEMENT NETWORK DESIGN, 24-HOUR COMPLETE SYSTEM MONITORING, PROGRAMMING, TRAINING, DEVELOPMENT, IMPLEMENTATION, AND CONSULTING SERVICES FOR CITY OF LOCKHART, AND ALLOWING THE CITY MANAGER TO SIGN THE AGREEMENT, IF APPROVED. [1295=2017-09-19-29]

Mr. Rodgers stated that the City of Lockhart has had an agreement with Dot Command, Inc. (Rich Finney) since 2001. Mr. Finney has merged his company with Bestline Solutions, Inc. of Austin, Texas. This company has been in business for more than 20 years and has an impressive list of clients. The proposed professional services agreement is for 24-hour system monitoring services and complete computer system maintenance and repairs. The current Dot Command agreement was to be presented for renewal consideration by the Council in December of this year. Mr. Finney and his staff that have serviced the City in the past will continue to do so but with a broader support resource in Bestline. The support services provided by Dot Command Center, Inc., Rich Finney, to the City of Lockhart have been dependable. The proposed agreement mirrors the one originally reviewed by the City Attorney with exception of name changes, changing the termination notice from 30 days to 120 days and lowering the monthly rate. Mr. Rodgers recommended approval.

Rich Finney addressed the Council and explained the merge with Bestline, Inc. He stated that he and his staff would continue to monitor the City of Lockhart's network system and provide computer system maintenance and repair services yet they would utilize Bestline, Inc.'s assistance. There was discussion.

G. DISCUSS RESOLUTION 2017-12 NAMING THE CITY OF LOCKHART'S NOMINEE(S) TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT FOR THE 2018-2019 TERM.

Mr. Rodgers stated that during the September 5 meeting, the Council discussed naming an individual(s) as the City of Lockhart's nominee to be placed on the ballot of which each taxing entity would receive a ballot to cast votes between October 15, 2017 and October 30, 2017. The taxing entities would thereafter cast their vote(s) on the ballot to elect the five individuals to serve on the Caldwell County Appraisal District (CCAD) Board of Directors for the 2018-2019 term. The City of Lockhart has a voting entitlement of 457 votes. A name or names will be added to Resolution 2017-12 as directed by Council and it will be submitted to the CCAD on September 20 to include the name/names on the ballot. There was discussion about naming Alfredo Munoz as the City of Lockhart's nominee.

H. DISCUSS APPOINTMENT OF PARKS MASTER PLAN STEERING COMMITTEE MEMBERS MADE UP OF COUNCILMEMBERS, CITY STAFF, TWO PARKS ADVISORY BOARD MEMBERS, BUSINESS AND CIVIC ORGANIZATION MEMBERS, AND OTHERS AS DETERMINED BY COUNCIL TO SERVE AS A SOUNDING BOARD FOR RECOMMENDATIONS MADE BY THE CONSULTANT.

Mr. Rodgers stated that the Parks Master Plan Scope of Work includes appointment by Council of a Steering Committee to perform tasks as outlined in the document. The first meeting would be on Thursday, September 28 and the first public meeting would be held on Tuesday, October 10. Meetings will be held in the Glosserman Room at City Hall and they begin at 6:00 p.m. The Parks Board has recommended appointment of Albert Villalpando and Dennis Placke. It is proposed that Council appoint at least one community committee member each and collectively appoint one or two city staff members. There was discussion.

I. DISCUSS NAMING A TEMPORARY AD-HOC COMMITTEE TO EXPLORE POSSIBLE USES OF THE SAINT PAUL UNITED CHURCH OF CHRIST BUILDING AND PROPERTY AT 728 SOUTH MAIN STREET AND TO REPORT BACK TO COUNCIL WITH RECOMMENDATIONS BY THE FIRST COUNCIL MEETING IN NOVEMBER 2017.

Mr. Rodgers stated that Council voted at its last meeting to appoint a temporary ad-hoc committee to explore possible uses of the structure and facilities. A report with recommendations would be considered at the first Council meeting in November, if Council agrees. The property is about 1/3 of an acre. The sanctuary is about 3,000 square feet and the other adjacent building to the south has 4,300 square feet according to appraisal district records. There is also another unattached 560 square foot storage building at the southeast corner of the property. The parking lot has about 20 parking spaces if the street right-of-way behind the curb is considered. There was discussion. Nominations to the committee will be made during the regular meeting.

J. DISCUSS CONTRIBUTING UP TO \$5,000 FROM THE MAYOR/COUNCIL FISCAL YEAR 2017-2018 BUDGET TOWARD AN INITIAL DOWNTOWN TEXAS SWING MUSIC AND DANCE EVENT AS ANOTHER ATTRACTION TO ENCOURAGE MORE VISITATION TO LOCKHART.

Mayor White stated that the Sip-n-Stroll committee was approached by Al Dressen, who has successfully conducted a swing music dance event in San Marcos that has been very popular. The organization is exploring other event avenues and Lockhart is one of their choices. The proposed event would be held one time in conjunction with the next Sip-n-Stroll event.

Al Dressen provided information about the swing dance event and requested approval to hold the event during the next Sip-n-Stroll event.

Mr. Gruning recommended that if the City Council chooses to proceed with the event, that it be determined that the funds allocated to the event serve a public purpose and that a contract is executed prior to the event between the City and the dance event holder.

Mayor White stated that the downtown revitalization committee would allocate funds towards the event. There was discussion.

K. PRESENTATION AND/OR DISCUSSION REGARDING FISCAL YEAR 2017-2018 PROPOSED BUDGET, TAX RATE AND RELATED INFORMATION.

There was no discussion.

L. DISCUSSION REGARDING MAINTENANCE, OPERATIONAL AND CAPITAL BUDGETS AND FUNDING POSSIBILITIES.

There was no discussion.

M. DISCUSSION REGARDING BUDGET AND TAX RATE ADOPTION CALENDAR, IF NECESSARY.

There was no discussion.

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

REGULAR MEETING**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 8:03 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Invocation – Councilmember Hilburn.

Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

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

ITEM 4-A. HOLD THE SECOND OF TWO PUBLIC HEARINGS ON A PROPOSAL TO INCREASE TOTAL TAX REVENUES FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING YEAR BY 6.062820 PERCENT. THE DATE OF THE VOTE ON THE TAX RATE WILL BE SEPTEMBER 26, 2017 AT 6:30 P.M. AT THE CLARK LIBRARY ANNEX, COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS 78644.

Mayor White opened the public hearing at 8:06 p.m.

Mr. Hinson stated that this is the second of two public hearings concerning the increase of tax revenues. These public hearings are required by State law if the proposed tax rate exceeds the effective tax rate. The City Council took a record vote on August 15, 2017 to set the Fiscal Year 2017-2018 tax rate at 0.7260 cents per \$100 valuation. The average taxable value of a residence homestead in City of Lockhart this year is \$127,370. If the City Council adopts the effective tax rate for this year of \$0.684500 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$871.85. If the City Council adopts the proposed tax rate of \$0.726000 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$924.71.

Mayor White requested citizens in favor of or against the proposed Fiscal Year 2017-2018 tax rate to address the Council. There were none. He closed the public hearing at 8:07 p.m.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-17-14 BY E AND T REAL ESTATE ON BEHALF OF W.H. SCHROEDER TO CONSIDER A ZONING CHANGE FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT FOR 34.52 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 400 STATE PARK ROAD (FM 20).

Mayor White opened the public hearing at 8:07 p.m. and requested the staff report.

Mr. Gibson stated that the applicant's stated plan is to develop a market-rate apartment complex on the site. Multifamily dwellings are allowed only in the required RHD district. He provided information about the zoning surrounding the property. In general, those conditions could support the proposed RHD zoning classification for the subject property. It would allow multifamily housing, which is currently in great demand in Lockhart in an area that can support it with schools and shopping areas close by, and direct access to an arterial street. There is an LCRA primary electric line along the west side of the subject property that will require dedication of a 30-foot wide easement when the property is platted. Because no structures will be allowed in that easement, it will serve somewhat as a buffer between the apartments and the abutting lots in the Hunters Pointe Subdivision. The Lockhart 2020 Future Land Use Plan map envisions the subject property as a mixed use development which would likely require PDD Planned

Development District zoning. A mixed use development could contain multi-family dwellings as well as commercial uses. Therefore, the proposed RHD district has at least an element of consistency with the Lockhart 2020 Comprehensive Plan. At the Planning and Zoning Commission meeting, owners of five properties in the area spoke against this application. Twenty-four written protests representing 25 properties have been received. Of those, 18 of the protests are from owners of 17 lots that are wholly or partially within the 200-foot public hearing notification area. The remaining protests are from owner-occupied lots beyond 200 feet, or from tenant-occupied lots either within or outside the 200 feet. Because written protests have been received from owners of more than 20 percent of the land area within 200-feet, it will require an affirmative vote by at least 3/4 of the City Council members (six votes) in order to approve this rezoning. Mr. Gibson stated that staff and the Planning and Zoning Commission recommend approval.

Mayor White requested the applicant to address the Council.

Bill Schroeder spoke in favor of the zoning change and requested approval. He stated that he believes that additional housing is necessary in Lockhart.

Eric Scott Ross, 1186 Oyster Creek Drive, Buda, spoke in favor of the zoning change. He provided information about the style and size of the proposed apartments.

There was discussion about the proposed development.

Mayor White requested additional citizens in favor of the zoning change to address the Council. There were none.

Mayor White requested the following citizens to address the Council:

Steven Youngman, 1516 South Medina, spoke against the zoning change.

Ellie Lewis spoke on behalf of Bob Lloyd, 1290 West Pointe Place, spoke against the zoning change.

J. Frederic Bell, 111 San Jacinto, spoke against the zoning change.

Mayor White requested additional citizens against the zoning change to address the Council. There were none. He closed the public hearing at 9:12 p.m.

ITEM 4-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-34 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 34.52 ACRES IN THE FRANCES BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 400 STATE PARK ROAD (FM 20), FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2017-34, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-1, with Councilmember Castillo opposing.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meeting of September 5, 2017.
- 5B: Accept the Caldwell County Appraisal District's Fiscal Year 2018 budget.
- 5C: Approve Resolution 2017-14 to reflect the recovery of 4.1% in Central Texas Refuse contractual rate increases approved during the Council Fiscal Year 2017-2018 budget process for residential solid waste collection, disposal, recycling services, and commercial waste collection/disposal services establishing fees for other solid waste service to be effective with the first billing cycle in October 2017.
- 5D: Approve Resolution 2017-15 approving the Investment Policy for the City of Lockhart, Texas.
- 5E: Approve City Manager's recommended Change Order #1 in the amount of \$26,632.50 amending the current contract to \$793,887.50 with MA Smith Contracting Co., Inc. to add an additional drainage junction box with drainage pipe on Blanco Street and to increase the quantities to concrete headwall work on North Church Street at the outfall structure.
- 5F: Approve Professional Services Agreement with Bestline Solutions, Inc. of Austin, Texas in the amount of \$5,945.50 per month for internet connection management network design, 24-hour complete system monitoring, programming, training, development, implementation, and consulting services for City of Lockhart, and allowing the City Manager to sign the agreement, if approved.
[1295=2017-09-19-29]

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2017-12 NAMING THE CITY OF LOCKHART'S NOMINEE(S) TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT FOR THE 2018-2019 TERM.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2017-12, naming Alfredo Munoz as the City of Lockhart's nominee. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER APPOINTMENT OF PARKS MASTER PLAN STEERING COMMITTEE MEMBERS MADE UP OF COUNCILMEMBERS, CITY STAFF, TWO PARKS ADVISORY BOARD MEMBERS, BUSINESS AND CIVIC ORGANIZATION MEMBERS, AND OTHERS AS DETERMINED BY COUNCIL TO SERVE AS A SOUNDING BOARD FOR RECOMMENDATIONS MADE BY THE CONSULTANT.

After discussion, the following were the nominees:

- Councilmember Michelson nominated Rebecca Pulliam.
- Councilmember Castillo nominated Bernie Rangel
- Councilmember Hilburn nominated Nita McBride
- Mayor Pro-Tem Sanchez nominated Derrick David Bryant
- Councilmember Mendoza nominated Beverly Anderson
- Councilmember Westmoreland nominated Carl Ohlendorf
- Mayor White nominated Beverly Hill

Mayor Pro-Tem Sanchez made a motion to approve the nominations as listed above. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING NAMING A TEMPORARY AD-HOC COMMITTEE TO EXPLORE POSSIBLE USES OF THE SAINT PAUL UNITED CHURCH OF CHRIST BUILDING AND PROPERTY AT 728 SOUTH MAIN STREET AND TO REPORT BACK TO COUNCIL WITH RECOMMENDATIONS BY THE FIRST COUNCIL MEETING IN NOVEMBER 2017.

After discussion, the following were the nominees:

- Councilmember Westmoreland nominated Amelia Smith and Jackie Westmoreland.
- Mayor Pro-Tem Sanchez nominated Andy Govea.
- Councilmember Hilburn nominated Terry Black.
- Councilmember Michelson nominated Jane Brown.
- Mayor White nominated Todd Blomerth.

Mayor Pro-Tem Sanchez made a motion to approve the nominations and to allow Councilmembers Mendoza and Castillo to submit a name to staff by Friday, September 22, 2017. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING CONTRIBUTING UP TO \$5,000 FROM THE MAYOR/COUNCIL FISCAL YEAR 2017-2018 BUDGET TOWARD AN INITIAL DOWNTOWN TEXAS SWING MUSIC AND DANCE EVENT AS ANOTHER ATTRACTION TO ENCOURAGE MORE VISITATION TO LOCKHART.

Mayor White stated that the funds from the KART Race would be used towards this event and that the allocation towards the swing dance event would not exceed \$5,000.

Mayor Pro-Tem Sanchez requested that the City be involved in determining how the funds are spent. Mr. Gruning recommended that an agreement is signed amongst entities prior to the event. Mr. Rodgers stated that an agreement, similar to that of the KART Race, would be executed prior to the event.

Mayor Pro-Tem Sanchez made a motion to approve contributing up to \$5,000 from the Fiscal year 2017-2018 budget toward an initial Downtown Texas Swing Music and Dance event as another attraction to encourage tourism to Lockhart. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

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

Mayor White requested appointments to boards, commission or committees. There were none.

ITEM 6-F. PRESENTATION, DISCUSSION AND/OR ACTION REGARDING FISCAL YEAR 2017-2018 PROPOSED BUDGET, TAX RATE AND RELATED INFORMATION.

There was no discussion.

ITEM 6-G. DISCUSSION AND/OR ACTION REGARDING MAINTENANCE, OPERATIONAL AND CAPITAL BUDGETS AND FUNDING POSSIBILITIES.

There was no discussion.

ITEM 6-H. DISCUSSION AND/OR ACTION REGARDING BUDGET AND TAX RATE ADOPTION CALENDAR, IF NECESSARY.

There was no discussion.

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

- Update: Work has begun by Smith Contracting on Ash, Comal, Pine Street drainage project putting in storm water system first.
- Update: Work has begun by Evans Constructions installation of the large wastewater main along the north side of the railroad tracks near SH 130, north of SH 142.
- Update: City crew is completing placing a new water main on N. Main Street between Walnut and San Antonio Streets to improve water pressure for firefighting/suppression and for business potable water use.
- Update: Work has begun on replacing the bad 18" raw water transmission main in the well fields.
- Update: Corporal Jason K. LaFleur Sports Complex parking and field lighting work is progressing.
- Update: Staff working with LCRA engineers to development the next 5-year maintenance and capital for the electrical distribution system.
- Update: Major electrical improvements being planned at the Lockhart Water Plant to upgrade many components which have been in place since 1952.
- Update: Staff continues to work with the Guadalupe Blanco River Authority to secure 60-year water resource for the City of Lockhart; presentations to Council are planned in November.
- Report: The Public Works Department continues to pick up and chip brush; patience from our fellow citizens is appreciated.
- Report: Diez Y Seis Celebration downtown Sept 15 and 16.
- Reminder: The first Parks Master Plan Update Steering Committee meeting will be held on Thursday, September 28, at 6 pm in the Glosserman Room at City Hall to listen to and comment on the consultant's presentation and fill out citizen survey form.
- Reminder: The first Public Input Meeting regarding the Parks Master Plan Update will be held on Tuesday, October 10, at 6 pm in the Glosserman Room at City Hall to receive comments after presentation by the consultant and encourage to fill out survey forms.
- Reminder: Final FY 17-18 Budget meeting on Tuesday, September 26, 2017 at 6:30 pm.
- Reminder: No Council meeting on Tuesday, October 3: National Night Out.
- Reminder: Movies in the Park
 - Sept 23, The Jungle Book (rescheduled from July rainout)
 - Evening with the Authors will be held on October 7.

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

Councilmember Westmoreland congratulated the Hispanic Chamber on a successful Diez y Seis event.

Councilmember Mendoza congratulated the Hispanic Chamber on a successful Diez y Seis event. He thanked the Lockhart Police Department to attending the Lockhart Youth Soccer kick-off event.

Mayor Pro-Tem Sanchez expressed condolences to the families of Guadalupe Granado Cuellar for their loss. She thanked the Hispanic Chamber for a successful Diez y Seis event. She invited everyone to attend the Hill-Country Cookoff event on October 13-14, 2017 in City Park.

Councilmember Hilburn thanked the Hispanic Chamber for the successful Diez y Seis event.

Councilmember Castillo also thanked the Hispanic Chamber for the successful Diez y Seis event. He thanked the city crews and contractors that are working on drainage improvements in City District 2. Congratulations to school aged athletes this year and wished all a safe homecoming this week.

Councilmember Michelson congratulated the Hispanic Chamber for the successful Diez y Seis event.

Mayor White congratulated the Hispanic Chamber for a successful Diez y Seis event. He congratulated the athletes in high school and wished all a safe homecoming event this week. A pep rally will be held on Thursday at 7:30 p.m. in downtown square.

Councilmember Mendoza invited those interested to participate in the Habitat for Humanity work days that will begin on each Saturday for the new habitat home.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:49 p.m.

PASSED and APPROVED this the 17th day of October 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

SEPTEMBER 26, 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
Jerry Doyle, Interim Fire Chief

Connie Constancio, City Secretary
Julie Bowermon, Civil Service Director

Citizens/Visitors Addressing the Council: Randy Jenkins.

ITEM 1. CALL TO ORDER.

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

ITEM 2. CITIZENS/VISITORS COMMENTS.

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

**ITEM 3-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-35 RATIFYING
A PROPERTY TAX INCREASE OF 6.062820 PERCENT FOR THE FISCAL YEAR 2017-2018
FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF
LOCKHART.**

Mr. Hinson stated that the ordinance is required by State law. The ordinance indicates that this budget will raise more total property taxes than last year's budget by \$374,686 or 11.226207% and of that amount \$132,596 is tax revenue to be raised from new property added to the tax roll this year based on an ad valorem rate of 72.60 cents per each 100 dollars property valuation. There was brief discussion.

Councilmember Hilburn made a motion to approve Ordinance 2017-35, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

**ITEM 3-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-36 ADOPTING
THE BUDGET AND APPROPRIATING RESOURCES FOR THE FISCAL YEAR 2017-2018,
BEGINNING OCTOBER 1, 2017 FOR THE CITY OF LOCKHART, CALDWELL COUNTY,
TEXAS.**

Mr. Hinson stated that the Ordinance represents the Council's action to adopt the City of Lockhart's Fiscal Year 2017-2018 budget.

Councilmember Michelson made a motion to approve Ordinance 2017-36, as presented. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

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ITEM 3-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-37 LEVYING MAINTENANCE AND OPERATIONS PROPERTY TAXES FOR THE USE AND SUPPORT OF THE CITY OF LOCKHART, TEXAS AND INTEREST AND SINKING PROPERTY TAXES FOR THE DEBT SERVICE OBLIGATIONS OF THE CITY OF LOCKHART RESULTING IN A TAX INCREASE OF 6.062820 PERCENT FOR FISCAL YEAR 2018, BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, AND APPROPRIATING EACH PART THEREOF FOR THE SPECIFIC PURPOSES.

Mr. Hinson stated that the Ordinance represents Council's action to adopt the property taxes levy. He requested that a record vote be taken on the Ordinance.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2017-37, as presented. Councilmember Mendoza seconded.

The record vote of the Lockhart City Council is as follows:

- Councilmember Brad Westmoreland – yes
- Councilmember Mendoza – yes
- Mayor Pro-Tem Sanchez – yes
- Councilmember Benny Hilburn – yes
- Councilmember John Castillo – yes
- Councilmember Jeffry Michelson – yes
- Mayor Lew White - yes

The motion passed by a vote of 7-0.

ITEM 3-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-38 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.

Ms. Bowermon stated that with the Fiscal Year 2017-2018 budget, the Council increased the number of police officers in the Lockhart Police Department by adding one police officer effective October 1, 2017. In compliance with civil service, the number of classified police and fire positions are set by an ordinance, which is referred to as the "Strength of Force". The ordinance reflects the increase of police officers. There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2017-38, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 3-E. DISCUSSION AND/OR ACTION REGARDING CONFIRMATION OF THE CITY MANAGER'S CONDITIONAL APPOINTMENT OF MR. WILLIAMS R. JENKINS AS LOCKHART FIRE CHIEF.

Mr. Rodgers introduced William (Randy) Jenkins to the City Council.

Chief Doyle thanked the Council for allowing him to serve as Interim Fire Chief. The Council commended Chief Jerry Doyle for his dedication for serving as Interim Fire Chief.

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Randy Jenkins provided information about his background and thanked staff and the Council for considering him as Fire Chief.

Councilmember Michelson made a motion to confirm the City Manager's conditional appointment of William R. Jenkins as Lockhart Fire Chief. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 6:55 p.m.

PASSED and APPROVED this the 17th day of October 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 <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: October 17, 2017				
Department: Finance		Initials	Date	
Department Head: Jeff Hinson		Assistant City Manager		
Dept. Signature: <i>[Signature]</i>		City Manager		
Agenda Item Coordinator/Contact (include phone #): Robert Eggimann, Staff Acct., 398-3461, Ext. 228				
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				
Consider review and acceptance of 4 th Quarter FY 2017 Investment Report.				
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 checked="" 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 Texas Public Investment Act requires local governments to review and accept a Quarterly Investment Report for each quarterly reporting period of the year. The 4 th Quarter FY 2017, ending September 30, 2017 is provided for your review.				
STAFF RECOMMENDATION				
Staff respectfully requests a motion "to accept the 4 th Quarter FY 2017 Investment Report".				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
4 th Quarter FY 2017 Investment Report				

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended September 30, 2017

October 17, 2017

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended September 30, 2017

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period July 1, 2017 through September 30, 2017. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

July 1, 2017

Cash
 Marketable Securities
 Investment Pools
 Certificates of Deposits

Total:

Investment Portfolio	
Book Value	Market Value
6,286,445	6,286,445
0	0
24,359,219	24,358,824
0	0
30,645,665	30,645,270
3,798,102	3,798,102
0	0
24,857,745	24,858,221
0	0
28,655,847	28,656,323

September 30, 2017

Cash
 Marketable Securities
 Investment Pools
 Certificates of Deposits

Total:

July 1, 2017

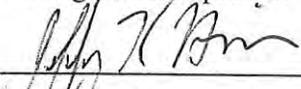
Unrestricted Funds
 Restricted Funds
 Total Funds

September 30, 2017

Unrestricted Funds
 Restricted Funds
 Total Funds

Fund Availability	
5,977,524	5,977,524
24,668,141	24,667,746
30,645,665	30,645,270
5,070,729	5,070,729
23,585,118	23,585,594
28,655,847	28,656,323

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.



 Jeffrey K. Hinson
 Investment Officer

10/12/17

 Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended September 30, 2017

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>July 1, 2017</u>				
Cash	6,286,445	20.5%	6,286,445	20.5%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	24,359,219	79.5%	24,358,824	79.5%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	30,645,665	100.0%	30,645,270	100.0%
<u>September 30, 2017</u>				
Cash	3,798,102	13.3%	3,798,102	13.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	24,857,745	86.7%	24,858,221	86.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	28,655,847	100.0%	28,656,323	100.0%
<u>Change in Value</u>				
Cash	(2,488,344)		(2,488,344)	
Marketable Securities	0		0	
Investment Pools	498,526		499,397	
Certificates of Deposits	0		0	
Portfolio Total	(1,989,818)		(1,988,947)	

<u>Maturity Data</u>	Book Value @ 09/30/2017	Weighted Average Maturity	Yield to Maturity
Cash	3,798,102	0 Days	0.61%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	10,803,103	54 Days *	1.09%
Investment Pools - TexPool	6,008,320	37 Days *	1.02%
Investment Pools - TexSTAR	8,046,322	27 Days *	1.04%
Certificates of Deposits	0	0 Days	0.00%
	28,655,847	36 Days	1.00%

Benchmark - 91-Day Treasury Bills - Secondary Market @ September 30, 2017 1.06%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	Interest Earned
Cash	10,104
Marketable Securities	0
Investment Pools - Texas CLASS	33,075
Investment Pools - TexPool	10,139
Investment Pools - TexSTAR	20,616
Certificates of Deposits	0
Total Return on Investment	73,934

CITY OF LOCKHART
Cash Accounts (as reconciled to BOTO)
For the Quarter Ended September 30, 2017

General Operating Account - BOTO		
		<u>Value</u>
July 1, 2017	\$	6,286,445
Deposits		6,712,797
Withdrawals		(9,211,245)
Interest Earned		10,104
September 30, 2017	\$	<u>3,798,102</u>

Total Cash Accounts		
		<u>Value</u>
July 1, 2017	\$	6,286,445
Deposits		6,712,797
Withdrawals		(9,211,245)
Interest Earned		10,104
September 30, 2017	\$	<u>3,798,102</u>

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended September 30, 2017

<u>Holdings During the Quarter</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Value @ Par</u>	<u>Beginning Book Value</u>	<u>Beginning Market Value</u>	<u>Ending Value @ Par</u>	<u>Ending Book Value</u>	<u>Ending Market Value</u>
<u>Type of Security</u>	<u>CUSIP</u>								July 1, 2017	September 30, 2017				
														0
														0
Totals			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Purchases</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
<u>Type of Security</u>	<u>CUSIP</u>								
Totals			<u>\$ -</u>				<u>\$ -</u>		<u>\$ -</u>

<u>Maturities</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
<u>Type of Security</u>	<u>CUSIP</u>						
Totals			<u>\$ -</u>				<u>\$ -</u>

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CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended September 30, 2017

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
July 1, 2017	5,563,486	5,563,652	1.00003	39 Days	0.77%
Deposits	5,000,000				
Withdrawals	(4,565,304)				
Interest Earned	10,139				
September 30, 2017	6,008,320	6,008,500	1.00003	37 Days	1.0151%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
July 1, 2017	10,770,028	10,770,028	1.0000	47 Days	1.16%
Deposits	0				
Withdrawals	0				
Interest Earned	33,075				
September 30, 2017	10,803,103	10,803,222	1.00001	54 Days	1.0947%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
July 1, 2017	8,025,706	8,025,144	0.99993	30 Days	0.8631%
Deposits	0				
Withdrawals	0				
Interest Earned	20,616				
September 30, 2017	8,046,322	8,046,499	1.00002	27 Days	1.0384%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended September 30, 2017

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									July 1, 2017	September 30, 2017		
			\$ -						\$ -	\$ -	\$ -	\$ -

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			\$ -				\$ -

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			\$ -				\$ -

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City of Lockhart
Investment Pools
Standard and Poor's Ratings

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
October-16	AAAm	AAAm	AAAm
November-16	AAAm	AAAm	AAAm
December-16	AAAm	AAAm	AAAm
January-17	AAAm	AAAm	AAAm
February-17	AAAm	AAAm	AAAm
March-17	AAAm	AAAm	AAAm
April-17	AAAm	AAAm	AAAm
May-17	AAAm	AAAm	AAAm
June-17	AAAm	AAAm	AAAm
July-17	AAAm	AAAm	AAAm
August-17	AAAm	AAAm	AAAm
September-17	AAAm	AAAm	AAAm

City of Lockhart
Bank of the Ozarks Collateralization
Standard and Poor's Ratings

<u>Month</u>	<u>BOTO Collateralization *</u>
October-16	AA+
November-16	AA+
December-16	AA+
January-17	AA+
February-17	AA+
March-17	AA+
April-17	AA+
May-17	AA+
June-17	AA+
July-17	AA+
August-17	AA+
September-17	AA+

* Includes various Government Agency bonds



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 17, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager <i>VR</i>		
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 agreement between the Nueces River Authority, Plum Creek Watershed Partnership, and the City of Lockhart whereby the Nueces River Authority, a governmental entity, provides professional engineering services in an amount not to exceed \$12,000 for evaluating riparian (areas adjacent to streams) conditions, delivering riparian education programs and development of a Quality Assurance Project Plan (QUAPP) for Town Branch which is required by the grant received from the Texas Commission on Environmental Quality (TCEQ) by the City of Lockhart, and appointing the City Manager to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): Drainage funds to be reimbursed under the grant				
SUMMARY OF ITEM				
The City of Lockhart needs professional services of an engineering firm that has expertise in evaluating riparian conditions, delivering riparian education, and for developing a QUAPP. The Nueces River Authority is a governmental entity like GBRA and has the expertise required for needs of the City of Lockhart for grant. Fees for the professional services will not exceed \$12,000 and are reimbursable under the TCEQ grant. The main reason for pursuing the grant is to reduce e-coli in Town Branch by removing harmful plants and replacing them with plants and grasses that will help to naturally reduce harmful contaminants.				
STAFF RECOMMENDATION				
City Manager respectfully requests approval of the proposed agreement				
List of Supporting Documents: History, Proposed agreement			Other Departments, Boards, Commissions or Agencies:	

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**AGREEMENT BETWEEN NUECES RIVER AUTHORITY, PLUM CREEK
WATERSHED PARTNERSHIP AND THE CITY OF LOCKHART**

This agreement ("Agreement") is entered into by Nueces River Authority, a political subdivision of the State of Texas with principal offices in Uvalde, Texas ("NRA"), the Plum Creek Watershed Partnership ("the Partnership"), an organizational unit officed within the City of Lockhart Texas, and the City of Lockhart, collectively referred to as "Parties" and individually as "Party."

NRA has skills and experience in evaluating riparian conditions and delivering riparian education programs and the Partnership desires to utilize this expertise within Plum Creek Watershed Protection Plan ("WPP") programs including a project funded through a CWA Section 319(h) Nonpoint Source Grant Program administered by the Texas Commission on Environmental Quality (TCEQ) and entitled, "Plum Creek Watershed Protection Plan Implementation – Town Branch Urban Trail, Lockhart, Texas" (Town Branch Project). The City of Lockhart is identified as the Performing Party on the executed contract for the Town Branch Project.

The Parties agree to work together to evaluate, enhance and educate stakeholders with regard to riparian conditions within the Plum Creek watershed and in support of the WPP. NRA's assistance is anticipated to include, but is not limited to:

Riparian evaluations to document current riparian conditions, identification of opportunities for improvement of functional conditions.

Development of a Quality Assurance Project Plan (QAPP) for the riparian evaluation required for the Town Branch Project.

Riparian education in support of WPP stakeholder activities.

Period of Performance

This Agreement will begin on ^{October 18}~~September 26~~, 2017 and continue until cancelled. *VP*

Consideration and Payment

NRA's compensation will be based on budgets and funding proposals approved by the Partnership and the City of Lockhart.

Products and Deliverables

Products and deliverables will be defined in one or more scopes of work prepared by NRA in consultation with the Partnership, the City of Lockhart, and approved by all parties. Prior to beginning any work, the Parties will, jointly, confirm that adequate funds are available to pay for the work.

Notices

Formal notices provided under this Agreement must be in writing and may be delivered by email. The notice will be deemed given on the day the notice is received. The notice must be delivered to the following addresses or at such other addresses as may be later designated in writing.

