

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, FEBRUARY 6, 2018

**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 declaring February 2018 as "Dating Violence Awareness and Prevention Month".

DISCUSSION ONLY

- A. Discuss minutes of the City Council meeting of January 18, 2018 and January 23, 2018. *5-14*
- B. Discuss grant application by the Lockhart Fire Rescue to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG). *15-44*
- C. Discuss Capital Area Council of Governments (CAPCOG) Household Hazardous Waste Collection Event Grant in the amount of \$16,000 to be held in the Spring of 2019 with a local cash match of \$4,000, and a local in-kind labor/services match valued at \$6,565. *45-49*
- D. Discuss Interlocal Cooperation Agreement between City of Austin and City of Lockhart for maintenance and repair of radio equipment. *50-56*
- E. Discuss two four (4) year contracts with the Lower Colorado River Authority (LCRA) to provide Visual Inspection Services and Infrared Inspection Services for Lockhart's electrical distribution system which are essential in identifying preventive maintenance tasks; both services would be invoiced a total of \$1,476.30 per month on LCRA power invoices, and appointing the City Manager to sign the contracts if approved. *57-64*
- F. Discuss the agreement with the Guadalupe-Blanco River Authority (GBRA) titled Gonzales Carrizo Water Supply Project-Treated Water Supply Agreement which provides a long-term treated water supply as previously discussed in several public meetings after presentations by the City Manager and GBRA Representatives and appointing the Mayor to sign the agreement if approved. *65-93*
- G. Discussion regarding Resolution 2018-04 committing to financial support by waiving up to \$250 in building fees for Bouldin Communities, LLC., which is to develop affordable rental housing to be known as the Lockhart Springs Development to be located at the northeast corner of Borchert Lane and SH 130 in the City of Lockhart. *94-110*

WORK SESSION continued.....

- H. Discuss Council's suggestions for a logo to be painted on the new water tower to be constructed on FM 2001 near SH 130 to be considered at the first meeting in March 2018. ///
- I. Discussion after report by City Manager regarding water distribution projects that should be bid out over the next 90 to 120 days. 112-116
- J. Discuss update by Mayor White about the progress towards hiring a new City Manager. 117
- K. Discuss Council Fiscal Year 2018-2019 Goals meeting to be held on Tuesday, February 13, 2018 at 6:30 p.m. in the Council Chambers. 118
- L. Discuss Councilmember appointments to a Wayfinding Signage and Community Branding Ad-hoc Committee which can have assistance from the City Planner's office which has compiled a considerable amount of information that can be provided to the committee. 119-121

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION AND 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 January 18, 2018 and January 23, 2018. 5-14
- B. Approve grant application by the Lockhart Fire Rescue to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG). 15-44
- C. Accept a Capital Area Council of Governments (CAPCOG) Household Hazardous Waste Collection Event Grant in the amount of \$16,000 to be held in the Spring of 2019 with a local cash match of \$4,000, and a local in-kind labor/services match valued at \$6,565. 45-49
- D. Approve Interlocal Cooperation Agreement between City of Austin and City of Lockhart for maintenance and repair of radio equipment. 50-56
- E. Approve two four (4) year contracts with the Lower Colorado River Authority (LCRA) to provide Visual Inspection Services and Infrared Inspection Services for Lockhart's electrical distribution system which are essential in identifying preventive maintenance tasks; both services would be invoiced a total of \$1,476.30 per month on LCRA power invoices, and appointing the City Manager to sign the contracts if approved. 57-64

5. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider approval of the agreement with the Guadalupe-Blanco River Authority (GBRA) titled Gonzales Carrizo Water Supply Project-Treated Water Supply Agreement which provides a long-term treated water supply as previously discussed in several public meetings after presentations by the City Manager and GBRA Representatives and appointing the Mayor to sign the agreement if approved. 65-93
- B. Discussion and/or action regarding Resolution 2018-04 committing to financial support by waiving up to \$250 in building fees for Bouldin Communities, LLC., which is to develop affordable rental housing to be known as the Lockhart Springs Development to be located at the northeast corner of Borchert Lane and SH 130 in the City of Lockhart. 94-110
- C. Discussion and/or action regarding Council's suggestions for a logo to be painted on the new water tower to be constructed on FM 2001 near SH 130 to be considered at the first meeting in March 2018. 111
- D. Discussion and/or action after report by City Manager regarding water distribution projects that should be bid out over the next 90 to 120 days. 112-116
- E. Discussion and/or action after update by Mayor White about the progress towards hiring a new City Manager. 117
- F. Discussion and/or action regarding Council Fiscal Year 2018-2019 Goals meeting to be held on Tuesday, February 13, 2018 at 6:30 p.m. in the Council Chambers. 118
- G. Discussion and/or action regarding Councilmember appointments to a Wayfinding Signage and Community Branding Ad-hoc Committee which can have assistance from the City Planner's office which has compiled a considerable amount of information that can be provided to the committee. 119-121
- H. Discussion and/or action regarding appointments to various boards, commissions or committees. 122-129

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

- Update: St. Paul United Church of Christ property.
- Reminder: Burditt Consultants have provided a preliminary report which staff is reviewing and will be presented to the Parks Master Committee before bringing it to Council for consideration which should be in late February or early March.
- Report: Hot Rods and Hatters Car event.

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 2nd day of February 2018 at 2:20 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
REGULAR MEETING**

JANUARY 18, 2018

6:30 P.M.

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

Council present:

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|---|---------------------------------|
| Mayor Lew White | Councilmember John Castillo |
| Councilmember Juan Mendoza | Councilmember Kara McGregor |
| Councilmember Jeffry Michelson | Councilmember Brad Westmoreland |
| Mayor Pro-Tem Angie Gonzales-Sanchez (arrived at 7:02 p.m.) | |

Staff present:

| | |
|-------------------------------|-----------------------------------|
| Vance Rodgers, City Manager | Connie Constancio, City Secretary |
| Jeff Hinson, Finance Director | Dan Gibson, City Planner |

Citizens/Visitors Addressing the Council: Ed Theriot, Caldwell County Commissioner; Robbye Meyer of Arx Advantage; Todd Erickson and Jeff Markey of Bouldin Communities; Benny Bock of the Friends of Lockhart Cemeteries; and, Kent Black of Blacks Barbecue.

NOTE: The January 16, 2018 Council meeting was rescheduled to Thursday, January 18, 2018 due to hazardous travelling/weather conditions on January 16, 2018.

Work Session 6:30 p.m.

Mayor White announced that Mayor Pro-Tem Sanchez would be late to the meeting. He opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF JANUARY 2, 2018, JANUARY 4, 2018, JANUARY 8, 2018 AND JANUARY 9, 2018.

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

B. DISCUSS 1ST QUARTER FISCAL YEAR 2018 INVESTMENT REPORT.

Mr. Hinson stated that the Texas Public Investment Act requires local governments to review and accept a quarterly investment report for each quarterly reporting period of the year. He provided the following information and there was discussion regarding the 1st Quarter Fiscal Year 2018 report, ending December 31, 2017:

- Quarterly Investment Report
- Investment Portfolio Summary
- Cash Accounts as reconciled by the Banks of the Ozarks
- Marketable Securities Transaction Summary
- Investment Pool Transactions Summary
- Certificates of Deposit Transaction Summary
- Investment Pools
- Bank of the Ozarks Collateralization

C. DISCUSS RESOLUTION 2018-03 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION APPLYING FOR A CAPITAL AREA METROPOLITAN ORGANIZATION GRANT TO MAKE PEDESTRIAN, DRAINAGES AND TRANSPORTATION SAFETY IMPROVEMENTS ON SH 142 (SAN ANTONIO STREET) BETWEEN MAIN AND COMMERCE STREETS AND COMMITTING TO FUNDING ALL NECESSARY UTILITY ADJUSTMENTS REQUIRED FOR THE PROPOSED PROJECT.

Mr. Rodgers stated that the proposed Resolution supports Texas Department of Transportation (TxDOT) applying for a Capital Area Metropolitan Organization (CAMPO) grant to make pedestrian, drainage, and transportation safety improvements on SH 142 (San Antonio Street) between Main and Commerce Streets and committing to funding all necessary utility adjustments required for the proposed project. Mr. Rodgers recommended approval. There was discussion.

Ed Theriot, Caldwell County Commissioner, Precinct 3, stated that CAMPO extended the application deadline to January 19, 2018. He expressed support on behalf of the Caldwell County Commissioners Court of the City of Lockhart's application to make improvements in the downtown area.

There was discussion regarding the proposed improvements in the downtown area.

D. DISCUSS RESOLUTION 2018-04 OF THE CITY COUNCIL OF LOCKHART, TEXAS, IN SUPPORT OF AND COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS RESIDENCES OF LOCKHART SPRINGS TO BE LOCATED APPROXIMATELY 1,425 FEET SOUTH OF THE SOUTHWEST CORNER OF CITY LINE ROAD AND BORCHERT DRIVE IN THE CITY OF LOCKHART.

Mr. Rodgers stated that Bouldin Communities, Inc. is making an application for 2018 Housing Tax Credits, HOME Partnerships with the Texas Department of Housing and Community Affairs (TDHCA) to construct approximately 80 rental units all of which will be restricted rental units. It also requests financial support up to \$250 in a development fee waiver. The proposed location of the units is at the southwest corner of City Line Road and Borchert Drive. Mr. Rodgers also stated that staff's investigation revealed that most restricted rental rate unit projects in Lockhart have a waiting list. He stated that he visited the Taylor Square Apartments and Stepping Stone Apartments in Taylor. Buildings and grounds appeared to be well maintained. Staff has not been able to confirm that the company maintains ownership after development. If Council wishes to support this project, it will be to provide 80 more restricted rental rate units. The TDHCA will make the final decision as to which projects will receive the tax credits. There was discussion.

Robbye Meyer of Arx Advantage, Bouldin Communities' consultant, stated that they would like to develop affordable rental housing in Lockhart. She provided information about the proposed rental housing development project that included Bouldin Communities Real Estate Overview, architect renderings, proposed unit and site amenities, preliminary concept, rental rates, management company overview, economic benefit, and timeline. Ms. Meyer requested approval of both Resolutions of support on the agenda.

There was discussion regarding the rental rates and the scoring process of the TDHCA tax credit program.

Mayor Pro-Tem Sanchez arrived at 7:02 p.m.

Todd Erickson of Bouldin Communities provided information about the TDHCA tax credit program application and scoring process.

There was discussion regarding several developers applying for the TDHCA tax credit program and the reason that Bouldin Communities was seeking support for two separate housing developments. Ms. Meyer explained that TDHCA would only approve one tax credit application in the Lockhart community out of the all tax credit applications that they receive.

E. DISCUSS RESOLUTION 2018-05 OF THE CITY COUNCIL OF LOCKHART, TEXAS, IN SUPPORT OF AND COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC., WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS LOCKHART SPRINGS DEVELOPMENT TO BE LOCATED AT THE NORTHEAST CORNER OF BORCHERT DRIVE AND SH 130 IN THE CITY OF LOCKHART.

Mayor White stated that the proposed development was discussed in detail during the previous item.

F. DISCUSSION REGARDING FRIENDS OF THE LOCKHART CEMETERIES TO CONSTRUCT A WALL OF REMEMBRANCE AND ETERNAL FOUNTAIN PROJECT AT THE LOCKHART MEMORIAL CEMETERY.

Mr. Rodgers stated that Harry Hilgers with Friends of Lockhart Cemeteries proposed the installation of a wall of remembrance and eternal fountain with seating in the Lockhart Memorial Cemetery at no cost to the City. Mr. Hilgers and Ms. Jody King previously made a presentation, answered questions, and provided other information at the November 16, 2017 Council meeting. It was decided by Council to table the item until the December 5 meeting to allow sufficient time for Mr. Hilgers to provide scaled and sealed drawings to staff in order for staff to bring back a recommendation to the Council about the project. The scaled and sealed drawings were received giving details about the above ground wall structure to address staff's major concerns. This item was not on the January 2 agenda because of expected inclement weather conditions. Staff checked on the maintenance requirements of the fountain and found that most installations, if properly installed, and not under trees, did not require an inordinate amount of maintenance. It is estimated that 30 minutes to one hour of maintenance would be required. Mr. Rodgers requested approval. There was discussion.

Mayor White requested a representative of the Friends of Lockhart Cemeteries to address the Council.

Benny Bock of the Friends of Lockhart Cemeteries stated that if the project were approved, they were prepared to begin the installation process. He thanked the Council for their support.

G. DISCUSSION REGARDING STRATEGIC GOVERNMENT RESOURCES (SGR) AGREEMENT TO PROVIDE PROFESSIONAL CITY MANAGER SEARCH SERVICES.

Mayor White stated that he spoke with Larry Gilley of SGR regarding the agreement. The professional services fee is \$18,500 and the total expenses not to exceed \$28,000. Mayor White stated that Mr. Gilley informed him that he believed that there could be cost savings by limiting his travelling to meet with Council. Mayor White stated that the SGR indicated that they are ready to begin with the search services immediately upon approval of the agreement.

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H. DISCUSSION AFTER PRESENTATION BY CITY MANAGER REGARDING PROPOSED WATER RATE INCREASES AND THE EFFECT ON TYPICAL UTILITY BILLS STARTING IN FISCAL YEAR 2018-2019; THE ADDITIONAL FUNDING IS REQUIRED FOR THE LONG-TERM WATER SUPPLY PROJECT AS PROPOSED BY THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA).

Mr. Rodgers stated that at the special Council meeting held on January 9, 2018, Council received information regarding the GBRA long-term water supply draft agreement, associated costs, and possible revenue sources. As requested, typical utility bills with projected increases for different types of customers were provided. GBRA was also present to answer any additional questions about the proposed project. Staff is still working with the City Attorney and GBRA to obtain answers to questions, clarifications, and concerns about the proposed agreement. Staff plans to present the proposed agreement with any changes to the Council for consideration at the February 6, 2018 meeting. There was discussion.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 8:13 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Councilmember Castillo gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested citizens to address the Council.

Kent Black of Blacks Barbecue thanked Mr. Rodgers for his service and congratulated him in his upcoming retirement. He spoke in support of the Hot Rod Car Show. He requested that the Council reconsider allocating 29 parking spots on Main Street in front of Blacks Barbecue so that his customers could utilize the parking on that day and have access to his parking lots. He stated that he would like to also accommodate parking for his employees and customers that will not be attending the car show.

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

ITEM 4. CONSENT AGENDA.

Councilmember Castillo made a motion to approve consent agenda items 4A and 4B. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 4A: Approve minutes of the City Council meetings of January 2, 2018, January 4, 2018, January 8, 2018 and January 9, 2018.
- 4B: Accept 1st Quarter Fiscal Year 2018 Investment Report.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2018-03 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION APPLYING FOR A CAPITAL AREA METROPOLITAN ORGANIZATION GRANT TO MAKE PEDESTRIAN, DRAINAGES AND TRANSPORTATION SAFETY IMPROVEMENTS ON SH 142 (SAN ANTONIO STREET) BETWEEN MAIN AND COMMERCE STREETS AND COMMITTING TO FUNDING ALL NECESSARY UTILITY ADJUSTMENTS REQUIRED FOR THE PROPOSED PROJECT.

Councilmember Castillo made a motion to approve Resolution 2018-03, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2018-04 OF THE CITY COUNCIL OF LOCKHART, TEXAS, IN SUPPORT OF AND COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS RESIDENCES OF LOCKHART SPRINGS TO BE LOCATED APPROXIMATELY 1,425 FEET SOUTH OF THE SOUTHWEST CORNER OF CITY LINE ROAD AND BORCHERT DRIVE IN THE CITY OF LOCKHART.