NRA: Nueces River Authority
20 E. Nopal Street, Suite 206
Uvalde, TX 78801-5332
info@nueces-ra.org

Partnership: Plum Creek Watershed Partnership
Attn: Nick Dornak
405 E. Market Street
Lockhart, TX 78644
ndornak@plumcreekwatershed.org

City of Lockhart: City of Lockhart
Attn: Vance Rodgers
P.O. Box 239
Lockhart, TX 78644
vrodgers@lockhart-tx.org

Disputes

The parties must make every reasonable attempt to resolve, in an amicable manner, all disputes concerning the interpretation of this Agreement.

Termination

This Agreement may be terminated for any reason by either party at any time prior to the full term of the Agreement provided that the terminating party gives written notice to the other party thirty (30) days in advance of the effective date of termination. The Partnership must pay for all services, orders, materials, or facilities committed to by NRA in good faith prior to the effective date of termination.

Miscellaneous

This Agreement contains the entire understanding of the Parties and may be modified or amended only by a written agreement signed by both Parties.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

Nueces River Authority Scope of Work for the Plum Creek Watershed Partnership and the City of Lockhart

Scope of work to be performed by Nueces River Authority (NRA) under agreement dated September 26, 2017 with the Plum Creek Watershed Partnership (the Partnership) and the City of Lockhart.

Performance Period: September 26, 2017 through August 31, 2018

Scope: Education, Outreach, Quality Assurance and Riparian Evaluation

NRA is being asked by the Partnership (Tasks #1, Task #2 and Task #3) and the City of Lockhart (Tasks #1 and Task #2 ONLY) to complete the following tasks with funding provided by others.

1. Develop a Quality Assurance Project Plan (QAPP) for a Riparian evaluation for the Town Branch watershed in and near the City of Lockhart to document current riparian conditions, identification of opportunities for improvement of functional conditions.
2. Conduct a Riparian evaluation and prepare a Final Report for the Town Branch watershed in and near the City of Lockhart to document current riparian conditions, identification of opportunities for improvement of functional conditions.
3. Creation and delivery of riparian workshop(s) in the Plum Creek watershed, specifically one in Kyle on November 15, 2017 in support of Watershed Protection Plan activities.

Budget:

Task #1 – QAPP for Riparian Evaluation = \$2,000.00

Task #2 – Riparian Evaluation and Final Report = \$10,000.00

Task #3 – Riparian Workshop in Kyle = \$1,000.00

\$12,000⁰⁰
 } Lockhart
 } GBRA

For: Nueces River Authority By: <u><i>Am Mi</i></u> Title: <u><i>Executive Director</i></u> Date: <u><i>9-22-17</i></u>	For: Plum Creek Partnership By: <u><i>Ken Danks</i></u> Title: <u>Coordinator</u> Date: <u>9/25/2017</u>
--	---

For: City of Lockhart

By: _____

Title: _____

Date: _____



History

Work Session Item # _____
Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Dates: August 4, 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 type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding applying for a Texas Commission on Environmental Quality (TCEQ) grant from the Nonpoint Source Program under the Clean Water Action Section 319 (h) which is has 60/40 local match requirement in cash and/or in kind labor.				
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				
TCEQ has classified North Town Branch as impaired due to E.coli and nitrate contaminants being higher than they should be at times. In order to improve water quality in the North Town Branch area between Street Land and E Market St. invasive and detrimental plants need to be removed and replaced with eco-friendly plants and grasses to help achieve the goal of filtering out and reducing E.coli and nitrate contaminants. If the grant is approved, the help of local master gardener groups will be solicited. The grant will also focus on riparian zones to help achieve the goal. Nature trail related signage would also be added. Match local funding is estimated at \$15,000 to \$18,000 per year for three years all of which can be funded out of the Drainage Fund. The grant application must be submitted by September 1, 2016.				
STAFF RECOMMENDATION				
City Manager requests approval to pursue this grant.				
List of Supporting Documents: Grant and Riparian Zone information		Other Departments, Boards, Commissions or Agencies:		

APPROVED BY COUNCIL



**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: October 17, 2017				
Department: Police		Initials	Date	
Department Head: Ernest Pedraza		Asst. City Manager		
Dept. Signature: <i>Ernest Pedraza</i>		City Manager <i>[Signature]</i> <i>10-13-17</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 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 Interlocal Agreement with Capital Area Emergency Communications District for good and services associated with the delivery of 911 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement.				
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 Capital Area Emergency Communications District provided goods and services for Lockhart's 911 system. This is often referred to as the PSAP or Public Safety Answering Point. The cost is not to exceed \$1,000 for the FY 17-18 period.				
STAFF RECOMMENDATION				
City Manager and Police respectfully recommend approval of the proposed agreement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:	
Proposed agreement.				

Capital Area Emergency Communications District
6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744-2306
(p) 512-916-6000 (f) 512-916-6001

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

September 14, 2017

RECEIVED
CITY OF LOCKHART
SEP 18 2017

The Honorable Lew White
City of Lockhart
PO Box 239
Lockhart, TX 78644

RCVD. BY: _____
TIME RECVD: _____

RE: FY2018 PSAP Interlocal

Dear Mayor White:

Please find the enclosed FY 2018 PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to the address listed below by October 20, 2017. This will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

CAECD
Attn: BT Saucedo
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744

Should you have any questions, please feel free to contact me at (512) 916-6044 or gobuch@capcog.org.

Sincerely,



Gregg Obuch
Director of Emergency Communications

Capital Area Emergency Communications District

INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The City of **Lockhart** ("Public Agency") is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Rights and Duties of the Contracting Parties

- 2.1 Public Agency agrees to:
 - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
 - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
 - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
 - D. Practice preventive maintenance for the PSAPs equipment;
 - E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget.

- F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
- G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.
- H. Request the use of training facilities by sending an email to CMAC@capcog.org and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. In the event the use of the Regional Backup Communications Center (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC located at 6800 Burluson Road, Building 310, Suite 165;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Warrant that it is self-insured and that its self-insurance provides coverage for all possible claims as authorized by the Constitution and the laws of the State of Texas arising out of the Public Agency's performance or nonperformance of this contract and made by a third party against CAPCOG.
- L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:
 - (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
 - (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
 - (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
 - (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
 - (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
 - (viii) the failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.
- M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

2.2 CAECD agrees to:

- A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;
- B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CritiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and

- E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

Section 3. Contract Price and Payment Terms

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed **\$1,000** for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency **\$1,000** for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3 If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
 - A. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
 - B. Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
 - C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

- 4.1 This contract takes effect October 1, 2017 and it ends, unless sooner terminated under Section 11, on September 30, 2018.

Section 5. Performance Reports

- 5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20th of each month. Records are to be kept for up to one year.

Section 6. Compliance with Applicable Law and Policy

- 6.1 Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD 9-1-1 *Policies and Procedures Manual* and CAPCOG RNS *Policies & Procedures*.

Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3 If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

- 8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4 CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

- 8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

- 9.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

- 10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days from the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.
- 10.2 If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.
- 10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other

remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.

- 10.4 The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:
- A. To repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3;
 - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

- 11.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.
- 11.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 11.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Section 12. Notice to Parties

- 12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
- A. When it is delivered to the party personally;

- B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or
- C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.

12.3 Public Agency's address is _____, Attention: _____.

12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
- B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

13.2 This interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be solely in Travis County.

13.3 This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4 The following Attachment is part of this contract:

- A. Regional Backup Communications Center (RBUC) Access Control

13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

13.6 This contract is executed in duplicate originals.

CITY OF LOCKHART, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By _____
Name _____
Title _____
Date _____

By _____
Betty Voights
Executive Director
Date _____

Date of governing body approval: _____

ATTACHMENT A

Access Control Policy Regional Backup Center

Section 1. Applicability

- 1.1 This section applies to all Public Agencies using the Regional Backup Center (RBUC).
- 1.2 CAPCOG refers to the Capital Area Council of Governments.
- 1.3 CJIS is the Criminal Justice Information Services, and herein refers to the requirements of compliance with the FBI CJIS Security Policy.

Section 2. Access

- 2.1 Keycards
 - A. CAPCOG issued keycards are required for entry to the RBUC.
 - B. All individuals while in the RBUC must display keycards in plain view.
 - C. Keycards are the exclusive property of CAPCOG.
 - D. No CAPCOG keycard shall be duplicated or altered.
 - E. Individuals shall only use keycards assigned to them.
 - F. No person shall allow the use of a keycard to give unescorted access to a person who does not have CJIS clearance to the RBUC.
 - G. Any individual providing escorted access to a person is responsible for escorting the person the entire time in the RBUC and ensuring that they exit properly.
 - H. Intentional misuse of a keycard may result in a disciplinary action report filed with the keycard holder's Public Agency.
- 2.2 The CAPCOG Information Technology Division is responsible for:
 - A. Maintaining and installing all card printing equipment, card blanks, readers and access control security technology.
 - B. Issuing keycards by appointment to pre-authorized individuals Monday through Friday from 8:30 am to 4:00 pm.
 - Pre-authorized individuals can make appointments for keycards by emailing rbucaccess@capcog.org. Emails will provide details of the process to the individuals.
- 2.3 The CAPCOG Emergency Communications Division Director or designated staff is responsible for the following:

- A. Maintaining PSAP rosters and other listings signed by authorized Public Agency representatives for issuance and use of all keycards.
- B. Determining the deactivation of keycards at any time with or without notice. The holder of a deactivated card shall promptly return it to their PSAP Manager or supervisor.

2.4 The Public Agency is responsible for the following:

- A. Gathering and returning all keycards to CAPCOG as soon as an employee terminates or there is no longer a need for the card.
- B. Immediately notifying CAPCOG using rbucaccess@capcog.org in the event a keycard is misplaced, lost or stolen.
- C. Keycard holders must immediately notify their PSAP Manager or supervisor if a keycard is misplaced, lost or stolen. The Public Agency will be charged for a replacement card.
- D. Immediately notifying CAPCOG at rbucaccess@capcog.org of any change in employment or CJIS status that will result in restricting or terminating any agency representative's access to the RBUC.
- E. PSAP Managers must sign the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency.
- F. For personnel requiring unescorted access to the Regional Backup Center a separate listing or letter may be submitted. The document must certify that everyone listed has completed CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency. The document must be signed by an authorized official of the Public Agency and include an expiration date for the named employee's clearance.

Section 3. Security

- 3.1 Individuals whose positions require unescorted access into the RBUC or Data Center shall comply with the provisions of the CJIS security policy.
- 3.2 Individuals without CJIS clearance require escorted access to the RBUC. Instances of unescorted access will be reported to the Public Agency.

Adopted 09-13-17



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: October 6, 2015				
Department: Communications/Dispatch			Initials	Date
Department Head: Lummus/ Rodgers		Asst. City Manager		
Dept. Signature:		City Manager		
Agenda Item Coordinator/Contact (include phone #): Mike Lummus (John Roescher) 398-4401				
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				
Consider approval of Interlocal Contract for Public Service Answering Points (PSAP) Maintenance, Equipment Upgrade, and Training with the Capital Area Council of Governments (CAPCOG) and appointing Mayor to sign the contract				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): FY 15-16 Budget				
SUMMARY OF ITEM				
Staff seeks approval of Council for this interlocal contract agreement which allows CAPCOG to perform maintenance, equipment upgrades and training for the PSAP located in the Public Safety building at 214 Burkitt Street. The PSAP accommodates the 911 emergency telephone system for the City of Lockhart. This agreement is for one year and has been used for several years.				
STAFF RECOMMENDATION				
Staff recommends approval of the agreement as presented				
List of Supporting Documents: Copy of contract		Other Departments, Boards, Commissions or Agencies:		



**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: October 17, 2017				
Department: LEDC		Initials	Date	
LEDC President	Vance Rodgers			
Department Signature <i>[Signature]</i>	Rob Tobias	<i>[Signature]</i>	October 11, 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 2017-16 APPROVING A TYPE B PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF CHUNILAL, INC., DBA SCHLOTZSKY'S, IN AN AMOUNT NOT TO EXCEED \$72,166, TO EMPLOY A MINIMUM OF 15 FULL-TIME EMPLOYEES WITH AN AVERAGE ANNUAL WAGE OF \$16,416 AND AN ESTIMATED CAPITAL INVESTMENT OF \$1.4 MILLION OVER THE THREE-YEAR CONTRACTUAL PERIOD FOR LAND, BUILDING AND RELATED IMPROVEMENTS LOCATED AT 111 N. COLORADO STREET.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
The Lockhart Economic Development Corporation (LEDC) held the required public hearing and unanimously approved LEDC Resolution 2017-06 at its recent board meeting on April 17, 2017. The LEDC received input from representatives of Chunilal, inputs from staff, and reviewed the Economic Impact Data Sheet.				
STAFF RECOMMENDATION				
Staff recommends approval of Resolution 2017-16 as presented.				
List of Supporting Documents: Council Resolution 2017-16, LEDC Resolution 2017-06, LEDC Performance Agreement, Public Hearing Notice and Economic Impact Data Sheet		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation		

RESOLUTION NO. 2017-16

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING FUNDING UP TO \$72,166 CONTINGENT ON CREATING FIFTEEN (15) NEW FULL-TIME EQUIVALENT (FTE) JOBS WITH AN ANNUAL AVERAGE WAGE OF \$16,416 FOR THE CHUNILAL, INC., DBA SCHLOTZSKY'S PROJECT, AS RECOMMENDED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, FOR THE BULDING, INFRASTRUCTURE, AND RELATED IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.

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, Lockhart Economic Development Corporation (LEDC) proposes project in an amount not to exceed \$72,166 in funds for building, infrastructure and other costs associated with this development to create fifteen (15) new FTE jobs with an average annual wage of \$16,416; and

WHEREAS, the LEDC has determined that the Chunilal, Inc., DBA Schlotzsky's project (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for building, infrastructure and related improvements necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

WHEREAS, the LEDC held a public hearing and discussed and approved the project on April 17, 2017.

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

SECTION 1. The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

SECTION 2. The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall reimburse incentives up to \$72,166 for building, infrastructure and other development costs as set out in attached, and subject to the conditions set out herein and in Chapter 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

SECITION 3. That the Lockhart Economic Development Corporation proposes the project to the Lockhart City Council for approval of building, infrastructure and related improvements and professional services in an amount not to exceed \$72,166 in consideration for the creation of fifteen (15) FTE jobs with an average annual wage of \$16,416 and for the development and retention 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 17th day of October 2017.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning, City Attorney

History

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2017-06**

A RESOLUTION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING OF A PROJECT UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, FOR THE BULDING, INFRASTRUCTURE, AND RELATED IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended ("the Act"); and

WHEREAS, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct building, infrastructure and related improvements for new or expanding businesses; and

WHEREAS, LEDC proposed project in an amount not to exceed \$75,146 in funds for building, infrastructure and related improvements and other costs associated with the development to create new jobs; and

WHEREAS, the LEDC has determined that the Chulinal, Inc., project (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for building, infrastructure and related improvements necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

NOW, THEREFORE, BE IT RESOLVED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

SECTION 2. The infrastructure improvements project costs and other associated development costs are **HEREBY APPROVED** as follows:

54

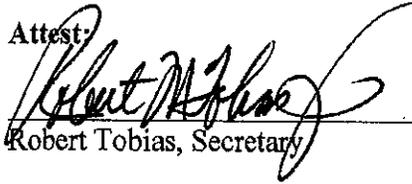
History

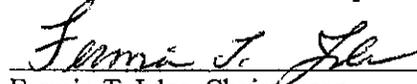
The LEDC shall reimburse incentives up to \$75,146 for building, infrastructure and other development costs as set out in attached and subject to the conditions set out herein and in Chapter 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

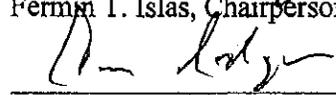
PASSED AND ADOPTED at a regular meeting of the Lockhart Economic Development Corporation held on this 17th day of April 2017.

Lockhart Economic Development Corp.

Attest:


Robert Tobias, Secretary


Fermin T. Islas, Chairperson


Vance Rodgers, President

RES 2017-06

History

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and Chunilal Inc., a Texas corporation referenced as CHUNILAL INC. in this document.

RECITALS

WHEREAS, CHUNILAL INC. desires to locate a restaurant facility (the “business”) in the City of Lockhart, Texas (“City”) and participate in the Economic Development Program established in this Agreement; and

WHEREAS, LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to CHUNILAL INC. to locate such business in the City; and

WHEREAS, LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including an increase in the City’s tax rolls, an increase in sales tax revenues, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area if such business is successfully developed on such property located within the City at 111 N. Colorado (the “property”); and

WHEREAS, LEDC and CHUNILAL INC. desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and CHUNILAL INC. agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be three (3) years commencing on the 1st day of the month following the month in which CHUNILAL INC. commences business operations on the property and the same is confirmed in writing by both parties (the "term commencement date"). When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

Section 3. LEDC Requirements

In consideration of CHUNILAL INC.'s agreement to locate its restaurant business within the City at 111 N. Colorado and to perform the other acts hereinafter described, LEDC agrees it will provide CHUNILAL INC. reimbursement incentives up to a total of \$72,166 for building, infrastructure and other associated development costs for the development, which will create 15 new jobs with average annual wages of \$16,416. See Exhibit A, the terms of which are incorporated herein, that reflects the reimbursement incentives and total amount of financial benefit that CHUNILAL INC. could receive if all conditions of capital investment and job creation, as provided for herein, are met over the 3-year term. All incentives are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). LEDC shall pay CHUNILAL INC. the incentive amounts specified on Exhibit A within thirty (30) days of CHUNILAL INC.'s satisfactory completion of the same and LEDC's receipt of the corresponding proof of payment or other documentation from CHUNILAL INC. evidencing CHUNILAL INC.'s completion of the incentive action as provided for in this Agreement and Exhibit A. Any amount of financial benefit that CHUNILAL INC. will receive from the LEDC project funds for the employment of FTE employees (up to \$22,500.00) is subject to the number of jobs actually created, as described in Section 4 below. Said incentive payments for FTE employees shall be paid to CHUNILAL INC. in three (3) separate disbursements during the Term of this Agreement as specified in Exhibit A and subject to the terms of Sections 3 and 4 herein; all other incentive payments shall be paid to CHUNILAL INC. upon CHUNILAL INC.'s satisfactory completion of the corresponding incentive activity and the terms of this Section 3 and Section 4 below. Should CHUNILAL INC. fail to meet the performance requirements described in Section 4 below, CHUNILAL INC. shall reimburse LEDC for any reimbursement incentives received for said performance requirements per this Section 3.

Section 4. CHUNILAL INC. Requirements

In consideration of LEDC agreeing to perform the foregoing, CHUNILAL INC. agrees:

- (a) To locate and construct a building and associated restaurant equipment at 111 N Colorado at an estimated value of \$1.4 million;
- (b) To employ fifteen (15) Full-Time Equivalent ("FTE") employees at an annual average wage of \$16,416 from the date that Chunilal Inc., dba Schlotzsky's, begins operating the business on the property and to continue employing that

number thereafter until the end of the 3-year term of this Agreement. The term "Full-Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours. If CHUNILAL INC. does not meet the employment requirements of this Section 4(b), CHUNILAL INC. shall not be in breach of this Agreement but the corresponding employment incentive payment due CHUNILAL INC. shall be prorated based on the number of jobs actually created.

- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that CHUNILAL INC. begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the CHUNILAL INC. illegal or economically untenable, or other event beyond the reasonable control of CHUNILAL INC. (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) consecutive days during the duration of this Agreement, then in such event CHUNILAL INC. shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that CHUNILAL INC. shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, CHUNILAL INC. hereby agrees that the LEDC may place a lien on the Properties for full repayment of any LEDC monies expended. The burden shall be upon CHUNILAL INC. to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event CHUNILAL INC. meets this burden and the LEDC is satisfied that the discontinuance of the operation of the business was the result of events beyond the control of CHUNILAL INC., the parties shall commemorate such satisfaction in a document signed and dated by the Parties. CHUNILAL INC. shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption, which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, CHUNILAL INC. shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one-year period. In the event that CHUNILAL INC. shall fail to timely repay the LEDC, CHUNILAL INC. hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that CHUNILAL INC. allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, CHUNILAL INC. shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that CHUNILAL INC. shall fail to timely repay the LEDC, CHUNILAL INC. hereby agrees that the LEDC may place a lien on CHUNILAL INC assets for full payment of such monies.

Section 6. Certification of Compliance by CHUNILAL INC.

On or before March 1 of each year following the term commencement date, and continuing thereafter until the termination or expiration of this Agreement, CHUNILAL INC. shall upon request certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that CHUNILAL INC. has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of CHUNILAL INC. related to the provisions of this Agreement, including but not limited to positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and CHUNILAL INC. expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement between the LEDC and CHUNILAL INC., when executed, contains the entire agreement between the LEDC and CHUNILAL INC. with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and CHUNILAL INC..

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by CHUNILAL INC. without the written consent of LEDC; said consent shall not be unreasonably withheld by LEDC. In the event of such assignment or in the event of legal succession of CHUNILAL INC.'s interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

CHUNILAL INC.: Dimple Gohel
Chief Operating Officer
CHUNILAL INC.
1908 E. Pierce St.
Luling, Texas 7868

Lockhart Economic Development Corporation:
President
Lockhart Economic Development Corporation
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto 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 enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and CHUNILAL INC. agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

History

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9th day of October, 2017.

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Vance Rodgers
Vance Rodgers, LEDC President

ATTEST:

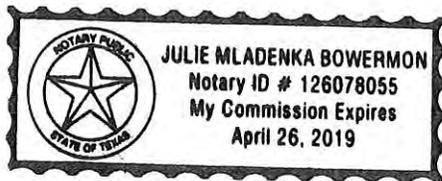
Robert Tobias
Robert Tobias, LEDC Secretary

Chunilal Inc.:

Dimple Gohel
Dimple Gohel, Chief Operating Officer

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2017, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.

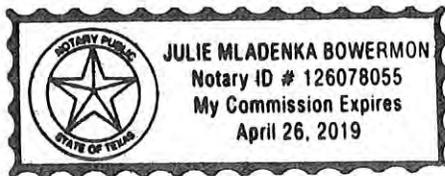


Julie Mladenka Bowermon
Notary Public State of Texas

My Commission expires:
4.26.19

State of Texas)
)
County of CALDWELL)

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2017, by Dimple Gohel, known to me to be the Chief Operating Officer of Chunilal Inc., a Texas Corporation, acting on behalf of such corporation.



Julie Mladenka Bowermon
Notary Public State of Texas

My Commission expires:
4.26.19

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
 POTENTIAL VALUE OF INCENTIVES PACKAGE
 PROSPECT: Chulinal Inc. (Schlotzsky's) 119 N COLORADO STREET**

Incentives to locate to Lockhart with an minimum investment of \$1.484 million with 15 newly created jobs with average annual wage of \$16,416

LEDC INCENTIVES PROPOSED	*****INCENTIVE AMOUNT UP TO*****
15 new jobs with average annual wage of \$16,416 @ \$1,500 per job; pay 1/3 each 12 months of the three year agreement with payroll proof of payment provided.	\$22,500
Reimburse upon issuance of Certificate of Occupation of the business within 18 months of signing performance agreement on a minimum investment of \$1.484 million for the project business	\$37,100
Transformer costs to paid by LEDC with proof of payment	\$3,741
Impact Fees: Water/Sewer/ Road with prrof of payment	\$4,007
Building Permit and tap fees with proof of payment	\$7,797
LEDC INCENTIVES PROPOSED	\$75,146

***15 new jobs required at average annual wage of \$16,416**

NOTE: ALL SUBJECT TO APPROVAL OF GOVERNING BODIES

L.A.

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearings on Monday, April 17, 2017, at 6:00 p.m. in the Upstairs at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss two projects under Section 4B of the Texas Economic Development Corporation Act of 1979.

Public Hearing #1 is to consider a new project by the Benny Boyd Auto Group which wishes to expand to Lockhart. The company plans to purchase property on which to build an automotive center. The initial capital investment is estimated at \$3,500,000 and the company will create a minimum of 35 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their expansion to and investment in Lockhart.

Public Hearing #2 is to consider a new project by Chunilal Inc. (Schlotzsky's). The initial total investment is estimated at \$1,800,000 and the company will provide a minimum of 15 newly created jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their expansion to and investment in 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

History

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:

vrodgers@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.)

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.

History

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 Improvements	Buildings and Other Real Property	Furniture, Fixtures and Equipment	Total
1	530,000	1,070,000	200,000	1,800,000
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				

Are building and improvements costs above for new construction? Yes

Percent of construction costs for materials and labor:

Materials	<input type="text"/>
Labor	<input type="text"/>

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

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

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

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

Year	Total City Permits and Fees
1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>
4	<input type="text"/>
5	<input type="text"/>
6	<input type="text"/>
7	<input type="text"/>
8	<input type="text"/>
9	<input type="text"/>
10	<input type="text"/>
Total	<input type="text"/>

65

History

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:

%

Year	Total Inventories
1	
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	<i>combined</i> Telephone
1	2000	900	320	2000	1200		6000 ←
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

Number of telephone lines at the firm

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

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		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total		

Percent of annual increase after Year 1:

66

History

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.)

Year	New employees to be hired each year
1*	25
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total	

* 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.

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	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total	

Average annual salaries of new employees in the first year:

Percent of expected annual salary increase after Year 1:

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

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:

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

Number of school children in a typical worker's household

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

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

Year	Number of Gallons	Wtd Avg	
		Wholesale Price per Gallon	The Firm's Total Fuel Costs
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



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: October 17, 2017			
Department: Lockhart Economic Development		Initials	Date
LEDC President <i>[Signature]</i>	Vance Rodgers		
Department Signature	Rob Tobias	<i>[Signature]</i>	October 11, 2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias Cell: 512-376-0856			
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 A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH CHUNILAL INC., DBA SCHLOTZSKY'S, IN AN AMOUNT NOT TO EXCEED \$19, 050, WHEREBY THE COMPANY AGREES TO EXPAND ITS BUSINESS INTO THE CITY OF LOCKHART HISTORIC DISTRICT AND TO INVEST AN ESTIMATED \$1.4 MILLION IN BUILDINGS, EQUIPMENT, AND INFRASTRUCTURE, EXCLUDING LAND, AND AGREES TO EMPLOY A MINIMUM OF 15 FULL-TIME EQUIVALENT (FTE) JOBS WITH AN AVERAGE ANNUAL WAGE OF \$16,416 PER YEAR THROUGHOUT THE TERM OF THE AGREEMENT.			
FINANCIAL SUMMARY			
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Budget			TOTALS
Budget Amendment Amount			\$0.00
Encumbered/Expended Amount			\$0.00
This Item			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00
FUND(S):			
SUMMARY OF ITEM			
This investment would attract a national franchise to the downtown historic district and continue to reduce the \$7 million retail leakage being realized as of the last retail study. Sales per unit are estimated at over \$600,000. Annual payroll is estimated at over \$246,240. The City would also realize an increase in traffic counts in this fast-emerging corridor and facilitate the attraction of other retail and restaurants to the historic district, a long-term goal. This investment would also expand the portfolio of Chunilal's assets in the City.			
STAFF RECOMMENDATION			
Staff recommends approval of the Chapter 380 agreement with the Chunilal Inc.			
List of Supporting Documents: <ul style="list-style-type: none"> • Chapter 380 Agreement • Proposed 380 incentives • Project assessment 		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation	

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

As of _____ (the “*Effective Date*”) this agreement (the “*Agreement*”) is entered into between the City of Lockhart (the “**CITY**”), a Texas Home Rule City and Chunilal, Inc., a Texas corporation (“*Company*”), DBA as Schlotzsky’s. 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 is a franchisee of the national franchisor Schlotzsky’s out of Austin.

Section 1.02. Company has informed the CITY that financial incentives would induce the company to locate a national brand restaurant in the CITY historic district.

Section 1.03. By locating these operations in the CITY, the Company will create new jobs, generate new sales tax revenues, and add improvements to real property, personal property and inventory, all 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 rebate to Company to locate in the CITY will promote local economic development and stimulate business and commercial activity in the City.

Section 1.06. For reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to 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, on the Land (as defined below) to include and related to the restaurant operations.

Section 2.02. Rebate Payments" means CITY's annual payments over 3 years of an amount equal to a percentage of the Company's Property Taxes on improvements to the property as defined below:

<u>Year</u>	<u>Percentage of Rebate</u>	<u>Not to Exceed</u>
Year 1	100%	\$10,885.91
Year 2	50%	\$5,442.96
Year 3	25%	\$ 2,721.48

* All above rebates are contingent upon proof of payment of applicable City property tax and sufficient proof of 15 full time new jobs with an average annual wage of \$16,416 or \$246,240 in wages per year. Rebates will be based on meeting the job requirements or pro-rated if all requirements are not met.

Section 2.03. "Job" means a permanent, full time equivalent employment position (30 hours per week) resulting from the Project, and meeting the criteria in section 3.01 and in accordance with the schedule set forth in Exhibit "A," attached hereto and made part of hereof for all purposes. 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 upon which the Project shall be constructed in Lockhart, Caldwell County, Texas, described as 111 N. Colorado Street in the downtown historic district.

Section 2.07. "Project" means the operation of the Business on 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 a facility constructed on the Land for the operation of the Business.

Section 2.09. Left blank on purpose.

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.

ARTICLE III COMPANY'S OBLIGATIONS

Section 3.01. Company hereby agrees that it will pay lawful City property taxes on or before January 31 of each year of this three (3) year agreement and the Company will submit within 90 days of January 31 a rebate request for applicable City taxes paid and provide sufficient proof in the form of payroll registers that all job requirements have been satisfied. Failure to submit the rebate request with all required paperwork within the 90 days will result in no City rebate payment for the period of time under consideration.

Section 3.02. Job Creation. After the Effective Date, Company shall create Jobs in accordance with the schedule in Exhibit "A" and keep such Jobs filled during the Term of this Agreement. While the titles or classification of Jobs may change, the total number of Jobs created shall be maintained through the end of the Term. The Parties recognize that it may be necessary for Company to vary the sequence and/or levels of hiring for Jobs from the schedule included in Exhibit "A" due to changes in market conditions or assumptions. Company, therefore, may hire and employ more personnel in Jobs during any year than is stated in Exhibit "A", in which event such excess number of Jobs will be credited or applied to the Job levels

projected in Exhibit "A" for any subsequent year. However, the cumulative total for all jobs shall not be less than as stated in Exhibit "A."

(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 wage of \$16,416.00 equaling an annual payroll of \$246,240 or more.

Section 3.02. Addition of Real Property Improvements. Company shall complete the construction of the Real Property Improvements on or before December 31, 2018 or later upon written agreement. Completion of the Real Property Improvements shall be evidenced by a certificate of occupancy issued by the CITY.

Section 3.03. Operation of Business. Company shall begin operation of the Business on or before January 1, 2019 or as agreed in writing 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 laws, regulations, and ordinances.

ARTICLE IV REBATE PAYMENTS FROM THE CITY

Section 4.01. Rebate 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 Rebate 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 at least the number of Jobs each

year as indicated in the schedule in Exhibit "A," the City shall make Rebate Payments to Company once per year for a period of 3 years according to Section 2.02 of this document.

Section 4.03. Time for Payment. Rebate Payments will be made by the CITY within 90 days after the company provides sufficient and acceptable proof of payment of City taxes paid on or before January 31 and provides sufficient proof of compliance with all job requirements during the term of this agreement and as defined in Section 7.02 of this document.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF COMPANY

As 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 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 employee or elected official of the CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on CITY Obligations. The Rebate 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 Rebate Payments or other payments unless the CITY budgets and appropriates funds to make such payments during the CITY's fiscal year in which such Rebate Payment(s) or other payments are payable under this Agreement. If the CITY fails to appropriate funds for a Rebate Payment, Company may at its option terminate this Agreement effective upon written notice to the CITY.

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 2018 and continuing each year thereafter during the term, Company shall submit to the CITY within 90 days after January 31, a certified statement acceptable to the CITY, signed by an authorized officer or employee of Company, providing the following information:

(a) the total number of Jobs created in the preceding calendar year and cumulatively since the effective date, together with the average annual salary for such Jobs, the residency of the person holding such Jobs and the benefits provided (personal information regarding individual employees will not be required); and

(b) a statement is in full compliance with its obligations under this Agreement or, if not in full compliance including payment of all City property taxes, a statement disclosing the nature of any noncompliance and any reasons therefore.

After receiving a submitted certified statement and required backup paperwork, 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.

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 seven 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, 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 Rebate Payments that would otherwise be due to Company for that year. If the CITY elects to withhold Rebate Payments, the CITY will resume Rebate Payments for any subsequent years during the Term in which Company is in compliance; however, any Rebate 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 later payment of such Rebate 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, 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 Rebate Payments until such a Cure occurs. Except as provided under section 8.01, upon a Cure by Company, the Rebate Payments shall automatically and immediately resume except any Rebate 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 later payment of such Rebate 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 8.05. 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 and employees, 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 all 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: Dimple Gohel
Chunilal, Inc.
1909 E. Pierce Street
Luling, TX 78648
Telephone: (512) 632-6508
Facsimile: (830) 875-9267

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.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or 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 enforceable 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 indemnitees 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

By: _____

Name: Lew White

Title: Mayor

Chunilal, Inc.

By: _____

Name: Dimple Gohel

Title: _____

Chunilal, Inc.

EXHIBIT "A"

Job Creation by Year Requirement

Job Schedule:	# of Jobs/Total
New/Cumulative Jobs on or before December 31, 2019:	15
New/Cumulative Jobs on or before December 31, 2020:	15
New/Cumulative Jobs on or before December 31, 2021:	15

15 jobs @ \$16,416 = \$246,240 in annual wages

Penalty Examples: If company only creates and maintains 10 jobs with an average annual wage of \$16,416, the Rebate Payment will be reduced by 10/15 or 33 percent.

City of Lockhart

PROPOSED 380 INCENTIVES: Chunilal, Inc., DBA - SCHLOTZSKY'S, 111 N. COLORADO STREET

*** Taxable valuation of proposed improvements over 3-years; cannot rebate property taxes on existing improvements

Year	Land- No Incentive	New Buildings Additions and Improvements	Furniture, Fixtures and Equipment	Total	Cumulative Total
1		\$1,000,000	\$484,713	\$1,484,713	\$1,484,713
2					\$1,484,713
3					\$1,484,713

Incentive proposes tax rebate over 3-year period with sliding scale illustrated below:

City Tax	City Tax Rate	Total	Yr 1	Yr 2	Yr 3	UP TO	Total Over 3 Yrs
			100%	50%	25%		
	\$0.73320		\$10,885.91	\$5,442.96	\$2,721.48		\$19,050

NOTE: ALL SUBJECT TO APPROVAL OF GOVERNING BODY

*****Percentage of reimbursement based on actual amount of taxes paid for City taxes on improvements only

h8

Robert Tobias

From: Robert Tobias
Sent: Tuesday, October 10, 2017 2:55 PM
To: Robert Tobias
Subject: Chunilal/Schlotzsky's Assessment

Chunilal, Inc. (Schlotzsky's)

- Estimated total investment including land of \$1.8 million, includes land
- Estimated employment of 15 FTE w average annual
- Company purchased this 1/3 block and owns it free and clear
- Plans are to build out the entire site for this one restaurant
- Attracting a national brand restaurant to the CBD will reduce the retail leakage in "Eating Places"; according to retail study in Lockhart there is over \$7 million in retail leakage in this category in Central Business District
- Project will increase traffic counts for US-183 and contribute to attracting other retail
- Owners have substantial investment YTD on land, related costs, franchise fee and demonstrated their commitment to this project
- City/LEDC incentive package will enhance loan to value ratio facilitating loan
- Diversifies and expands Chunilal's investment portfolio in City.

Rob Tobias
Director of Economic Development
City of Lockhart
308 W San Antonio
Lockhart, TX 78644
(512) 398-3461 Office
(512) 376-0856 Cell
rtobias@lockhart-tx.org
www.lockhartedc.com



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: October 17, 2017			
Department: Lockhart Economic Development		Initials	Date
City Manager: <i>[Signature]</i>	Vance Rodgers	<i>[Signature]</i>	10-12-17
Department Signature	Rob Tobias	<i>[Signature]</i>	10-12-2017
Agenda Item Coordinator/Contact (include phone #): Robert Tobias Cell: 512-376-0856			
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			
DISCUSSION AND/OR ACTION REGARDING MINOR REVISIONS TO THE 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LOCKHART AND LOCKHART EMERGENCY CARE CENTER, LLC. (LECC) APPROVED ON SEPTEMBER 5, 2017, WHEREBY THE COMPANY AGREES TO EXPAND ITS BUSINESS INTO THE CITY OF LOCKHART AND TO INVEST AN ESTIMATED \$5.8 MILLION IN BUILDINGS, EQUIPMENT AND INFRASTRUCTURE, EXCLUDING LAND, AND TO EMPLOY A MINIMUM OF THIRTY (30) NEW FULL-TIME EQUIVALENT (FTE) JOBS WITH AN AVERAGE WAGE OF \$30.00 PER HOUR THROUGH THE TERM OF THE AGREEMENT AND EMPLOY AT LEAST 39 FTE JOBS BY THE 10 TH YEAR IN EXCHANGE FOR PROPERTY TAX REBATES POTENTIALLY AMOUNTING TO \$265,785 OVER A TEN (10) YEAR PERIOD, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED			
FINANCIAL SUMMARY			
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Budget			TOTALS
Budget Amendment Amount			\$0.00
Encumbered/Expended Amount			\$0.00
This Item			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00
FUND(S):			
SUMMARY OF ITEM			
This item being brought back to Council to accommodate a request by LECC to change some language in the already approved 380 agreement. The language changes are not substantive. City is authorized by Chapter 380, Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. The proposed 380 Economic Development Program Agreement states the maximum amount of property tax rebates by year that will be paid to the company over a ten (10) year period as long as the company complies with creating and maintaining 30 FTE jobs and the average wage of \$30 per hour throughout the term of the agreement and employ at least 39 FTE jobs by the 10 th year in exchange for property tax rebates potentially amounting to \$265,785 over a ten (10) year period. The dollar amount of the incentive changed also because of error the calculations.			
STAFF RECOMMENDATION			
Staff respectfully recommends approval of the Revised Chapter 380 Economic Development Program Agreement with the Lockhart Emergency Care Center LLC. as presented to the Council.			
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:	
<ul style="list-style-type: none"> • History • Proposed 380 Economic Development Program Agreement • Attachment A 		Lockhart Economic Development Corporation	

CITY OF LOCKHART

380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
REVISED 10-17-17

This Economic Development Agreement ("Agreement") is made and entered into by and between THE CITY OF LOCKHART, TEXAS ("City"), a Texas home-rule municipal corporation, and Lockhart Emergency Care Center, LLC. (LECC), a Texas limited liability company.

RECITALS

LECC desires to expand and locate its new facility in the City of Lockhart and to participate in the Economic Development Program established in this Agreement.

LECC intends to make a total investment of more than \$5.8 million in equipment, personal property, inventory, and improvements, excluding land, to real property over the 10-year period of this Agreement.

City desires to establish the Economic Development Program outlined herein and offer incentives to LECC to locate its facility in the City.

City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if its facility is successfully developed on the Property.

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and LECC agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be ten (10) years from the first day following the date of execution of this Agreement.

Section 3. City Requirements

(a) In consideration of LECC's agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to LECC an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by LECC during that year according to Attachment A (\$5.8 million excluding land) and the following schedule:

Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

The total City property tax rebate shall not be more than \$264,625 during the ten (10) year period and not more than the amount stated for each year in Attachment A. Tax rebates on any existing buildings and real property are not allowed.

Section 4. LECC's Requirements

Company hereby agrees that it will pay lawful City property taxes on or before January 31 of each year of this ten (10) year agreement and the Company will submit within 90 days of January 31 a rebate request for applicable City taxes paid and provide sufficient proof in the form of payroll registers that all job requirements have been satisfied. Failure to submit the rebate request with all required paperwork within the 90 days will result in no City rebate for the period of time under consideration.

In consideration of the City agreeing to perform the foregoing, LECC agrees:

- (a) To locate an expansion facility within the City that will employ the Full Time Equivalent (FTE) of thirty (30) employees, including contracted doctors, (30) from the date that LECC opens for business throughout the term of this agreement and also agrees to have at least 39 (FTE) employees by the 10th year of this agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The average wage of the FTE employees and contracted doctors shall not be less than \$30.00 per hour.
- (b) To employ a minimum of thirty (30) FTEs after the time period described in section 4(a) above, and to continue employing at least that number for the term of this Agreement, provided however that LECC shall be allowed a

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(c) twenty-five percent (25%) grace factor in the number of full-time equivalent (FTE)s employed in any single year during the term of this Agreement as a condition of receiving the reimbursement payment from the City pursuant to Section 3(a) for that year. In the event that the average FTEs drops below the grace factor number of 23 (for years 1-9) or 30 (for year 10) FTEs in any single year, LECC will forfeit the reimbursement payment described in Section 3(a) above for that year without affecting any other act or incentive agreed to by City.

(d) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LECC begins operating at its facility in the City, but subsequently discontinues operating such facility for any reason, except as a result of fire, explosion or other casualty or accident, force majeure or natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of LECC illegal or economically untenable, or other event beyond the reasonable control of LECC for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, for that year, within 30 days of the expiration of the 180 days.

(b) In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where its expanded facility is located for full payment of such monies. The burden shall be upon LECC to prove to the satisfaction of the City that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of LECC. In the event LECC meets this burden and the City is satisfied that the discontinuance of the operation of the its facility was the result of events beyond the control of LECC, then LECC shall have a period of one (1) year in which to resume the operation of its facility.

(c) In the event that LECC fails to resume its operations at the facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, not already reimbursed, within 30 days of the expiration of the one-year period. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the Property for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes on property, or business personal property, or inventory owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement within 30 days of such event. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due; LECC hereby agrees that the City may place a lien on the property where the facility is located for full

payment of such monies.

(e) In the event that LECC relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this agreement within 30 days of the relocation. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property to which LECC has relocated its facilities for full payment of such monies.

(f) In the event that the City determines that LECC is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give LECC thirty (30) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the thirty (30) days' notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sects 3(a) of this Agreement within 30 days of the default. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where it is located for full payment of such monies.

Section 6. Certification of Compliance

On or before March 1 of each year that this Agreement is in effect, LECC shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that LECC has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of LECC related to the provisions of this Agreement.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

- (a) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement shall be settled by alternative dispute resolution. City and LECC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.
- (b) In the event that the claim or controversy is not settled by alternative dispute resolution, or in the event the parties are unable to agree upon an alternative dispute resolution agreeable to both parties, this Agreement shall be enforceable by law in a court of competent jurisdiction according to the laws of the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and LECC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and LECC.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by LECC without the written consent of the City; no reasonable request that protects the interests of the City will be denied. In the event of such assignment or in the event of legal succession of LECC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Lockhart Emergency Care Center, LLC:

Brian Johnson
Chief Operating Officer
Lockhart Emergency Care Center, LLC
22100 Bulverde Road
Suite 108
San Antonio, Texas 78259

City:

City Manager, City of Lockhart
308 W. San Antonio
P.O. Box 239 Lockhart,
TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto 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 enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

City and LECC agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____ 2017.

CITY OF LOCKHART:

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC, City Secretary

Lockhart Emergency Care Center, LLC:

Brian Johnson

Chief Operating Officer
Title

State of Texas)(

)(

County of Caldwell)(

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

State of Texas)(
)(
County of Caldwell)(

The foregoing instrument was acknowledged before me this _____
day of _____, 2017 by Brian Johnson, known to me to be the Chief Operating
Officer of Lockhart Emergency Care Center LLC.

Notary Public

My Commission expires:

Lockhart Emergency Care Center, LLC : Potential 380 Tax Rebate: City of Lockhart

Revised October 12, 2017

Rebates estimated base on Economic Development Impact information provided by the development.

ATTACHMENT A

*** Cannot rebate property taxes on existing building and property

Year	No Rebate on Land Value	New Buildings Additions and Improvements	Furniture, Fixtures and Equipment	Total
1	\$ 1,300,000	\$3,400,000	\$2,400,000	\$5,800,000
2				\$0
3				\$0
4				\$0
5				\$0
6				\$0
7				\$0
8				\$0
9				\$0
10				\$0
Total	\$ 1,300,000	\$3,400,000	\$2,400,000	\$5,800,000

Potential Tax Rebate for Years 1 through 10: Not to exceed \$ in each year

Tax Year:	Est Rate	Total	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total 5 Yrs
City Tax	\$0.7332		\$31,894.20	\$31,894.20	\$31,894.20	\$31,894.20	\$31,894.20	\$159,471.00
			Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
	Est Rate	Total	50%	50%	50%	50%	50%	
City Tax	\$0.7332		\$ 21,263	\$ 21,263	\$ 21,263	\$ 21,263	\$ 21,263	\$ 106,314

City Potential Tax Rebate: \$265,785

NOTE: Figures are estimates and subject to approval of the Lockhart City Council. Tax Rebate based above investments AND with 30 beginning FTE jobs and 39 FTE jobs at the end the ten yr period with an hourly wage average of \$30 per hour. Tax Rebate will be pro-rated based on the investment amount and number of jobs with their verified wages. Contracted doctors also included.

hb

Annotated
Changes

CITY OF LOCKHART

380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Underlined

This Economic Development Agreement ("Agreement") is made and entered into by and between THE CITY OF LOCKHART, TEXAS ("City"), a Texas home-rule municipal corporation, and Lockhart Emergency Care Center, LLC, a Texas limited liability company.

W

RECITALS

LECC desires to expand and locate its new facility in the City of Lockhart and to participate in the Economic Development Program established in this Agreement.

LECC intends to make a total investment of more than \$5.8 million in equipment, personal property, inventory, and improvements, excluding land, to real property over the 10 year period of this Agreement.

City desires to establish the Economic Development Program outlined herein and offer incentives to LECC to locate its facility in the City.

City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if its facility is successfully developed on the Property.

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and LECC agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be ten (10) years from the 1st day of ____ next following the date of execution of this Agreement.

Section 3. City Requirements

(a) In consideration of LECC's agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to LECC an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by LECC during that year according to Attachment A (\$5.8 million excluding land) and the following schedule:

Year 1	75%
Year 2	75%
Year 3	75%
<u>Year 4</u>	75%
<u>Year 5</u>	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

The total City property tax rebate shall not be more than. \$264,625 during the ten (10) year period and not more than the amount stated for each year in Attachment A. Tax rebates on any existing buildings and real property are not allowed.

Section 4. LECC's -Requirements

Company hereby agrees that it will pay lawful City property taxes on or before January 31 of each year of this ten (10) year agreement and the Company will submit within 90 days of January 31 a rebate request for applicable City taxes paid and provide sufficient proof in the form of payroll registers that all job requirements have been satisfied. Failure to submit the rebate request with all required paper work within the 90 days will result in no City rebate for the period of time under consideration.

In consideration of the City agreeing to perform the foregoing, LECC agrees:

- (a) To locate an expansion facility within the City that will employ the Full Time Equivalent (FTE) of thirty (30) employees, including contracted doctors, (30) from the date that LECC opens for business throughout the term of this agreement and also agrees to have at least 39 (FTE) employees by the 10th year of this agreement.. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The average wage of the FTE employees and contracted doctors shall not be less than \$30.00 per hour.
- (b) To employ a minimum of thirty (30) FTEs after the time period described in section 4(a) above, and to continue employing at least that number for the term of this Agreement, provided however that LECC shall be allowed

~~a twenty-five percent (25%) grace factor in the number of FTEs employed in any single year during the term of this Agreement as a condition of receiving the reimbursement payment from the City pursuant to Section 3(a) for that year. In the event that the average FTEs drops below the grace factor number of 23 (for years 1-9) or 30 (for year 10) FTEs in any single year, LECC will forfeit the reimbursement payment described in Section 3(a) above for that year without affecting any other act or incentive agreed to by City, provided however that LECC shall be allowed a twenty five percent (25%) grace factor in the number FTE employees employed in any single year, or thirty (30) FTE employees, during the term of this Agreement as a condition of receiving the reimbursement payment from the City pursuant to Section 3(a) for that year. In the event that the average FTEs drops below the grace factor number of thirty (30) FTEs in any year, LECC will forfeit the reimbursement payment described in Sections 3(a) above for that year without affecting any other act or incentive agreed to by City.~~

- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LECC begins operating at its facility in the City, but subsequently discontinues operating such facility for any reason, except as a result of fire, explosion or other casualty or accident, force majeure or natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of LECC illegal or economically untenable, or other event beyond the reasonable control of LECC for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, for that year, within 30 days of the expiration of the 180 days.

(b) In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where its expanded facility is located for full payment of such monies. The burden shall be upon LECC to prove to the satisfaction of the City that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of LECC. In the event LECC meets this burden and the City is satisfied that the discontinuance of the operation of the its facility was the result of events beyond the control of LECC, then LECC shall have a period of one (1) year in which to resume the operation of its facility.

(c) In the event that LECC fails to resume its operations at the facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, not already reimbursed, within 30 days of the expiration of the one year period. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the Property for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes on property, or business personal property, or inventory owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement within 30 days of such event. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due; LECC hereby agrees that the City may place a lien on the property where the facility is located for full payment of such monies.

(e) In the event that LECC relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this agreement within 30 days of the relocation. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property to which LECC has relocated its facilities for full payment of such monies.

(f) In the event that the City determines that LECC is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give LECC thirty (30) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sects 3(a) of this Agreement within 30 days of the default. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where it is located for full payment of such monies.

Section 6. Certification of Compliance

On or before March 1 of each year that this Agreement is in effect, LECC shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that LECC has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of LECC related to the provisions of this Agreement.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

(a) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement shall be settled by alternative dispute resolution. City and LECC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by alternative dispute resolution, or in the event the parties are unable to agree upon an alternative dispute resolution agreeable to both parties, this Agreement shall be enforceable by law in a court of competent jurisdiction according to the laws of the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's

tees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and LECC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and LECC.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by LECC without the written consent of the City; no reasonable request that protects the interests of the City will be denied. In the event of such assignment or in the event of legal succession of LECC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Lockhart Emergency Care Center, LLC:

Brian Johnson
Chief Operating Officer
Lockhart Emergency Care Center, LLC
22100 Bulverde Road
Suite 108
San Antonio, Texas 78259

City:

City Manager, City of Lockhart
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto 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 enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

City and LECC agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____ 2017.

CITY OF LOCKHART :

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC, City Secretary

Lockhart Emergency Care Center, LLC:

Brian Johnson

Chief Operating Officer
Title

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this ___ Day of _____, , by 2017 Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

100

State of Texas)(
)(
County of Caldwell)(

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Brian Johnson, known to me to be the Chief Operating Officer of Lockhart Emergency Care Center, LLC

Notary Public

My Commission expires:

Lockhart Emergency Care Center, LLC : Potential 380 Tax Rebate: City of Lockhart

Revised Aug 15, 2017

Rebates estimated base on Economic Development Impact information provided by the development.

ATTACHMENT A

*** Cannot rebate property taxes on existing building and property

Year	No Rebate on Land Value	New Buildings Additions and Improvements	Furniture, Fixtures and Equipment	Total
1	\$ 1,300,000	\$3,400,000	\$2,400,000	\$5,800,000
2				\$0
3				\$0
4				\$0
5				\$0
6				\$0
7				\$0
8				\$0
9				\$0
10				\$0
Total	\$ 1,300,000	\$3,400,000	\$2,400,000	\$5,800,000

Tax Year:		Potential Tax Rebate for Years 1 through 10					
Est Rate	Total	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
City Tax	\$0.7332	75%	75%	75%	75%	75%	
		\$31,755.00	\$31,755.00	\$31,755.00	\$31,755.00	\$31,755.00	\$158,775
		Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
City Tax	\$0.7332	50%	50%	50%	50%	50%	
		\$ 21,170	\$ 21,170	\$ 21,170	\$ 21,170	\$ 21,170	\$ 105,850

Formula Wrong

City Potential Tax Rebate: \$264,625

NOTE: Figures are estimates and subject to approval of City Council.
 Tax Rebate based above investments AND creating/maintaining 30 FTE jobs and having at least 39 FTE jobs by the 10th year with an hourly wage average of \$30 per hour. Tax Rebate will be pro-rated based on the investment amount and number of jobs with their verified wages.

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: September 5, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i> 8-24-2017
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 a proposed 380 Economic Development Program Agreement between the City of Lockhart and Lockhart Emergency Care Center, LLC whereby the company agrees to expand its business into the City of Lockhart and to invest an estimated \$5.8 million in buildings, equipment and infrastructure, excluding land, and to employ a minimum of thirty (30) new full time equivalent (FTE) jobs with an average wage of \$30.00 per hour throughout the term of the agreement and employ at least 39 FTE jobs by the 10 th year in exchange for property tax rebates potentially amounting to \$264,625 over a ten (10) year period.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSES <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 is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. The proposed 380 Economic Development Program Agreement states the maximum amount of property tax rebates by year that will be paid to the company over a ten (10) year period as long as the company complies with creating and maintaining 30 FTE jobs and the average wage of \$30 per hour and to employ at least 39 FTE jobs by the 10 th year of the agreement. Failure to maintain the FTE jobs and the average wage will result in reduction of property tax rebate on a ratio basis. The tax rebate cannot include property tax paid on the land.				
STAFF RECOMMENDATION				
Staff respectfully recommends approval of the 380 Economic Development Program Agreement with Lockhart Emergency Care Center, LLC, as presented to the Council.				
List of Supporting Documents: Proposed 380 Economic Development Program Agreement; back up data		Other Departments, Boards, Commissions or Agencies:		

History

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2017-08**

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING UP TO \$393,000 FOR THE LOCKHART EMERGENCY CARE CENTER, LLC, PROJECT UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended (“the Act”); and

WHEREAS, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct infrastructural improvements for new or expanded business enterprises; and

WHEREAS, LEDC proposes project in an amount not to exceed \$393,000.00 in funds for infrastructure improvements and other costs associated with the development to create new jobs; and

WHEREAS, the LEDC has determined that the Lockhart Emergency Care Center, LLC project (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

NOW, THEREFORE, BE IT RESOLVED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

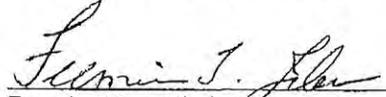
SECTION 2. The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$ 393,000.00 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

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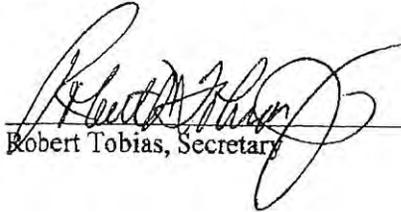
PASSED AND ADOPTED at a meeting of the Lockhart Economic Development Corporation held on this 22 day of Aug, 2017.

Lockhart Economic Development Corporation

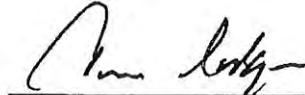


Fermin Islas, Chairperson

Attest:



Robert Tobias, Secretary



Vance Rodgers, President

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and Lockhart Emergency Care Center, a Texas limited liability corporation referenced as LECC in this document.

RECITALS

WHEREAS, LECC desires to expand to the City of Lockhart, Texas ("City") and participate in the Economic Development Program established in this Agreement; and

WHEREAS, the LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to LECC to locate such business in the City; and

WHEREAS, LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including an increase in the City's tax rolls, an increase in sales tax revenues, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area, if such business is successfully developed on such property; and

WHEREAS, LEDC and LECC desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and LECC agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be three (3) years from the 1st day of the month following the beginning of business operations by LECC. When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

Section 3. LEDC Requirements

In consideration of LECC agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will pay up to \$393,000 for building, infrastructure, and other associated development costs which will create 30 FTE jobs with an average annual wage of \$50,000 per year which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). The amount of financial benefit that LECC will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(c) below and as stated in Attachment A attached hereto and part of the Agreement.

Section 4. LECC: Requirements

In consideration of LEDC agreeing to perform the foregoing, LECC agrees:

- (a) To locate, purchase land, and invest a minimum of \$5.8 million to construct a building, other improvements, and equipment within 18 months of approval by LEDC.
- (b) To employ a minimum of thirty (30) Full Time Equivalent ("FTE") employees from the date that LECC opens for business and to continue employing at least that number thereafter until the end of the term of this Agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours; provisions in Attachment A are applicable.
- (c) Pursuant to Section 3, the yearly proportion of financial benefit that LECC will retain from the LEDC project funds expended will be determined by the number of FTE employees during each year of the agreement divided by thirty (30) up to 100%. The minimum number of FTE employees that must be maintained from Year One (1) through Year Three (3) of this Agreement to retain all of the financial benefit is thirty (30); provisions in Attachment A are applicable.
- (d) Pursuant to Attachment A requirements for jobs and investment, LECC will submit reimbursement requests with sufficient proof as stated in the attachment within 90 days after being open 1 year, within 90 days after being open 2 years, and within 90 days after being open 3 years. Failure to submit the reimbursement requests within the day periods will result in no reimbursement.
- (e) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LECC begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the LECC illegal or economically untenable, or other event beyond the reasonable control of LECC: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event LECC shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that LECC shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, LECC hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon LECC to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event LECC meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of LECC, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. LECC shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on LECC assets for full payment of such monies.

Section 6. Certification of Compliance by LECC

Each year that this Agreement is in effect, LECC shall certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that LECC has met the annual employment and investment requirements as shown in Attachment A for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of LECC related to the provisions of this Agreement, including but not limited to FTE positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and LECC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement, when executed, contains the entire agreement between the LEDC and LECC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and LECC.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by LECC without the written consent of LEDC. In the event of such assignment or in the event of legal succession of LECC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Lockhart Emergency Care Center, LLC.:

Brian Johnson
Chief Operating Officer
Lockhart Emergency Care Center, LLC.
22,100 Bulverde Road
Suite 108
San Antonio, Texas 78259

Lockhart Economic Development Corporation:

President
Lockhart Economic Development Corporation
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

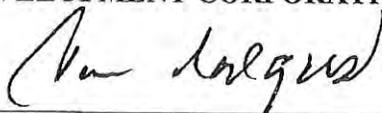
In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this 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 enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and LECC agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

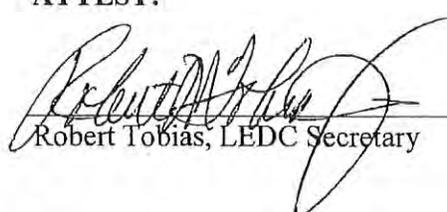
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22 day of Aug., 2017.

**THE LOCKHART ECONOMIC
DEVELOPMENT CORPORATION:**



Vance Rodgers, LEDC President

ATTEST:



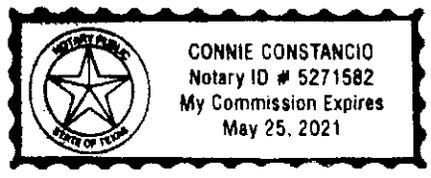
Robert Tobias, LEDC Secretary

LOCKHART EMERGENCY CARE CENTER
, LLC

Brian Johnson, Chief Operating Officer

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this 22nd day of August, 2017, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.



Connie Constancio
Notary Public State of Texas
My Commission expires:
May 25, 2021

State of Texas)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Brian Johnson, known to me to be the Chief Operating Officer of Lockhart Emergency Care Center, a Texas Limited Liability Corporation, acting on behalf of such corporation.

Notary Public State of Texas
My Commission expires:

|||

Lockhart Emergency Care Center, LLC
LEDC New Project Incentives
Aug 15, 2017

ATTACHMENT A

<u>Type</u>		<u>Est Up To</u>	<u>Reimbursement Notes</u>
Impact Fees	\$	40,000	Road, Water, Sewer Impact Fees
Bldg Permit Fees	\$	18,000	<u>Based on \$5.8 million dollar facility</u>
Utility Taps	\$	5,000	Water, Sewer, Electric
Transformers (primary)	\$	30,000	Electric Service
Infrastructure (other)	\$	300,000	*Drainage and other infrastructure
Total Potential Incentives	\$	393,000	

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. 30 jobs initially and 34 jobs at end of 5th year with average wage of \$30 per hour
* \$100,000 Toward City Line Road realignment

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 17, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 10-12-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding gifting in the interest of a public purpose unused salvage fire department related equipment to the Texas A&M Forest Service Helping Hands Program to be refurbished and donated to small fire departments within Texas				
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				
There are several unused and outdated fire department equipment items that are just taking up space at fire department storage areas. These items can be donated in the interest of a public purpose to the Texas A&M Forest Service Helping Hands Program which will refurbish most of the items and then donate them to small fire departments in need within Texas. The space is needed.				
STAFF RECOMMENDATION				
City Manager respectfully requests approval of this item as presented				
List of Supporting Documents: Partial List of items			Other Departments, Boards, Commissions or Agencies:	

Vance Rodgers

From: Jerry Doyle
Sent: Friday, September 22, 2017 11:27 AM
To: Vance Rodgers
Subject: RE: Salvage Equipment

OK.

From: Vance Rodgers
Sent: Friday, September 22, 2017 11:17 AM
To: Jerry Doyle <jdoyle@lockhart-tx.org>
Cc: Connie Constancio <cconstancio@lockhart-tx.org>
Subject: Re: Salvage Equipment

Will take to Council on Oct 17

Thanks

On Sep 22, 2017, at 10:48 AM, Jerry Doyle <jdoyle@lockhart-tx.org> wrote:

Salvage Equipment;

Station 2: Survivair SCBA's (5)
 Wooden lockers (several)
 Hard Suction hose
 5" Large diameter hose (LDH)

Station 3: Tempest Exhaust fans (2) - (1) Electric; (1) Gas-powered
 Assorted loose equipment
 5" Large diameter hose (LDH)
 Honda 6500 Gas Generator

Thanks.

From: Vance Rodgers
Sent: Friday, September 22, 2017 10:14 AM
To: Jerry Doyle <jdoyle@lockhart-tx.org>
Subject: Re: Salvage Equipment

Need list of equipment please.

On Sep 22, 2017, at 8:55 AM, Jerry Doyle <jdoyle@lockhart-tx.org> wrote:

Vance;

There is some salvage equipment at Fire Station # 2 (Bufkin) and Fire Station # 3 (West San Antonio) that I would like to donate to the Texas A & M Forest Service Helping Hands program. It is equipment that is no longer in use.

Helping Hands equipment is refurbished by the Forest Service and distributed to volunteer fire departments throughout the state at minimal cost.

Please let me know if this is possible.

Thanks,

Jerry Doyle
Interim Fire Chief
512-398-2321 Office
512-620-0001 Fax
512-213-7267 Cell

<image002.jpg>

The information transmitted in this message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If the reader of this message is not the intended recipient, you are hereby notified that your access is unauthorized, and any review, dissemination, distribution or copying of this message including any attachments is strictly prohibited. If you are not the intended recipient, please contact the sender and delete the material from any computer



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: October 17, 2017			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>WR</i>	<i>10-12-17</i>
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 a proposed Engineering Services Agreement with the Lower Colorado River Authority (LCRA) to identify large electric system improvements and maintenance projects within the system over a five year period beginning January 1, 2018, and appointing the Mayor to sign the agreement			
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): Billed monthly at \$1,833.33 on LCRA Bill to City			
SUMMARY OF ITEM			
LCRA has provided distribution electrical engineering services for the City of Lockhart for more than 20 years. The current contract is about to expire in December 1. The services are paid through the wholesale power rate (3/100 of a penny). The anticipated cost of these engineering services over the next five years is \$110,000 which is billed on a monthly basis. These electrical engineering services are critical for City staff to make improvements and perform scheduled major maintenance to the current system helping to ensure a dependable electrical distribution system. If the City employed a staff electrical engineer, the salary plus benefits would be about \$160,000 per year.			
STAFF RECOMMENDATION			
City Manager recommends approval of the agreement as presented.			
List of Supporting Documents: History, Document Cover Page, Proposed agreement		Other Departments, Boards, Commissions or Agencies:	

LCRA CUSTOMER SERVICES CONTRACT

(Form TS400 rev.10/29/2012)

CUSTOMER: City of Lockhart
P.O. Box 239
Lockhart, Texas 78644
Attn: Vance Rodgers

PROJECT: 5-Year Engineering System Study

DATE SUBMITTED: May 26, 2017

SCOPE OF SERVICES:

Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The monthly amount added to the City's power bill will be \$1,833.33. The first billing will start January 1, 2018. The last payment will be December 1, 2022 (60 payments).