Councilmember Michelson made a motion to deny Resolution 2018-04, as presented. Councilmember McGregor seconded.

There was discussion regarding the lack of development aspects of both projects, such as proposed site plans or plats.

Ms. Meyer requested approval to return with additional information regarding the housing projects during the February 6, 2018 council meeting. There was discussion.

Jeff Markey of Bouldin Communities stated that his company currently has a contract on the Lockhart Springs Development which is contingent upon the Council's approval of the Resolution.

VOTE: The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2018-05 OF THE CITY COUNCIL OF LOCKHART, TEXAS, IN SUPPORT OF AND COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS LOCKHART SPRINGS DEVELOPMENT TO BE LOCATED AT THE NORTHEAST CORNER OF BORCHERT DRIVE AND SH 130 IN THE CITY OF LOCKHART.

Mayor Pro-Tem Sanchez made a motion to deny Resolution 2018-05, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING FRIENDS OF THE LOCKHART CEMETERIES TO CONSTRUCT A WALL OF REMEMBRANCE AND ETERNAL FOUNTAIN PROJECT AT THE LOCKHART MEMORIAL CEMETERY.

Mayor Pro-Tem Sanchez made a motion to approve the Wall of Remembrance and Eternal Fountain project at the Lockhart Memorial Cemetery. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING STRATEGIC GOVERNMENT RESOURCES (SGR) AGREEMENT TO PROVIDE PROFESSIONAL CITY MANAGER SEARCH SERVICES.

Councilmember Michelson made a motion to approve the Strategic Government Resources agreement to provide professional City Manager search services and authorizing the Mayor to sign the agreement. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-F. DISCUSSION AND/OR ACTION AFTER PRESENTATION BY CITY MANAGER REGARDING PROPOSED WATER RATE INCREASES AND THE EFFECT ON TYPICAL UTILITY BILLS STARTING IN FISCAL YEAR 2018-2019; THE ADDITIONAL FUNDING IS REQUIRED FOR THE LONG-TERM WATER SUPPLY PROJECT AS PROPOSED BY THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA).

Councilmember Castillo made a motion to approve the water rate increase concept. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

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

Mayor White requested appointments to board and commissions. There were none.

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

- Update: St. Paul United Church of Christ property Ad Hoc Committee heard presentations from Meals on Wheels Central Texas and Mr. Mark Holm about use of the sanctuary as an Art-Cultural Center and further discussed possible joint use of the property on Monday, January 8, at 3:30 at City Hall. Changes needed to use the buildings are being considered and detailed.
- Update: The lighting project on the Maple Street Walkway has been completed by City crews.
- Reminder: Burditt Consultants is working to finalize the plans for the Parks Master Plan for review by Staff and the committee before bringing it to Council for consideration which should be in February, 2018.
- Report: MLK, Jr. March held on January 15, 2018.
- Reminder: Hot Rods and Hatters Car event to be held first weekend in February.
- Report: Commendation to Police, Fire and EMS for their dedication to public safety during the freezing weather.

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

Councilmember Westmoreland stated that the St. United Church of Christ will be holding a fundraiser as an effort to assist with costs associated with improvements to the 728 South Main property. He thanked Mr. Rodgers for keeping employees safe by closing non-essential city offices during the freezing weather. He encouraged everyone to keep warm and to sanitize areas often to avoid illness.

Councilmember Mendoza thanked District 1 Pride for hosting the annual MLK march. He also thanked the first responders and public safety personnel for working during the freezing weather to assure the safety of others.

Mayor Pro-Tem Sanchez expressed condolences to the families of Frank Castillo, Monica Kimble Smith, Mary Ann White, Jim Barrett and Mrs. Gloria Eddleton. She congratulated District 1 Pride for a very successful MLK march.

Councilmember McGregor also thanked all involved in successful MLK march. She thanked city staff and public safety personnel that worked during the freezing weather for assure public safety.

Councilmember Castillo thanked all involved with the successful MLK march even though he was not able to attend. He expressed condolences to all that recently lost a loved one. He thanked city staff and public safety personnel to assure public safety in the community and he asked that everyone stay well.

Councilmember Michelson thanked District 1 Pride for the successful MLK march. He thanked the citizens of Lockhart for staying home during the freezing weather which assisted in keeping everyone safe.

Mayor White thanked all city staff that worked during the freezing weather. He thanked District 1 Pride for the successful MLK march. He commented about the parking concern at Blacks Barbecue during the Hot Rod Car Show on February 3, 2018. Mayor Pro-Tem Sanchez and Councilmember McGregor commented that the parking for the Hot Rod Car Show should remain as previously approved by the Council. Mayor White stated that a special public meeting will be held on Tuesday, January 23, 2018 regarding the downtown revitalization improvement project and to allow the Guadalupe-Blanco River Authority to be available to answer questions about the proposed long-term water supply agreement.

ITEM 8. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:08 p.m.

PASSED and APPROVED this the 6th day of February 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

11

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

JANUARY 23, 2018

6:30 P.M.

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

Council present:

Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember Jeffry Michelson
Councilmember John Castillo

Council and staff absent:

Mayor Pro-Tem Angie Gonzales-Sanchez
Connie Constancio, City Secretary

Councilmember Kara McGregor

Staff present:

Vance Rodgers, City Manager
Dan Gibson, City Planner
Sean Kelley, Water/Wastewater Superintendent

Julie Bowermon, Civil Service/HR Director
Jeff Hinson, Finance Director

Citizens/Visitors Addressing the Council: Representatives of Downtown Businesses: Parind Vora, Lucy Knight, Ron Faulstich, Lisa Paige, Taylor Burge, Ronda Reagan, and Sutton Van Gunten; and, Darrell Nichols and Alvin Schuerg of the Guadalupe-Blanco River Authority.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the special meeting of the Lockhart City Council to order at 6:30 p.m. He announced that Mayor Pro-Tem Sanchez and Councilmember McGregor will be arriving late if they are able to attend.

ITEM 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Mayor White gave the invocation and led the pledge of allegiance to the United States and Texas flags.

ITEM 3-A. DISCUSSION AND/OR ACTION AFTER PRESENTATION REGARDING DRAINAGE, VEHICULAR TRAFFIC, AND PEDESTRIAN SAFETY IMPROVEMENTS ON EAST SAN ANTONIO STREET BETWEEN SOUTH MAIN AND SOUTH COMMERCE STREETS.

Mr. Rodgers stated that the proposed project as identified in the Sustainable Places Project improves drainage, vehicular traffic, and pedestrian safety on East San Antonio Street between South Main and South Commerce Streets. The project provides a wide plaza area with amenities on the north side of San Antonio Street while maintaining 14 of the 18 existing parking spaces and provides keeping 8-9 parking spaces on the south side in the same block.

Mr. Gibson provided detailed information regarding the proposed downtown improvements.

Mayor White requested the following to address the Council:

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Parind Vora, 119 E. San Antonio Street, stated that he initially had concerns about parking but after reviewing the latest proposed project plan, he is in favor of a family friendly downtown improvement project.

Lucy Knight, 1532 Parkview, owner of 104 S. Commerce, asked how many parking spots would be lost with the proposed downtown improvement project. Mr. Rodgers replied that approximately two parking spots would be lost on the north side. Ms. Knight spoke against losing parking because of the downtown improvements. Mr. Gibson also mentioned that the project included improving the Americans with Disabilities Act (ADA) accessibility to the sidewalk.

Ron Faulstich, 121 Nueces, owner of 202 E. Market and 113 E. San Antonio Street, spoke in favor of the most recent downtown improvement plan. He expressed concern about pedestrian traffic on the north side of downtown crossing to and from the courthouse. Pedestrians currently often use the median as a stopping point when crossing San Antonio Street. He suggested installing stop signs at crosswalks for pedestrians. He spoke in favor of the downtown improvements.

Lisa Paige, 1222 Maple St., owner of 115 E. San Antonio St., spoke in favor of the project. She also questioned the parking including adding safe handicap parking locations on the north side of downtown. Ms. Paige requested that the parking is installed as indicated on today's project plan.

Taylor Burge of 106 E. Market asked how long the project would take to complete. Mr. Rodgers replied that the preliminary estimated timeline of the project is approximately 18 months.

Ronda Reagan, 412 W. San Antonio St., spoke in favor of the downtown improvements project.

Sutton Van Gunten, 102 E. Market St., spoke in favor of the downtown improvements project. He requested that improvements on the south side of downtown be considered in the future.

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

Mayor White thanked the downtown businesses for attending the meeting and for being a part of the downtown revitalization improvement project.

Councilmember Castillo announced that Lockhart was selected to receive grant funds out of four other downtown improvement project applications. He asked the citizens to be patient during the renovation phases.

Councilmember Michelson thanked the downtown business owners for expressing support of the project.

Councilmember Michelson made a motion to approve the presentation regarding drainage, vehicular traffic, and pedestrian safety improvements on East San Antonio Street between South Main and South Commerce Streets and to proceed with the concept. Councilmember Castillo seconded. The motion passed by a vote of 5-0.

RECESS: Mayor White announced that the Council would recess for a break at 7:24 p.m.

Mayor White reconvened the Lockhart City Council meeting to order at 7:38 p.m.

ITEM 3-B. DISCUSSION AND/OR ACTION REGARDING PROPOSED AGREEMENT WITH GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) FOR A LONG-TERM TREATED WATER SUPPLY.

Mr. Rodgers provided information regarding the components of new water costs and operational estimate summary. He stated that the agreement would be on the February 6, 2018 council agenda for consideration. Mr. Rodgers stated the concerns with the draft agreement had been sufficiently addressed as he had discussed with the City Attorney and then with GRBA. Representatives of the GBRA were present to provide additional explanation of the long-term treated water supply and to answer any questions.

Darrell Nichols of GBRA provided information about the proposed agreement. He recommended that the Council pursue funding through the SWIFT program.

There was discussion regarding the agreement and the long-term treated water supply plan.

ITEM 4. ADJOURNMENT.

Councilmember Westmoreland made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:05 p.m.

PASSED and APPROVED this the 6th day of February 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary



Regular Meeting 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: February 6, 2018 | | | | |
| Department: Fire | | | Initials | Date |
| Department Head: Randy Jenkins | | Asst. City Manager | | |
| Dept. Signature: <i>W.L. Jenkins</i> | | City Manager <i>AP</i> | | |
| Agenda Item Coordinator/Contact (include phone #): Randy Jenkins, 512-398-2321 ext. 262 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider approval of a grant application by Lockhart Fire Rescue to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG). | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: 2018 | 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 primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments. The grant request is for a Mini-Pumper fire apparatus. The apparatus would be used as a front-line response vehicle to medical, structure fires, wrecks, and other emergencies. Total grant is \$293,500 for vehicle and equipment. Cities match if awarded would be \$13,976 or 5% of cost. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends approval of submittal of application by Lockhart Fire Rescue to the Assistance to Firefighters Grant. | | | | |
| List of Supporting Documents: • AFG Application • Vehicle Diagram | | Other Departments, Boards, Commissions or Agencies: | | |

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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
AFG Application (General Questions and Narrative)

OMB No.: 1660-0054
Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form.

Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

Applicant's Acknowledgements

- * I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- * As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- * I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).
- * I certify that the applicant organization is aware that this application period is open from 12/26/2017 to 02/02/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- * I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/qpd_ehp_screening_form_51815.pdf
- * I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

1/18/2018

Applicant's Acknowledgements Application Number: EMW-2017-FV-00230

Signed by **William R. Jenkins** on **2017-12-27 22:16:49.0**

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Overview

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* Did you attend one of the workshops conducted by an AFG regional fire program specialist?

Yes, I have attended workshop

* Did you participate in a webinar that was conducted by AFG?

Yes

* Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?

Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section. **Fields marked with an * are required.**

Preparer Information

Preparer's Name

Address 1

Address 2

City

State

Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title

Fire Chief / EMC

Prefix (select one)

Mr.

* First Name

William

1/18/2018

Overview Application Number: EMW-2017-FV-00230

Middle Initial

R.

* Last Name

Jenkins

* Primary Phone

817-774-6309 Ext. Type cell

* Secondary Phone

512-398-2321 Ext. Type work

Optional Phone

Type

Fax

* Email

rjenkins@lockhart-tx.org

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FEMA Form 080-0-2

Contact Information

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Alternate Contact Information Number 1

* Title Captain
 Prefix (select one) Mr.
 * First Name Ryan
 Middle Initial
 * Last Name Bergerson
 * Primary Phone 512-376-1746 Ext. Type cell
 * Secondary Phone 512-398-2321 Ext. Type work
 Optional Phone Type
 Fax
 * Email rbergerson@lockhart-tx.org

Alternate Contact Information Number 2

* Title Administrative Assistant
 Prefix (select one) Mrs.
 * First Name Rose
 Middle Initial
 * Last Name Hanson
 * Primary Phone 512-376-5679 Ext. Type cell
 * Secondary Phone 512-398-2321 Ext. Type work
 Optional Phone Type
 Fax
 * Email rhanson@lockhart-tx.org

Applicant Information

EMW-2017-FV-00230

Originally submitted on 01/18/2018 by William Jenkins (Userid: lockhartfr)

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Contact Information:

Address: 201 W. Market St.
City: Lockhart
State: Texas
Zip: 78644
Day Phone: 5123982321
Evening Phone: 8177746309
Cell Phone: 8177746309
Email: rjenkins@lockhart-tx.org

Application number is EMW-2017-FV-00230

* Organization Name

Lockhart, City of

* Type of Applicant

Fire Department/Fire District

* **Fire Department/District, Non-Affiliated EMS, and Regional applicants**, select type of Jurisdiction Served :
If "Other", please enter the type of Jurisdiction

City

SAM.gov (System For Award Management)

* What is the legal name of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

LOCKHART, CITY OF

* What is the legal business address of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1

P.O. Box 239

Mailing Address 2

* City

Lockhart

* State

Texas

* Zip

78644 - 0239

Need help for ZIP+4?

* Employer Identification Number (e.g. 12-3456789)
Note: This information must match your SAM.gov profile.

74-6001634

* Is your organization using the DUNS number of your Jurisdiction?

Yes

22

I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)

* What is your 9 digit DUNS number?

074616863

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.
Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?

Yes

* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.

Headquarters or Main Station Physical Address

* Physical Address 1

201 W. Market St.

Physical Address 2

* City

Lockhart

* State

Texas

* Zip

78644 - 0239

Need help for ZIP+4?

Mailing Address

* Mailing Address 1

P.O. Box 239

Mailing Address 2

1/18/2018

- * City
- * State
- * Zip

Bank Account Information

* The bank account being used is: (Please select one from the right)

Note: The following banking information must match your SAM.gov profile.

* Type of bank account

* Bank routing number - 9 digit number on the bottom left hand corner of your check

082907273

* **Your account number**

2127500664

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?

* Is the applicant delinquent on any Federal debt?

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

FEMA Form 080-0-2

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Fire Department/Fire District Department Characteristics (Part I)

42

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?

No

* What kind of organization do you represent?

Combination

If you answered "Combination", above, how many career members in your organization? (whole numbers only)

17

If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)

0

* What type of community does your organization serve?

Suburban

* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters)

No

* What is the square mileage of your first-due response area? (whole number only)

16

* What percentage of your response area is protected by hydrants? (whole number only)

95 %

* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Caldwell

* Does your organization protect critical infrastructure?

Yes

If "Yes", please describe the critical infrastructure protected below:

City of Lockhart public water system.

* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties?

50 %

* What percentage of your primary response area is for commercial and industrial purposes?

15 %

* What percentage of your primary response area is used for residential purposes?

35 %

25

* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? (whole numbers only) 12698

* Do you have a seasonal increase in population? No

If "Yes" what is your seasonal increase in population?