SCHEDULE:

Begins: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.

Completion: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.

CONTRACT TYPE & PRICE:

Type: Independent Contract **Total Cost:** \$110,000.00 **Billing Method:** Power Billing

(Please note that if this is an independent contract, terms and conditions should be attached.)

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.

City of Lockhart

Lower Colorado River Authority

By: _____

By: _____

Title: _____

Kristian Koellner

Title: Director, Transmission Planning, Transmisison Services

Date: _____

Date: May 26, 2017

OFFICE USE ONLY

Job Description: Engineering System Analysis (ESA)

Account: _____

Approved By: _____

LCRA Work Order: _____

Estimated Completion Date: _____

Actual Completion Date: _____

Assigned Contract Agent: Kristian Koellner

Assigned Contract Administrator: Bill Jerram

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify and/or gather field information needed to construct a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 1. Conductor construction design type
 2. Conductor type per phase, including neutral
 3. Conductor phasing
 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).
 - v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
- b. Produce or update the computer models for the Customer's distribution system.
- c. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- d. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.

ENGINEERING SERVICES AGREEMENT

- vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- e. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- f. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected locations
 - ii. Perform arc flash analysis at the locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 - 1. Clearance distances
 - 2. Fault current
 - 3. Energy
 - 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.
- g. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.

ENGINEERING SERVICES AGREEMENT

- h. Based upon the findings of items b through f above, develop a list of Recommend Capital Improvement Projects and budgetary project cost estimates.
- i. Update Maps and Electric System Model as information is provided by field crews and the Customer during the study.

Information to be provided by the Customer includes but is not limited to the following:

- a. Any Customer-specific distribution system planning criteria
- b. Ten-year load forecast
- c. Load profile results per feeder via relays or load loggers, if available
- d. Mapping data that has changed since data collection
- e. Rate class kWh sales data, if available
- f. Capacitor bank(s) status during peak electrical loading and load profile, if available
- g. Capacitor bank controller settings
- h. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
- i. Protective device nameplate information for distribution feeder breaker and downstream reclosers
- j. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
- k. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
- l. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. Deliverable

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. Confidential Work Product

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.

ENGINEERING SERVICES AGREEMENT

CONTRACT TERMS AND CONDITIONS

(Monthly Power Billing Method)

This Customer Services Contract (Form TS400) is subject to the following terms and conditions:

1. The LCRA shall perform all engineering work under the supervision of a Texas licensed professional engineer and in accordance with industry standards and the National Electric Safety Code. All material shall meet or exceed the minimum requirements of the LCRA and RUS specifications. The LCRA shall not be responsible for equipment malfunctions due to system disturbances, lightning, or other abnormal causes.

2. The contract term for this Agreement shall be five (5) years, however, LCRA shall be required to provide the Deliverable, and all related information described herein to complete the system improvement study, to the Customer within sixty (60) months after execution of this Agreement. In the event the LCRA fails to produce any portion (or a de minimis portion, as determined by the Customer) of the Deliverable to the Customer within twenty (20) months after execution of this Agreement, the Customer shall have the absolute right to terminate the Agreement with no obligation to reimburse LCRA any costs or expenses, and LCRA shall be required to reimburse the Customer all payments received by LCRA. The agreement will be reviewed at the end of the 5-year period. Information and new contracts will be provided to the customers prior to the renewal date. Except as stated above, if Customer, in its sole discretion, elects to terminate this agreement, Customer shall reimburse LCRA actual costs plus appropriate overhead expended by LCRA on behalf of Customer; however, if the Plan has been completed by LCRA and provided to the Customer, the Customer will be obligated to pay the entire amount (monthly amount times 60 months) of the Plan. If LCRA, in its sole discretion, terminates the contract prior to the study being completed and provided to the Customer, LCRA shall reimburse the Customer all payments received by LCRA.

This amount (contract amount divided by 60 months) will be included in the monthly power bill as shown on the front page.

3. THE LCRA SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, DAMAGES, AND COST RESULTING FROM THE INJURY OR DEATH OF ANY PERSON AND FOR DAMAGES TO ANY PROPERTY THAT OCCURS DURING THE LCRA'S ON-SITE PERFORMANCE OF THE WORK TO THE EXTENT THAT THE INJURY, DEATH, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE LCRA EMPLOYEES TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL SIMILARLY INDEMNIFY THE LCRA WITH RESPECT TO NEGLIGENCE OF CUSTOMER'S EMPLOYEES AND/OR CONTRACTOR(S). LCRA AND THE CUSTOMER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.

ENGINEERING SERVICES AGREEMENT

4. Changes in Scope of Services may be made only by a written change order signed by representatives of Customer and the LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.

5. There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

6. (a). Labor and Services. LCRA shall perform all engineering services in accordance with acceptable industry practice and in a good workmanlike manner, suitable for the proposed usage of the Customer's equipment to be improved or installed or services performed and in full accordance with all installation instructions and requirements of the equipment manufacturer and supplier. Should any of the engineering services of LCRA described in this agreement prove to be inadequate, inaccurate, or unsatisfactory through human error, omission, or otherwise, it shall be LCRA's sole responsibility and liability to perform corrective engineering services.

Corrective services required prior to acceptance of the Plan shall be performed by LCRA at LCRA's sole cost and expense, including the repair or replacement of equipment damaged by LCRA's actions or as a result of errors, omissions or deficiencies in the Plan. Corrective services required after acceptance of the Plan shall be performed by LCRA without charge to the Customer, provided the Customer requests corrective services, in writing, within five (5) years after execution of the Agreement. LCRA shall be liable for all labor costs necessary to correct errors, omissions, or deficiencies in the Plan, or as a result of improper system improvements engineered by LCRA, during the five (5) year term of the Agreement.

(b). Manufacturer's Warranties. LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by the LCRA's vendors. All warranty documentation shall be furnished to the Customer before the Plan is accepted. LCRA will be fully responsible for any error, omission or deficiency in its work which reduces the validity of duration of any manufacturer warranty. The warranty and the remedies for any breach contained herein are exclusive and they are given and accepted in lieu of any implied warranties, including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance, and any obligation, liability, right, claim or remedy at law or in equity arising out of any breach of such warranties, whether such warranties arise under contract, tort, strict liability, statute or any other legal or equitable theory or principle including negligence, gross negligence, or willful misconduct.

7. This Contract together represents and contains the entire agreement and understanding between the Parties with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the Parties unless incorporated into this Contract. This Contract may not be amended or modified except by a writing executed both

ENGINEERING SERVICES AGREEMENT

by an authorized representative of the LCRA and by an authorized representative of the Customer.

Last revised: 3/30/2017



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

History

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: November 20, 2012				
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 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 a proposed Engineering Services Agreement with the Lower Colorado River Authority (LCRA) to identify large electric system improvements over a five year period beginning December 1, 2012, and appointing the Mayor to sign the agreement				
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				
LCRA has provided distribution electrical engineering services for the City of Lockhart for more than 20 years. The current contract is about to expire on December 1, 2012. The services are paid through the wholesale power rate (3/100 of a penny). The anticipated cost of these engineering services over the next five years is \$10,000. These electrical engineering services are critical for City staff to make improvements and perform scheduled major maintenance to the current system helping to ensure a dependable electrical distribution system. If the City employed a staff electrical engineer, the salary plus benefits would be about \$140,000 per year.				
STAFF RECOMMENDATION				
City Manager recommends approval of the agreement as presented.				
List of Supporting Documents: Proposed agreement		Other Departments, Boards, Commissions or Agencies:		

City of Lockhart

ELECTRIC SYSTEM STUDY

2010 - 2015

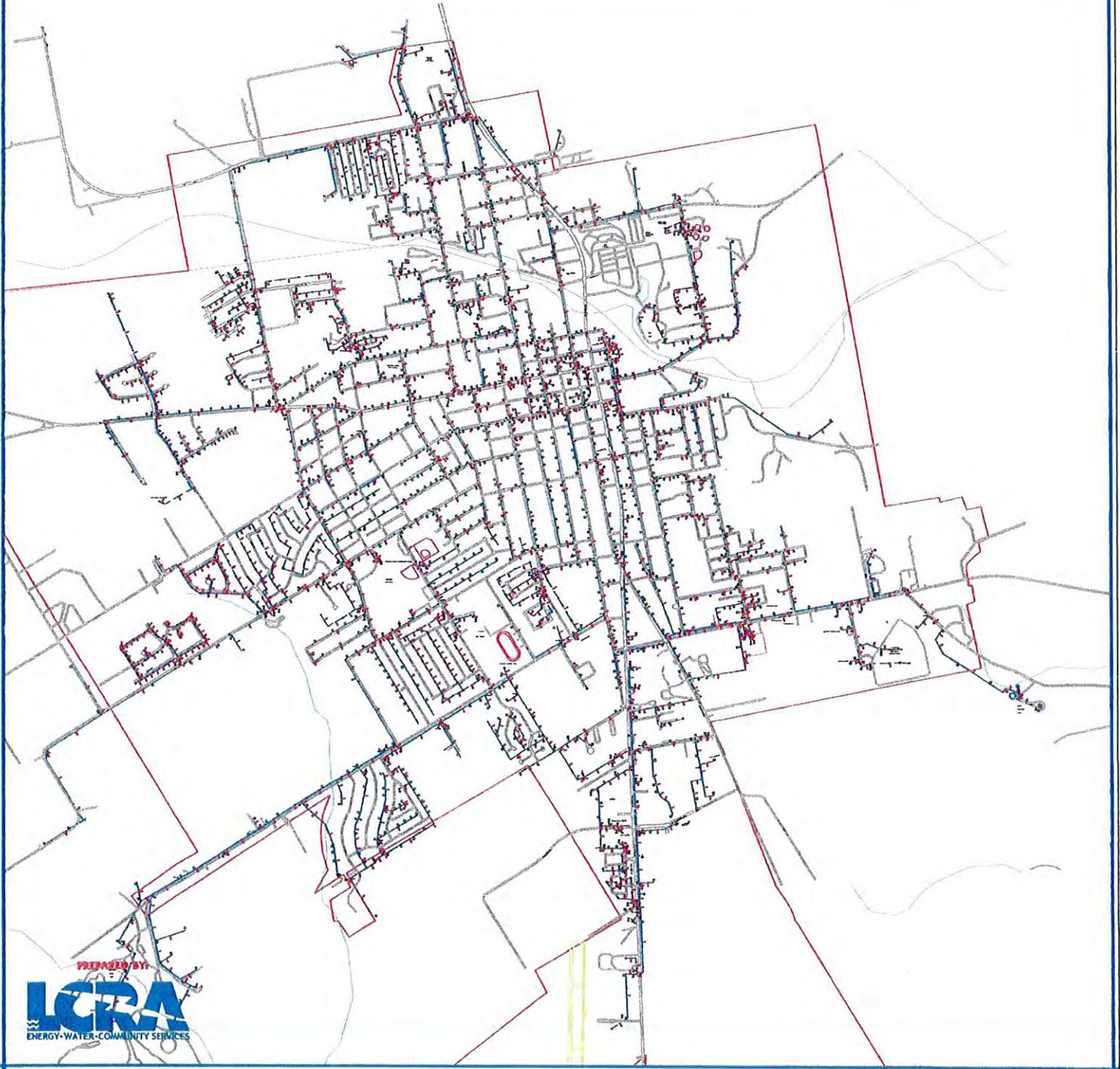


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Cost
Contract
Criteria
Rate Class
Load Projections
Addendums
Maps



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 17, 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 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 a request by the City Manager and Bob Leos, Electric Superintendent, to consider approval of an Indefinite Delivery, Indefinite Quantity Professional Engineering Services Agreement with Corbett Technology for engineering services as needed at a rate not to exceed \$125.00 per hour, and appointing the City Manager to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): Contractual Services: Electric Distribution Department				
SUMMARY OF ITEM				
Electric primary and secondary services provided by the City of Lockhart sometimes require difficult decisions that need to be evaluated by a qualified professional engineer to help assure staff that proposed improvements, repairs, and certain maintenance activities in the electrical system are safe and meet all good construction standards. Professional services would also be used as needed to review of subdivision and commercial development electrical primary designs to make sure they comply with the City's construction standards. Corbett Technology was the engineering firm approved to design the lighting at the Corporal Jason K. LeFleur Sports Complex. Purchase orders would be issued for services in amounts not to exceed \$5,000.				
STAFF RECOMMENDATION				
City Manager and Bob Leos, Electric Superintendent, respectfully request approval of the proposed agreement as presented				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:	

City of Lockhart
308 W. San Antonio
Lockhart, Texas 78644

October 10, 2017

Attn: Vance Rodgers, City Manager

Re: Professional Engineering Services

Dear Mr. Rogers,

Corbett Technology is pleased to provide the City of Lockhart a professional engineering services proposal to provide the City with engineering related services as required. We propose Indefinite Delivery, Indefinite Quantity, IDIQ, type non-exclusive agreement. As the name implies, this type agreement provides a working relationship between the City of Lockhart and Pat Corbett, professional engineer. This permits the City to contract small projects or just seek engineering counsel on a one-on-one item basis. It gives the City professional services on many items that larger firms do not want to do, or are too small to spend the money for formal engineering proposals. It also saves valuable time in simply getting the job done.

This type of consulting work is limited on a project to project basis to the maximum allowable purchasing ability of the City without requiring public Request for Proposals or Request for Qualifications. In its simplest understanding, this agreement allows the City and consultant to work together to solve everyday problems and move on to the next one in a seamless fashion with limited paperwork. This type agreement is for one year and is renewable annually. There is no limit on the number of purchase orders or projects, just a ceiling on fees allowed per project.

My services will be in both the MEP design and reporting world of building construction as well as industrial electrical and control design in public utility work, including, but not limited to, water and wastewater plant electrical and SCADA design, underground primary and secondary utilities, as well as building MEP design and forensic troubleshooting. We can also support the City in legal issues as an expert witness when needed, but our goal is normally to find a reasonable solution to the problem at hand.

We can work with the City in any number of ways best suited to the need for services. My hourly rate is \$125 per hour for normal engineering work, plus approved expenses. We can discuss fees for engineering assistance in legal matters if and when the time arises. For most projects where the scope of work is well defined, we can work on a cost-not-to-exceed basis. We can also assist you in preparing a Scope if required.

We can begin immediately assisting you and the City of Lockhart whenever you find a need. All that is required is your commitment by your signature below. This document will represent our agreement on the matter and will define my commitment to the City of Lockhart. From that point on, if you will send me a scope of service needed with whatever support documents are needed, I will respond with a fee estimate

. The City can then issue a purchase order for that amount so as to set up the financial and billing aspect of the agreement. It is in this document that we will define the deliverable and quantity.

Corbett Technology carries general liability and professional liability insurance and issue to your office certificates of insurance. Certificates of insurance will be provided to the City upon receipt of this executed instrument and annually upon renewal of such insurance coverage.

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
	Reviewed by Legal <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Council Meeting Dates: October 17, 2017			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>VR</i>	<i>10-2-17</i>
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 2017-39 which adopts City of Lockhart Electric revised Electric Service Construction Standards for Overhead and Underground Electric Services within the City and its service area			
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
FUND(S):			
SUMMARY OF ITEM			
The current electric service construction standards for overhead and underground services are more than 15 years old and need to be updated to reflect current codes and local requirements. Drawings within the current standards are also outdated. This ordinance adopts the new standards and drawings. The revisions and new drawings will help electric contractors when performing work in the City and/or its service area. The drawings and specifications were reviewed by an electrical engineer, Lockhart's Chief Building Official Shane Mondin and Electrical Superintendent Bob Leos			
STAFF RECOMMENDATION			
The Building Official, Electric Superintendent, and City Manager respectfully request approval of the ordinance and construction standards as presented.			
List of Supporting Documents: Ordinance 2017-39 and Drawing Standards		Other Departments, Boards, Commissions or Agencies:	

ORDINANCE 2017-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ADOPTING REVISED ELECTRIC SERVICE CONSTRUCTION STANDARDS FOR OVERHEAD AND UNDERGROUND ELECTRIC SERVICES WITHIN THE CITY OF LOCKHART AND ITS SERVICE AREAS, PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council recently passed an ordinance adopting a new National Electric Code: and

WHEREAS, City staff has reviewed existing electric service construction standards and found that there are several deficiencies that need to be corrected; and

WHEREAS, City staff has recommended that that Council adopt new electric service construction standards E1 through E13 to clarify requirements and to be more in compliant with newly adopted codes;

I. THEREFORE BE IT ORDAINED BY THE LOCKHART CITY COUNCIL THAT ORDINANCE 2017-39 ADOPTS THE FOLLOWING BY REFERENCE:

CITY OF LOCKHART

ELECTRIC SERVICE CONSTRUCTION STANDARDS

OVERHEAD AND UNDERGROUND ELECTRIC SERVICES

(Revised October, 2017)

II. Findings and Recitations: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

III. Penalty: A person convicted of an offense under this section shall be punished by a fine of up to \$200.

IV. 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 of any other portion, provision or regulation.

V. Repealer: All other ordinances, their sections, or parts heretofore adopted by the City in conflict with the provisions in this ordinance are hereby repealed or amended as indicated.

VI. Effective Date: This ordinance shall become effective ten (10) days after its passage.

VII. Publication: The City Secretary shall cause this ordinance, or its caption and penalty, to be published in a newspaper of general circulation one time within ten days following the date of its passage, pursuant to city charter.

PASSED, APPROVED and ADOPTED this the _____ day of _____, 2017.

CITY OF LOCKHART

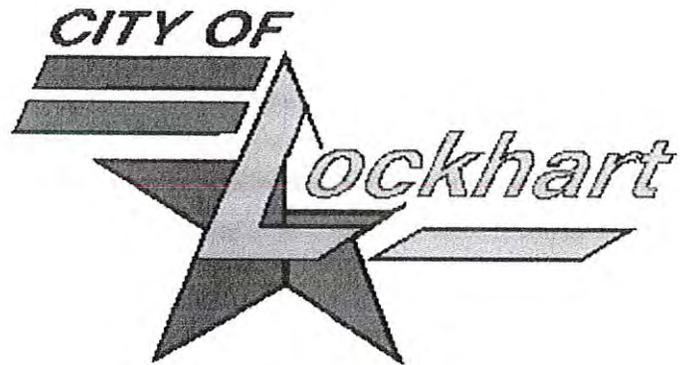
LEW WHITE, MAYOR

ATTEST:

APPROVED AS TO FORM:

CONNIE CONSTANCIO, TRMC
CITY SECRETARY

PETER GRUNING
CITY ATTORNEY



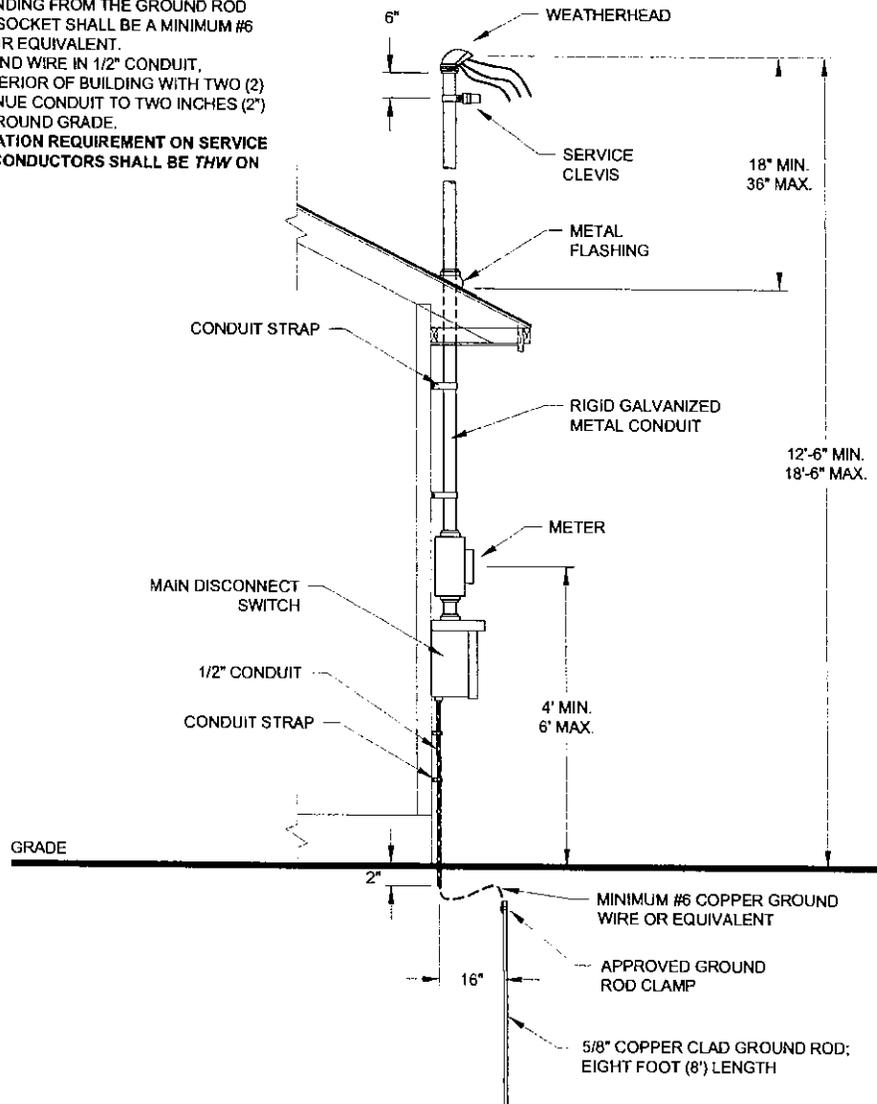
CITY OF LOCKHART
ELECTRIC CONSTRUCTION STANDARDS
OVERHEAD AND UNDERGROUND SERVICES

Adopted 10-17-2017

NOTES

1. PROVIDE MINIMUM FOUR FOOT (4') LEADS PAST WEATHERHEAD.
2. WEATHERHEAD HEIGHT ABOVE FINAL GROUND GRADE SHALL NOT BE LESS THAN 12'-6" AND NOT EXCEED 18'-6". IF WIRES CROSS MORE THAN FOUR LINEAR FEET (4') OF ROOF, THE CLEARANCE MUST BE RAISED FROM 18" TO 36".
3. CLEVIS SHALL BE SIX INCHES (6") BELOW WEATHERHEAD.
4. IF METAL ROOF, PLASTIC MAY BE SUBSTITUTED FOR METAL FLASHING. *SPECIAL ROOF PROBLEMS SHALL BE COORDINATED WITH CITY OF LOCKHART.
5. TWO CONDUIT STRAPS ON CONDUIT WALL; STRAP SIZE TO FIT SIZE OF CONDUIT.
6. CIRCUIT BREAKER AND CONDUCTOR SIZE SHALL BE PER N.E.C.
7. ~~WHEN A MAIN DISCONNECT SWITCH IS REQUIRED AT METER SOCKET POSITION, IT SHALL BE LOCATED OUTSIDE OF THE HOUSE.~~
*THE HOUSE BREAKERS MAY BE LOCATED BELOW, ADJACENT TO, OR INSIDE HOUSE, BUT NOT INSIDE CLOSET OR BATHROOM.
8. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
9. ENCLOSE GROUND WIRE IN 1/2" CONDUIT. ATTACH TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELOW FINAL GROUND GRADE.
10. MINIMUM INSULATION REQUIREMENT ON SERVICE WIRE FOR ALL CONDUCTORS SHALL BE THW ON EQUIVALENT.

<p><u>100 AMP LOOP</u></p> <ul style="list-style-type: none"> • SUITABLE FOR SINGLE FAMILY DWELLINGS HAVING LESS THAN 1,000 SQUARE FEET LIVING AREA. • 1 1/2" MINIMUM SIZE RIGID GALVANIZED CONDUIT I.D. • TWO #2 STRANDED COPPER FOR HOT LEADS; • ONE #4 STRANDED COPPER FOR NEUTRAL.
<p><u>200 AMP LOOP</u></p> <ul style="list-style-type: none"> • REQUIRED FOR SINGLE FAMILY DWELLINGS HAVING 1,000 SQUARE FEET LIVING AREA OR MORE. • 2" MINIMUM SIZE RIGID GALVANIZED CONDUIT I.D. • TWO #2/0 STRANDED COPPER FOR HOT LEADS; • ONE #1/0 STRANDED COPPER FOR NEUTRAL.



SINGLE OVERHEAD SERVICE
SINGLE PHASE METER LOOP
(NOT TO SCALE)

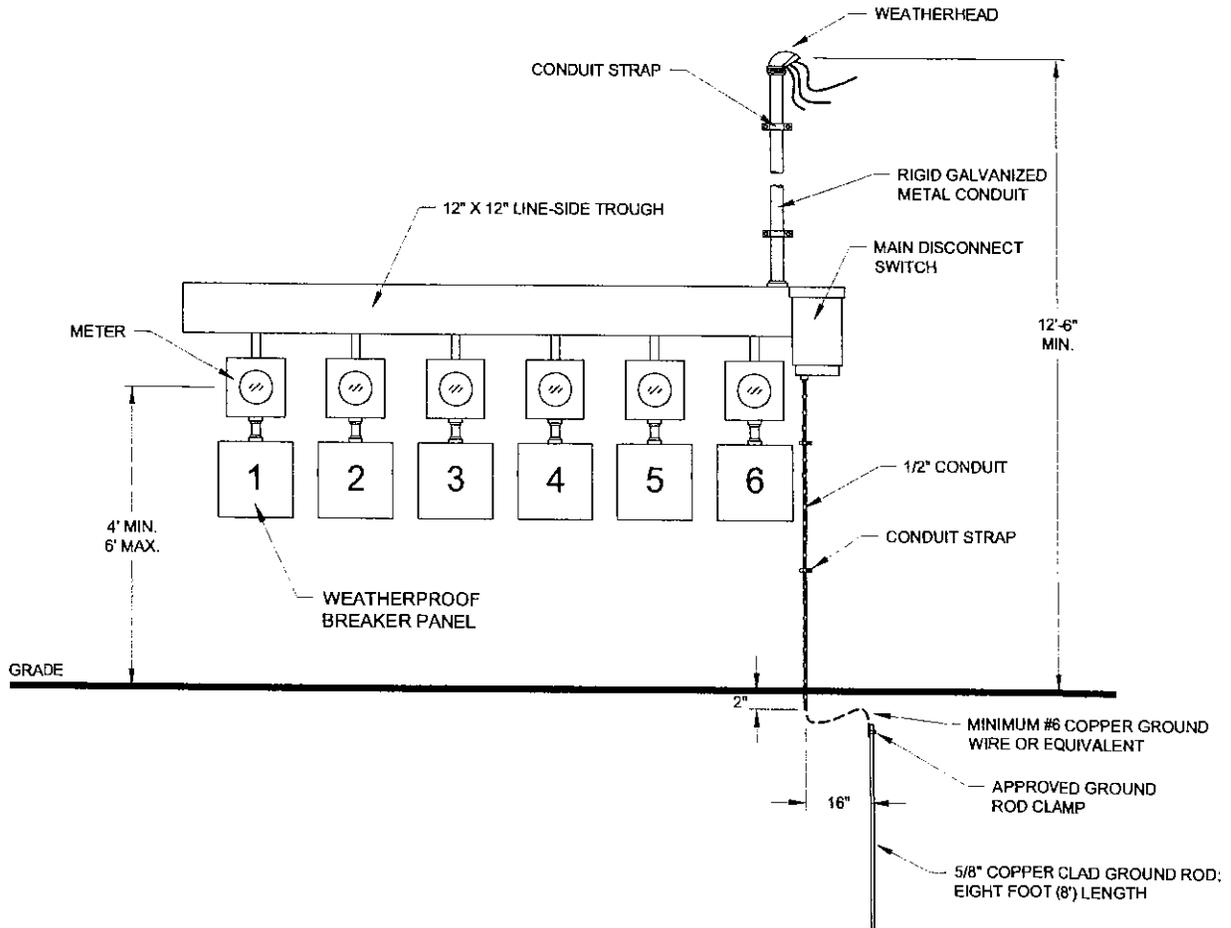
DATE REVISED: 9/21/17 10-17-2017

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NOTES

1. PROVIDE MINIMUM FOUR FOOT (4') LEADS PAST WEATHERHEAD.
2. FOR WEATHERPROOF SUB-MAIN SWITCHES OR BREAKER PANELS, EACH SWITCH SHALL HAVE PERMANENT TYPE ADDRESS MARKING.
3. TROUGH SHALL BE CONSTRUCTED SO THAT THE CITY OF LOCKHART SEAL CAN BE USED TO PREVENT UNAUTHORIZED ENTRY.
4. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
5. ENCLOSE GROUND WIRE IN 1/2" CONDUIT, ATTACH TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELOW FINAL GROUND GRADE.
6. MINIMUM INSULATION REQUIREMENT ON SERVICE WIRE FOR ALL CONDUCTORS SHALL BE THW OR EQUIVALENT.
7. MULTIPLE METERED SERVICE CONDUCTORS TO BE DETERMINED BY LICENSED ENGINEER.

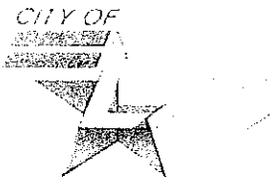
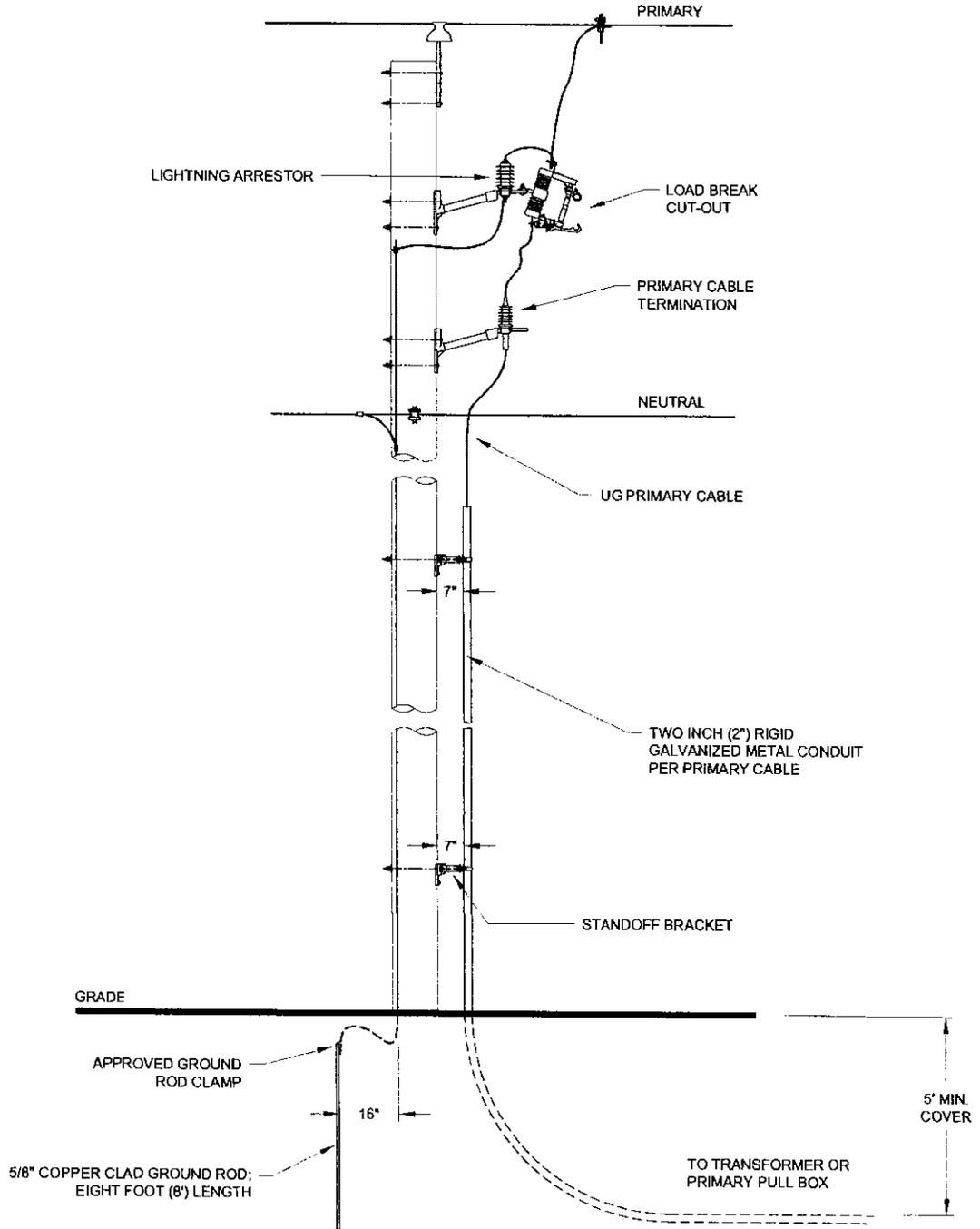


OVERHEAD SERVICE
 MULTIPLE METERING
 (NOT TO SCALE)
 DATE REVISED: ~~8/21/17~~ 10-17-2017

E-2

NOTES

1. MINIMUM FIVE FOOT (5') COVER FROM GRADE TO TOP OF CONDUIT.
2. 7" CLEARANCE FROM POLE TO VERTICAL RISER.
3. STANDOFF BRACKETS REQUIRED APPROXIMATELY EVERY 10' FEET ALONG RISER.



OVERHEAD TO UNDERGROUND
SINGLE PHASE PRIMARY RISER
(NOT TO SCALE)

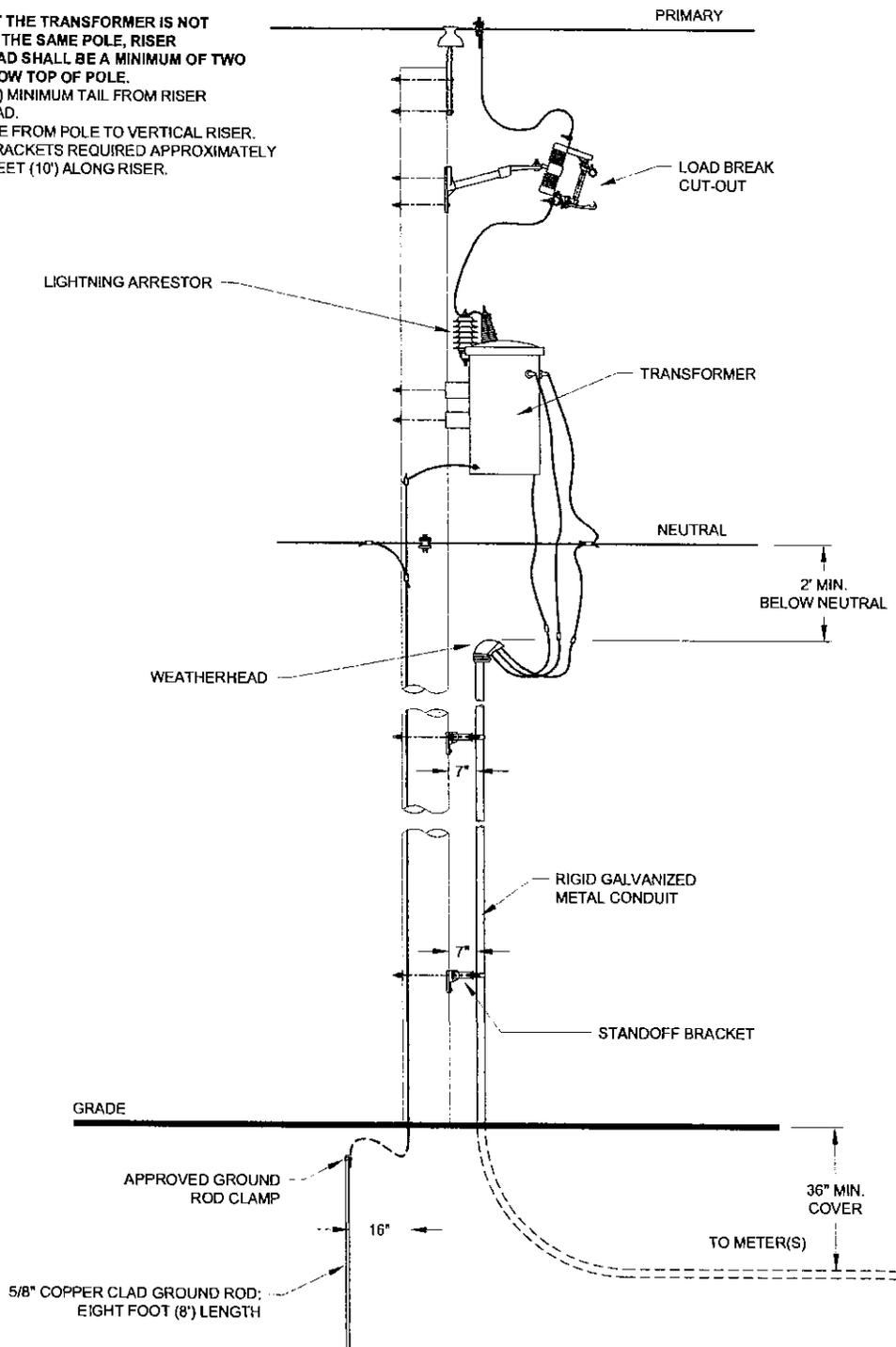
DATE REVISED: 8/21/17 10-17-2017

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NOTES

1. NO METERS OR DISCONNECTS ALLOWED ON RISER UNLESS APPROVED BY CITY.
2. NO MORE THAN ONE (1) INSTALLATION OF THIS TYPE ON ONE POLE UNLESS APPROVED BY CITY.
3. MINIMUM 36" COVER FROM GRADE TO TOP OF CONDUIT.
4. IN THE EVENT THE TRANSFORMER IS NOT LOCATED ON THE SAME POLE, RISER WEATHERHEAD SHALL BE A MINIMUM OF TWO FEET (2') BELOW TOP OF POLE.
5. FIVE FOOT (5') MINIMUM TAIL FROM RISER WEATHERHEAD.
6. 7" CLEARANCE FROM POLE TO VERTICAL RISER.
7. STANDOFF BRACKETS REQUIRED APPROXIMATELY EVERY TEN FEET (10') ALONG RISER.



OVERHEAD PRIMARY TO UNDERGROUND
SINGLE PHASE SECONDARY RISER
(NOT TO SCALE)

DATE REVISED: ~~02/11/17~~ 10-17-2017

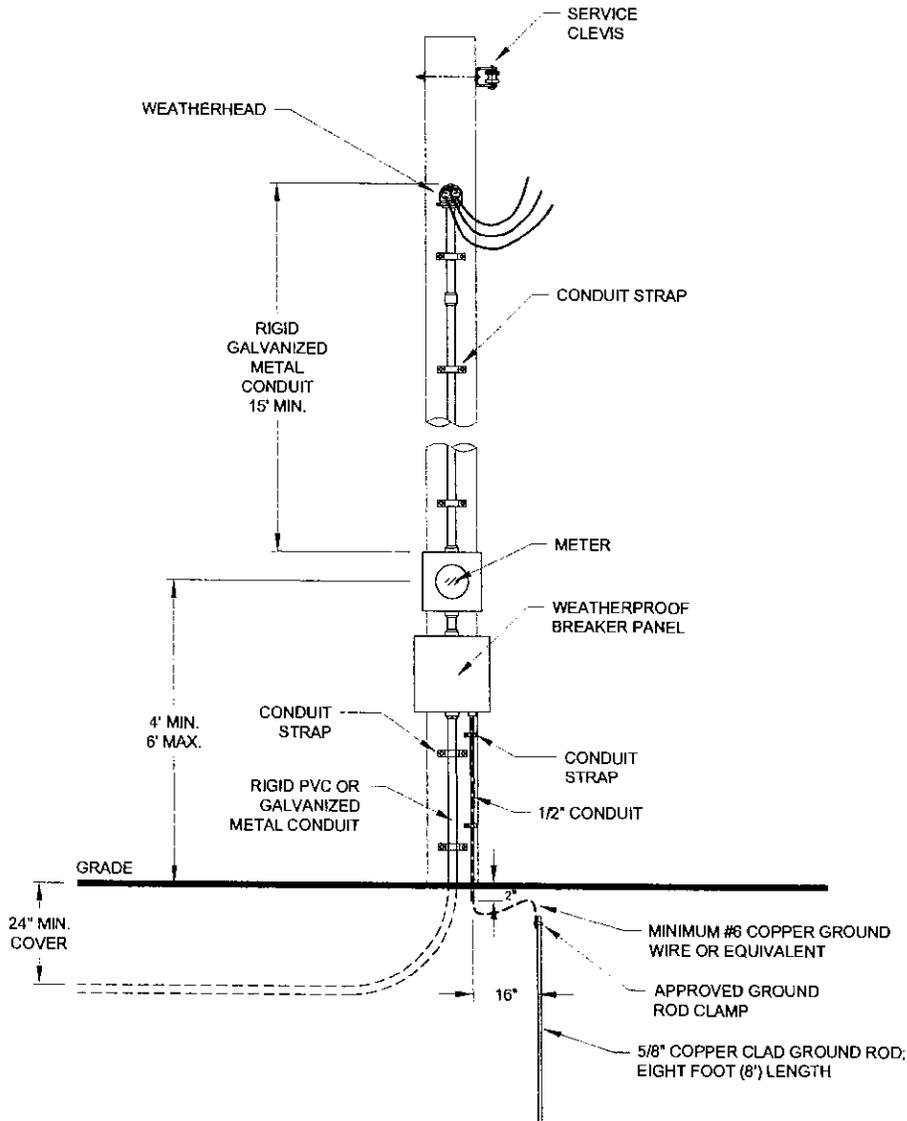
E-4

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NOTES

1. PROVIDE MINIMUM FIVE FOOT (5') LEADS PAST WEATHERHEAD.
2. THREE (3) STRAPS ON CONDUIT SECURING TO POLE; SIZE OF STRAP TO FIT SIZE OF CONDUIT.
3. METER SOCKET AND WEATHERPROOF BREAKER PANEL WILL BE CONNECTED TO POLE WITH LAG SCREWS.
4. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
5. ENCLOSE GROUND WIRE IN 1/2" CONDUIT, SECURE TO POLE WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELOW FINAL GROUND GRADE.
6. RIGID PVC OR GALVANIZED METAL CONDUIT PROPERLY SECURED TO PANEL BOX WITH WEATHER-TIGHT FITTINGS AND STRAPPED TO POLE WITH TWO STRAPS SIZED TO CONDUIT BELOW PANEL.
7. WHENEVER POSSIBLE, POSITION METER TO FACE THE ROAD OR DRIVEWAY.
8. MINIMUM INSULATION REQUIREMENT ON SERVICE WIRE FOR ALL CONDUCTORS SHALL BE THW OR EQUIVALENT.
9. THIRTY FOOT (30') CLASS FOUR (4) UTILITY GRADE POLE REQUIRED.

<p><u>100 AMP LOOP</u></p> <ul style="list-style-type: none"> • SUITABLE FOR SINGLE FAMILY DWELLINGS HAVING LESS THAN 1,000 SQUARE FEET LIVING AREA. • 1 1/2" MINIMUM SIZE RIGID GALVANIZED CONDUIT I.D. • TWO #2 STRANDED COPPER FOR HOT LEADS; • ONE #4 STRADED COPPER FOR NEUTRAL.
<p><u>200 AMP LOOP</u></p> <ul style="list-style-type: none"> • REQUIRED FOR SINGLE FAMILY DWELLINGS HAVING 1,000 SQUARE FEET LIVING AREA OR MORE. • 2" MINIMUM SIZE RIGID GALVANIZED CONDUIT I.D. • TWO #2/0 STRANDED COPPER FOR HOT LEADS; • ONE #1/0 STRANDED COPPER FOR NEUTRAL.



OVERHEAD TO UNDERGROUND
WITH METER AT POLE
SINGLE PHASE METER LOOP
(NOT TO SCALE)

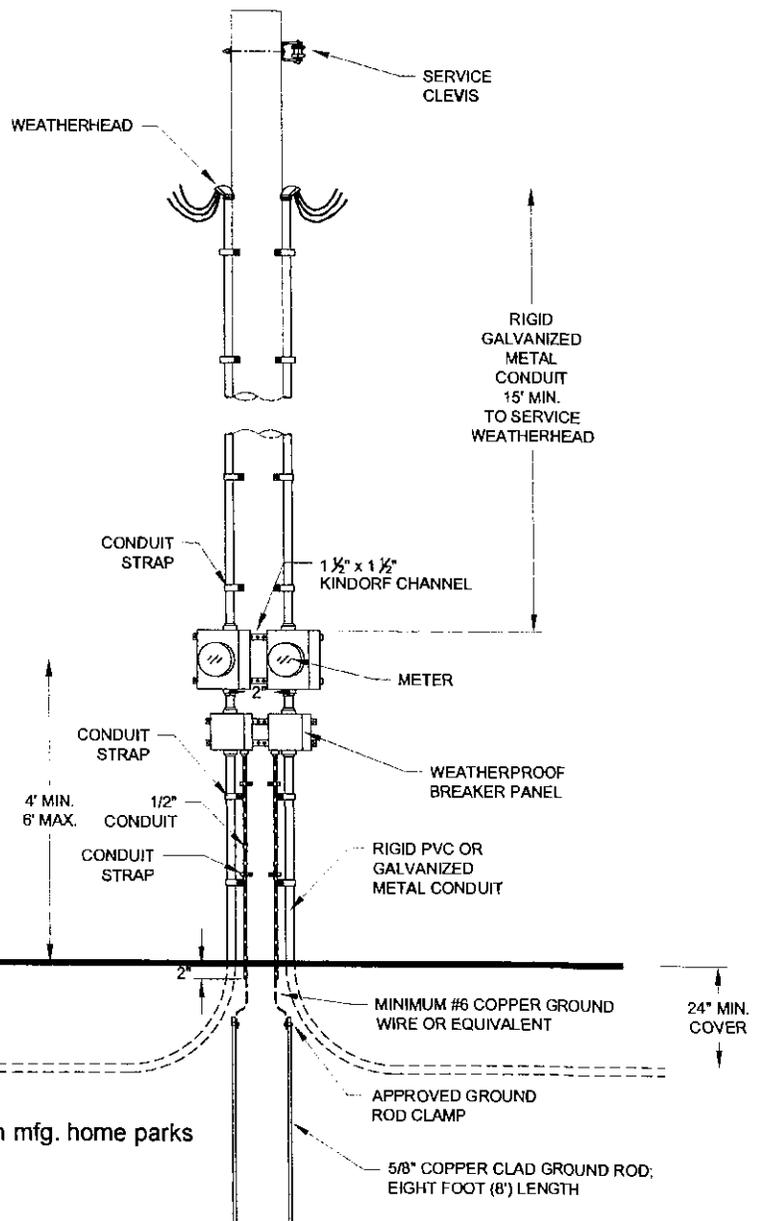
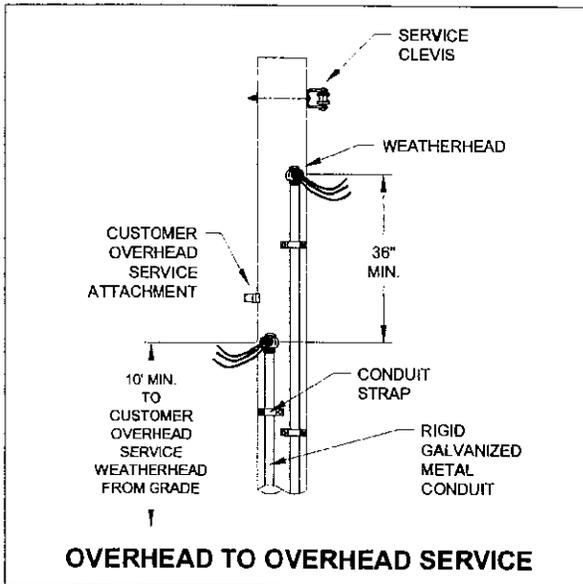
DATE REVISED: ~~02-11-10~~ 10-17-2107

E-5

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NOTES

1. PROVIDE MINIMUM FIVE FOOT (5') LEADS PAST WEATHERHEAD.
2. ALL MOBILE HOME PARKS SHALL USE A 30' CLASS 4 POLE APPROVED BY THE CITY. THE POLE SHALL BE PROPERLY GROUNDED WITH AN APPROVED GROUND ROD INSTALLED. WHEN ANCHOR AND GUY ARE REQUIRED THEY SHALL BE APPROVED BY THE CITY.
3. 1 1/2" X 1 1/2" KINDORF CHANNEL MOUNTED TO POLE WITH 3/8" LAG SCREWS. A TWO INCH (2") SPACE REQUIRED BETWEEN METERS.
4. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
5. ENCLOSE GROUND WIRE IN 1/2" CONDUIT, SECURE TO POLE WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELDW FINAL GROUND GRADE.
6. MINIMUM INSULATION REQUIREMENT ON SERVICE WIRE FOR ALL CONDUCTORS SHALL BE THW OR EQUIVALENT.



* The depth of cover in mfg. home parks is 18".



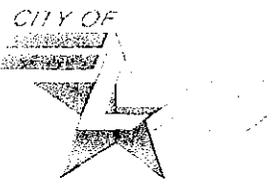
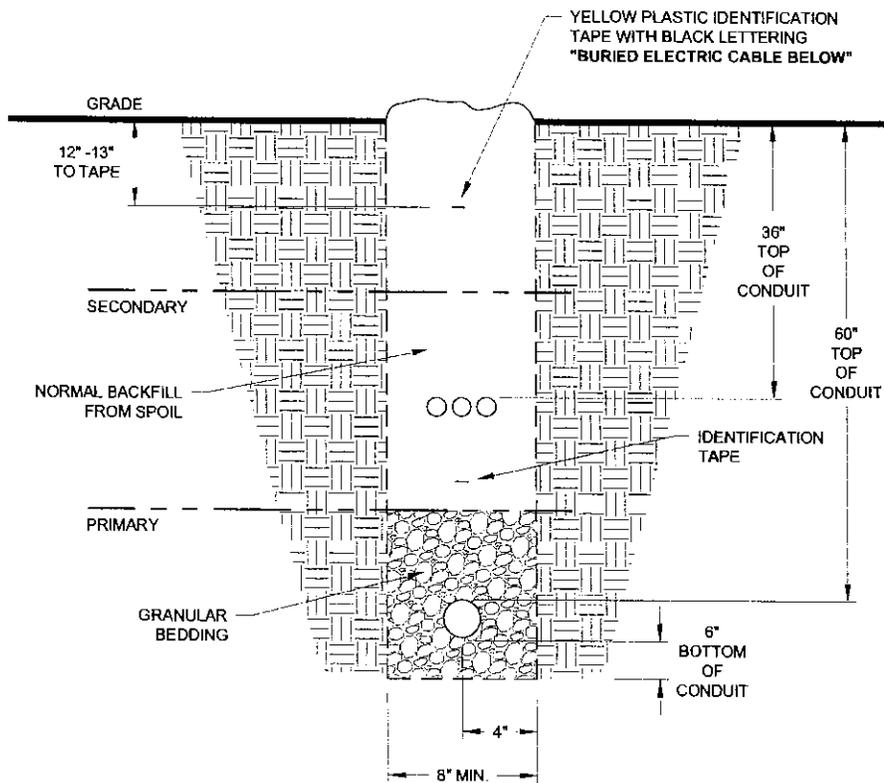
OVERHEAD TO UNDERGROUND MOBILE HOME PARK METER LOOP (NOT TO SCALE)

DATE REVISED: 8/21/17 10-17-2017

E-6

NOTES

1. WHEN CROSSING EXISTING STREETS AND DRIVEWAYS, SURFACE MATERIAL SHALL BE EQUAL TO MATERIAL REMOVED—MINIMUM AMOUNTS INCLUDE 8" GRAVEL, 1-1/2" ASPHALT, OR 6" CONCRETE.
2. INSTALLATION OF COMPACTED CRUSHED STONE (100%) AS PER TDHPT METHOD TEX 113-E, IS REQUIRED WHEN CROSSING EXISTING STREETS OR DRIVEWAYS.
3. NORMAL BACKFILL FROM SPOIL (MAXIMUM 6" IN GREATEST DIMENSION).
4. GRANULAR BEDDING AS REQUIRED.
5. A YELLOW PLASTIC IDENTIFICATION TAPE WITH BLACK LETTERING THAT READS "BURIED ELECTRIC CABLE BELOW" MUST BE PLACED IN THE CABLE TRENCH AT A DEPTH OF 12" TO 13" BELOW FINISHED GROUND GRADE.
6. AT NO TIME WILL ANY CONDUIT, PIPE, OR DIRECT BURIAL CABLE, WHETHER COMMUNICATIONS, GAS, OR WATER, BE PLACED CLOSER THAN 12" VERTICALLY OR HORIZONTALLY FROM ANY UNDERGROUND ELECTRICAL CONDUCTOR.
7. AT NO TIME WILL ANY ELECTRIC LINE BE CONNECTED FOR SERVICE IF FOUND TO CROSS UNDER ANY BUILDING FOUNDATION.
8. WHEN CABLES ARE POSITIONED AT MORE THAN ONE (1) LEVEL IN THE SAME TRENCH, ADDITIONAL IDENTIFICATION TAPE MUST BE PLACED BETWEEN LEVELS.



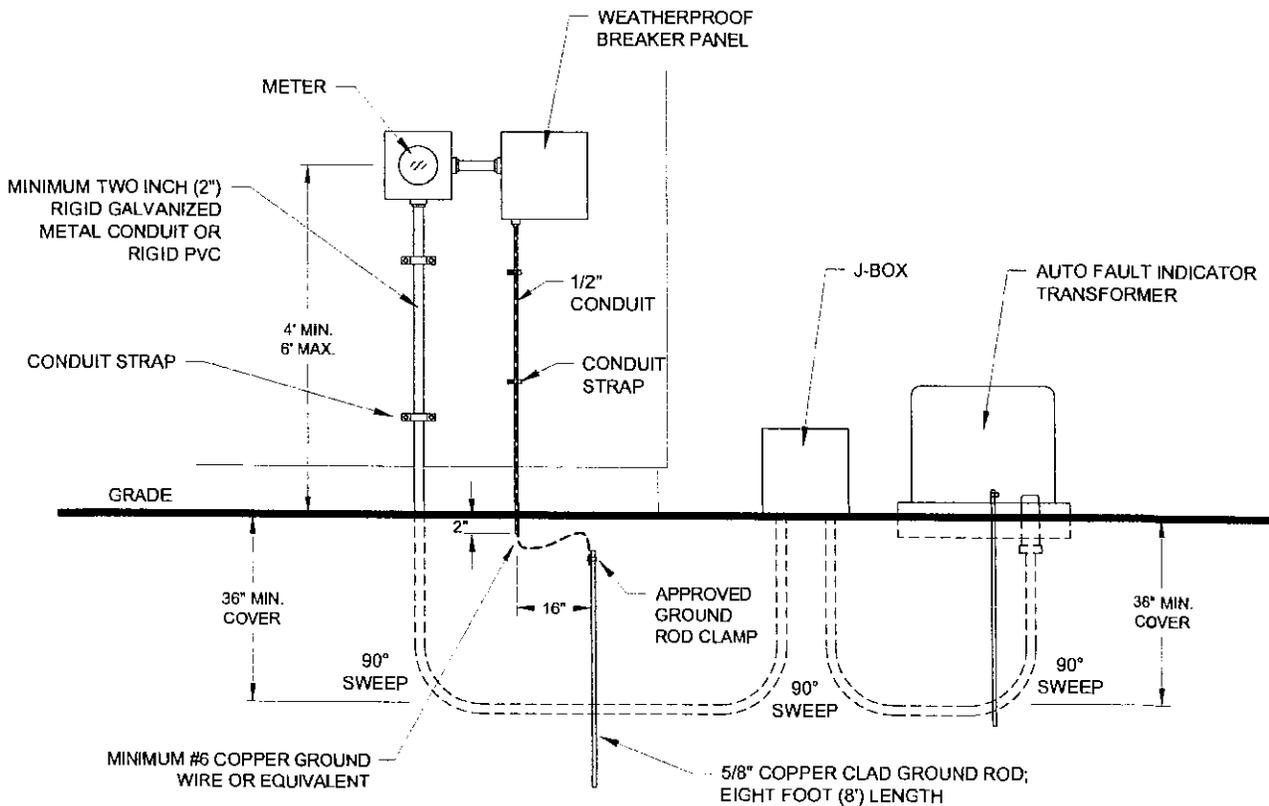
TRENCH INSTALLATION
 (NOT TO SCALE)
 DATE REVISED: 8/21/17 ~~10-17-2017~~

E-7

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NOTES

1. METER SHALL BE MOUNTED ON SIDE OF BUILDING AND AT A POINT ACCESSIBLE TO SERVICE LATERAL CONDUCTORS, EXCEPT WHERE METER IS NEXT TO TRANSFORMER.
2. USE MINIMUM TWO INCH (2") CONDUIT AND STRAP SECURELY TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS.
3. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
4. ENCLOSE GROUND WIRE IN 1/2" CONDUIT, ATTACH TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELOW FINAL GROUND GRADE.



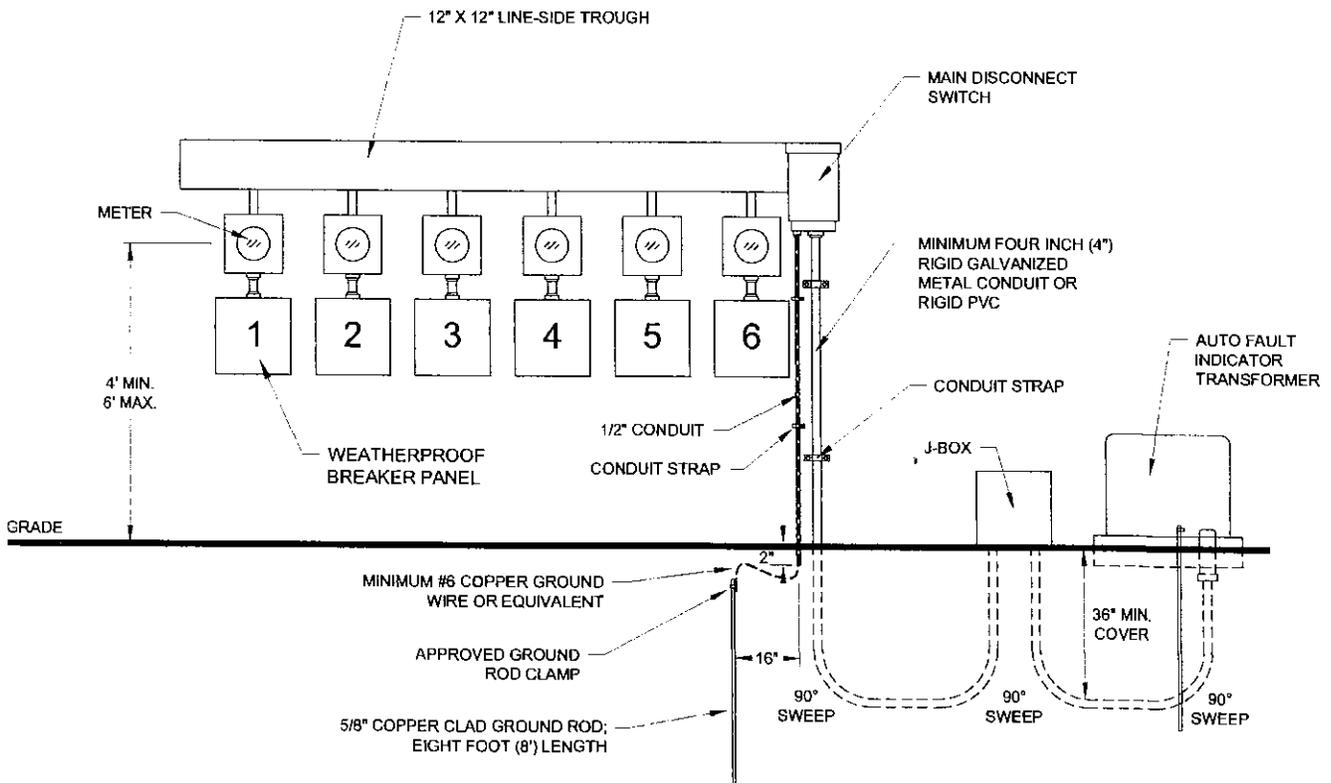
SINGLE UNDERGROUND SERVICE
 SINGLE PHASE METER LOOP
 (NOT TO SCALE)

DATE REVISED: 8/21/17
~~2017~~ 10-17-2017

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NOTES

1. FOR WEATHERPROOF SUB-MAIN SWITCHES OR BREAKER PANELS, EACH SWITCH SHALL HAVE PERMANENT TYPE ADDRESS MARKING.
2. TROUGH SHALL BE CONSTRUCTED SO THAT THE CITY OF LOCKHART SEAL CAN BE USED TO PREVENT UNAUTHORIZED ENTRY.
3. MINIMUM 4" CONDUIT SECURELY STRAPPED TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS.
4. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
5. ENCLOSE GROUND WIRE IN 1/2" CONDUIT, ATTACH TO EXTERIOR OF BUILDING WITH TWO (2) STRAPS, CONTINUE CONDUIT TO TWO INCHES (2") BELOW FINAL GROUND GRADE.
6. MULTIPLE METERED SERVICE CONDUCTORS TO BE DETERMINED BY LICENSED ENGINEER.