* How many active firefighters does your department have who perform firefighting duties? (whole numbers only) 12

* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only) 12

Does your department have a Community Paramedic program? No

How many personnel are trained to the Community Paramedic level? (whole numbers only) 0

* How many stations are operated by your organization? (whole numbers only) 1

* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)? Yes

* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes

Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy.

If you answered "Yes" above, please enter your FDIN/FDID BR503

* How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only) 12

* How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I) 12

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your

membership up to Firefighter II.

* What services does your organization provide?

| | | |
|--|--|--|
| Airport Rescue Firefighting (ARFF) Basic Life Support | Emergency Medical Responder Haz-Mat Operational Level | Rescue Operational Level Structural Fire Suppression Wildland Fire Suppression |
|--|--|--|

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* Please describe your organization and/or community that you serve.

The City of Lockhart is a rural city with a defined downtown which serves as the county seat of Caldwell County. The median income for a household in the city was \$36,762, and the median income for a family was \$41,111. The per capita income for the city was \$13,621. About 12.2% of families and 14.6% of the population were below the poverty line, including 14.8% of those under age 18 and 18.1% of those age 65 or over.

Lockhart Fire Rescue is a combination fire department with 15 paid positions, paid fire marshal position , and a paid fire chief. The department has a part time administrative assistant. The department currently has one active volunteer member. The department has three shifts which work 24 on and 48 off. A daily shift staffing of five (5) personnel with a minimum staffing of four (4) personnel. Fire Station #1 is located at 201 W. Market ST. Apparatus at Fire Station #1 includes Engine 4, (class 1 pumper) staffed with Captain, Engineer, and one or two firefighters, Rescue 1 (pick-up) staffed with two (2) firefighters, Brush 1 (wildland vehicle) staffed as needed. Two staff vehicles for the Fire Chief and Fire Marshal. Reserve apparatus of Engine 2 (class A pumper) and Engine 1 (class A pumper) at located at another location. The department provides response to all emergency incidents and provides first response to all high priority ems in the City of Lockhart.

FEMA Form 080-0-2

Fire Department Characteristics (Part II)

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* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?

| 2016 | 2015 | 2014 |
|------|------|------|
| 0 | 0 | 0 |

* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?

| | | |
|---|---|---|
| 0 | 0 | 0 |
|---|---|---|

* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?

| | | |
|---|---|---|
| 0 | 0 | 0 |
|---|---|---|

* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?

| | | |
|---|---|---|
| 0 | 0 | 0 |
|---|---|---|

*Over the last three years, what was your organization's operating budget?

1273256

* How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?

1,120,914

Does your department have any rainy day reserves, emergency funds, or capital outlay?

| |
|----|
| No |
|----|

If Yes, what is the total amount currently set aside?

If Yes, describe the planned purpose of this fund

* What percentage of your annual operating budget is derived from:
Enter numbers only, percentages must sum up to 100%

| | 2016 | 2015 | 2014 |
|--------------|-------|-------|-------|
| Taxes? | 100 % | 100 % | 100 % |
| Bond Issues? | 0 % | 0 % | 0 % |
| EMS Billing? | 0 % | 0 % | 0 % |
| Grants? | 0 % | 0 % | 0 % |
| Donations? | 0 % | 0 % | 0 % |
| Fund drives? | 0 % | 0 % | 0 % |

| | | | |
|------------------|-----|-----|-----|
| Fee for Service? | 0 % | 0 % | 0 % |
|------------------|-----|-----|-----|

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* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

Lockhart is a rural community with a population of approximately 12,698 people and serves as the county seat of Caldwell County. According to USA City Facts, Lockhart has a poverty rate of 17.9%, an unemployment rate of 10.8%, and a median worker income of \$21,204, which is lower than the national average of \$29,701. As a small rural community financially the city struggles to maintain the staffing and equipment to operate a paid fire department. Due to low compensation, station and response equipment, Lockhart has not been able to maintain its staffing levels due to people leaving for other opportunities. By receiving this award Lockhart will significantly improve its response equipment, and be able to allocate additional funding for manpower and equipment.

* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

| Type or Class of Vehicle | Number of Front Line Apparatus | Number of Reserve Apparatus | Number of Seated Riding Positions |
|--|--------------------------------|-----------------------------|-----------------------------------|
| Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface | 1 | 2 | 10 |
| Ambulances for transport and/or emergency response: | 0 | 0 | 0 |
| Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more): | 0 | 0 | 0 |
| Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint | 0 | 0 | 0 |
| Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine | 1 | 0 | 2 |
| Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit | 1 | 1 | 4 |
| Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support | 0 | 0 | 0 |

| | | | | |
|--|--|--|--|--|
| (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle | | | | |
|--|--|--|--|--|

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Fire Department Call Volume

2016

2015

2014

* **Summary** of responses per year by category (Enter whole number only.
If you have no calls for any of the categories, Enter 0)

| | 2016 | 2015 | 2014 |
|--|------|------|------|
| Fire - NFIRS Series 100 | 39 | 47 | 33 |
| Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200 | 0 | 0 | 4 |
| Rescue & Emergency Medical Service Incident - NFIRS Series 300 | 1107 | 1184 | 1381 |
| Hazardous Condition (No Fire) - NFIRS Series 400 | 51 | 62 | 53 |
| Service Call - NFIRS Series 500 | 137 | 115 | 101 |
| Good Intent Call - NFIRS Series 600 | 78 | 136 | 258 |
| False Alarm & False Call - NFIRS Series 700 | 77 | 60 | 45 |
| Severe Weather & Natural Disaster - NFIRS Series 800 | 0 | 3 | 2 |
| Special Incident Type - NFIRS Series 900 | 5 | 3 | 2 |

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

| | | | |
|---|----|----|----|
| Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120) | 18 | 16 | 8 |
| Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138) | 7 | 9 | 7 |
| Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143) | 10 | 12 | 10 |
| What is the total acreage of all vegetation fires? | 21 | 11 | 0 |

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

| | | | |
|---|-----|----|----|
| Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324) | 102 | 71 | 73 |
| Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352) | 3 | 5 | 5 |
| Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381) | 3 | 4 | 7 |

| | | | |
|---|-----|------|------|
| How many EMS-BLS Response Calls | 997 | 1100 | 1292 |
| How many EMS-ALS Response Calls | 0 | 0 | 0 |
| How many EMS-BLS Scheduled Transports | 0 | 0 | 0 |
| How many EMS-ALS Scheduled Transports | 0 | 0 | 0 |
| How many Community Paramedic Response Calls | 0 | 0 | 0 |

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MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

| | | | |
|---|---|---|----|
| How many times did your organization receive Mutual Aid? | 3 | 6 | 8 |
| How many times did your organization receive Automatic Aid? | 1 | 0 | 5 |
| How many times did your organization provide Mutual Aid? | 0 | 8 | 11 |
| How many times did your organization provide Automatic Aid? | 0 | 1 | 0 |
| Of the Mutual and Automatic Aid responses, how many were structure fires? | 0 | 1 | 1 |

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications..**

Program Name

Vehicle Acquisition

2. Will this grant benefit more than one organization?

| |
|----|
| No |
|----|

| | |
|---|----|
| * 3. Is your department facing a new risk, expanding service to new area, or experiencing an increased call volume? | No |
|---|----|

If you answered "Yes" to Question 3., please explain how your department is facing a new risk, expanding service to new area, or experiencing an increased call volume

4. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

| | |
|---|----|
| * 5. Are you requesting a Micro Grant? A Micro Grant is limited to \$25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants. | No |
|---|----|

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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
Activity Specific Questions for AFG Vehicle Applicants

OMB No.: 1660-0054

Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 11 hours per response for FEMA Form 080-0-2a "Activity Specific Questions for AFG Vehicle Applicants". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form.

Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

Request Details

The activities for program **Vehicle Acquisition** are listed in the table below.

| Item | Total Cost | Additional Funding | Action |
|--|------------|--------------------|--|
| Pumper/Engine (750 gpm or more and holds a minimum of 300 gallons or more) | \$ 260,000 | \$ 33,500 | View Details Additional Funding Narrative |
| Vehicle Inventory | | | View Vehicle Inventory |
| Grant-writing fee associated with the preparation of this request. | | \$0 | |

FEMA Form 080-0-2a

Budget

34

Budget Object Class

| | |
|------------------------------|------------|
| a. Personnel | \$ 0 |
| b. Fringe Benefits | \$ 0 |
| c. Travel | \$ 0 |
| d. Equipment | \$ 293,500 |
| e. Supplies | \$ 0 |
| f. Contractual | \$ 0 |
| g. Construction | \$ 0 |
| h. Other | \$ 0 |
| i. Indirect Charges | \$ 0 |
| j. State Taxes | \$ 0 |
| Federal and Applicant Share | |
| Federal Share | \$ 279,524 |
| Applicant Share | \$ 13,976 |
| Applicant Share of Award (%) | 5 |

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 13,976)

| | |
|------------------|-----------|
| a. Applicant | \$ 13,976 |
| b. State | \$ 0 |
| c. Local | \$ 0 |
| d. Other Sources | \$ 0 |

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

SC

Total Budget

\$ 293,500

FEMA Form 080-0-2a

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of

1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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Signed by **William Jenkins** on **01/16/2018**

Form 20-16C**You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

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(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

| Street | City | State | Zip | Action |
|-------------------|----------|-------|-------------|----------------------|
| 201 W. Market St. | Lockhart | Texas | 78644 -0239 | View |

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **William Jenkins** on **01/16/2018**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

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Submit Application

| Application Area | Status |
|--------------------------------|---------------|
| Applicant's Acknowledgements | Complete |
| Overview | Complete |
| Contact Information | Complete |
| Applicant Information | Complete |
| Applicant Characteristics (I) | Complete |
| Applicant Characteristics (II) | Complete |
| Department Call Volume | Complete |
| Request Information | Complete |
| Request Details | Complete |
| Budget | Complete |
| Narrative Statement | Complete |
| Assurances and Certifications | Complete |

en

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: Fields marked with an * are required.

I, William Jenkins, am hereby providing my signature for this application as of 18-Jan-2018.

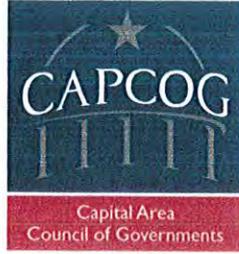


Work Session Item # _____

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: February 6, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> 2-1-2018 |
| 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 formal acceptance of a Capital Area Council of Governments (CAPCOG) Household Hazardous Waste Collection Event Grant in the amount of \$16,000 to held in the Spring of 2019 with a local cash match of \$4,000, and a local in-kind labor/services valued at \$6,565 | | | | |
| 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): \$4,000 to be included in the FY 18-19 | | | | |
| SUMMARY OF ITEM | | | | |
| Julie Bowermon, working with the City Manager, applied for this grant as the City has in past; she also made the CAPCOG Board presentation. The event would be held in the Spring of 2019. The event has been historically successful. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager respectfully requests approval of acceptance of the grant. | | | | |
| List of Supporting Documents: Grant Information | | | Other Departments, Boards, Commissions or Agencies: | |



CAPCOG FY 2018 – 2019 SOLID WASTE GRANT APPLICATION FORMS 1-6

November 3, 2017

Please detach the instruction pages prior to submitting the following application forms. Please remember to make a copy of your application for your records. An electronic copy of the completed application should also be submitted.

*Approved
Jan 2018*

| Budget Category | | Funding Amount |
|--|-------|---|
| 1. Personnel/Salaries | | \$0.00 |
| 2. Fringe Benefits | | \$0.00 |
| 3. Travel | | \$0.00 |
| 4. Supplies | | \$0.00 |
| 5. Equipment | | \$0.00 |
| 6. Construction | | \$0.00 |
| 7. Contractual | | \$16,000.00 |
| 8. Other | | \$0.00 |
| 9. Total Direct Charges (sum of 1-8) | | \$16,000.00 |
| 10. Indirect Charges * | | \$0.00 |
| 11. Total (sum of 9 - 10) | | \$16,000.00 |
| 12. Fringe Benefit Rate: | 0.00% | Assumed to apply to salaries unless otherwise explained |
| 13. Indirect Cost Rate: | 0.00% | |
| <p>Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:</p> | | |
| <p>*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Your latest indirect cost allocation plan MUST be attached.</p> | | |
| <p>Please complete any of the following detailed budget forms that are applicable.</p> | | |



January 24, 2018

Mr. Gill Camps
Texas Commission on Environmental Quality
Pollution Prevention and Education
MC-108
P.O. Box 13087
Austin, Texas 78711-3087

Dear Mr. Camps:

The City of Lockhart is authorized to conduct their one-day Household Hazardous Waste (HHW) Event on Saturday, April 28, 2018 at Lockhart City Park (504 E City Park Road). Stericycle Environmental Solutions, Inc.(Philip Reclamation Services, Houston, LLC) is the hazardous waste disposal contractor for the City of Lockhart.

The City of Lockhart has held several HHW events, and we are pleased once again to support this one-day collection event.

Sincerely,

Lew White
Mayor

Cc: Vance Rodgers, City Manager
Pam Ford, Stericycle Environmental Solutions, Inc.

Final FY 2018-2019 Solid Waste Grant Scoring- January 19, 2018

| Applicant | Priority | Project Type* | Description | Amount Requested | Funding Remaining | Cash Match | In-Kind | Total Match and In-kind | Total Project Cost | Objective Score | Subjective Average | Final Score |
|-------------------------|----------|---------------|---|------------------|-------------------|-------------|-------------|-------------------------|--------------------|-----------------|--------------------|-------------|
| Blanco County | 1 | HHW | HHW Collection Event | \$12,000.00 | \$165,766.00 | \$18,000.00 | \$5,200.00 | \$23,200.00 | \$35,200.00 | 43 | 43.33 | 86.33 |
| Lakeway, City of | 1 | HHW | HHW Facility Improvements - Forklift | \$12,500.00 | \$153,266.00 | \$12,500.00 | \$0.00 | \$12,500.00 | \$25,000.00 | 43 | 42.94 | 85.94 |
| Bastrop County | 1 | HHW | HHW Facility Improvements & Outreach Materials | \$46,250.00 | \$107,016.00 | \$10,800.00 | \$8,174.00 | \$18,974.00 | \$65,224.00 | 43 | 42.94 | 85.94 |
| Burnet County | 1 | HHW | HHW Collection Event | \$35,000.00 | \$72,016.00 | \$28,950.00 | \$9,965.58 | \$38,915.58 | \$73,915.58 | 38 | 44.38 | 82.38 |
| Llano County | 1 | HHW | HHW Collection Events (2) | \$20,000.00 | \$52,016.00 | \$4,000.00 | \$8,000.00 | \$12,000.00 | \$32,000.00 | 38 | 42.81 | 80.81 |
| Lockhart, City of | 1 | HHW | HHW Collection Event | \$16,000.00 | \$36,016.00 | \$4,000.00 | \$2,565.00 | \$6,565.00 | \$22,565.00 | 38 | 42.69 | 80.69 |
| Buda, City of | 1 | HHW | HHW Collection Event | \$10,500.00 | \$25,516.00 | \$2,704.00 | \$940.00 | \$3,644.00 | \$14,144.00 | 40 | 40.63 | 80.63 |
| Granite Shoals, City of | 1 | LIDC-CCE | Community Collection Event in FY 2018 | \$6,450.00 | \$19,066.00 | | | \$7,039.00 | \$13,489.00 | 38 | 41.18 | 79.18 |
| Lago Vista, City of | 1 | HHW | HHW Collection Event | \$17,400.00 | \$1,666.00 | \$0.00 | \$9,443.29 | \$9,443.29 | \$26,843.29 | 40 | 38.87 | 78.87 |
| Caldwell County | 1 | LIDC-CCE | Community Collection Events (4) & a Scrap Tire Collection Event | \$11,360.05 | -\$9,694.05 | \$0.00 | \$31,438.92 | \$31,438.92 | \$42,798.97 | 38 | 40.53 | 78.53 |
| Smithville, City of | 1 | SRR | Recycling Facility Enhancement | \$6,500.00 | -\$16,194.05 | \$0.00 | \$8,211.00 | \$8,211.00 | \$14,711.00 | 33 | 38.06 | 71.06 |
| Granite Shoals, City of | 2 | LIDC-CCE | Community Collection Event in FY 2019 | \$6,450.00 | -\$22,644.05 | | | \$7,039.00 | \$13,489.00 | 38 | 36.29 | 74.29 |
| Burnet County | 2 | LE | Illegal Dumping Enforcement Program | \$35,541.81 | -\$58,185.86 | \$0.00 | \$22,027.57 | \$22,027.57 | \$57,569.38 | 25 | 40.94 | 65.94 |
| Buda, City of | 2 | SRR | Recycling Trailer & Carts | \$5,500.00 | -\$63,685.86 | \$0.00 | \$746.60 | \$746.60 | \$6,246.60 | 25 | 31.00 | 56.00 |