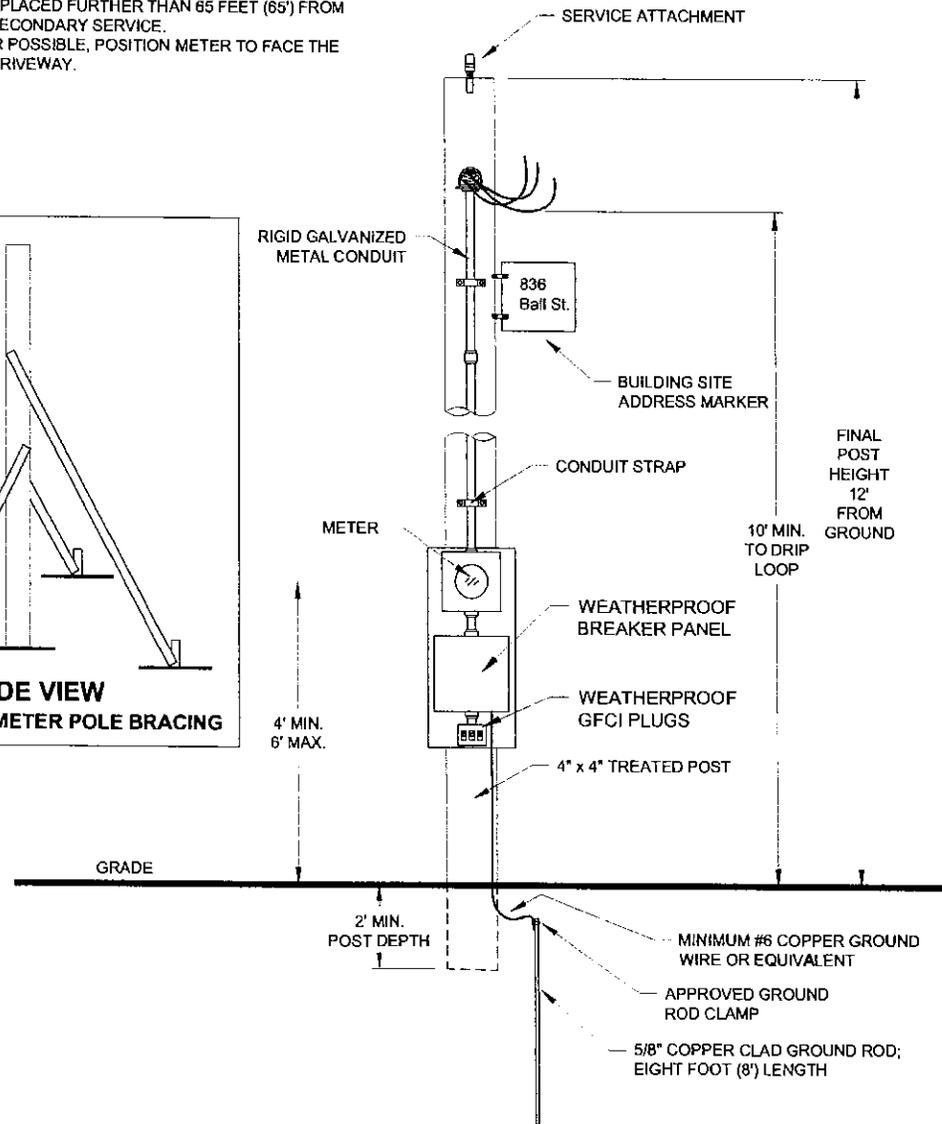
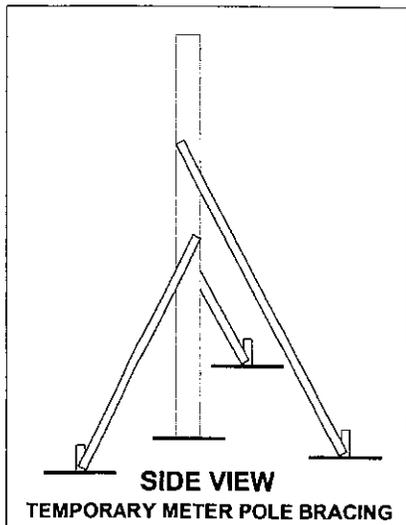


UNDERGROUND SECONDARY SERVICE
 MULTIPLE METERING IN APARTMENT COMPLEX
 (NOT TO SCALE)
 DATE REVISED: 8/20/17 10-17-2017

E-9

NOTES

1. ONE (1) POINTER OR EYE-TYPE SCREW FOR ATTACHMENT.
2. FINAL HEIGHT OF POST IS TWELVE FOOT (12') FROM GROUND.
3. THREE (3) EACH #8 COPPER WIRE, 36" IN LENGTH WITHOUT SPLICES IN 1 1/2" PIPE. -THREE (3) WIRE TEMPORARY SERVICE, THW OR EQUIVALENT.
4. ADDRESS OF BUILDING SITE MARKED WITH TWO INCH (2") LETTERS ON EXTERIOR PAINTED PLYWOOD OR MARINE SIGN.
5. 4"x4" TREATED POST BURIED TWO FEET (2") INTO GROUND.
6. THREE (3) LEG WOOD BRACING AGAINST SERVICE (PULL) 2"x4" BRACES AND 2"x4" STAKES.
7. WEATHERPROOF BREAKER PANEL; ONE (1) 240, 30 AMP CIRCUIT, TWO (2) 15 OR 20 AMP, 120 VOLT CIRCUITS; GROUND FAULT CIRCUIT INTERRUPTER REQUIRED.
8. TWO (2) 120 VOLT GROUNDING-TYPE PLUGS AND ONE (1) 240 POLARIZED PLUG-ALL THREE TO BE WEATHERPROOF OR IN WEATHERPROOF METAL BOX.
9. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
10. NOT TO BE PLACED FURTHER THAN 65 FEET (65') FROM EXISTING SECONDARY SERVICE.
11. WHENEVER POSSIBLE, POSITION METER TO FACE THE ROAD OR DRIVEWAY.



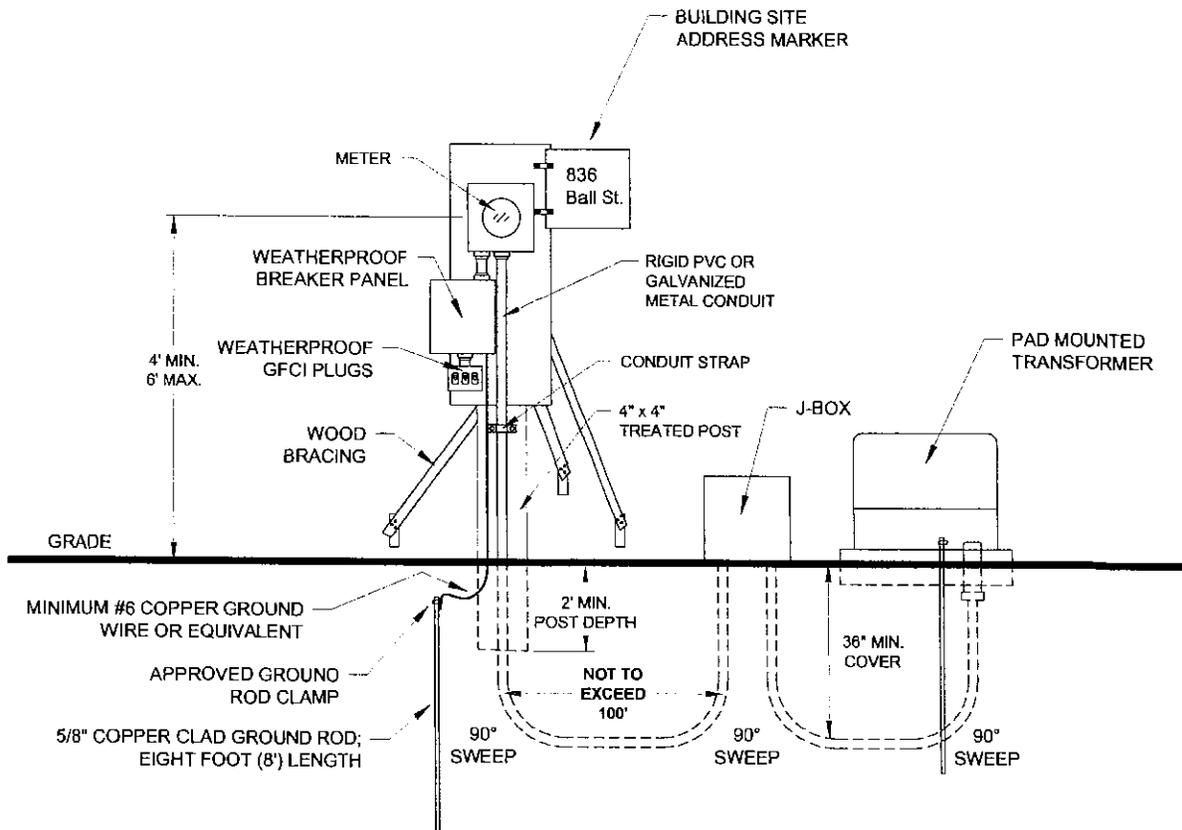
**OVERHEAD SERVICE
TEMPORARY METER LOOP
(NOT TO SCALE)**

DATE REVISED: ~~8/21/17~~ 10-17-2017

E-10

NOTES

1. ADDRESS OF BUILDING SITE MARKED WITH TWO INCH (2") LETTERS ON EXTERIOR PAINTED PLYWOOD OR MARINE SIGN.
2. CONNECTIONS SHALL BE MADE ON TOP SIDE OF METER SOCKET.
3. LEADS TO BE FIVE FEET (5') IN LENGTH GOING INTO J-BOX.
4. 4"X4" TREATED POST BURIED TWO FEET (2") INTO GROUND.
5. THREE (3) LEG WOOD BRACING, 2"X4" BRACES AND 2"X4" STAKES.
6. WEATHERPROOF BREAKER PANEL; ONE (1) 240, 30 AMP CIRCUIT, TWO (2) 15 OR 20 AMP, 120 VOLT CIRCUITS; GROUND FAULT CIRCUIT INTERRUPTER REQUIRED.
7. TWO (2) 120 VOLT GROUNDING-TYPE PLUGS AND ONE (1) 240 POLARIZED PLUG-ALL THREE TO BE WEATHERPROOF OR IN WEATHERPROOF METAL BOX.
8. SERVICE GROUNDING FROM THE GROUND ROD TO THE METER SOCKET SHALL BE A MINIMUM #6 COPPER WIRE OR EQUIVALENT.
9. NOT MORE THAN 100 FEET (100') FROM EXISTING SECONDARY SERVICE.
10. WHENEVER POSSIBLE, POSITION METER TO FACE THE ROAD OR DRIVEWAY.



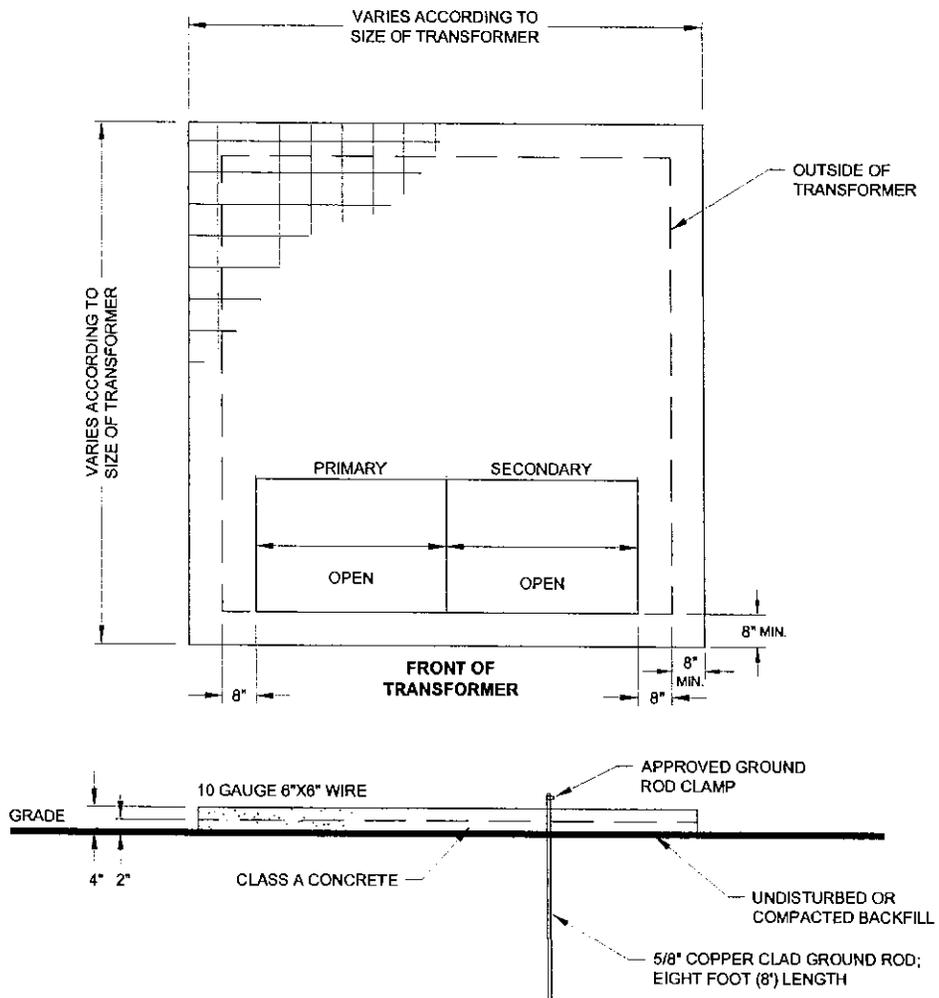
UNDERGROUND SERVICE
TEMPORARY METER LOOP
(NOT TO SCALE)

DATE REVISED: 8/21/17 10-17-2017

E-11

NOTES

- 100 KVA OR SMALLER WIRE MESH IS ACCEPTABLE.
LARGER THAN 100 KVA REQUIRES #3 REBAR AT 12" O.C., E.W.**

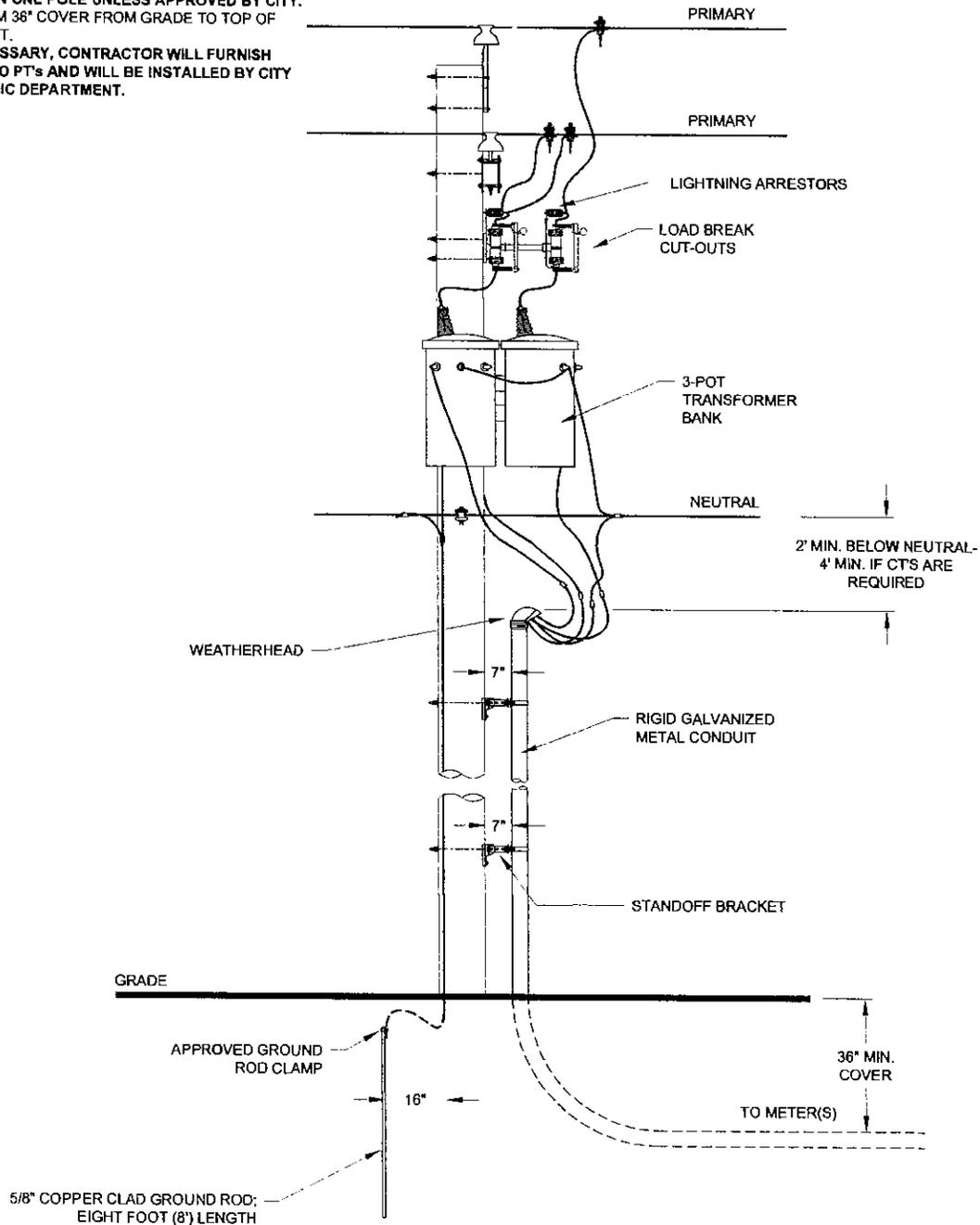


TYPICAL TRANSFORMER PAD
(NOT TO SCALE)
DATE REVISED: 8/21/17
10.17-2017

E-12

NOTES

1. IF TRANSFORMERS ARE NOT LOCATED ON THE SAME POLE, POSITION WEATHERHEAD A MINIMUM OF TWO FEET (2') BELOW TOP OF POLE.
2. FIFTEEN FOOT (15') MINIMUM TAILS FROM RISER WEATHERHEAD.
3. STANDOFF BRACKETS REQUIRED APPROXIMATELY EVERY TEN (10') FEET ALONG RISER.
4. NO METERS OR DISCONNECTS ARE ALLOWED ON RISER POLE, UNLESS APPROVED BY CITY.
5. NO MORE THAN ONE (1) INSTALLATION OF THIS TYPE ON ONE POLE UNLESS APPROVED BY CITY.
6. MINIMUM 36" COVER FROM GRADE TO TOP OF CONDUIT.
7. IF NECESSARY, CONTRACTOR WILL FURNISH CT's AND PT's AND WILL BE INSTALLED BY CITY ELECTRIC DEPARTMENT.



OVERHEAD PRIMARY TO UNDERGROUND
THREE PHASE SECONDARY RISER
(NOT TO SCALE)

DATE REVISED: 8/21/17 10-17-2017

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable Reviewed by Legal <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable			
Council Meeting Dates: October 17, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 10-12-2017
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				
ORDINANCE 2017-41 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING A POLE ATTACHMENT AGREEMENT AND TECHNICAL DESIGN MANUAL TO REGULATE POLE ATTACHMENTS WITHIN THE CITY IN THE INTEREST OF PUBLIC RIGHT-OF-WAY MANAGEMENT				
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 adopts a Pole Attachment and Technical Design Manual to regulate pole attachments within the City of Lockhart in compliance with Chapter 284 of the Texas Local Government Code which allows wireless network providers to install in the City's public rights-of-way their wireless facilities.				
STAFF RECOMMENDATION				
City Manager requests approval of the ordinance as presented				
List of Supporting Documents: Ordinance No. 2017-41 and Technical Design Manual			Other Departments, Boards, Commissions or Agencies:	

ORDINANCE NO.: 2017-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING A POLE ATTACHMENT AGREEMENT AND TECHNICAL DESIGN MANUAL TO REGULATE POLE ATTACHMENTS WITHIN THE CITY IN THE INTEREST OF PUBLIC RIGHT-OF-WAY MANAGEMENT; PROVIDING REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the City's public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code; and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has created a Pole Attachment Agreement and Technical Design Manual for the installation of poles and pole attachments in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance for the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council desires to regulate such equipment and services pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

I. NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF LOCKHART, TEXAS, that the Pole Attachment Agreement and Technical Design Manual attached here to as Exhibit A, and incorporated herein as if fully set out, is here by approved and adopted, and shall apply to all poles and pole attachments within the city limits.

II. Findings and Recitations: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, 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 any reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation herein.

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

V. 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.

VI. Effective Date: This ordinance shall become effective immediately upon its passage, approval and adoption.

Passed, approved and adopted this the _____ day of October, 2017.

CITY OF LOCKHART, TEXAS

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

Design Manual by the City of Lockhart, Texas

for the

*Installation of Network Nodes and Node Support Poles
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Lockhart, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City's Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Lockhart, Texas or its lawful successor.

City Council means the municipal governing body of the City of Lockhart, Texas.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City of Lockhart, Texas, or designee.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2 Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic District and Design Districts.*** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. A Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. **Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1. In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. **Historic Districts and Design Districts.** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

3. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles:*

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the City's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication or SCADA Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans

approved by the City Administrator and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Tess must be called so that the area can be flagged for underground utilities.

C. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- b. 55 feet above ground level.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Mayor in writing.

3. *Minimize Ground equipment density:*

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Mayor, or designee, may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. *Water, Sewer and Storm Drainage Lines:*

Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

- a. Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.
- b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.
- c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.
- d. *Existing Water Lines:* No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.
- e. *Existing Sewer Lines:* No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.
- f. *Existing Storm Drainage Lines:* No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

5. *Blocking streets, roads, alleys or lanes:*

Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction.

F. Municipal Service Poles:

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- a. Be encased in a separate conduit than the traffic light electronics;
- b. Have a separate electric power connection than the traffic signal structure; and
- c. Have a separate access point than the traffic signal structure; and

5. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

- a. Be encased in a separate conduit than any City signage electronics;
- b. Have a separate electric power connection than the signage structure;
- c. Have a separate access point than the signage structure; and

6. *Restoration of City facilities and private property:* The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

1. Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. Colors in Historic Districts and Design Districts must be approved by the City Mayor from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

1. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or

omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

2. Network Provider shall not allow or install generators or back-up generators in the Public Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Mayor in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the City managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the City Mayor's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Mayor reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Mayor within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Mayor if the City Mayor reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Mayor reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Mayor if the City Mayor reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider

fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Mayor reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Mayor shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

1. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Mayor, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Mayor. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

1. The City Mayor, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. The City Mayor, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Mayor deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Mayor shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

1. Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Mayor in writing of such removal or Abandonment and shall file with the City Mayor the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Mayor may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. **As Built Maps and Records.** Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

1.1 A Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. **Courtesy and Proper Performance.** Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2.1 A Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Mayor or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. **DRUG POLICY.** Drug policy of Network provider's personnel, and contractors in the public rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE.** The City Council has currently appropriated no funds to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under the law.

5. **OWNERSHIP.** Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable codes and ordinances, except to the extent not consistent with Chapter 284.

5.1 No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Mayor prior to any work in the Right-of-Way.

6. **Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

6.1 A Network Provider, its contractors, and agents shall obtain written permission from the City Mayor before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Mayor, Network Provider shall trim under the supervision and direction of the City Mayor. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. **Signage.** Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

7.1 Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Mayor.

7.2 Except as required by law or by the Utility Pole owner, a Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

8.1 As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

9.1 A Network Provider shall restore and repair of the public rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

9.2 A Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Mayor.

10. Network provider's responsibility.

10.1 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

10.2 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole, Transport Facility and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

12.1 Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

12.2 The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent

to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code; and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

(13) "Network provider" means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or

collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

-
- (1) each antenna that does not have exposed elements and is attached to an existing structure or pole:
 - (A) must be located inside an enclosure of not more than six cubic feet in volume;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
 - (A) must fit within an imaginary enclosure of not more than six cubic feet;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
 - (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
 - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
 - (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Dates: October 17, 2017				
Department: City Manager		Initials	Date	
Department Head: Vance Rodgers	Asst. City Manager			
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>VR</i>	10-12-2017	
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				
ORDINANCE 2017-42 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58 – UTILITIES, BY ADDING ARTICLE VI – USE OF RIGHTS OF WAY BY WIRELESS NETWORK PROVIDERS; PROVIDING FOR PUBLIC RIGHT-OF-WAY MANAGEMENT; REGULATING THE USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; PROVIDING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES; PROVIDING PROCEDURES FOR PERMITS; PROVIDING FOR PERMIT FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, HISTORIC DISTRICTS AND DESIGN DISTRICTS				
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 amends Chapter 58-Utilities by add Article VI- Use of Rights of Way By Wireless Network providers, provides for right of way management; regulates the use, occupancy and maintenance of City rights-of-way, requires compliance with the City Design Manual and applicable codes; permit procedures; and other provisions to protect the City' rights-of-way				
STAFF RECOMMENDATION				
City Manager recommends approval of the ordinance as presented.				
List of Supporting Documents: Ordinance 2017-42		Other Departments, Boards, Commissions or Agencies:		

ORDINANCE NO.: 2017-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58 – UTILITIES, BY ADDING ARTICLE VI – USE OF RIGHTS OF WAY BY WIRELESS NETWORK PROVIDERS; PROVIDING FOR PUBLIC RIGHT-OF-WAY MANAGEMENT; REGULATING THE USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; PROVIDING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES; PROVIDING PROCEDURES FOR PERMITS; PROVIDING FOR PERMIT FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, HISTORIC DISTRICTS AND DESIGN DISTRICTS; PROVIDING INDEMNITY FOR THE CITY; PROVIDING REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code (“the Code”) allows certain wireless network providers to install in the City’s public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”; and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has enacted a Design Manual for the Installation of Network Nodes and Node Support Poles (“the Design Manual”) in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council desires to regulate the installation of Network Nodes and Network Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

I. NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF LOCKHART, TEXAS, that Chapter 58 of the Code of Ordinances, City of Lockhart, Texas shall be amended by reserving Secs. 58-504 through 58-599, and by adding Article VI – Use of Public Rights of Way by Wireless Network Providers, which said reservation and Article read as follows:

Chapter 58 – UTILITIES

Secs. 58-504—58-599. Reserved.

ARTICLE VI. – USE OF PUBLIC RIGHTS OF WAY BY WIRELESS NETWORK PROVIDERS

Sec. 58-600. Purpose.

The purpose of this article is to:

- (a) Assist the City in the competitively neutral and nondiscriminatory management of the physical use, occupancy and maintenance of its public rights-of-way by wireless network providers;
- (b) Secure fair and reasonable compensation for the physical use and occupancy of the public rights-of-way by wireless network providers in a nondiscriminatory and competitively neutral manner; and
- (c) Assist the City in protecting the public health, safety, and welfare.

Sec. 58-601. Governing law.

This article will be construed in accordance with Chapter 284 of the Texas Local Government Code (“the Code”) to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

Sec. 58-602. Definitions.

For the purpose of this article, the definitions found in the City’s Pole Attachment Agreement and Technical Design Manual for the installation of network nodes and node support poles are hereby incorporated into this article and will apply unless the context clearly indicates or requires a different meaning. The following definitions as found in the Design Manual are specifically applicable to this article:

Applicable codes means the City’s building, fire, electrical, plumbing, and/or mechanical codes as adopted and amended from time to time, to the extent not inconsistent with Chapter 284.

Attacher has the same meaning as “Network Provider.”

Attachment has the same meaning as “Network Node.”

City means the City of Lockhart, Texas.

City Council means the municipal governing body of the City of Lockhart, Texas.

Chapter 284 means Texas Local Government Code, Chapter 284.

Code means the Texas Local Government Code.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a public right-of-way on or adjacent to a pole.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to City codes and ordinances.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the City maintains and enforces unique design and aesthetic standards.

Design Manual means the City’s Pole Attachment Agreement and Technical Design Manual for the installation of network nodes and node support poles.

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City-approved and lawfully permitted location for the Network Node.

Mayor means the mayor of the City of Lockhart, Texas, or designee.

Micro network node means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network.

(a) The term includes:

(1) equipment associated with wireless communications;

(2) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(3) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation.

(b) The term does not include an electric generator, a pole, or a macro tower.

Network provider means:

(a) a wireless service provider; or

(b) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider Network Nodes, or Node Support Poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a Network Node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Pole means a service pole, City-owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an interest. The term does not include a private easement, or the airwaves above a public right-of-way with regard to wireless telecommunications.

Service pole means a pole, other than a City-owned utility pole, owned or operated by the City and located in a public right-of-way, including:

- (a) a pole that supports traffic control functions;
- (b) a structure for signage;
- (c) a pole that supports lighting, other than a decorative pole; and
- (d) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements. A “Street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop or yield, and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for network nodes.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (a) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(b) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code, Chapter 284.

Sec. 58-603. Use and occupancy of public rights-of-way.

Pursuant to this article and subject to the Design Manual and the Code, a wireless network provider has the nonexclusive right to use and occupy the public rights-of-way in the City for the purpose of constructing, maintaining, and operating its facilities used in the provision of Wireless facilities. The terms of this article shall apply to all wireless network providers' facilities used, in whole or part, in the provision of wireless services throughout the City, including any annexed areas upon the effective date of annexation or the date the City provides the company written notice, whichever date occurs later.

Sec. 58-604. Compliance with design manual and applicable codes.

All wireless network providers shall comply with the terms of this right-of-way management ordinance, City applicable codes, and the terms and conditions of the City's Design Manual.

Sec. 58-605. General construction and maintenance requirements.

A network provider shall construct and maintain Network Nodes and Network Support Poles described in the Code in a manner that does not:

- (a) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- (b) Obstruct the legal use of a public right-of-way by other utility providers;
- (c) Violate nondiscriminatory applicable codes;
- (d) Violate or conflict with the City's publicly disclosed public right-of-way design specifications; or
- (e) Violate the federal Americans with Disabilities Act of 1990 (ADA).

Sec. 58-606. Permit applications.

(a) Except as otherwise provided in Chapter 284 of the Code, a network provider shall obtain a permit or permits from the City to install a Network Node, Node Support Pole, or Transport Facility in a City public right-of-way.

(b) As required by Chapter 284 of the Code, the City shall not require a network provider to perform services for the City for which the permit is sought.

(c) A network provider that wants to install or collocate multiple Network Nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for not more

than 30 Network Nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation or collocation of those Network Nodes.

- (d) The network provider shall provide the following information in its permit applications:
 - (1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the City's Design Manual and applicable codes;
 - (2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this chapter;
 - (3) A certificate that the Network Node(s) complies with applicable regulations of the Federal Communications Commission; and certification that the proposed Network Node(s) will be placed into active commercial service by or for the network provider not later than the 60th day after the date of construction and final testing of each Network Node is completed; and
 - (4) A certificate of insurance that provides that the Network Provider and its contractor has at least \$1,000,000.00 in general liability coverage.
- (e) Exception: as provided in Section 284.157 of the Code, a network provider is not required to apply, obtain a permit, or pay a rate to the City for:
 - (1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;
 - (2) Replacing or upgrading a Network Node or Network Pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or
 - (3) The installation, placement, maintenance, operation, or replacement of Micro Network Nodes that are strung on cables between existing poles or Node Support Poles in compliance with the National Electrical Safety Code;
- (f) Notwithstanding Subsection (e) above, the network provider or its contractors shall notify the City at least 24 hours in advance of work described in Subsection (e).

Sec. 58-607. Installation in historic districts or design districts.

A network provider must obtain advance written consent from the City Council before collocating new Network Nodes or installing new Node Support Poles in an area of the City that has been zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. The network provider shall be required to comply with the General Aesthetic Requirements described in the City's Design Manual. The City has the authority to designate new historic districts and design districts at a future date, at its discretion.

Sec. 58-608. Installation in municipal parks and residential areas.

(a) A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory and written consent if the public right-of way:

- (1) is in a municipal park; or

(2) is adjacent to a street or thoroughfare that is not more than 50 feet wide, and is adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

(b) In addition to Subsection (a), a network provider installing a Network Node or Node Support Pole in a public right-of way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

(c) The network provider also shall be required to comply with guidelines set out in the City's Design Manual.

Sec. 58-609. Municipal review process by the city.

(a) Determination of Application Completeness: the City shall determine whether the permit application is complete and notify the applicant of that determination:

(1) For Network Nodes and Note Support Poles: no later than 30 days after the date the City receives the permit application.

(2) For a Transport Facility: no later than 10 days after the date the City receives the permit application.

(b) Approval or Denial of Application: the City shall approve or deny a completed application after the date it is submitted to the City:

(1) For Network Nodes: no later than 60 days after the date the City receives the complete application.

(2) For Network Support Poles: no later than 150 days after the date the City receives the complete application.

(3) For Transport Facilities: no later than 21 days after the City receives the complete application.

(c) Basis for Denial of Application: if an application is denied by the City, it shall document the basis for the denial, including the specific applicable City code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.

(d) Resubmission of Denied Application: the applicant may cure the deficiencies identified in the denial application.

(1) The applicant has 30 days from the date the City denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual costs incurred by the City.

(2) The City shall approve or deny the revised completed application after a denial not later than the 90th day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

(e) Nondiscriminatory Review: each completed application shall be processed by the City on a nondiscriminatory basis.

Sec. 58-610. time of installation.

A network provider shall begin installation for which a permit is granted not later than six months after final approval of the application and shall diligently pursue installation to completion. The City Mayor may in his/her sole discretion grant reasonable extensions of time as requested by the network provider.

Sec. 58-611. Applicable fees and rental rates to the city.

(a) As compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.

(b) Network Nodes:

- (1) Application Fee: the application fee shall be \$100.00 for each Network Node for up to but not more than 30 Network Nodes.
- (2) Annual Public Right-of-Way Rate Fee: the annual public right-of-way rate shall be \$250.00 per Network Node installed in the City public rights-of-way.
- (3) Public Right-of-Way Rate Adjustment: as provided in Section 284.054 of the Code, the City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI). The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

(c) Node Support Poles: the application fee for each Network Support Pole shall be \$100.00.