Available Funding \$177,766.00

*Project Type Key:

- LE Local Enforcement
- LIDC-CCE Litter and Illegal Dumping Cleanup/Community Collection Event
- HHW Household Hazardous Waste
- SRR Source Reduction and Recycling

Grant submitted by Julie Bowermon on behalf of City Council and approved by CAPCOG

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**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: February 6, 2018 | | | | |
| Department: City Secretary | | Initials | Date | |
| Department Head: Ernest Pedraza | Asst. City Manager | | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | <i>2-2-2018</i> | |
| Agenda Item Coordinator/Contact (include phone #): John Roescher 398-4401 | | | | |
| ACTION REQUESTED: 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 OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or Action regarding an Interlocal Cooperation Agreement between City of Austin and City of Lockhart for Maintenance and Repair of Radio Equipment. | | | | |
| FINANCIAL SUMMARY | | | | |
| X 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 | | | | |
| An agreement with the City of Austin Wireless Communication Services to use as an additional resource for maintenance of our handheld and mobile radios, to include repairs and programming as needed. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends approval. | | | | |
| List of Supporting Documents: Document - Radio Maintenance Interlocal – Lockhart | | Other Departments, Boards, Commissions or Agencies: | | |

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF AUSTIN
AND CITY OF LOCKHART, TEXAS**

For

**INSTALLATION, CONFIGURATION, MAINTENANCE, AND REPAIR
OF PUBLIC SAFETY EQUIPMENT AND SYSTEMS**

I. Recitals

- A. This interlocal agreement (“Agreement”) is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.
- B. Recognizing 1) the importance of the City of Austin’s (“City”) and the City of Lockhart, Texas (“Lockhart”) collectively the “Parties” participation in the Greater Austin-Travis County Regional Radio System (“GATRRS”) which provides radio communications for public safety agencies in the Austin-Travis County region, 2) the City’s role as GATRRS Program Manager, and 3) the public purpose of promoting and ensuring public safety through consistent maintenance and repair of GATRRS member video/audio systems, the Parties hereby agree to enter into this video/audio system maintenance agreement (“Agreement”) as follows:

II. Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to September 30, 2018. Following this initial term, the Agreement shall automatically renew each October 1st (the “Renewal Date”) each year unless terminated pursuant to the terms of this Agreement. It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party’s current fiscal year. If, for any fiscal year of any party, funds are not appropriated for such party’s performance of its obligations under this

Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

III. Services

- A. City shall install, configure, maintain, and repair the following equipment at City of Lockhart's request: mobile, portable, and fixed two-way radios and other wireless devices, antennas, speakers, and ancillary equipment, sirens, light bars, controllers, in-vehicle video systems, mobile data computers and related hardware and cabling, pagers, and any other similar or related public safety emergency response equipment.
- B. City shall provide primary maintenance services for the equipment at the City Wireless Communication Services Division radio repair facility (or facilities). The service shall include the regular inspection of the equipment and any maintenance or repair necessary to maintain it in good working order. Upon request, the City shall also install and remove equipment from vehicles for reuse or disposal.

IV. Rates, Billing, & Payments

- A. The rates for service are detailed in Schedule 1 to this Agreement. City may revise Schedule 1 to adjust service rates as needed without further action by the Austin City Council or Lockhart provided that City shall provide not less than sixty (60) days advance written notice to Lockhart before any revision to Schedule 1 is effective.
- B. Estimated total billing is \$5,000 per year. Billing will be from the 21st of the month through the 20th of the following month.
- C. City's billing period is from the 21st day of each month through the 20th day of the following month. City will invoice Lockhart no later than the 14th day of the month following the end of each billing period, with the invoice dated on the day it is sent. Lockhart will pay City within thirty (30) days of receipt of any invoice for services under this Agreement.

V. Termination

Either Party may terminate this Agreement in whole or in part if the other Party fails to comply with any term or condition of the Agreement, including the inability of City to conform to changes required by federal, state, or local laws or regulations. The terminating Party shall notify the other Party of the decision to terminate this Agreement at least sixty (60) days before the effective date of termination, and in the case of a partial termination, the portion of the Agreement to be terminated. The other Party may avoid

termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating Party. In the event that City notifies Lockhart of a change in rates that is not acceptable to Lockhart, Lockhart shall notify City and provide at least sixty (60) days notice of the effective date of termination. If either Party terminates this Agreement, City has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

VI. Disclaimer of Warranty and Limitation of Liability

- A. Disclaimer of Warranties. **AUSTIN MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- B. Limitation of Liability. (a) **IN NO EVENT SHALL AUSTIN BE LIABLE TO UNIVERSITY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT (OR LOSS OF DATA OR DIMINUTION IN VALUE), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUSTIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL AUSTIN'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO AUSTIN PURSUANT TO THE APPLICABLE SERVICE ORDER GIVING RISE TO THE CLAIM.**

VII. Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii)

one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to City of Lockhart

Name:
Title:
Address:

Phone:
Email:

If to City:

Name: Robert Turner (or successor)
Title: Acting Wireless Communication Services Manager, City of Austin
Address: City of Austin Wireless Communication Services Division
1006 Smith Road
Austin, TX 78721
Phone: (512) 972-3209
Email: Robert.turner@austintexas.gov

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

VIII. Miscellaneous

- A. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- B. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED:

CITY OF LOCKHART

By: _____

Date: _____

CITY OF AUSTIN

By: _____

Date: _____

**Elaine Hart
Interim City Manager**

DRAFT

**SCHEDULE 1
WIRELESS COMMUNICATION SERVICES
RATE OF PAY**

**CITY OF AUSTIN FISCAL YEAR 2018
(October 1, 2017, through September 30, 2018)**

Labor

1. \$73.00 per hour for work performed during Regular Business Hours.
2. \$109.50 per hour for work performed outside Regular Business Hours when customer requests work to be performed during these hours.
3. A per-visit response vehicle fee to customer's stationary wireless equipment sites of \$39.52. This includes only the cost to send a service van and equipment to the customer's service call location, and does not include the cost of labor. Labor will be billed at standard hourly labor rates to cover the travel time of technicians "to" and "from" the customer's service call location.

Parts

4. Parts and supplies used in the performance of maintenance or repair services billed at the City's documented vendor's invoiced cost to City, plus 15%.

**CITY OF AUSTIN FISCAL YEAR 2019 – NEW RATES IN EFFECT
(October 1, 2018, through September 30, 2019)**

Labor

1. \$70.25 per hour for work performed during Regular Business Hours.
2. \$105.37 per hour for work performed outside Regular Business Hours when customer requests work to be performed during these hours.
3. A per-visit response vehicle fee to customer's stationary wireless equipment sites of \$40.70. This includes only the cost to send a service van and equipment to the customer's service call location, and does not include the cost of labor. Labor will be billed at standard hourly labor rates to cover the travel time of technicians "to" and "from" the customer's service call location.

Parts

4. Parts and supplies used in the performance of maintenance or repair services billed at the City's documented vendor's invoiced cost to City, plus 15%.



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: February 6, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> 1-29-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider two four (4) year contracts with the Lower Colorado River Authority (LCRA) to provide Visual Inspection Services and Infrared Inspection Services for Lockhart's electrical distribution system which are essential in identifying preventive maintenance tasks; both services would be invoiced a total of \$1,476.30 per month on LCRA power invoices, and appointing the City Manager to sign the contracts 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): | | | | |
| SUMMARY OF ITEM | | | | |
| The City of Lockhart has used these LCRA contractual services for several years. The data obtained from these services is used by the Electric Distribution Department to identify preventive maintenance projects and repair tasks in the City's electric distribution. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager and Bob Leos, Electric Superintendent, recommend approval of the contracts as presented. | | | | |
| List of Supporting Documents: Contracts | | Other Departments, Boards, Commissions or Agencies: | | |

August 4, 2017

LCRA

Improvements to LCRA Distribution Inspections since 2007

Personnel

Our personnel has remained the same over the last 17 years with the Field Staff receiving critical safety training in distribution systems. They are all dedicated to providing the best, and most complete, service to each of our customers. The same field and office staff work on each of the cities which means delivery of a consistent product each inspection cycle to each customer.

Equipment

Over the past three years we've upgraded our computers in the field allowing us to move to a digital method of field data collection. We've also purchased a new FLIR T640 camera which provides higher resolution resulting in crisper, sharper images. It's more accurate when detecting temperature differences from longer distances. The T640 captures regular images simultaneously with the infrared image, reducing the amount of time spent documenting deficiencies. Geolocation is logged with each image and stored automatically in the properties and report file. The T640 has a higher temperature range than the old PM675 (up to 3632°F vs. 932°F). It also has a slightly longer battery life. We've upgraded computing capabilities in the office as well and moved to a GIS based system of mapping. Using ESRI systems and mapping tools gives us the flexibility to integrate standard mapping deliverables with other industry standard mapping and modeling software.

Process Improvements

In the past our field crew would record, by hand, observed electric system elements onto paper maps. Today we record data electronically onto maps for quicker transfer of field data to office mapping systems and into our permanent record. The maps are processed and delivered faster and into the hands of the customer more quickly. From the office, we're able to review past inspections by year, which was not done in the past. We save a version of each new inspection as its finalized, whereas before, each previous inspection was "overwritten" as a result of updating the base map. We deliver electronic copies of all new maps and reports to supplement the paper copies. We're able to fulfill most requests related to the system. A few examples are 1) being able to provide a list of how many feet of a certain type of conductor is in a system, 2) how many feet of one, two, or three-phase primary line is in a system, and 3) being able to provide shapefiles for emergency response teams who need such crucial data.

Vance Rodgers

From: Bill Jerram <Bill.Jerram@LCRA.ORG>
Sent: Friday, January 19, 2018 2:14 PM
To: Vance Rodgers
Cc: Bobby Leos; Allan Kunze
Subject: City of Lockhart - Visual and Infrared Inspection Contracts
Attachments: City of Lockhart - Visual Inspection 2018-2022.pdf; Improvements to Distribution Inspections since 2007.pdf; City of Lockhart - IR 2018.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Vance,

First off, congrats on the announcement of your retirement this summer! Good for you! I wish you the best in your future endeavors.

Also, we are updating our Visual and Infrared Inspection contracts with our customers. We are moving toward uniform 4 year contracts to manage workloads better. Your previous contracts were signed in 2007.

Your current Visual Inspection Contract is for \$1,418.72/month with a report delivered every 2.5 years. The new 4 year contract (one report within every 4 years) will be at a rate of \$886.71/month. So the monthly charge on the power bill will go down, but so will the frequency of report.

Similarly, your current Infrared Inspection Contract is for \$660.20/month with a report delivered every 2 years. The new IR 4 year contract (one report within every 4 years) is at a rate of \$589.58/month. So again, the monthly charge on the power bill will go down, but so will the frequency of report.

I have attached the contracts with associated Scopes of Work as well as a list of improvements to our distribution inspections since 2007. There have been no price increases since 2007 either.

I am available to come visit with you if you would like to discuss – my schedule is pretty open this coming Monday, Jan 22 – Wednesday, Jan 24, if that would work for you.

I know you will have to bring these to your council so please let me know if you need any more information from me.

Thanks, and have a great weekend,

Bill

Bill Jerram
Lower Colorado River Authority | Transmission Customer Representative
☎ 512-578-3250 📠 512-940-6713
Bill.Jerram@lcra.org

Bill Jerram
Lower Colorado River Authority | Transmission Customer Representative
☎ 512-578-3250 📠 512-940-6713

LCRA CUSTOMER SERVICES CONTRACT



(Form TS400 rev.12-21-07)

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

PROJECT: Infrared Inspection Agreement

DATE SUBMITTED:

SCOPE OF SERVICES:

Perform an infrared inspection of the City of Lockhart's electric distribution system per the attached scope of services. The total contract amount of \$28,300 will be divided out over 48 months and will be added to the City's monthly power billing. The first billing will appear on the April 1, 2018 power bill. The 48th payment will appear on the March 1, 2022 power billing. The monthly amount is \$589.58/month.

SCHEDULE:

Targeted Completion Date: Tuesday, March 01, 2022

Begins: Starts: TBD, the work can begin anytime after contract signing.

Completion: This agreement will end on 3/1/2022.

CONTRACT TYPE & PRICE:

Type: Independent Contract

Infrared Inspection
Cost: \$589.58 per month
for 48 months

Billing Method: Power Billing

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: Stuart Nelson

Title: _____

Title: Sr. VP, Transmisison Business Development

Date: _____

Date: _____

OFFICE USE ONLY

Job Description: City of Lockhart Visual Inspection

Account: 0

Approved By: _____

LCRA Work Order: _____

Actual Completion Date: _____

Assigned Contract Agent: Stuart Nelson

Assigned Contract Administrator: Bill Jerram

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**Statement of Work for
Surveying and Mapping Services**
ELECTRICAL SYSTEM INFRARED INSPECTION SERVICES
August 2017

GENERAL DESCRIPTION

Lower Colorado River Authority will provide Surveying and Mapping services for infrared (IR) inspection of the distribution system. Data acquisition in the field and data compilation and mapping in the office will be performed by LCRA employees.

SCOPE OF WORK

LCRA Survey crew will inspect the distribution system and make record of those system elements that appear to show excess heat. The elements inspected will include; line connection points, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, and reclosers. LCRA Survey technician will transfer the field data onto basemaps with attribute information for the elements mapped. Each mapset will be dated and stored for each inspection cycle to provide a unique and historic record as time progresses. The services provided are not intended to be a statement of serviceability of any particular element in the distribution system.

DELIVERABLES

- Base map showing city streets and the system at the Primary and Secondary Circuit level and the substation(s)
- Each element located graphically:
 - Elements or items include: transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, and reclosers.
- Deficiencies will be noted in the map symbology and by report.
- Report showing an approximate address, photograph, infrared image, temperature, and level of attention needed of the element in question, and a deficiency "letter" for identification and reference to the map.
- Maps and reports will be delivered in hard copy and electronic media (.pdf).
- ArcInfo shapefiles will be made available upon request.

LCRA will provide:

Staff, tools, and materials necessary to perform the outlined work and create the noted deliverables.

LCRA CUSTOMER SERVICES CONTRACT



(Form TS400 rev.12-21-07)

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

PROJECT: Visual Inspection Agreement

DATE SUBMITTED: January 08, 2018

SCOPE OF SERVICES:

Perform an visual inspection of the City of Lockhart's electric distribution system per the attached scope of services. The total contract amount of \$42,562 will be divided out over 48 months and will be added to the City's monthly power billing. The first billing will appear on the April 1, 2018 power bill. The 48th payment will appear on the March 1, 2022 power billing. The monthly amount is \$886.71/month.

SCHEDULE:

Targeted Completion Date: Tuesday, March 01, 2022

Begins: Starts: TBD, the work can begin anytime after contract signing.

Completion: This agreement will end on March 1, 2022.

CONTRACT TYPE & PRICE:

Type: Independent Contract

Infrared Inspection
Cost: \$886.71 per month
for 48 months

Billing Method: Power Billing

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:** _____

Stuart Nelson

Title: _____ **Title:** Sr. VP, Transmisison Business Development

Date: _____ **Date:** _____

OFFICE USE ONLY

Job Description: City of Lockhart Visual Inspection

Account: 0

Approved By: _____

LCRA Work Order: _____

Actual Completion Date: _____

Assigned Contract Agent: Stuart Nelson

Assigned Contract Administrator: Bill Jerram



**Statement of Work for
Surveying and Mapping Services**
ELECTRICAL SYSTEM VISUAL INSPECTION SERVICES
August 2017

GENERAL DESCRIPTION

Lower Colorado River Authority will provide Mapping services for visual inspection of the distribution system. Data acquisition in the field and data compilation and mapping in the office will be performed by LCRA employees.

SCOPE OF WORK

LCRA Survey crew will inspect the distribution system and make record of the size, type, general location, and general condition of each element, both overhead and underground, in the system. The elements inspected will include; poles, lines, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, street lights, and reclosers. Necessary vegetation management areas will be identified. LCRA Survey technician will transfer the field data onto basemaps with attribute information for all elements mapped. Each mapset will be dated and stored for each inspection cycle to provide a unique and historic record as time progresses. The services provided are not intended to be a statement of serviceability of any particular element in the distribution system.

DELIVERABLES

- Base map showing city streets and the system at the Primary and Secondary Circuit level
- Each element located graphically:
 - Elements or items include: poles, lines, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, street lights, and reclosers.
- Deficiencies will be noted in the map symbology and by report.
- The report will include deficiencies and quantities, a deficiency legend, inspection notes and photos and areas of vegetation management.
- Maps and reports will be delivered in hard copy and electronic media (.pdf).
- ArcInfo shapefiles will be made available upon request.

LCRA will provide:

Staff, tools, and materials necessary to perform the outlined work and create the noted deliverables.

Vance Rodgers

From: Bobby Leos
Sent: Monday, January 22, 2018 7:48 AM
To: Vance Rodgers
Subject: Visual and Infrared Inspections (LCRA)

Vance,

Here are a few reasons we should keep this service with the LCRA,

1. – These inspections find the worst electrical problems we have on the system.
2. – They allow us to repair the problems on our lines before they cause an outage.
3. – It saves overtime as we can repair a lot of these during normal work hours.
4. – It allows us to keep the power flowing longer as well as keeping our customers running who are on oxygen.
5. – By keeping this service we are proving excellent customer service.



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: February 6, 2018 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 1-29-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action to consider approval of the agreement with the Guadalupe-Blanco River Authority (GBRA) titled Gonzales Carrizo Water Supply Project-Treated Water Supply Agreement which provides a long term treated water supply as previously discussed in several public meetings after presentations by the City Manager and GBRA representatives, and appointing the Mayor to sign the agreement if approved | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Totals | | | |
| Budget | | | \$0.00 |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | |
| SUMMARY OF ITEM | | | |
| This agreement with GBRA provides Lockhart citizens with a long term treated water supply (up to 3,000 acre-feet) starting in 2023 and ending the last day December in 2058; contractual extensions are included. The agreement also states that if GBRA develops new water supplies in the future associated with the Mid-Basin Water Supply Project, the City of Lockhart will have the opportunity to participate and purchase water from such a project. All the changes to the draft agreement as discussed previously with Council have been included in the document. | | | |
| STAFF RECOMMENDATION | | | |
| City Manager respectfully recommends approval of the agreement as presented. | | | |
| List of Supporting Documents: Cost components of long term treated water, Est. Debt Schedule, Subject History Information, Proposed Agreement | | Other Departments, Boards, Commissions or Agencies: | |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|-------------------------------------|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: October 2, 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 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 | | | | |
| PRESENTATION BY GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) REGARDING THE MID-BASIN WATER PROJECT | | | | |
| 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: | PREVIOUS 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 | | | | |
| Representatives from GBRA will be here to present a water supply Mid-Basin Project. | | | | |
| STAFF RECOMMENDATION | | | | |
| N/A | | | | |
| List of Supporting Documents: Presentation Information | | Other Departments, Boards, Commissions or Agencies: | | |

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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: January 20, 2015 | | | |
| 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 AFTER PRESENTATION REGARDING FUTURE WATER SUPPLIES IN THE CENTRAL TEXAS AREA BY MR. BILL WEST WITH THE GUADALUPE-BLANCO RIVER AUTHORITY | | | |
| 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 | | | |
| Updated presentation regarding future water supplies in the Central Texas area | | | |
| STAFF RECOMMENDATION | | | |
| N-A | | | |
| List of Supporting Documents: History | | Other Departments, Boards, Commissions or Agencies: | |

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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: February 16, 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 after presentation by Guadalupe-Blanco River Authority (GBRA) representative Mr. Jim Murphy and possibly others regarding possible future water supplies for Central Texas including Lockhart and specifically the mid-basin project | | | | |
| 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 | | | | |
| Mr. Murphy will update the Council on the mid-basin project and future water supplies | | | | |
| STAFF RECOMMENDATION | | | | |
| N/A | | | | |
| List of Supporting Documents: History | | Other Departments, Boards, Commissions or Agencies: | | |

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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: January 2, 2018 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: | | City Manager | 2-27-2017 | |
| 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 checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action after presentation by Guadalupe-Blanco River Authority (GBRA) regarding long term potable water for the City of Lockhart | | | | |
| 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 | | | | |
| Currently the City of Lockhart has 7 water wells some of which are over 25 years old. Our production from these wells is 3.2 mgd sustained and Lockhart can get up to .7 mgd from the GBRA Water Plant according to the contract for a total of about 3.9 million gallons a day. Over the past year the mean daily average water usage in Lockhart was 1.5 million gallons (mgd) with a peak of 2.8 mgd. The GBRA Luling water contract will expire in 2030 which could leave the City of Lockhart at 3.2 mgd if all wells are running at sustained capacity. Our current customer count now is 4834. With a projected growth in customers, Lockhart could have another 1,000 customers in 3 to 5 years. Lockhart must have an additional dependable water supply to meet the demands of growth. Lockhart's water plant was constructed in 1952 and needs major repairs to continue as water source; major improvements to the electrical and SCADDA systems are needed some of which have been done with 2015 CO funds. GBRA representatives will present a plan for a long term water supply for the City of Lockhart which could include partners such as the Cities of San Marcos, Buda, Kyle, New Braunfels Utilities, and the Goforth Water Supply District. <i>No decision on the proposed agreement is requested tonight.</i> | | | | |
| STAFF RECOMMENDATION | | | | |
| None at this time; another special Council meeting will be requested by the City Manager for January 9, 2018, to further discuss the details including estimated costs and possible funding scenarios for the proposed project. | | | | |
| List of Supporting Documents: GBRA Presentations for Long Term Water Supply | | Other Departments, Boards, Commissions or Agencies: | | |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: January 16, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: | | City Manager | | 1-12-18 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action after presentation by City Manager regarding proposed water rate increases and the effect on typical utility bills starting in FY 18-19; the additional funding is required for the long term water supply project as proposed by the Guadalupe Blanco River Authority (GBRA) | | | | |
| 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 | | | | |
| At the special called Council meeting on January 9 Council received information regarding the GBRA long term water supply agreement (draft), associated costs, and possible revenues sources. As requested, typical utility bills with projected increases for different types of customers are provided with this agenda item. GBRA will also be present to answer any additional questions about the proposed project. Staff is still working with the City Attorney and GBRA to obtain answers to questions, clarifications, and concerns about the proposed agreement. Staff plans to present the proposed agreement with any changes to the Council for consideration at the February 6, 2018 meeting. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager respectfully requests approval of the concept of water increases to fund a long term water supply for the City of Lockhart. | | | | |
| List of Supporting Documents: Components of new water rates; examples typical residential and other customer utility bills reflecting proposed increased rates for long term water over the next 17 years | | Other Departments, Boards, Commissions or Agencies: | | |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|---|--------------------------|---|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: January 23, 2018 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: | City Manager | | -19-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action regarding proposed agreement with Guadalupe-Blanco River Authority (GBRA) for a long term treated water supply | | | |
| 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 | | | |
| Provided with this agenda item is the "draft proposed agreement" with GBRA for a long-term treated water supply. The City Manager's and City Attorney's concerns in the original document have been addressed in the new draft document. Operations and Maintenance costs are not identified in detail but will be provided. GBRA representatives will be present to address any concerns or questions that Council may have. | | | |
| STAFF RECOMMENDATION | | | |
| City Manager seeks input from the Council in order to prepare a final agreement to be presented to the Council on February 6, 2018, for approval consideration | | | |
| List of Supporting Documents: Draft GBRA long term water agreement | | Other Departments, Boards, Commissions or Agencies: | |

COMPONENTS OF NEW WATER COSTS

| *LAND LEASE | OPER & MAINT | DEBT AND INTEREST |
|---|--|---------------------------------------|
| \$150-\$200 per acre-foot per year begins year one | \$600 per acre-foot per year begins at delivery | Varies Based on Payments |
| Funding: Water Consumption Rates | Funding: Water Consumption Rates | Funding: Water Development Fee |

**Note: An acre-foot of water is 325,851 gals
Potential is up to 3,000 acre-feet per year**

*** Subject to Annual CPI adjustment**

Net Debt Service
Guadalupe Blanco River Authority
City of Lockhart Portion
GBRA-AWRA Project No Water Swap 80% Board Participation and 20% Low Interest
Assumes 2017 SWIRFT Rates Plus 0.00%
Capitalized Interest Through 8/15/2022 For Low Interest Loans

20%

| Period Ending | Principal | Interest | Total Debt Service | Interest Deferral | Coverage | Debt Service Reserve Fund | Capitalized Interest Fund | Net Debt Service |
|---------------|---------------|---------------|--------------------|-------------------|--------------|---------------------------|---------------------------|------------------|
| 8/15/2021 | \$ | 909,302 | \$ 909,302 | \$ (776,771) | | | \$ 132,531 | |
| 8/15/2022 | | 1,152,636 | 1,152,636 | (984,639) | | | 167,997 | |
| 8/15/2023 | \$ 175,000 | 1,152,636 | 1,327,636 | (984,639) | \$ 132,764 | | | \$ 475,761 |
| 8/15/2024 | 176,000 | 1,151,148 | 1,327,148 | (787,711) | 132,715 | | | 672,152 |
| 8/15/2025 | 178,000 | 1,149,459 | 1,327,459 | (787,711) | 132,746 | | | 672,494 |
| 8/15/2026 | 180,000 | 1,147,501 | 1,327,501 | (689,247) | 132,750 | | | 771,004 |
| 8/15/2027 | 182,000 | 1,145,287 | 1,327,287 | (590,783) | 132,729 | | | 869,232 |
| 8/15/2028 | 184,000 | 1,142,848 | 1,326,848 | (443,087) | 132,685 | | | 1,016,445 |
| 8/15/2029 | 187,000 | 1,140,125 | 1,327,125 | (295,392) | 132,712 | | | 1,164,446 |
| 8/15/2030 | 190,000 | 1,137,170 | 1,327,170 | (147,696) | 132,717 | | | 1,312,191 |
| 8/15/2031 | 193,000 | 1,133,978 | 1,326,978 | | 132,698 | | | 1,459,676 |
| 8/15/2032 | 197,000 | 1,130,408 | 1,327,408 | | 132,741 | | | 1,460,148 |
| 8/15/2033 | 201,000 | 1,126,350 | 1,327,350 | | 132,735 | | | 1,460,084 |
| 8/15/2034 | 205,000 | 1,121,827 | 1,326,827 | 926,811 | 132,683 | | | 2,386,320 |
| 8/15/2035 | 210,000 | 1,116,846 | 1,326,846 | 926,811 | 132,685 | | | 2,386,341 |
| 8/15/2036 | 216,000 | 1,111,533 | 1,327,533 | 926,811 | 132,753 | | | 2,387,096 |
| 8/15/2037 | 221,000 | 1,105,895 | 1,326,895 | 926,811 | 132,689 | | | 2,386,395 |
| 8/15/2038 | 227,000 | 1,099,972 | 1,326,972 | 926,811 | 132,697 | | | 2,386,480 |
| 8/15/2039 | 234,000 | 1,093,775 | 1,327,775 | 926,811 | 132,778 | | | 2,387,363 |
| 8/15/2040 | 240,000 | 1,087,293 | 1,327,293 | 926,811 | 132,729 | | | 2,386,833 |
| 8/15/2041 | 1,571,000 | 1,080,549 | 2,651,549 | | 265,155 | | | 2,916,704 |
| 8/15/2042 | 1,625,000 | 1,026,218 | 2,651,218 | | 265,122 | | | 2,916,340 |
| 8/15/2043 | 1,683,000 | 967,485 | 2,650,485 | | 265,049 | | | 2,915,534 |
| 8/15/2044 | 1,744,000 | 906,304 | 2,650,304 | | 265,030 | | | 2,915,335 |
| 8/15/2045 | 1,808,000 | 842,895 | 2,650,895 | | 265,089 | | | 2,915,984 |
| 8/15/2046 | 1,874,000 | 776,992 | 2,650,992 | | 265,099 | | | 2,916,091 |
| 8/15/2047 | 1,943,000 | 706,857 | 2,649,857 | | 264,986 | | | 2,914,843 |
| 8/15/2048 | 2,017,000 | 634,121 | 2,651,121 | | 265,112 | | | 2,916,233 |
| 8/15/2049 | 2,092,000 | 558,777 | 2,650,777 | | 265,078 | | | 2,915,855 |
| 8/15/2050 | 2,170,000 | 480,823 | 2,650,823 | | 265,082 | | | 2,915,906 |
| 8/15/2051 | 2,251,000 | 399,950 | 2,650,950 | | 265,095 | \$ 332,478 | | 2,583,567 |
| 8/15/2052 | 1,991,000 | 317,585 | 2,308,585 | | 230,858 | | | 2,539,443 |
| 8/15/2053 | 2,066,000 | 242,524 | 2,308,524 | | 230,852 | | | 2,539,377 |
| 8/15/2054 | 2,143,000 | 164,636 | 2,307,636 | | 230,764 | | | 2,538,399 |
| 8/15/2055 | 2,224,000 | 83,845 | 2,307,845 | | 230,784 | 1,555,294 | | 983,336 |
| | \$ 32,798,000 | \$ 31,545,549 | \$ 64,343,549 | \$ 0 | \$ 6,228,161 | \$ 1,887,771 | \$ 300,528 | \$ 68,383,410 |

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Sources and Uses of Funds
 Guadalupe Blanco River Authority
 City of Lockhart Portion
 GBRA-AWRA Project No Water Swap 80% Board Participation and 20% Low Interest
 Assumes 2017 SWIRFT Rates Plus 0.00%
 Capitalized Interest Through 8/15/2022 For Low Interest Loans

20%

Dated Date 11/1/2020
 Delivery Date 11/1/2020

| Sources: | GBRA-AWRA Project No Water Swap 30 Year Board Participation Portion | | GBRA-AWRA Project No Water Swap 30 Year Low Int Portion | | Total |
|--------------------------------|--|------------|---|-----------|---------------|
| Bond Proceeds: | | | | | |
| Par Amount | \$ | 26,041,000 | \$ | 6,757,000 | \$ 32,798,000 |
| | \$ | 26,041,000 | \$ | 6,757,000 | \$ 32,798,000 |
| Uses: | | | | | |
| Project Fund Deposits: | GBRA-AWRA Project No Water Swap 30 Year Board Participation Portion | | GBRA-AWRA Project No Water Swap 30 Year Low Int Portion | | Total |
| Construction | \$ | 13,690,998 | \$ | 3,423,250 | \$ 17,114,248 |
| Engineering | | 5,135,161 | | 1,283,790 | 6,418,951 |
| Land and ROW | | 673,200 | | 168,300 | 841,500 |
| TWA Acquisition | | 4,800,000 | | 1,200,000 | 6,000,000 |
| | \$ | 24,299,359 | \$ | 6,075,340 | \$ 30,374,699 |
| Other Fund Deposits: | | | | | |
| Debt Service Reserve Fund | \$ | 1,555,294 | \$ | 332,478 | \$ 1,887,771 |
| Capitalized Interest Fund | | | | 300,528 | 300,528 |
| | \$ | 1,555,294 | \$ | 633,006 | \$ 2,188,299 |
| Delivery Date Expenses: | | | | | |
| Cost of Issuance | \$ | 185,881 | \$ | 48,231 | \$ 234,112 |
| Other Uses of Funds: | | | | | |
| Additional Proceeds | \$ | 467 | \$ | 423 | \$ 890 |
| | \$ | 26,041,000 | \$ | 6,757,000 | \$ 32,798,000 |

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**GONZALES CARRIZO WATER SUPPLY PROJECT
TREATED WATER SUPPLY AGREEMENT
BY AND BETWEEN
THE GUADALUPE-BLANCO RIVER AUTHORITY AND
CITY OF LOCKHART**

This Gonzales Carrizo Water Supply Project Treated Water Supply Agreement (“Agreement”) is made and entered into by and between the Guadalupe-Blanco River Authority (“GBRA”), a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution, and City of Lockhart (“Customer”), a municipal corporation, (collectively, the “Parties”). The Effective Date of this Agreement is _____.