(d) Transfer Facilities:

- (1) The application fee for each Transfer Facility shall be \$100.00.
- (2) The annual Transfer Facility rental rate shall be \$28.00 monthly for each Network Node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the amount of other City right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under Chapter 66 of the Texas Utility Code.

(e) Micro Network Nodes: no application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.

(f) Collocation of Network Nodes on Service Poles: subject to the City's Pole Service Agreement, the collocation of Network Nodes on City service poles shall be at a rate of \$20.00 per year per service pole.

(g) City-Owned Municipal Utility Poles: a network provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(h) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

Sec. 58-612. Indemnity.

As provided in Section 284.302 of the Code, a wireless Network Provider shall indemnify, defend, and hold the City harmless from and against all liability, damages, cost, and expense, including reasonable attorney's fees, arising from injury to person or property proximately caused by the negligent act or omission of the Network Provider. The City shall promptly notify the Network Provider of any claims, demands, or actions ("claims") covered by this indemnity after which the Network Provider shall defend the claims. The Network Provider shall have the right to defend and compromise the claims. The City shall cooperate in the defense of the claims. The foregoing indemnity obligations shall not apply to claims arising solely from the negligence of City; however, they shall apply in the case of all claims which arise from the joint negligence of the Network Provider and the City; provided that in such cases, the amount of the claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the Network Provider. Nothing in this section shall be construed as waiving any governmental immunity available to the City under state law or waiving any defenses of the parties under state law.

Sec. 58-613. Effect on other utilities and telecommunication providers.

Nothing in this Ordinance shall govern attachment of Network Nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunication providers.

Sec. 58-614. Application of statute, ordinance and design manual.

Where a conflict arises between Texas Local Government Code, Ch. 284 and this Ordinance or the Design Manual, Ch. 284 prevails over either this Ordinance or the Design Manual. Where a conflict arises between this Ordinance and the Design Manual, this Ordinance prevails over the Design Manual. Determination of the application of this Ordinance and the Design Manual is, in the first instance, the responsibility of the Lockhart City Manager where a conflict arises between this Ordinance and the Design Manual.

II. Findings and Recitations: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, 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 any reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation herein.

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

V. 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.

VI. Effective Date: This ordinance shall become effective immediately upon its passage, approval and adoption.

Passed, approved and adopted this the _____ day of October, 2017.

CITY OF LOCKHART, TEXAS

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable Reviewed by Legal <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable			
Council Meeting Dates: October 17, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager <i>[Signature]</i> <i>10-17-17</i>		
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 2017-40 amending Chapter 22. Floods, Section 22-130 Stormwater Runoff Design Specifications to include engineering design frequencies of 2, 20, 25, and 100 year events which will better control detention pond storm water releases				
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				
	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
FISCAL YEAR:				
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 current ordinance only requires consideration of engineering design frequencies of 100 years. To better control detention pond storm water releases, design frequencies need to include 2, 20, 25, and 100 year events. The smaller storm events now are not detained as they should be. This change will make the detention ponds more effective by better protecting those properties downstream.				
STAFF RECOMMENDATION				
The City Engineer Charles Scheler and the City Manager request approval of the ordinance as presented.				
List of Supporting Documents: History, Proposed Ordinance 2017-40			Other Departments, Boards, Commissions or Agencies:	

ORDINANCE 2017-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 22, FLOODS, SECTION 22-130 STORMWATER RUNOFF DESIGN SPECIFICATIONS OF THE CODE OF ORDINANCES TO INCLUDE ENGINEERING DESIGN FREQUENCIES OF 2, 20, 25, AND 100 YEARS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current ordinance regarding Stormwater Runoff Design Specifications requires an engineering study to determine if new detention or more detention when additional impervious cover for development, improvements, or redevelopment of properties; and

WHEREAS, the City Manager and City Engineer have recommended to the City Council that this ordinance section be amended to require that detention engineered designs include frequencies of 2, 10, 25, and 100 years which will better control detention pond storm water releases,

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

I. Chapter 22, Floods, Section 22-130. Stormwater runoff design specifications, is hereby amended to read as follows:

Sec. 22-130. - Stormwater runoff design specifications.

Engineering design using design frequencies of 2, 20, 25, and 100 years shall provide that the development or improvements to the property will not create or allow for any increase stormwater runoff greater than the volume which exists from such property prior to the development or improvements. Additional development, improvements or redevelopment of property adding six percent or less square feet of impervious cover, but not more than 2,000 square feet of impervious cover, from the effective date of the ordinance codified in this section shall be in compliance with this chapter except as approved by the zoning board of adjustment.

II. 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.

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

IV. Penalty: Any person who violates any provision of this ordinance shall be guilty of a

misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

VI. Effective Date: That this ordinance shall become effective ten (10) days after passage.

PASSED, APPROVED and ADOPTED this the _____ day of October, 2017.

CITY OF LOCKHART

LEW WHITE, MAYOR

ATTEST:

APPROVED AS TO FORM:

CONNIE CONSTANCIO, TRMC
CITY SECRETARY

PETER GRUNING
CITY ATTORNEY

Current Ordinance

Sec. 22-130. - Stormwater runoff design specifications.

Engineering design using a design frequency of 100 years shall provide that the development or improvements to the property will not create or allow for any increase stormwater runoff greater than the volume which exists from such property prior to the development or improvements. Additional development, improvements or redevelopment of property adding six percent or less square feet of impervious cover, but not more than 2,000 square feet of impervious cover, from the effective date of the ordinance codified in this section shall be in compliance with this chapter except as approved by the zoning board of adjustment.

II.

Current Ordinance

Sec. 22-130. - Stormwater runoff design specifications.

Engineering design using a design frequency of 100 years shall provide that the development or improvements to the property will not create or allow for any increase stormwater runoff greater than the volume which exists from such property prior to the development or improvements. Additional development, improvements or redevelopment of property adding six percent or less square feet of impervious cover, but not more than 2,000 square feet of impervious cover, from the effective date of the ordinance codified in this section shall be in compliance with this chapter except as approved by the zoning board of adjustment.

II.

History

ORDINANCE 2013-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 22, FLOODS, SECTION 130, STORMWATER RUNOFF DESIGN SPECIFICATIONS BY ADDING THAT ADDITIONAL DEVELOPMENT, IMPROVEMENTS OR REDEVELOPMENT OF PROPERTY THAT ADDS 6% OR LESS SQUARE FEET OF INCREASED IMPERVIOUS COVER, BUT NOT MORE THAN 2000 SQUARE FEET OF IMPERVIOUS COVER, SHALL BE IN COMPLIANCE WITH CHAPTER 22 EXCEPT AS APPROVED BY THE ZONING BOARD OF ADJUSTMENT; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current ordinance regarding Stormwater Runoff Design Specifications requires an engineering study to determine if new detention or more detention is required when adding any amount of additional impervious cover for development, improvements, or redevelopment of properties; and

WHEREAS, the City Manager and City Engineer have recommended to the City Council that this ordinance section be amended stating that the addition of 6% or less square feet of increased impervious cover, but not more than 2000 square feet of impervious cover, to development, improvements, or redevelopment of property shall be considered in compliance with the Stormwater Runoff Design Specifications, and

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

I. Chapter 22, Floods, Section -130 – Stormwater runoff design specifications, is hereby amended to read as follows:

Engineering design using a design frequency of 100 years shall provide that the development or improvements to the property will not create or allow for any increase stormwater runoff greater that the volume which exists from such property prior to the development or improvements. Additional development, improvements or redevelopment of property adding 6% or less square feet of impervious cover, but not more than 2000 square feet of impervious cover, from the effective date of this ordinance shall be in compliance with this chapter except as approved by the Zoning Board of Adjustment.

II. 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.

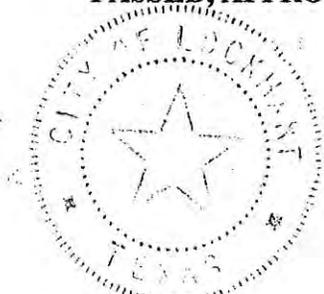
III. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

IV. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

VI. Effective Date: That this ordinance shall become effective ten (10) days after passage.

PASSED, APPROVED and ADOPTED this the 21st **day of May 2013.**



CITY OF LOCKHART

Lew White
LEW WHITE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Connie Rodriguez
CONNIE A. RODRIGUEZ, TRMC
CITY SECRETARY

Peter Gruning
PETER GRUNING
CITY ATTORNEY



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable Reviewed by Legal <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable			
Council Meeting Dates: October 17, 2017				
Department: City Manager		Initials	Date	
Department Head: Vance Rodgers	Asst. City Manager			
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>[Signature]</i>	10-12-2017	
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding City Manager's recommendation to reject the only bid received for Fire Station #3 construction in the amount of \$995,000 from Countywide Builders				
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				
	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
FISCAL YEAR:				
Budget				
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				
Bids were sought in compliance with State Law for the construction of a 3,400 square foot fire station behind Municipal Court and EMS on W San Antonio Street. Seven (7) copies contact us and/or download construction plans. Two local contractors picked up plans but only Countywide Builders submitted plans. Even if the bid was lowered by 25% as allowed by State Law, the price would still be too high. Bids were expected to come in around \$600,000. Staff will work the architected to reevaluate the design and specifications and perform some "value engineering" on the project and possibly go out for bids again in about 30 to 45 days.				
STAFF RECOMMENDATION				
City Manager recommends to reject the only bid received on the project.				
List of Supporting Documents: Bid Advertisement, Bid cover sheet		Other Departments, Boards, Commissions or Agencies:		

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Countywide Builders
- B. Project Name: A New Building for Fire Station #3
- C. Project Location: 1914 West San Antonio Street, Lockhart Texas 78644.
- D. Owner: City of Lockhart
- E. Architect: Steinbomer, Bramwell & Vrazel, Architects.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Steinbomer, Bramwell & Vrazel, Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Nine Hundred Ninety-five Thousand and no/-----Dollars (\$ 995,000.00).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

- 1. Forty-Nine Thousand Seven Hundred Fifty and no/----- Dollars (\$ 49,750.00).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

196

PUBLIC NOTICE

BUILDING CONSTRUCTION PROJECT

The City of Lockhart is accepting bonded bids from qualified General Contractors until Monday, October 9th, 2017, at 10:00 am for the construction of a fire station add-on project located at 1914 W. San Antonio Street. Bids must be submitted to the City of Lockhart, 308 W. San Antonio Street, Lockhart, Texas 78644, during normal business hours. Bids not received by the required time and date will be returned unopened. There is a \$60.00 refundable deposit for the bid specifications and construction plans picked up at City Hall. Specifications and construction plans will also be available on the City's website at www.lockhart-tx.org.

There will be a mandatory pre-construction meeting on Monday, October 2, 2017, at 10 am at City Hall, 308 W. San Antonio St., downstairs in the Glosserman Room.

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



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 17, 2017				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 10-12-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding granting permission to the City Manager to pursue a long term water agreement with the Guadalupe-Blanco River Authority (GBRA) along with other public water supply entities for a long term future water supply source for Lockhart to be obtained in the southeastern portion of Caldwell County, and to bring a proposed agreement back to Council for consideration within the next 60 to 120 days				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
The City of Lockhart has seven (7) water wells. If all wells are operating, the well field can produce almost 3.2 million gallons per day (65% sustainability factor). The Luling water supply source can supply another .7 million gallons per day; the contract supplies Luling water expires in 2027, but has a renewal provision. Lockhart does not get credit with the Texas Commission on Environmental Quality (TCEQ) for the Luling water since Lockhart is not an owner of any of water rights. Last year Lockhart had a mean daily average of 1.87 million gallons per day and a peak of 2.45 million gallons in one day. With the project residential and business growth, Lockhart will need more water in the future. Another consideration is that the current water plant was constructed in 1952 and its useful life can be possibly be extended an additional 10 to 15 years with major repairs. Lockhart has an opportunity to partner with GBRA and at least 4 and possibly 4 more public water supply entities to obtain long term future water in the southeastern portion of Caldwell County where it is plentiful and the quality is very good. It is possible that a water plant could be constructed there and treated water transported to all the communities involved in the project at a reasonable price considering the current prices and projected future demands in Central Texas. In initial discussions, I have told GBRA in initial discussions that Lockhart would be interested in securing up to 3,000 acre feet per year (978 million gals a year) of water for future growth. Water is not going to get any cheaper and as Central Texas grows, the demand will dictate the higher prices.				
STAFF RECOMMENDATION				
City Manager respectfully requests approval to pursue possible partnerships to help meet Lockhart's long term future water needs and to bring back information and an agreement for consideration by the Council possibly within the next 60 to 120 days.				
List of Supporting Documents: General Area of proposed well field		Other Departments, Boards, Commissions or Agencies: <i>198</i>		

Lockhart Water Well Pumping Capacities and Long Term Considerations:

October 2017

Well # 3 -450 gpm (out of service)

Well # 4- 363 gpm

Well # 5- 275 gpm

Well #9 – 475 gpm

Well #10- 600 gpm.

Well # 11- 625 gpm.

Well #12-650 gpm .

3,428 gpm if all wells running at capacity.

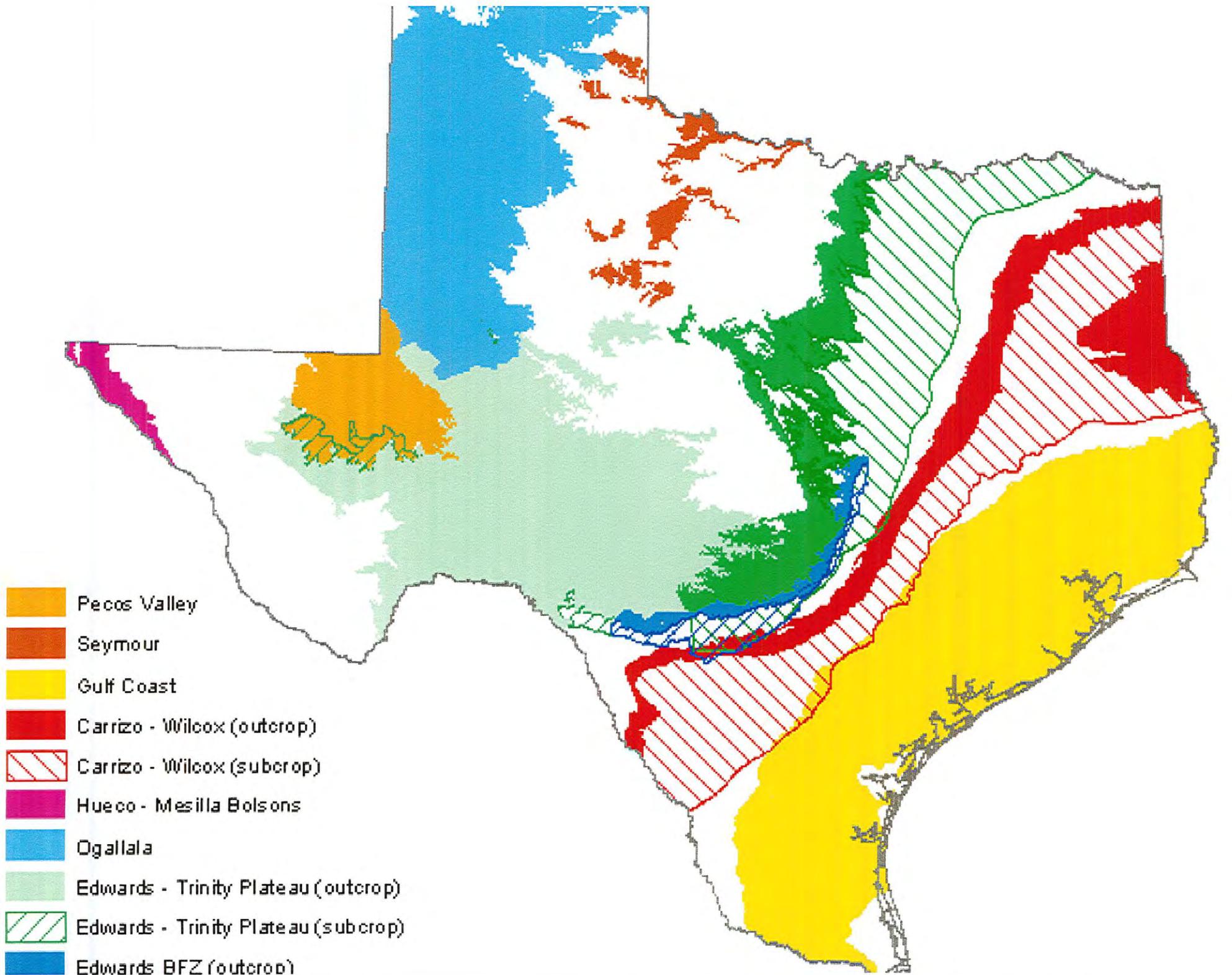
- If all wells were pumping, the sustainable (65%) pumping would be 3.2 million gallons per day.
- If a large well such #12 were down, then the sustainable pumping would be 1.8 million gallons per day which is lower than our mean average of 1.87 million gallons per day in 2016.
- Booster station is sending @ 2015 gpm to plant.
- Lockhart can receive at least .7 million gallons a day from the Luling Water Plant.



Map data ©2017 Google United States 2 mi

WP - Water Plant
 ① Existing Well Field
 ② Proposed Well Field

200



201



Work Session Item # _____

Reg. Mtg. Item # _____

CITY OF LOCKHART COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 17, 2017			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>	City Manager	<i>VR</i>	10-12-2017
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER			
CAPTION			
Discussion and/or action regarding request by Joel Gammage to approve closure of S Commerce Street from Prairie Lea Street to US 183 South to accommodate the car show event planned the first weekend in February, 2018			
FINANCIAL SUMMARY			
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS
Totals			
Budget			\$0.00
Budget Amendment Amount			\$0.00
Encumbered/Expended Amount			\$0.00
This Item			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00
FUND(S):			
SUMMARY OF ITEM			
<p>Mr. Gammage last appeared before Council on September 20, 2017, regarding streets he wanted to close for the car show event in 2018. At that time Council approved street closures as they have been in past but not the closure of Commerce from Prairie Lea to US 183 South. At that time, HEB officials appeared before Council and expressed serious concerns about the closure because of inconvenience for their patrons. There were others present that spoke in favor of the closure. Council did not approved the S Commerce closure but asked Mr. Gammage to meet with HEB officials and try to work out an agreement of some type that could be presented to the Council at this meeting in October. The City Manager met with Mr. Gammage several times since then in person and on the phone to discuss the event; the last meeting was on Thursday, October 12. At that time, Mr. Gammage told the City Manager: "If I cannot have S. Commerce closed between Prairie Lea and US 183 for the car show, I will cancel the event in Lockhart". The City Manager told Mr. Gammage that the S Commerce closure decision would be solely up to a majority of the Council. He said he and others would attend the meeting.</p>			
STAFF RECOMMENDATION			
Council decision			
List of Supporting Documents: Permits and maps for closure requests		Other Departments, Boards, Commissions or Agencies:	

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CITY OF LOCKHART
SPECIAL ACTIVITY PERMIT APPLICATION



THIS APPLICATION MUST BE SUBMITTED TO THE LOCKHART POLICE DEPARTMENT AT 214 BUFKIN LANE, LOCKHART, TEXAS. THE APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS TO COMPLETE.

NOTES: FAILURE TO FILE THE APPLICATION WITH THE LOCKHART POLICE DEPT. IN SUFFICIENT TIME MAY RESULT IN DENIAL OF THE PERMIT FOR THIS ACTIVITY.
IN THE EVENT THERE IS A SITUATION/CONFLICT WITH THE PERMIT, YOU WILL BE CONTACTED BY A MEMBER OF LOCKHART CITY STAFF.

DATE RECEIVED: _____ BY: _____

TYPE OF ACTIVITY: Hot Rods and Hatters Festival 7th Ann.
 DATE(S) OF ACTIVITY: 02/01/18 - 02/04/18
 TIMES OF ACTIVITY: 02/01 6am - 02/04/18 8am

ACTIVITY SPONSOR (NAME OF GROUP, ORGANIZATION, OR INDIVIDUAL SPONSORING THE ACTIVITY)

NAME: The City of Lockhart - Downtown Revitalization Committee
 PHYSICAL ADDRESS: 308 W San Antonio Lockhart TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)
 MAILING ADDRESS: P.O. Box 239 Lockhart TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)
 TELEPHONE NUMBER: (512) 398 . 3461

APPLICANT (NAME OF THE PERSON WHO WILL BE IN CHARGE OF THIS ACTIVITY)

NAME: Hat Rod Productions - Joel Aaron Gammage
 PHYSICAL ADDRESS: Stone Way N. Seattle WA 98103
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)
 MAILING ADDRESS: Same as above
 TELEPHONE NUMBER: (512) 657 . 4616
 D.L. # / ID CARD # _____

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LOCATION OF ACTIVITY (FACILITY TO BE USED, PARK, ETC.)

PHYSICAL ADDRESS: 110 S. Main St. Lockhart TX 78644

NAME OF PROPERTY OWNER: The City of Lockhart Texas

OWNERS ADDRESS: 308 W. San Antonio Lockhart TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: P.O. Box 239
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 398 - 3461

FACILITY DESCRIPTION

WILL YOU BE USING A TENT OR AN AIR SUPPORTED STRUCTURE? YES NO

IF YES, WHAT IS THE SIZE OF THE TENT OR AIR SUPPORTED STRUCTURE? 20x40'

IF YES, IS IT FIRE RETARDENT OR FLAME RESISITANT? YES NO

IF YES, DO YOU HAVE THE CERTIFICATE FOR IT? YES NO

DO YOU HAVE THE REQUIRED NUMBER OF THE FOLLOWING:

FIRE EXISTS? YES NO

FIRE EXTINGUISHERS? YES NO

RESTROOM FACILITITES? YES NO

SANITATION FACILITIES? YES NO

WHAT AREA WILL BE USED FOR VEHICLE PARKING? Public & Private Street & Parking lots

ADMISSION

IS THE ACTIVITY OPEN TO THE PUBLIC? YES NO

IF NOT, WHO WILL MONITOR ADMITTANCE? _____

WILL AN ENTRANCE FEE BE CHARGED? YES NO

IF YES, HOW MUCH? _____

ESTIMATED NUMBER OF PEOPLE TO ATTEND? 25,000 - 35,000

ALCOHOLIC BEVERAGES

WILL ALCOHOLIC BEVERAGES BE ALLOWED ON PREMISES? YES NO

IF SO, WHAT TYPE? Beer & Wine

WILL ALCOHOLIC BEVERAGES BE FOR SALE? YES NO

IF YES, DO YOU HAVE A TEMPORARY ALCOHOLIC BEVERAGE PERMIT ISSUED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION? YES NO

IF YES, WHAT IS THE PERMIT NUMBER? N/A

WHO HOLDS THE PERMIT LICENSE? N/A

FOOD

WILL FOOD BE SOLD? YES NO

IF YES, WHAT TYPE OF FOODS? All Types

WILL FOOD BE PREPARED AT THIS LOCATION? YES NO

WILL YOU BE USING HEATING OR COOKING EQUIPMENT? YES NO

IF YES, WHAT TYPE OF EQUIPMENT? Gas Grills Hot Plates Crock Pots

IS THE EQUIPMENT INSTALLED AND SECURED PROPERLY? YES NO

DO YOU HAVE A FOOD HANDLERS PERMIT? YES NO

IF YES, DATE OF ISSUE: N/A DATE OF EXPIRATION: N/A

WILL FOOD BE CATERED? YES NO

CATERER'S PHONE NUMBER: () - N/A

AMUSEMENTS

WILL YOU HAVE ANY AMUSEMENTS? YES NO

IF YES, WHAT TYPE: Festival Rides & Games

AMPLIFIED SOUND

WILL AMPLIFIED SOUND BE USED (i.e., band, disc jockey, loud speakers, etc.)?

YES NO

IF YES, WHAT TYPE? Live Bands with PA Systems

DURING WHAT HOURS? 02/02 11am - 02/03 2am

NO OPERATORS OR ACTIVITY SHALL AT ANY TIME ALONG ANY FACILITY PROPERTY LINE CAUSE A SOUND PRESSURE LEVEL WHICH EXCEEDS THE FOLLOWING DECIBILE LIMITS:

<u>Frequency (Hz)</u>	<u>Maximum db level</u>
0 – 600	58
600 – 2400	50
Above 2400	42

VIOLATION OF THESE SOUND LEVELS IS A CRIME PUNISHIBLE BY A FINE NOT TO EXCEED \$1,000.00.

SECURITY

DO YOU HAVE SECURITY OFFICERS? YES NO HOW MANY? _____

AGENCY PROVIDING SECURITY? Lockhart Police Department

ADDRESS: 214 Bufkin Ln. Lockhart TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 398 4401

**SECURITY INFORMATION MUST BE PROVIDED TO THE LOCKHART
POLICE DEPARTMENT BEFORE THIS ACTIVITY BEGINS**

POLICE DEPARTMENT

City Use Only/Cost: _____

NUMBER OF OFFICERS REQUIRED (IF PD IS TO PROVIDE SECURITY): _____

HOURS TO BE USED: _____

PARKS

City Use Only/Cost: _____

NUMBER OF PARKS PERSONNEL NEEDED FOR EVENT: _____

TRASH CANS NEEDED: _____

NUMBER OF BARRICADES REQUIRED: _____

LOCATION WHERE BARRICADES ARE TO BE USED: See Attached Maps

STREETS

City Use Only/Cost: _____

NUMBER OF STREETS PERSONNEL NEEDED FOR EVENT: _____

NUMBER OF BARRICADES REQUIRED: _____

STREETS TO BE CLOSED: 1) See Attached Maps

2) _____

3) _____

4) _____

5) _____

PLEASE USE A SEPARATE SHEET OF PAPER TO CONTINUE STREET CLOSURES.

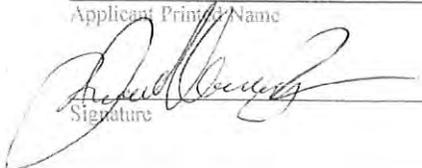
I, the undersigned applicant, hereby affirm that I am the person who is responsible for this activity. I understand that any false or misleading statement in this application is grounds for denial of a permit, or if one has already been issued, grounds for its revocation. I also understand that I am responsible for compliance with all applicable laws and any other requirements set forth for the issuance of this permit.

Joel Aaron Gammage

Applicant Print/Name

06/14/2017

Date


Signature

APPROVED

- POLICE OFFICIAL: _____ DATE: _____
- FIRE OFFICIAL: _____ DATE: _____
- BUILDING OFFICIAL: _____ DATE: _____
- PARKS OFFICIAL: _____ DATE: _____
- HEALTH OFFICIAL: _____ DATE: _____
- ELECTRICAL OFFICIAL: _____ DATE: _____
- PUBLIC WORKS OFFICIAL: _____ DATE: _____

DISSAPROVED

- POLICE OFFICIAL: _____ DATE: _____
- FIRE OFFICIAL: _____ DATE: _____
- BUILDING OFFICIAL: _____ DATE: _____
- PARKS OFFICIAL: _____ DATE: _____
- HEALTH OFFICIAL: _____ DATE: _____
- ELECTRICAL OFFICIAL: _____ DATE: _____
- PUBLIC WORKS OFFICIAL: _____ DATE: _____

COMMENTS / ADDITIONAL REQUIREMENTS:

MUST BE SIGNED AND RETURNED WITH VENDORS APPLICATION
FOOD SERVICE AT SPECIAL EVENTS

BY HEALTH DEPARTMENT
CITY OF LOCKHART

FOOD BOOTH

This Guideline for Food Service at Special Events is compiled to give patrons of those events assurance of Vendors Commitment to Food Safety.

- Food Booths – all food must be covered or all sides of booth must be screened.
- Top to repel water.
- Floors that can be cleaned.
- All food prepared, stored, or displayed must be in booth. **All food must be prepared on site!**
- Hand wash facility shall have adequate amounts of water, soap dispenser and towels (disposable).
- If cooking utensils are used the booth must have two containers large enough to wash the utensils: one for detergent and one for Clorox and water (one tablespoon per gallon of water). **These are not to be used for hand washing!**
- All eating utensils to be disposable (cups, knives, forks spoons and plates).
- Food preparation to be done on nonporous surface (cutting boards of hard plastic).
- There shall be a container to hold all waste from beverages, ice, etc. and disposed of in proper manner (not on ground).
- There must be a food thermometer in each food booth.
- **Cold food must be kept at 41 degrees F or below** (potentially hazardous food [food that will spoil]).
- **Hot food must be kept at 165 degrees F or over** (potentially hazardous food [food that will spoil]).
- Condiments shall be in pumps, squeeze containers, self-closing lids or individual wrapped packages.
- Ice for drinks to be kept separate from ice for cooling.
- Ice used for refrigeration can not be used for consumption.
- **Refrigeration large enough to hold food to 41 degrees or lower day and night** (can not take home).
- Food must be covered at all times.
- If cooking – all grease to be recovered and disposed of properly (**not on the ground!**)
- Store everything at least 6" off the ground.
- All garbage to be in plastic lined container with lid.

FOOD HANDLERS

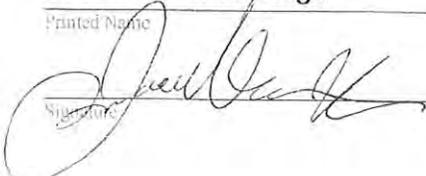
- **Must wear clean outer garments/aprons.**
- **Restrain hair (hats, scarves or hair nets).**
- **Do not work if ill.**
- **Wash hands each time you enter food area from eating, smoking, using restroom, etc.**
- **If you are handling food, you must use disposable, chemically treated towelette.**
- **Persons using tongs or individual tissue need not use gloves.**
- **No smoking or eating in the booth.**
- **No visitors, children or pets are allowed in the booth.**

COMPLIANCE IS MANDATORY

You must sign this document and return it with your application or the application will be denied.

Joel Aaron Gammage

Printed Name



Signature

06/14/2017

Date

PARK USE APPLICATION (PAVILION)

NAME OF PERSON, GROUP OR: Hat Rod Productions

ADDRESS: Stone Way N. Seattle WA 98103
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 657 - 4616

DATE & TIME OF ACTIVITY: 02/01 6am - 02/05 6am

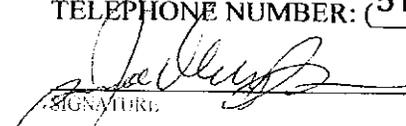
FACILITY TO BE USED: Pavillion & Park Grounds

PURPOSE OF ACTIVITY: Additional Parking w/ Shuttle Service & Entertainment

WHO WILL BE RESPONSIBLE FOR THE ACTIVITY? Hat Rod Productions

ADDRESS: Stone Way N. Seattle WA 98103
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 657 - 4616

 06/14/2017
SIGNATURE DATE

Sec. 19-35 Revocation of Permit

A park use permit may be revoked at any time by the City Manager or his designate for reasons which may include, but are not limited to misrepresentation of information given at the time of permit application, failure to comply with conditions the permit, or assignment of the permit to another party without the prior written consent of the City Manager or his designate.