RECITALS

GBRA has leased the right to produce groundwater from 42,000 acres of land in Gonzales and Caldwell counties, Texas.

GBRA is authorized by the Gonzales County Underground Water Conservation District, pursuant to Production and Transportation Permit No. 01-13-01 to produce and transport out of the District up to 15,000 acre-feet of leased groundwater from the land leased by GBRA, subject to the restrictions and limitations in Production and Transportation Permit No. 01-13-01.

GBRA is financing the acquisition of groundwater leases and the construction of facilities to pump, treat, and transport the groundwater from the well fields in Gonzales and Caldwell counties to the Customer.

GBRA intends to contract with Alliance Regional Water Authority to jointly construct, operate, and co-own groundwater treatment and transportation facilities to treat and transport the groundwater for GBRA and Alliance, and GBRA anticipates such joint construction and co-ownership will reduce the cost of the Project (as defined in Article I) and of Alliance’s groundwater project.

GBRA anticipates completing the construction of the Project in 2023.

The Customer has determined that it needs an additional source of water to meet its retail water demands in the future.

The Customer has determined that obtaining water from the Project is in the best interest of the Customer.

GBRA and the Customer anticipate there will be other customers who will obtain water from the Project and because of the unique circumstances of each customer, the agreements regarding the Project and the supply of water may not be identical.

The Customer acknowledges that District Fees and Groundwater Lease Payments will begin in January 2019, before the construction of the Project is completed and delivery of water from the Project has commenced, and, at that time, the Customer may be required pursuant to Section 4.4(a) to begin paying the Gonzales Carrizo Water Charge, which will be based only on those costs being incurred by GBRA.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GBRA and the Customer agree as follows:

ARTICLE I **DEFINITIONS**

“Alliance Regional Water Authority” or “Alliance” means the regional water authority created and operating under Texas Special District Local Laws Code Chapter 11010.

“Annual Commitment” means 3,000 acre-feet of treated water per year which GBRA agrees to produce for the Customer and the Customer agrees to purchase pursuant to this Agreement.

“Authorized Area of Use” means the Customer’s retail water service area as it may exist from time to time.

“Bonds” means all bonds and other obligations issued, executed, and outstanding from time to time to finance or refinance the cost to acquire groundwater leases, and the cost to plan, design, construct, acquire, repair, improve, and upgrade the Gonzales Carrizo Water Supply Project, including without limitation of the generality of the foregoing, any costs necessary or desirable to maintain or increase capacity of the Project to 15,000 acre-feet per year and comply with applicable laws, rules, and regulations.

“District” means the Gonzales County Underground Water Conservation District.

“District Fees” means the fees charged by the District, as amended by the District from time to time, to pump and transport groundwater, including but not limited to permit fees, export fees, monitoring agreement fees, and export fee surcharges related to a mitigation agreement with the District.

“Effective Date” means the date identified in the preamble paragraph of this Agreement, being the same date that the later of GBRA or the Customer signs and enters into this Agreement.

“Fiscal Year” means September 1 to August 31 or such other 12-month period as determined by GBRA.

“Gonzales Carrizo Water Supply Project” or “Project” means the project described in Section 2.1 of this Agreement.

“Groundwater Lease Payments” means the payments for the right to produce 15,000 acre-feet of groundwater from land leased by GBRA in Gonzales and Caldwell counties, 3,000 acre-feet of which are for the Customer; such lease payments shall be subject to an annual consumer price index increase as reflected in the groundwater leases.

“Operation, Maintenance, and Administrative Expenses” means the reasonable, necessary, and actual costs incurred by GBRA for the operation, maintenance, and administration of the Project, including without limitation:

- (a) wages and salaries, employee benefits, chemicals, the purchase and carrying of stores, materials, and supplies, power, supervision, engineering, testing, auditing, franchises, waste disposal charges and assessments, claims, insurance, contract operators and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation of the Project and the performance of this Agreement;
- (b) repairs and replacements of damaged, worn-out or obsolete parts or facilities of the Project, and any relocations of pipelines, or replacements of wells;
- (c) improvements and betterments to keep the Project in operation to render adequate service to the Customer and other customers of the Project and to comply with the requirements of any rule, regulations, or permit issued by any regulatory body having jurisdiction; and
- (d) the reasonable and necessary costs of GBRA’s administration of the Project, which shall be based upon a formula, to be set by the Board of Directors of GBRA in the annual budget of GBRA, that fairly apportions GBRA’s administration costs.

“Permit” means Gonzales County Underground Water Conservation District’s Production and Transportation Permit No. 01-13-01, as it may be amended from time to time.

“Point of Delivery” means the point or points at which GBRA will deliver to the Customer the Annual Commitment, as agreed to by the Customer and which will be generally described in Exhibit A attached hereto and incorporated herein for all purposes.

ARTICLE II
GONZALES CARRIZO WATER SUPPLY PROJECT

2.1 Description of the Gonzales Carrizo Water Supply Project. The Gonzales Carrizo Water Supply Project primarily consists of groundwater leases for the Carrizo Aquifer water in Gonzales and Caldwell counties, facilities to pump, treat, and convey groundwater in and from Gonzales and Caldwell counties, including but not limited to water treatment plant(s) and associated facilities, and facilities to convey treated water through and to Gonzales, Guadalupe, Caldwell, Hays, and Comal counties. The Project may also include storage and blending facilities, and other facilities necessary or desirable for the supply of treated water to GBRA customers. The Project also includes all lands and interests in lands necessary and desirable for the construction, operation, and maintenance of the Project facilities.

2.2 GBRA Responsibilities and Ownership.

(a) GBRA shall own the Project, including all of the facilities and interest in the land comprising the Project, and shall be responsible for the operation, maintenance, design, permitting, financing, construction, expansions, extensions, and other modifications to the Project to provide a long-term water supply on behalf of the Customer and other Project participants. GBRA may co-own the Project with other water suppliers.

(b) GBRA will seek financing through the Texas Water Development Board and issue Bonds to finance the Project. Thereafter, GBRA may issue Bonds in the future, at the times and in the amounts determined by GBRA, to refinance the Project and to repair, extend and improve the Project as deemed necessary by GBRA, provided, however, in no event shall GBRA issue Bonds to refinance the Project which would extend the final maturity of any outstanding Bonds (and which would result in the extension of the Termination Date of this Agreement pursuant to Section 6.1(c) hereof) unless it receives the prior written consent of the Customer, which shall not be unreasonably withheld, and all other customers that would be similarly affected.

2.3 Contingency.

(a) Notwithstanding any other requirements in this Agreement, this Agreement is contingent on GBRA obtaining financing for the acquisition and construction of the Project.

(b) If, by July 1, 2018, GBRA and Alliance have not executed a contract for the joint construction, operation, and co-ownership of facilities to treat and transport GBRA's and Alliance's groundwater, the Parties may renegotiate the Customer's participation in the Project.

2.4 Customer Operational Meetings and Bond Consultation.

(a) At least once each quarter of the year, GBRA shall hold a meeting with the Customer and all other customers of the Project to provide information to and obtain information from the Customer regarding the operation and maintenance of the Project, the rates and charges for the Project, water supply matters, District matters, any operating or debt service reserve fund that GBRA reasonably expects will be created or funded pursuant to Section 4.1 within the next quarter, and other matters related to the Project. The Customer, by written notice to GBRA, may waive the meeting for any quarter of the year.

(b) Before issuing any Bonds for the Project, GBRA shall consult with the Customer regarding the need to issue Bonds, and the structure and terms of the Bonds. GBRA shall consider any issues or concerns raised by the Customer; however, subject to the requirements of Section 2.2(b) and 4.1, GBRA shall have the sole authority to issue Bonds, and to determine the structure, terms, and timing of the Bonds.

(c) No earlier than sixty (60) days before the Notice of Rate Change provided by Section 4.5, but no later than fifty (50) days before such notice, GBRA will provide the Customer with a draft budget for the next fiscal year. The Customer may provide comments on that draft budget, which GBRA will consider in the development of the final budget.

2.5 Future Water Supply Projects. GBRA will notify the Customer of any GBRA project to develop additional phases of the Mid-Basin Water Supply Project so that the Customer has a reasonable opportunity to participate and purchase water from such project.

ARTICLE III
WATER QUANTITY AND DELIVERY

3.1 Quantity. GBRA shall sell to the Customer and the Customer shall purchase the Annual Commitment per year. Payments for the Annual Commitment shall be made pursuant to Section 5.1 of this Agreement and shall include the charges described in Article IV. GBRA will deliver up to the Annual Commitment, less de minimis losses associated with the transmission and treatment of the water, to the Customer's Point of Delivery. Notwithstanding the foregoing, GBRA's obligation to deliver up to the Annual Commitment to the Customer is subject to any restrictions and limitations in the Permit, and in any financing requirements associated with the Project. On or before July 1 of each year, the Customer shall notify GBRA in writing the amount of the Annual Commitment the Customer estimates it will need during the next Fiscal Year. The purpose of the notification is to allow GBRA to prepare its operational budget for the next Fiscal Year and effectively plan for the next Fiscal Year's water supply demands, however, the estimate is not intended to obligate the Customer to take the estimated amount or to limit the Customer to the estimated amount, nor is the Customer's failure to communicate the estimate by the deadline a breach of this Agreement. The Customer agrees to communicate with GBRA on a regular basis to inform GBRA of the Customer's water supply requirements from the Project.

3.2 Quality. GBRA shall deliver to the Point of Delivery water of a quality that meets or exceeds the drinking water standards of the Texas Commission on Environmental Quality, or its successor agency, or any other applicable regulatory agency for potable water and using a disinfection method that makes the water suitable for blending with the Customer's other water supplies.

3.3 Source of Water. The water GBRA treats for delivery to the Customer under this Agreement may be from any source or combination of sources that may be available to GBRA, including, without limitation, groundwater, surface water from Canyon Reservoir under GBRA's Certificate of Adjudication 18-2074, run-of-river flows of the Guadalupe River or its tributaries under existing, amended or new water rights, and water obtained from sources other than surface waters of the Guadalupe River Basin.

3.4 Purpose of Use. Treated water delivered to the Customer under this Agreement may only be used for municipal and industrial use. No water delivered to the Customer under this Agreement may be used outside the boundaries of the Authorized Area of Use without prior written consent by GBRA, such consent shall not be unreasonably withheld. No water delivered to the Customer under this Agreement may be used to irrigate any golf course, unless it is first beneficially used for drinking water purposes.

3.5 Rate of Delivery. GBRA agrees to make the water available to the Customer under this Agreement in the amounts required by the Customer up to a rate of delivery of water which shall not exceed 1,860 gallons per minute at any instant in time. The Customer acknowledges that delivery of water at such a rate constantly throughout a calendar year would result in delivery of the Annual Commitment less de minimis losses, expected to be 1% or less during that year.

3.6 Measuring Equipment.

(a) Water Meter. GBRA shall furnish and install a meter or other equipment and devices at the Point of Delivery to measure quantity of water delivered under this Agreement (the "Water Meter"). The Water Meter shall remain the property of GBRA. GBRA shall operate and maintain the Water Meter in good operating condition. GBRA shall provide the Customer with written notice at least ten (10) days in advance of any replacement of the existing Water Meter. The written notice will include a description of the new Water Meter that will be installed.

(b) Meter Reading. The reading, calibration and adjustment of the meters described in this Section 3.6 shall be done only by the employees or agents of GBRA. The results of each reading of the Water Meter shall be recorded in a journal or other record book maintained in GBRA's office and representatives of the Customer may inspect the same at any time during reasonable business hours.

(c) Meter Calibration. GBRA will calibrate the Water Meter at least annually. GBRA shall give the Customer reasonable notice of the date and time when any such

calibration shall occur, and at the request of the Customer, conduct the calibration in the presence of the Customer. In addition to the annual calibration, the Customer shall have the right to request that GBRA calibrate the Water Meter not more than once in each year, in the presence of a representative of the Customer. If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of five percent (5%), the registration thereof shall be corrected, and accounts adjusted, for a period extending back to the time when such inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If, for any reason, the Water Meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period Water Meter is out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (b) by estimating the quantity of water delivered by deliveries during the preceding period under similar conditions when the Water Meter was registering accurately.

3.7 Title to and Responsibility for Water. Title to and responsibility for all water made available by GBRA under this Agreement shall be in GBRA to the Point of Delivery, at which point title shall pass to the Customer. The Customer and GBRA hereby agree to save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, storage, delivery, processing and handling of such water while title to and responsibility for the water remains in the other Party.

3.8 Reuse and Resale. The Customer agrees that, at all times during the term of this Agreement, it shall not engage in, or seek regulatory approval to engage in, indirect reuse of water delivered to the Customer under this Agreement, unless the Customer and GBRA expressly agree to allow indirect reuse and prescribe the terms thereof in writing. As used in this subsection, "indirect reuse" as used herein means the use for one or more beneficial purposes of the water remaining after initial use at the time or after that water is discharged into a watercourse, lake, or other body of state-owned water. The Customer shall not resell water delivered to the Customer under this Agreement on a wholesale basis to any third party without GBRA's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Customer shall not execute any wholesale water supply contract that will jeopardize the tax exempt status of the Bonds issued for this Project. Nothing in this Agreement shall impair the Customer's ability to directly reuse water delivered to the Customer under the terms of this Agreement.

3.9 Connection by GBRA; Responsibilities of Customer.

(a) Connection of the Customer's water system to the Project at the Point of Delivery shall be made by GBRA at the completion of the construction of the Project. Connection shall be made in accordance with the plans, specifications, and requirements prepared and adopted by GBRA and shall be accomplished by GBRA setting the Water Meter

and physically tying it to the Customer's water system at the Point of Delivery. GBRA will own, operate, and maintain the connecting facilities at the Point of Delivery.

(b) The Customer shall construct, maintain, and operate at its own cost and expense, all facilities and equipment necessary to receive and take the treated water delivered under this Agreement. Any facilities and equipment connecting to the Project must be constructed with an air gap connection meeting GBRA's standard specifications.

3.10 Allocation of Water During Shortage. During conditions beyond GBRA's control when water cannot be supplied to meet the demands of all customers, the water to be distributed shall be divided among all customers of the Project, pro rata, according to the amount each may otherwise be entitled under their respective contracts with GBRA, subject to reasonable conservation and drought management plans and requirements based on particular purposes of use of the water, so that preference is given to no one and everyone suffers alike.

ARTICLE IV **RATES AND CHARGES**

4.1 Gonzales Carrizo Debt Service Charge.

(a) The Gonzales Carrizo Debt Service Charge is the amount to be charged to the Customer during each Fiscal Year equal to the portion of the total principal and interest requirements on all outstanding Bonds due during such Fiscal Year, plus a coverage factor not to exceed 10% of such portion, that is allocated to the Customer by GBRA in accordance with this Section and to be paid pursuant to the provisions of all applicable bond resolutions. Such allocation shall be based on the percentage equal to the Customer's Annual Commitment divided by the annual commitment of all customers that enter into an agreement with GBRA to receive water from the Project (the "Customer's Pro Rata Portion") and taking into account preferences the Customer elects to exercise with respect to the structure of the debt service for each series of Bonds which differ from the structure of any other customer that enters into a similar agreement with GBRA to receive water from the Project, if any. The Gonzales Carrizo Debt Service Charge charged to the Customer, together with the similar charge that is charged to all other customers that receive water from the Project (but excluding the not to exceed 10% coverage amount charged to all customers), shall be sufficient to cover the annual debt service requirements on the Bonds during each Fiscal Year. Following the delivery of a series of Bonds, GBRA shall provide the Customer with a schedule showing the Gonzales Carrizo Debt Service Charge for all outstanding Bonds to be paid by the Customer that will be applicable for each Fiscal Year following the delivery of such series of Bonds. GBRA expects that such schedule will not change unless additional Bonds are issued or additional funds are required to fund deposits into a reserve account related to the Bonds (as described in Section 4.1(b) below), but GBRA reserves the right to modify such schedule to correct any ambiguities or mistakes or account for any other changes deemed necessary and appropriate.

(b) In the event it becomes necessary for GBRA to make deposits into an operating or debt service reserve fund established pursuant to a resolution authorizing a series of Bonds which will not be funded with proceeds of a series of Bonds, GBRA shall promptly notify

the Customer of such event, and the Gonzales Carrizo Debt Service Charge charged to the Customer shall thereafter be adjusted for each applicable Fiscal Year by an amount equal to the Customer's Pro Rata Portion of the additional amount required to be deposited into such operating or debt service reserve fund.

4.2 Gonzales Carrizo Water Rate and Charge.

(a) The Gonzales Carrizo Water Rate is the rate per acre-foot of treated water determined by the Board of Directors of GBRA to then be in effect for the commitment of capacity in the Project. Subject to Section 4.5, the GBRA Board of Directors may at any time and from time to time change the Gonzales Carrizo Water Rate. The Gonzales Carrizo Water Rate shall be sufficient to cover Groundwater Lease Payments, the District Fees, and the fixed Operation, Maintenance, and Administrative Expenses of the Project, as those payments, fees, and expenses are incurred.

(b) The Gonzales Carrizo Water Charge is equal to the Gonzales Carrizo Water Rate multiplied by the Annual Commitment.

4.3 Gonzales Carrizo Delivery Rate and Charge.

(a) The Gonzales Carrizo Delivery Rate is the rate per 1000 gallons of water determined by the GBRA Board of Directors to then be in effect for the delivery of water through the Project. Subject to Section 4.5, the GBRA Board of Directors at any time and from time to time may change the Gonzales Carrizo Delivery Rate. The Gonzales Carrizo Delivery Rate shall be sufficient to cover variable Operation, Maintenance, and Administrative Expenses related to the delivery of water through the Project that are not otherwise included in the Gonzales Carrizo Water Rate or the Gonzales Carrizo Debt Service Charge.

(b) The Gonzales Carrizo Delivery Charge per month shall be calculated by multiplying the amount of Project water, expressed in thousands of gallons, delivered in the month to the Customer at the Point of Delivery as measured by the Water Meter by the then-current Gonzales Carrizo Delivery Rate.

4.4 Commencement of Payments.

(a) The assessment of the Gonzales Carrizo Water Charge shall commence the month that GBRA begins paying any Groundwater Lease Payments, District Fees, or any Operation, Maintenance, and Administrative Expenses of the Project, whichever is earlier, on the Project from funds other than Bond proceeds.

(b) The assessment of the Gonzales Carrizo Delivery Charge shall commence the month that GBRA begins to supply water to the Customer through the Project.

4.5 Notice of Rate Change. If GBRA desires to adjust the Gonzales Carrizo Debt Service Charge, the Gonzales Carrizo Water Rate, or the Gonzales Carrizo Delivery Charge, it shall, at least sixty (60) days before the first day on which such adjustment is to become

effective, give written notice to the Customer; however, the failure to provide such notice shall not invalidate the adjusted charge or rate.

ARTICLE V **PAYMENT OF CHARGES**

5.1 Billing and Payment. GBRA will render bills to the Customer once each month for the payments required by this Agreement. GBRA will bill the Customer and the Customer shall pay GBRA one-twelfth of the Gonzales Carrizo Debt Service Charge and the Gonzales Carrizo Water Charge each month during the year. GBRA will bill the Customer and the Customer shall pay the Gonzales Carrizo Delivery Charge each month during the year. Any prepayments shall be shown on the bill as a credit. GBRA shall, until further notice, render such bills on or before the 10th day of each month and such bills shall be due and payable at GBRA's office indicated below by the 20th day of each month or fifteen (15) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the Customer, whichever is later. GBRA may, however, by sixty (60) days written notice, change the monthly date by which it shall render bills, and all bills shall thereafter be due and payable ten (10) days after such date or fifteen (15) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the Customer, whichever is later. The Customer shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to GBRA at its office in Seguin, Texas, or at such other place as GBRA may from time to time designate by sixty (60) days written notice.

5.2 Source of Payments. The Parties agree and the Customer represents and covenants that all moneys required to be paid by the Customer under this Agreement shall constitute reasonable and necessary operating expenses of the Customer's water utility system ("Customer's System"), as authorized by the Constitution and the laws of the State of Texas. All payments required to be made by the Customer to GBRA under this Agreement shall be payable from income of the Customer's System. GBRA shall never have the right to demand payment by the Customer of any obligations assumed by or imposed upon it under or by virtue of this Agreement from funds raised or to be raised by taxation and the Customer's obligation under this Agreement shall never be construed to be a debt of the Customer of such kind as to require it under the Constitution and the laws of the State of Texas to levy and collect a tax to discharge such obligation.

5.3 Payments Unconditional. The Customer recognizes that any debt instruments relating to the Project, including the Bonds, will be payable from and secured by pledges of the sums of money to be received by GBRA from the Customer under this Agreement and from other customers under similar contracts. In order to make such debt instruments marketable at the lowest available interest rate, it is to the mutual advantage of GBRA and the Customer that the Customer's obligation to make the payments required hereunder be, and the same is hereby, made unconditional. So long as any part of such debt instruments are outstanding and unpaid, all sums payable hereunder to GBRA shall be paid by the Customer without set-off, counterclaim, abatement, suspension or diminution. So long as any part of such debt instruments are

outstanding and unpaid, the Customer shall have no right to terminate this Agreement or be entitled to the abatement of any payment or any reduction thereof, and the obligations hereunder of the Customer shall not be otherwise affected for any reason (including but not limited to the inability of GBRA to deliver water under this Agreement), it being the intention of the Parties that, so long as any portion of such debt instruments are outstanding and unpaid, all sums required to be paid by the Customer to GBRA shall continue to be payable in all events and the obligations of the Customer hereunder shall continue unaffected, unless the requirement to pay the same is reduced or terminated pursuant to an express provision of this Agreement. It is specifically provided, however, that this Section shall not prevent the Customer from exercising any rights related to breach of this Agreement by GBRA.

5.4 Covenant to Maintain Sufficient Income. The Customer agrees to fix and maintain rates and collect charges for the facilities and services provided by Customer's System as will be adequate to permit the Customer to make prompt payment of all expenses of operating and maintaining the Customer's System, including payments under this Agreement, and to make prompt payment of the interest on and principal of any debt instruments of the Customer payable, in whole or in part, from the revenues of the Customer's System. The Customer further agrees to comply with all of the provisions of the ordinances, resolutions, orders or indentures authorizing its debt instruments which are payable, in whole or in part, from the revenues of the Customer's System.

5.5 Continuing Disclosure Agreement. If GBRA is required by 17 C.F.R. § 240.15c2-12 ("Municipal Securities Disclosure Rule"), as that rule may be amended from time-to-time by the Securities and Exchange Commission, to enter into a "Continuing Disclosure Agreement" with the Customer to fulfill GBRA's obligations under the Municipal Securities Disclosure Rule, the Customer and GBRA agree to execute a Continuing Disclosure Agreement. The form of such Continuing Disclosure Agreement shall be approved by GBRA's bond counsel in order to comply with the then-current requirements of the Municipal Securities Disclosure Rule. Similarly, if the Municipal Securities Disclosure Rule does not technically apply to the initial purchaser of a series of Bonds but such initial purchaser otherwise requires GBRA to provide continuing disclosure from the Customer, the Customer and GBRA agree to execute an agreement detailing the continuing disclosure information to be provided by the Customer. The form of such agreement shall be approved by GBRA's bond counsel in order to comply with the requirements of such initial purchaser.

5.6 Delinquency of Payment. All amounts due and owing to GBRA by the Customer shall be billed and paid monthly, and if not paid when due, bear interest at the same rate as the post-judgment interest rate as set out in Section 304.003(c), Texas Finance Code, or any successor statute from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as otherwise permitted by law. If any amount due and owing by the Customer is placed with an attorney for collection by GBRA and GBRA prevails, then the Customer shall pay to GBRA, in addition to all other payments provided for by this Agreement, including interest, GBRA's reasonable collection expenses, including court costs and attorney's fees. The Customer further agrees that GBRA may, at its option, discontinue delivering treated water until all amounts due and unpaid are paid in full with interest as herein

specified. Any such discontinuation shall not, however, relieve the Customer of its unconditional obligation to make the payments required hereunder, as provided by Section 5.3 of this Agreement. The Customer agrees that GBRA may, at its option, terminate this Agreement for the Customer's failure to pay due and unpaid amounts, and, notwithstanding anything to the contrary in Section 5.3, if GBRA terminates this agreement for default in payments, the unconditional obligation to make the future payments shall terminate except that the Customer shall continue to be obligated to make payments for amounts due and unpaid at the time of termination, which shall survive the termination of the Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Customer's default under this Section 5.6 shall not result in termination of this Agreement until thirty (30) days after the date that the Customer receives written notice from GBRA specifying the default and the requirements to cure the same.

ARTICLE VI

TERM AND TERMINATION

6.1 Term.

(a) This Agreement shall be in force and effect until the latter of 11:59 p.m. Central time on December 31, 2058, or as it may be extended pursuant to subsection (b) and (c) below ("Termination Date").

(b) Unless written notice to terminate this Agreement is provided by either Party to the other Party at least three (3) years before the Termination Date, this Agreement shall automatically renew for an additional ten (10) year period. Unless notice is provided as described in this subsection (b), this Agreement will automatically renew for perpetual successive renewal periods of ten (10) years.

(c) Notwithstanding subsections (a) and (b) of this Section, if all the Bonds (including principal and interest) will not be fully paid by the Termination Date then the Termination Date shall be extended to December 31 of the year in which the Bonds are to be paid. Any extension by GBRA pursuant to this subsection shall be effective as of the date that GBRA gives the Customer written notice of the extension.

6.2 Rights after Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of this Agreement, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

ARTICLE VII

OTHER PROVISIONS

7.1 Water Conservation and Drought Contingency Plans. The Customer agrees to provide to the maximum extent practicable for the conservation of water, and agrees to design, construct, operate and maintain its facilities in a manner that will prevent waste of water. The

Customer shall develop and implement a water conservation plan or water conservation measures and a drought contingency plan using the elements of Chapter 288 of the TCEQ's rules that are applicable to the Customer and its uses, and that are consistent with GBRA's water conservation and drought contingency plans for wholesale customers in accordance with the provisions of Section 3.10. Such plans, at a minimum, shall comply with all minimum standards that may be required or recommended by the Texas Water Development Board (TWDB) and the TCEQ. If the Customer intends to resell the water to another wholesale customer, the Customer shall require the successive customer in the resale to implement water conservation and drought contingency plans in accordance with the applicable provision of Chapter 288 of the TCEQ's rules and the applicable provisions of GBRA's water conservation and drought contingency plans.

7.2 Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. This Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the TCEQ, or any successor agency subject to Section 7.10 below regarding severability and provided that changes in the law shall not be applied retroactively to amend this Agreement unless retroactivity is required by law.

7.3 Interest in Gonzales Carrizo Water Supply Project. The Customer is not entitled to any equity interest in GBRA's Project for any reason including, without limitation, the payments made to GBRA under this Agreement.

7.4 Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by either Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by either Party. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim.

7.5 Actual Damages. No Party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

7.6 Assignability. No Party may assign its rights or obligations under this Agreement without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Further, the Customer may not assign its rights or obligations under this Agreement if such assignment is prohibited by the Project's Bonds or would alter the tax-exempt status of those Bonds.

7.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior understanding or oral or written agreements between the Parties respecting the subject matter of this Agreement.

7.8 No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the signatories hereto and their authorized successors in interest, and is solely for the consideration herein expressed.

7.9 Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Parties. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

7.10 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, this Agreement shall remain in effect and be construed as if the invalid, inoperative, or unenforceable provision had never been in the Agreement, and such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

7.11 Waiver and Amendment. Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by either Party shall not be deemed a waiver by the other Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of GBRA is authorized to waive or modify any provision of this Agreement. No modifications to or recession of this Agreement may be made except by a written document signed by all Parties' authorized representatives.

7.12 Force Majeure. If for any reason of force majeure, either Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then that Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the force majeure event. The obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, but only so long as the Party giving notice uses its best efforts to mitigate the impact and remedy the condition which constitutes the force majeure. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order or actions of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accidental or intentional), and any other cause not reasonably within the control of GBRA or the Customer.

7.13 Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

7.14 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement. In particular, and without limiting the broader meaning of the preceding sentence, the Customer agrees to timely provide GBRA with all records, financial and operating information of the Customer reasonably requested by GBRA in connection with the issuance of Bonds to be provided to rating agencies, municipal bond insurance companies, potential purchasers of the Bonds (including the Texas Water Development Board), or other third parties.

7.15 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The obligations contained within this Agreement are performable in Hays County, Caldwell County, Comal County or Guadalupe County, Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Hays County, Caldwell County, Comal County or Guadalupe County, Texas.

7.16 Negotiation by Counsel. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

7.17 Counterparts and Electronic Transmissions. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied or emailed electronically transmitted facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly deliver to the other Party an original, duly executed counterpart of this Agreement.

7.18 Legal Construction. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa.

7.19 Notices. Any notice or payment required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown hereinafter for the Customer or GBRA, as appropriate, or such notice shall, if deposited in the mail, be deemed to be delivered, whether actually received or not, on the first business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Customer or GBRA, as appropriate, at the address shown hereinafter. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be as follows:

Gonzales Carrizo Treated Water Supply Agreement
City of Lockhart/Guadalupe-Blanco River Authority

For GBRA:

Guadalupe-Blanco River Authority
Attention: General Manager/CEO
933 E. Court Street
Seguin, Texas 78155

For the Customer:

City of Lockhart
Attention: City Manager
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other Party.