****SPECIAL NOTE: IT IS THE USER/APPLICANT'S RESPONSIBILITY TO BAG AND PLACE ALL GARBAGE IN THE NEAREST DUMPSTER TO THE PAVILION BEING USED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL FORFEIT ALL DEPOSITS AND FUTURE USE OF ANY CITY FACILITY!**

APPLICANT'S INITIALS

FOR OFFICIAL USE ONLY

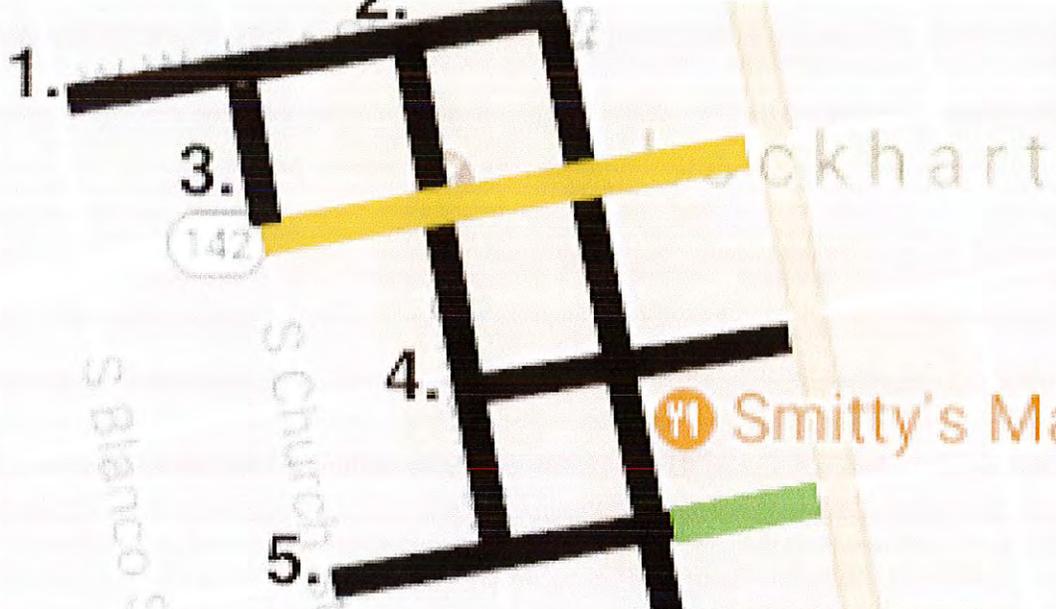
APPROVED
DISAPPROVED

(SIGNATURE OF OFFICIAL) DATE

FEES PAID: _____ DEPOSIT PAID: _____

DATE PAID: _____ DATE PAID: _____

RECEIPT # _____ RECEIPT # _____

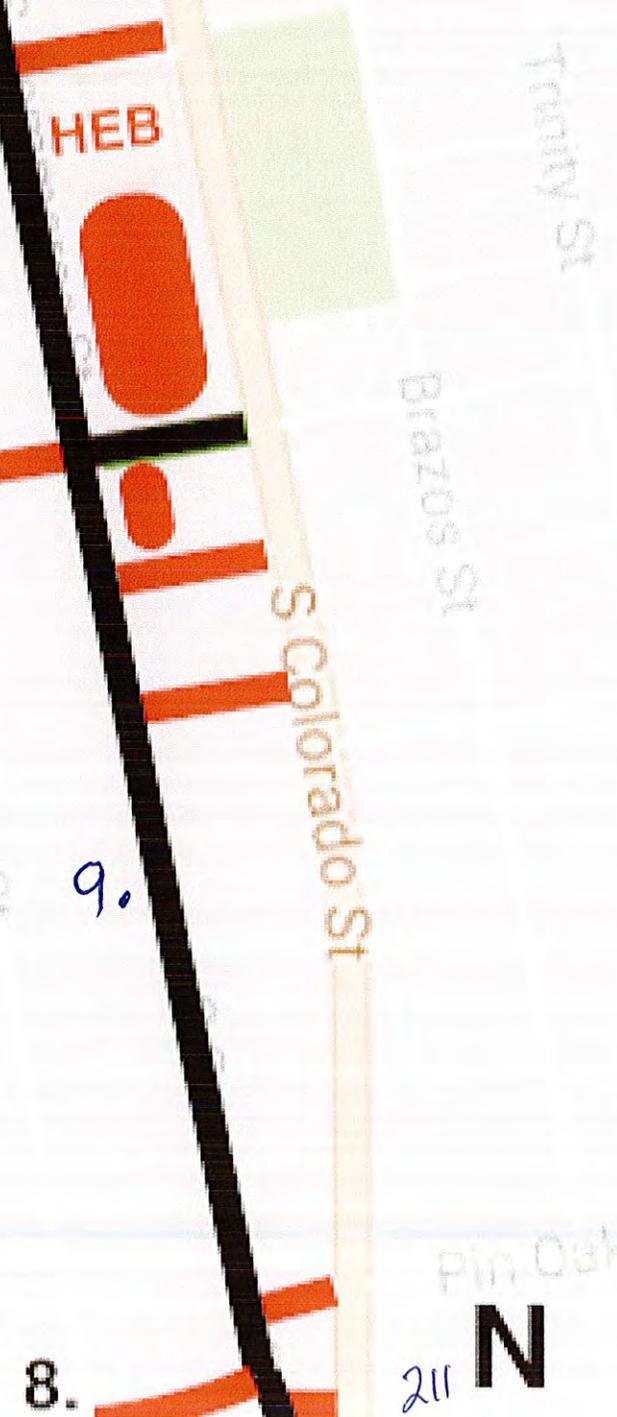


Smitty's Market

HEB

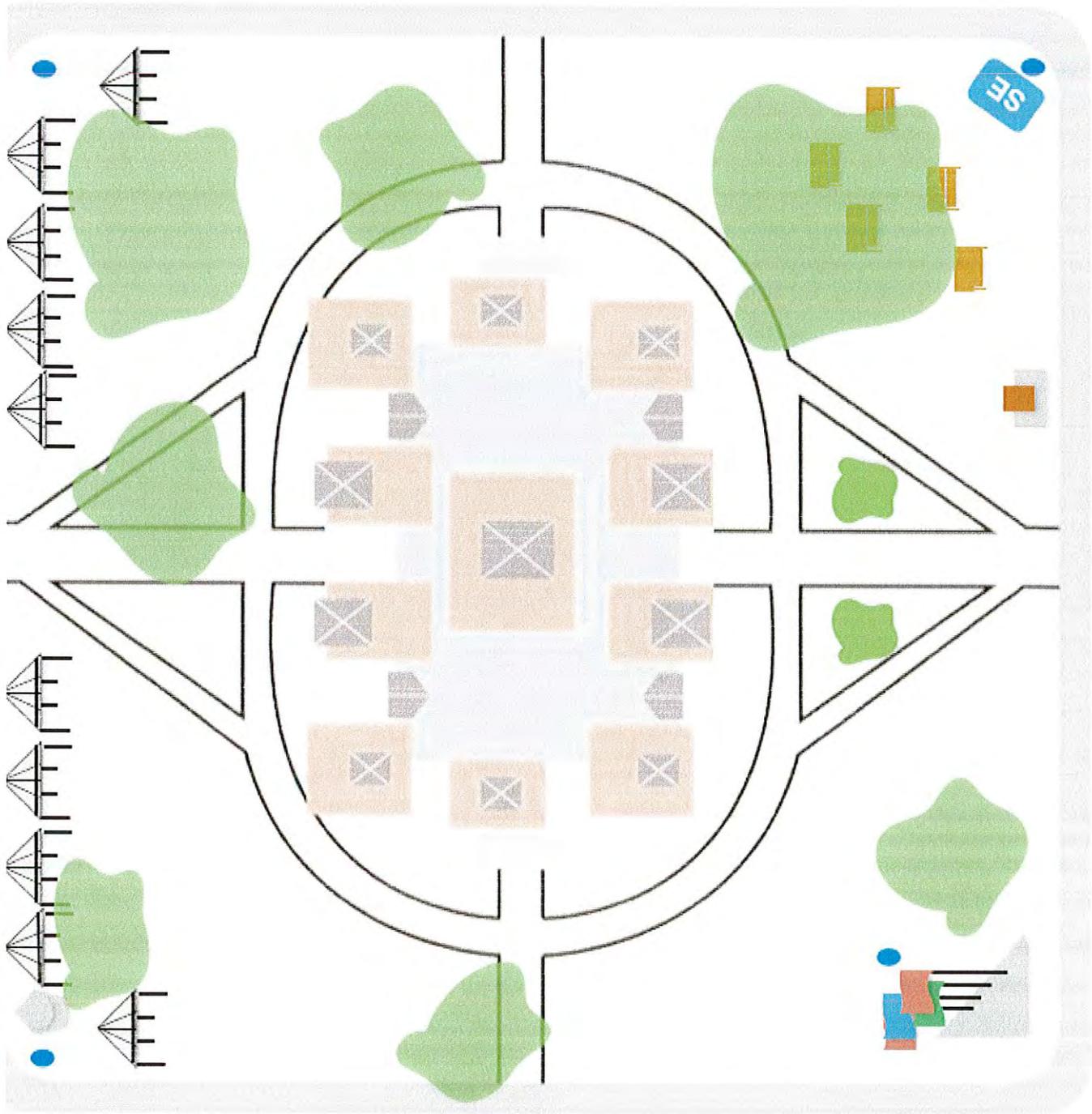
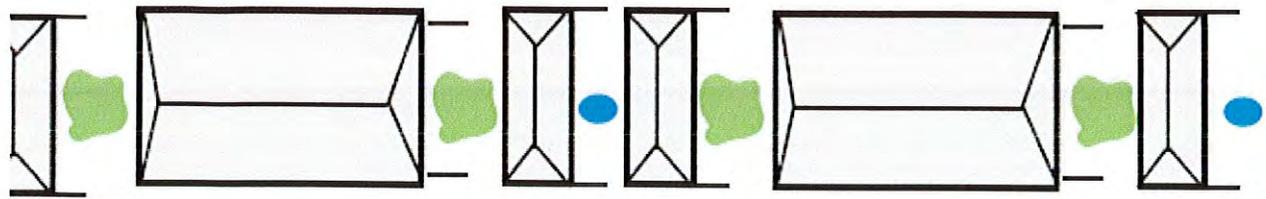
- 1. WALNUT ST. — 1.
- 2. MAIN ST. — 2.
- 3. CHURCH ST. — 3.
- 4. MARKET ST. — 4.
- 5. PRAIRIE LEA ST. — 5.
- 6. LIVE OAK ST. — 6.
- 7. HICKORY ST. — 7.
- 8. BEE ST. — 8.
- 9. COMMERCE ST. — 9.

- REGISTRANT PARKING ONLY 
- RESIDENT & BUSINESS PARKING ONLY 
- HWY 142 
- ENTRANCES 

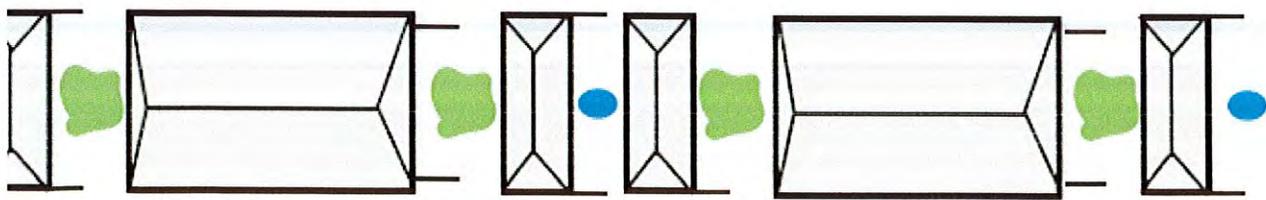
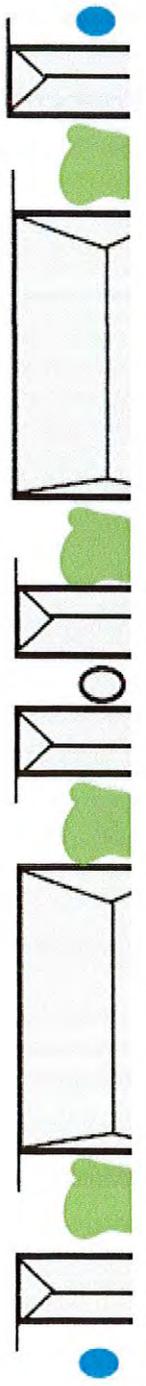


211 N

STAGE
VIP



PROPERTY OF HATRODPRODUCTIONS©



**APPLICATION TO TEMPORARILY CLOSE A SEGMENT OF A STREET
FOR OTHER THAN FILMING PURPOSES**
(Please read attached instructions before completing this form.)

Date Application Submitted 06/14/2017

Name of Applicant Joel Aaron Gammage

Address Stone Way N. Seattle WA 98103

Telephone Number (512)657-4616 (Alternate) N/A

Organization Hat Rod Productions

Street to be closed See Attached Maps

From See Attached Maps To _____
(Block Number) (Block Number)

Date(s) of Closing: From 02 /01 /2018 To 02 /04 /2018

Requested hours of closing from 02/01 6am am/pm to 02/04 8am am/pm

Reason for Closing Event & Event Setup Thursday Setup w/ City Elect. & Tents/Stages
Friday Event Activities - Saturday Event Activities Sunday TBD & Takedown of Tents/Stages

Indicate if booths, stands, or other physical obstructions will be placed in roadway Stages, Event Equipment, Vendor Equipment.

Alcoholic Beverage served Yes No Sound Application Yes No

Liquor Permit # N/A Name of License Holder or Caterer N/A

Name of Person Responsible Joel Aaron Gammage

Address Stone Way N. Seattle WA 98103

Telephone Number (512)657-4616 (Alternate) N/A

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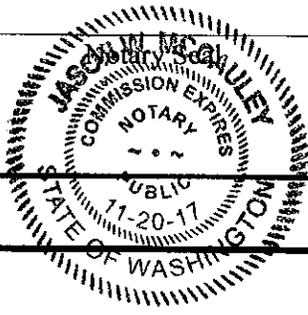
Security Agency Name Lockhart Police Department Telephone Number (512) 398-4401
 Address 214 Bufkin Ln. Lockhart TX 78644
 Insurance Agency City of Lockhart TML Telephone Number (800) 282-5385
 Barricade Company Lockhart Public Works Department Telephone Number (512) 398-3461

I declare that the information provided in this application is true and that I have read the "Instructions to Applicants Requesting Temporary Street Closure" and understand all conditions of this application as set forth in the City Code and the "Instructions". Additionally, any holder of a street vendor's permit or license agreement for the use of city right-of-way cannot be denied use of such right-of-way during the requested closing on this application. No guarantee of approval is implied by the acceptance of this application. Applications will be processed as submitted. Instructions are to remain attached to the application, and the City is not responsible for any cost or inconvenience incurred by the applicant if not approved.

Applicant Signature [Signature]
 (Applicant sign in presence of Notary Public)

The person known to me to be the above signed applicant is duly sworn by me and states under oath that he/she has read this application and that all facts therein set forth are true and correct.

SWORN TO BEFORE ME, THIS 14 day of June, 2017
[Signature] King
 Notary Public in and for _____ County
 Notary Expiration Date 11/20/2017



For Department Use Only

Date Application Received _____
 (Date Stamp each page of the application and any attachments)

Application Received by _____

If the temporary closing of the street is granted by the City Manager or his designee, abutting property owners cannot be denied use of the street for access to or from their property.

4. Applicant shall hold harmless the City and its officials, agents, and employees against any expenses or liability for personal injury, death, or damage to any property wherever situated arising from applicant's use of any portion of the requested portion of the rights of way. Applicant shall procure a policy of liability insurance with contractual endorsement in the following amounts: Comprehensive General Liability insurance with minimum bodily injury combined single limit of \$500,000.00 for each occurrence, and property damage limits of \$250,000.00 for each occurrence to include: Premises, Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability Coverage. The applicant shall keep the policy provided in full force and effect for the entire period during which said street is to be closed and shall deliver the original of said policy or a certified true copy of said policy to the Police Department at the time of application.

In the event an application for a permit is denied or withdrawn by the applicant, the administrative costs (\$50.00) for processing of each application will be retained by the City. The City is not responsible for any cost inconvenience incurred by the applicant when the application is not approved.

PARTY-TYPE EVENTS:

As conditions to the approval of a request to close a city street, the following items are incorporated in the agreement to close the street.

- a. A licensed security agent shall be available on-site during the entire time the street is closed. The security agent must not consume alcoholic beverages or participate in the party/event.
- b. The party shall be terminated in sufficient time (approximately 30 minutes) to clean up the immediate and surrounding areas affected by the party/event in order that the street is re-opened at the time set by the City Manager or his designee.
- c. At least one large trash container must be available at each entrance/exit as well as other locations necessary to assist in clean up at the end of the party/event.
- d. A minimum of two (2) portable toilets should also be provided on site. In the alternate, the applicant may present a diagram showing sufficient existing toilet facilities and written certification that the facilities are available for the use during the party/event. If this alternative is accepted, the location of the toilets would be clearly marked during the party/event.
- e. In their promotional literature, party/event organizers should urge people to walk to the party/event.

- f. Party/event organizers shall rope off the lawn or other properties of residents within the party/event area who desire such protection. Such security measures shall not impede access to or from the property.
 - g. If the City is required to clean up the area, the applicant will be billed for all costs incurred by the City.
 - h. At least one (1) party/event monitor shall be stationed at each exit to discourage alcohol or cups being taken from the party/event area.
 - i. The applicant shall provide written proof from a professional barricade company stating that they will be responsible for setting and maintaining the traffic control plan; as well as a drawing showing the placement of barricades, signs, and devices, in accordance with the Texas Uniform Manual of Traffic Control Devices.
6. If an applicant is unable to personally contact the owner or resident of an affected address, a door-hanger notice containing full information will be left, and the application will follow up to ensure all addresses on the street to be closed, or abutting property, have been contacted.



DIRECTORY

- | | |
|---------------------|---------------------------|
| A. AMPHITHEATRE | 1. WOMEN'S SOFTBALL FIELD |
| B. PAVILLION(south) | 2. MEN'S SOFTBALL FIELD |
| C. PAVILLION(north) | 3. SOCCER FIELD |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: September 20, 2016			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature:	City Manager		9-14-2016
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER			
CAPTION			
Discussion and/or action regarding approval of downtown area street closures for the 2017 Hot Rods and Hatters event with partial closures beginning on Thursday through Saturday, February 6 through February 8, 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			
Closures will include: Pecan-183 to Blanco (open to thru traffic); N Church, N. Main, and N. Commerce-Walnut to San Antonio; S Church, S Main, S Commerce- San Antonio to Prairie Lea; S Church, S Main – Prairie Lea to Live Oak; Walnut 183 to Main; Market St – 183 to S Church (bank entrance protected); Prairie Lea – S Commerce to S Blanco. Mr. Gammage has signed approvals on all these street closures by the businesses and residents. Sample of support letters are also provided. He expects 800 or more vehicles at 2017 event. N. Main, from Walnut to Pecan will remain open. He has also obtained permissions from large parking lot owners to help alleviate some of display and parking issues experienced during the 2016 event. A drive-in type movie is planned for Friday night, February 3. The City will provide traffic control, security, barricades, signage, trash carts, trash dumpsters, and help with advertising and amenities costs. Mr. Gammage has agreed and will provide sufficient general liability insurance naming the City of Lockhart as an additional insured certificate holder.			
STAFF RECOMMENDATION			
Since Mr. Gammage has met all the requirements, staff recommends approval.			
List of Supporting Documents: Map of street closures and amenities, letters of support, press information about last year event, map showing where event participants came from		Other Departments, Boards, Commissions or Agencies:	

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

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Sec. 2-209. - Rules for appointment.

The city council hereby sets the following rules:

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

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

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

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

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

NOTES:
ORDINANCE
RE: ALL
BOARD,
COMMISSION
APPOINTMENTS

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

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

District 3 – Benny Hilburn	Airport Board	Ray Chandler	03/07/17
	Board of Adjustment	Anne Clark, Vice-Chair	03/07/17
		VACANT - (Alternate)	
		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	Nic Irwin	07/06/17
	Electric Board	Thomas Stephens	03/07/17
	Historical Preservation	Ronda Reagan	03/07/17
	Library Board	Jean Clark Fox, Chair	03/07/17
Parks and Recreation	William Burnett	03/07/17	
Planning & Zoning	Philip McBride, Chair	03/07/17	
District 4 - Jeffry Michelson	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	VACANT-Denny resigned 5/4/17	
	Historical Preservation	Kathy McCormick	03/07/17
	Library Board	Donaly Brice	03/07/17
	Parks and Recreation	Russell Wheeler	03/07/17
	Planning & Zoning	Mary Beth Nickel	03/07/17
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	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	Alfredo Munoz	06/06/17
	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

At-Large - Brad Westmoreland	Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Jayson “Tex” Cordova Severo Castillo Gary Shafer Edward Strayer Frank Estrada VACANT- Gahan resigned 7/26/17 Rebecca Lockhart Dennis Placke Christina Black	03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 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
	Parks Master Plan Steering Committee (8-10 members)	Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill	09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 09/05/17 – Hilburn 09/19/17 – Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyral Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – Sanchez 09/19/17 – Hilburn 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 - Mendoza
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**City of Lockhart 2017 Board of Adjustment
Attendance for a 12-Month Period**

Meeting Date:	Chair Cline	Vice-Chair Clark	Annas	Castillo	Reeder	Rangel	Juarez	Smith Alternate	Irwin Alternate
January 9, 2017 - No Meeting									
February 6, 2017	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
March 6, 2017	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
April 3, 2017	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>
May 1, 2017	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
June 5, 2017 - No Meeting									
July 10, 2017	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Resigned</i>
August 7, 2017 - No Meeting									
August 28, 2017 - No Meeting									
10/2/2017 - No Meeting									

Number of meetings:	5	5	5	5	5	5	5	5	4
Present:	4	4	5	3	5	2	5	4	4
% Absent:	80%	80%	100%	60%	100%	40%	100%	80%	100%

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CITY OF LOCKHART							
CONSTRUCTION BOARD OF APPEALS							
BOARD ATTENDANCE REPORT - 2017							
APPOINTING COUNCIL MEMBER							
	JERRY WEST (12/03/13) CHAIR (01/05/2017)	RALPH GERALD (01/17/12)	RICK WINNETT, JR. (04/19/2016) VICE CHAIR (01/05/2017)	GARY SHAFER (08/18/15)	MICHAEL VOETEE 10/04/2016	PAUL MARTINEZ (03/07/17)	ISRAEL ZAPIEN (01/17/12)
Member Title:	County Resident			Alternate			
Meeting Date:							
January 5, 2017	P	P	P	P	P	N/A	P
January 19, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	N/A	NO MTG
February 02, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	N/A	NO MTG
February 16, 2017	P	P	P	P	P	N/A	P
March 2, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	N/A	NO MTG
March 16, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 6, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 20, 2017	P	P	P	P	P	A	A
May 4, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
May 18, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 8, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 22, 2017	P	P	A	A	P	P	P
July 6, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 20, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 3, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 17, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 7, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 21, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
October 5, 2017	P	P	P	P	P	A	A
October 19, 2017							
November 1, 2017							
December 1, 2017							
Total # Meetings:	5	5	5	5	5	3	5
Present:	5	5	4	4	5	1	3
Absent:	0	0	1	1	0	2	2
Absenteeism %:	0%	0%	20%	20%	0%	67%	40%
LEGEND:	PRESENT:		P UNEXCUSED ABSENCE:			U	
	EXCUSED ABSENCE:		EA NO MEETING HELD:			NO MTG	
COMMENTS:	MEETINGS HELD THE 1ST & 3RD THURSDAY OF THE MONTH @ 9:00AM						

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CITY OF LOCKHART
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
ATTENDANCE REPORT - 2017
APPOINTING COUNCIL MEMBER

	ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	BENNY HILBURN	JUAN MENDOZA	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
	Alfredo Munoz	Frank Estrada	Nic Irwin	Dyral Thomas	Fermin Islas	Alan Fielder	Morris Alexander
Meeting Date:	Appt. - June 2017	Appt. - March 2017	Appt. - July 2017	Appt. - March 2017	Appt. - March 2017	Appt. - March 2017	Appt. - March 2017
January 11, 2017	P	P	A	P	P	P	P
February - No Meeting							
March 13, 2017	P	P	P	P	P	A	P
April 17, 2017	P	P	P	P	P	P	P
May - No Meeting	Bernie Rangel resigned - 5/24/17						
June - No Meeting			Ken Doran resigned - 6/20/17				
July - No Meeting							
August 7, 2017	P	A	P	P	P	P	P
August 22, 2017	P	P	P	P	P	A	P
September - No Meeting							
LEGEND:	PRESENT:		P	UNEXCUSED ABSENCE:		U	
	EXCUSED ABSENCE:		A	NO MEETING HELD:		No Meeting	
				APPOINTMENT MODIFICATION:			
COMMENTS:							

gll



**CITY OF LOCKHART
ELECTRIC BOARD OF REVIEW
BOARD ATTENDANCE REPORT - 2017
APPOINTING COUNCIL MEMBER**

	Joe Colley (6/17/08)	James Paul Denny (01/20/15)	Thomas Herrera (07/17/12)	Tom Stephens (12/03/13)	James Briceno (05/03/11)	
	Chair	Vice-Chair				
Meeting Date:						
January 5, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
January 19, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
February 2, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
February 16, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
March 2, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
March 16, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
April 6, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
April 20, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
May 4, 2017	P	A	A	P	P	
May 18, 2017	NO MTG	REMOVED FROM BOARD DUE TO MOVE OUT OF COUNTY 05/04/2017	NO MTG	NO MTG	NO MTG	
June 1, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
June 15, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
July 6, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
July 20, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
August 3, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
August 17, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
September 7, 2017	NO MTG		NO MTG	NO MTG	NO MTG	
September 21, 2017	P		A	A	P	P
October 5, 2017	NO MTG		NO MTG	NO MTG	NO MTG	NO MTG
October 19, 2017						
November 2, 2017						
November 16, 2017						
December 7, 2017						
December 21, 2017						
Total # Meetings:	2	1	2	2	2	

bcl



**City of Lockhart 2017 -LHPC
Attendance for a 12-Month Period**

Meeting Date:	CORPUS	LAIRSEN CHAIR	ALVAREZ	FAULSTICH	REAGAN VICE-CHAIR	GAHAN	McCORMICK
January 4, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
January 18, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
February 1, 2017	A	P	A	P	P	P	P
February 15, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
March 1, 2017	A	P	P	P	P	A	A
March 15, 2017	P	P	A	A	P	P	P
April 5, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 19, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
May 3, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
May 17, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 7, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 21, 2017	A	P	P	P	P	A	P
July 5, 2017	A	A	P	P	P	A	P
July 19, 2017	P	P	A	P	P	A	A
August 2, 2017	P	A	P	P	P		A
August 16, 2017	A	P	A	P	P		P
September 6, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
September 20, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
October 4, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
October 18, 2017							
November 1, 2017							
November 15, 2017							
December 6, 2017							
December 20, 2017						Resigned: 07/26/2017	
Number of meetings:	8	8	8	8	8	6	8
Present:	3	6	4	7	8	2	5
Absent:	5	2	4	1	0	4	3
% Absent:	63%	25%	50%	13%	0%	67%	38%
MEETINGS HELD THE 1ST & 3RD WEDNESDAY OF THE MONTH @ 5:30PM							

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**CITY OF LOCKHART
Library Advisory Board
ATTENDANCE REPORT - 2017
APPOINTING COUNCIL MEMBER**

Angie Gonzales Sanchez	Brad Westmoreland	MAYOR WHITE	Juan Mendoza	John Castillo	Benny Hilburn	Jeffry Michelson
Jody King (01/04/13)	Rebecca Lockhart (11/19/13)	Stephanie Wilson Riffin (06-17-2011)	Shirley Williams (06-15-2007)	Donnie Wilson (10-02-2010)	Jeannie Fox (12-03-2013)	Donaly Brice (7-05-2008)

January	NO MEETING
February	NO MEETING
March	NO MEETING
April	NO MEETING
May	NO MEETING
June	NO MEETING
July	NO MEETING
August	NO MEETING
September	NO MEETING
October	
November	
December	

LEGEND:						
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COMMENTS:	PRESENT:	P	UNEXCUSED ABSENCE:	U
	EXCUSED ABSENCE:	E	NO MEETING HELD:	

To revise library policy and procedures.

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**CITY OF LOCKHART
PARKS & RECREATION ADVISORY BOARD**

APPOINTING COUNCIL MEMBER

	ANGIE SANCHEZ	BRAD WESTMORELA ND	BENNY HILBURN	JUAN MENDOZA	JOHN CASTILLO	LEW WHITE	JEFFRY MICHELSON	ALTERNATE (Mayor Pro-Tem)
	Chris Schexnayder (06/07/16)	Dennis Placke (11/03/15)	Warren Burnett (12/04/12)	Linda Thompson-Bennett (12/07/04)	James Torres (12/18/07)	Albert Villalpando (09/05/06)	Russell Wheeler (01/20/15)	Rob Ortiz (05/06/08)
Meeting Date:								
January 26, 2017	P	U	P	P	P	P	P	
February 23, 2017	U	P	P	P	E	P	E	
March 23, 2017	No Meeting							
April 27, 2017	P	P	E	P	P	E	P	
May 25, 2017	No Meeting							
June 22, 2017	No Meeting							
July 27, 2017	No Meeting							
August 24, 2017	U	P	P	P	U	P	P	
September 28, 2017	No Meeting							
LEGEND:	PRESENT:		P	UNEXCUSED ABSENCE:			U	
	EXCUSED ABSENCE:		E	NO MEETING HELD:				
COMMENTS:	* Ordinance 06-08 adopted February 7, 2006 allow two alternate position to be appointed by Mayor and Mayor Pro-Tem * Board meets on the 4th Thursday of each month							

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**City of Lockhart 2017 Planning and Zoning Commission
Attendance for a 12-Month Period**

Meeting Date:	Ruiz	McBride	Oliva	Black	Nickel	Villalobos	Rodriguez	Faust
January 11, 2017	Present	Present	Present	Absent	Absent	Present		Present
January 25, 2017	Present	Present	Present	Present	Present	Present		Present
February 8, 2017 - No Meeting								
February 22, 2017	Present	Present	Absent	Present	Present	Present		Present
March 8, 2017	Present	Present	Present	Present	Present	Present		Present
March 22, 2017	Present	Present	Present	Present	Present	Present		Present
April 12, 2017	Present	Present	Present	Present	Absent	Present		Absent
April 26, 2017	Present	Present	Present	Present	Present	Absent		Present
May 10, 2017	Present	Present	Present	Present	Present	Absent		Present
May 24, 2017	Present	Absent	Present	Absent	Present	Absent		Present
June 14, 2017	Present	Present	Absent	Present	Present	Present		Present
June 28, 2017 - No Meeting								
July 12, 2017	Present	Present	Present	Absent	Present	Present	Present	Resigned
July 26, 2017	Present	Present	Absent	Present	Present	Present	Absent	Resigned
August 9, 2017 - No Meeting								
August 23, 2017	Present	Present	Present	Present	Present	Present	Present	
September 13, 2017	Present	Present	Present	Present	Present	Present	Present	
September 27, 2017	Absent	Present	Present	Present	Absent	Present	Absent	
October 11, 2017	Present	Absent	Present	Present	Present	Present	Present	

Number of meetings:	16	16	16	16	16	16	6	10
Present:	15	14	13	13	13	13	4	9
% Absent:	94%	88%	81%	81%	81%	81%	67%	90%

**Members absences are not excused until the next meeting.*

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**CITY OF LOCKHART
REVOLVING LOAN FUND COMMITTEE
ATTENDANCE REPORT - 2017**

APPOINTING COUNCIL MEMBER

	ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	BENNY HILBURN	JUAN MENDOZA, JR.	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
	Irene Yanez	Ed Strayer	Mayor Lew White - Chairperson	Ryan Lozano	Rudy Ruiz	Barbara Gilmer	Frank Coggins
Meeting Date:	Appt - March 2017	Appt - March 2017	Appt - March 2017	Appt - March 2017	Appt - March 2017	Appt - March 2017	Appt - March 2017
January - No Meeting							
February - No Meeting						WR Cline resigned 2/2016	
March 14, 2017	A	P	P	P	P	A	P
April - No Meeting							
May - No Meeting							
June - No Meeting							
July - No Meeting							
August - No Meeting							
September - No Meeting							
LEGEND:	PRESENT:		P	UNEXCUSED ABSENCE:			U
	EXCUSED ABSENCE:		E	NO MEETING HELD:			
COMMENTS:							
Total Meetings:							
% Present:							
% Excused:							
% Unexcused:							
Absenteeism %:							

hgl

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

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

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

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

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

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

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

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

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

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

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

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