7.20 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Kevin Patteson, General Manager

Date: _____

ATTEST:

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Kevin Patteson, General Manager and CEO of the GUADALUPE-BLANCO RIVER AUTHORITY, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the GUADALUPE-BLANCO RIVER AUTHORITY, a conservation district and political subdivision, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

CITY OF LOCKHART

By: _____
Lew White, Mayor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Lew White, Mayor of CITY OF LOCKHART, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF LOCKHART, a municipal corporation, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

EXHIBIT A
POINT OF DELIVERY



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: February 6, 2018 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>[Signature]</i> | 2-6-2018 | |
| Agenda Item Coordinator/Contact (include phone #): 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 2018-04 OF THE CITY COUNCIL OF LOCKHART, TEXAS, COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS LOCKHART SPRINGS DEVELOPMENT TO BE LOCATED AT THE NORTHEAST CORNER OF BORCHERT LANE AND SH 130 IN THE CITY OF LOCKHART | | | | |
| 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 | | | | |
| Bouldin Communities, LLC, is making an application for 2018 Housing Tax Credits, HOME Partnerships with the Texas Department of Housing and Community Affairs (TDHCA) to construct approximately 48 rental units 40 of which will be income based units. Bouldin requests financial support up to \$250 in a development fee waiver. The proposed location of these units is at the northeast corner of Borchert Lane and SH 130. | | | | |
| STAFF RECOMMENDATION | | | | |
| The City Manager as previously stated visited the Taylor Square Apts and Stepping Stone Apts in Taylor. Buildings and grounds appeared to be well maintained. If Council wishes to support this project, it will be to provide 40 income based units and 8 market rate units. TDHCA will make the final decision as to which project will receive the tax credits. Only one project will be approved for Lockhart. Council voted unanimously last time not to support Bouldin's application. | | | | |
| List of Supporting Documents: Resolution 2018-04, Letter of Intent, Presentation information | | | Other Departments, Boards, Commissions or Agencies: | |

RESOLUTION 2018-05

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS, COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES IN SUPPORT OF BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS LOCKHART SPRINGS DEVELOPMENT TO BE LOCATED AT THE NORTHEAST CORNER OF BORCHERT LANE AT SH 130 AS SHOWN ON EXHIBIT "A" ATTACHED HERETO

WHEREAS, Bouldin Communities, LLC has proposed the development of affordable rental housing known as Lockhart Springs Development proposed to be located northeast corner of Borchert Lane and SH 130 in the City of Lockhart, Caldwell County, Texas; and

WHEREAS, Bouldin Communities, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits for The Lockhart Springs Development; and

WHEREAS, in accordance with Section 11.9(d)(1) of the Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth that the City of Lockhart supports the Lockhart Springs Development application; and

WHEREAS, Bouldin Communities, LLC has requested a waiver of development/permit fees in the amount of \$250.00 for the Lockhart Springs Development as a commitment of development funding from the City of Lockhart, Texas.

THEREFORE, BE IT RESOLVED THAT,

The City Council of the City of Lockhart, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees.

FURTHER BE IT RESOLVED, that the City of Lockhart, acting through its governing body, hereby confirms that it supports the proposed Lockhart Springs Development, proposed to be located at the northeast corner Borchert Lane and SH 130, and that the formal action has been taken to put on record the opinion expressed by the City of Lockhart on February 6, 2018, and

FURTHER BE IT RESOLVED that for and on behalf of the Lockhart City Council, Lew White, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2018 at a regular meeting of the City Council of the City of Lockhart.

CITY LOCKHART

Lew White, Mayor

APPROVED AS TO FORM:

Peter Gruning
City Attorney

ATTEST:

Connie Constancio, TRMC
City Secretary

RESOLUTION 2018-04

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS, IN SUPPORT OF AND COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES FOR BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS RESIDENCES OF LOCKHART SPRINGS TO BE LOCATED APPROXIMATELY 1425 FEET SOUTH OF THE SOUTHWEST CORNER OF CITY LINE ROAD AND BORCHERT LANE AS SHOWN ON EXHIBIT "A" ATTACHED HERETO

WHEREAS, Bouldin Communities, LLC has proposed the development of affordable rental housing known as Residences of Lockhart Springs proposed to be located approximately 1425 feet south of the SWC of City Line Road and Borchert Lane in the City of Lockhart, Caldwell County, Texas; and

WHEREAS, Bouldin Communities, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits for The Residences of Lockhart Springs development; and

WHEREAS, in accordance with Section 11.9(d)(1) of the Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth that the City of Lockhart supports the Residences of Lockhart Springs application; and

WHEREAS, Bouldin Communities, LLC has requested a waiver of development/permit fees in the amount of \$250.00 for the Residences of Lockhart Springs development as a commitment of development funding from the City of Lockhart, Texas.

THEREFORE, BE IT RESOLVED THAT, The City Council of the City of Lockhart, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees.

FURTHER BE IT RESOLVED, that the City of Lockhart, acting through its governing body, hereby confirms that it supports the proposed Residences of Lockhart Springs development, proposed to be located approximately 1425 feet in the SWC of City Line Road and Borchert Lane, and that this formal action has been taken to put on record the opinion expressed by the City of Lockhart on January 16, 2018; and

FURTHER BE IT RESOLVED that for and on behalf of the Lockhart City Council, Lew White, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2018 at a regular meeting of the City Council of the City of Lockhart.

CITY LOCKHART

Lew White, Mayor

APPROVED AS TO FORM:

Peter Gruning
City Attorney

ATTEST:

Connie Constancio, TRMC
City Secretary

RESOLUTION 2018-04

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS, COMMITTING TO FINANCIAL SUPPORT BY WAIVING UP TO \$250 IN BUILDING FEES IN SUPPORT OF BOULDIN COMMUNITIES, LLC, WHICH IS TO DEVELOP AFFORDABLE RENTAL HOUSING TO BE KNOWN AS LOCKHART SPRINGS DEVELOPMENT TO BE LOCATED AT THE NORTHEAST CORNER OF BORCHERT LANE AT SH 130 AS SHOWN ON EXHIBIT "A" ATTACHED HERETO

WHEREAS, Bouldin Communities, LLC has proposed the development of affordable rental housing known as Lockhart Springs Development proposed to be located northeast corner of Borchert Lane and SH 130 in the City of Lockhart, Caldwell County, Texas; and

WHEREAS, Bouldin Communities, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits for The Lockhart Springs Development; and

WHEREAS, in accordance with Section 11.9(d)(1) of the Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth that the City of Lockhart supports the Lockhart Springs Development application; and

WHEREAS, Bouldin Communities, LLC has requested a waiver of development/permit fees in the amount of \$250.00 for the Lockhart Springs Development as a commitment of development funding from the City of Lockhart, Texas.

THEREFORE, BE IT RESOLVED THAT,

The City Council of the City of Lockhart, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees.

FURTHER BE IT RESOLVED, that the City of Lockhart, acting through its governing body, hereby confirms that it supports the proposed Lockhart Springs Development, proposed to be located at the northeast corner Borchert Lane and SH 130, and that this formal action has been taken to put on record the opinion expressed by the City of Lockhart on February 6, 2018; and

FURTHER BE IT RESOLVED that for and on behalf of the Lockhart City Council, Lew White, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2018 at a regular meeting of the City Council of the City of Lockhart.

CITY LOCKHART

Lew White, Mayor

APPROVED AS TO FORM:

Peter Gruning
City Attorney

ATTEST:

Connie Constancio, TRMC
City Secretary

EXHIBIT "A"

Legal Description

Purchaser shall purchase six (6.0) acres as determined by a certified surveyor in the west section of Caldwell County parcel 79289 (Legal Description: A068 CRENSHAW, CORNELIUS, ACRES 13.384; Geographic ID: 0003068-105-030-00)



LOCKHART SPRINGS DEVELOPMENT

48 Class A Residential Rental Townhomes

SITE LAYOUT

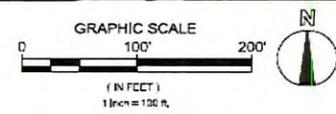
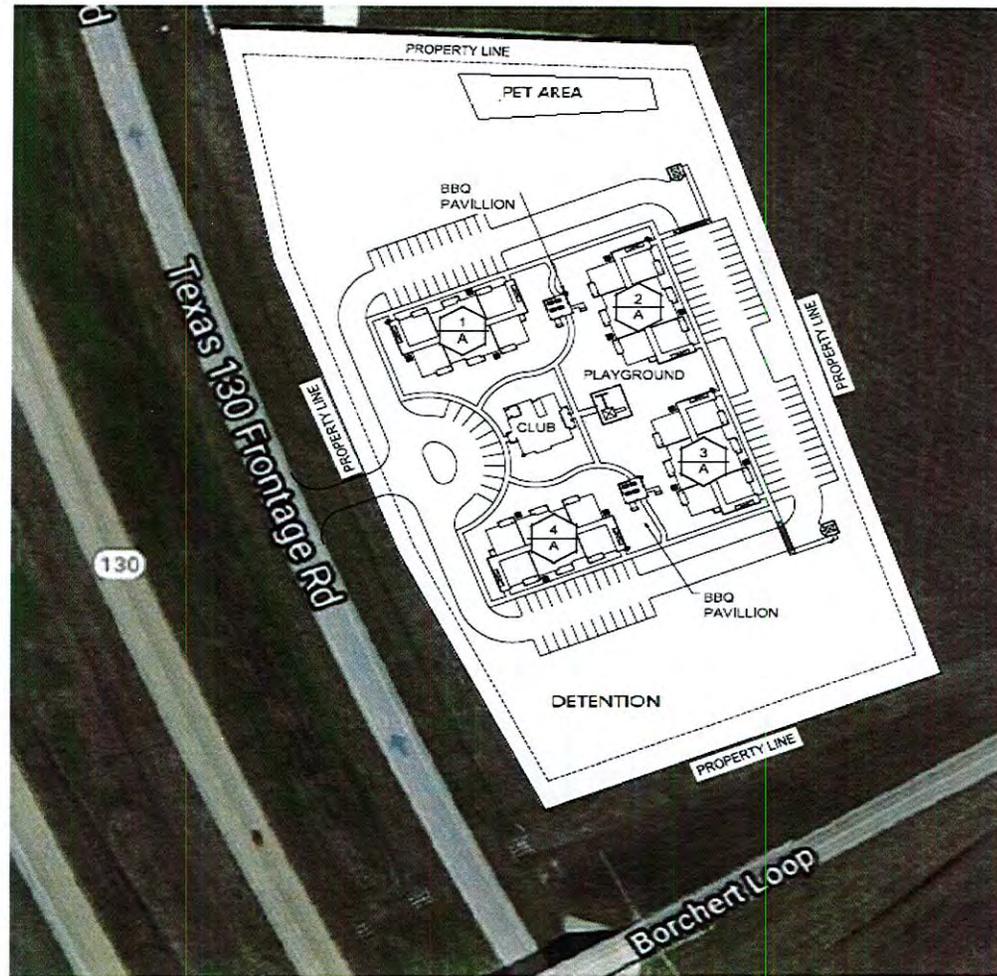
SITE DATA

2-STORY BUILDINGS
48 UNITS
6.0 ACRES
8.0 UNITS/ACRE
106 PARKING STALLS

AMENITIES
PLAYGROUND
BBQ PAVILLION
GREEN SPACE
PET AREA

BUILDING KEY

 BUILDING NUMBER
 BUILDING TYPE



SITE PLAN
SCALE 1" = 100'



BOULDIN CAPITAL
LOCKHART, TEXAS

A1.0
SITE PLAN
OPTION C1
Copyright © 2018

B | C
R | E

100

CLUBHOUSE VERTICAL RENDERING



101

B | C
R | E

CLUBHOUSE



102

$\frac{B}{R} \mid \frac{C}{E}$

BUILDING ELEVATION



103

CLUBHOUSE INTERIOR



104

SITE AMENITIES



105

B | C
R | E

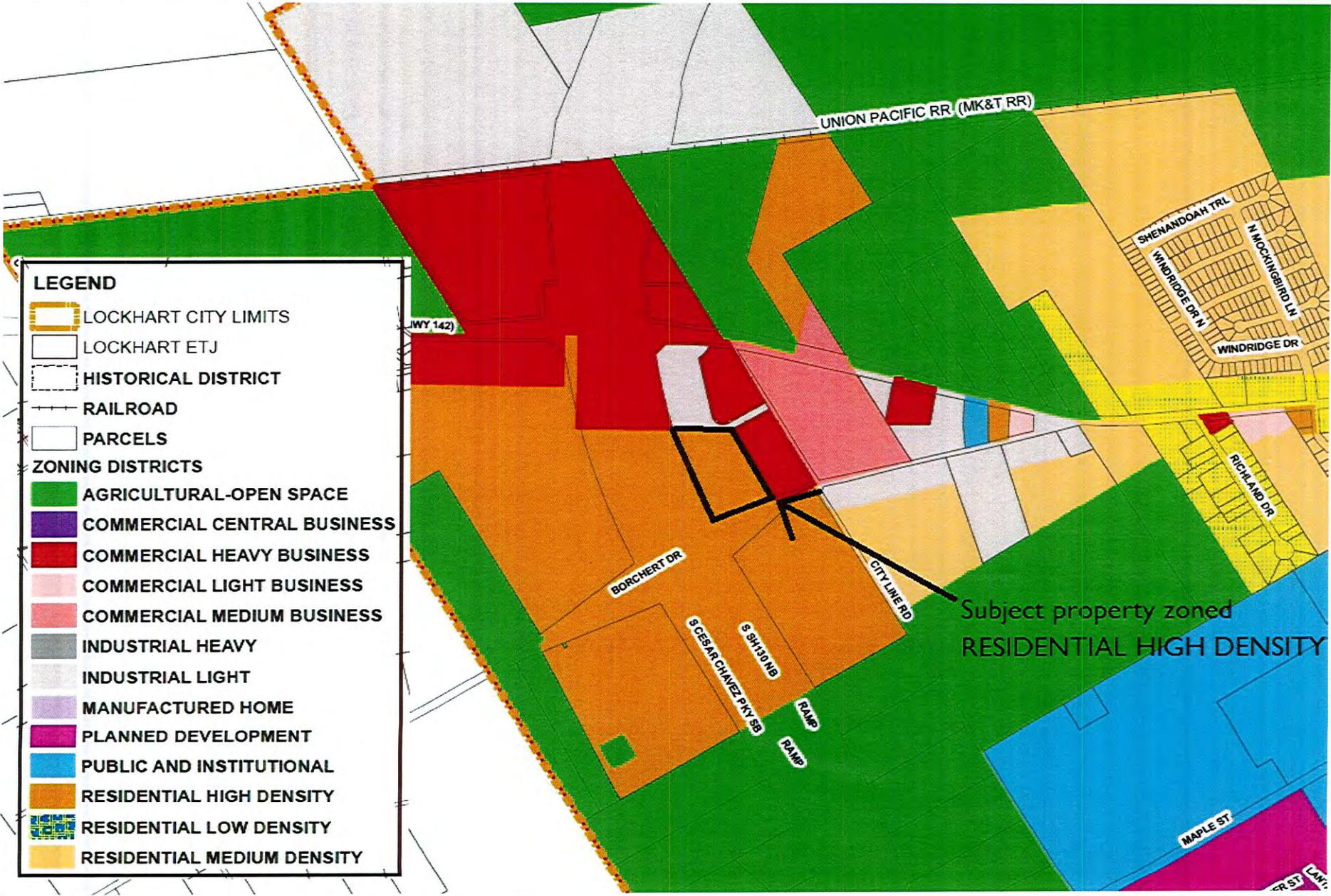
SITE AMENITY



106

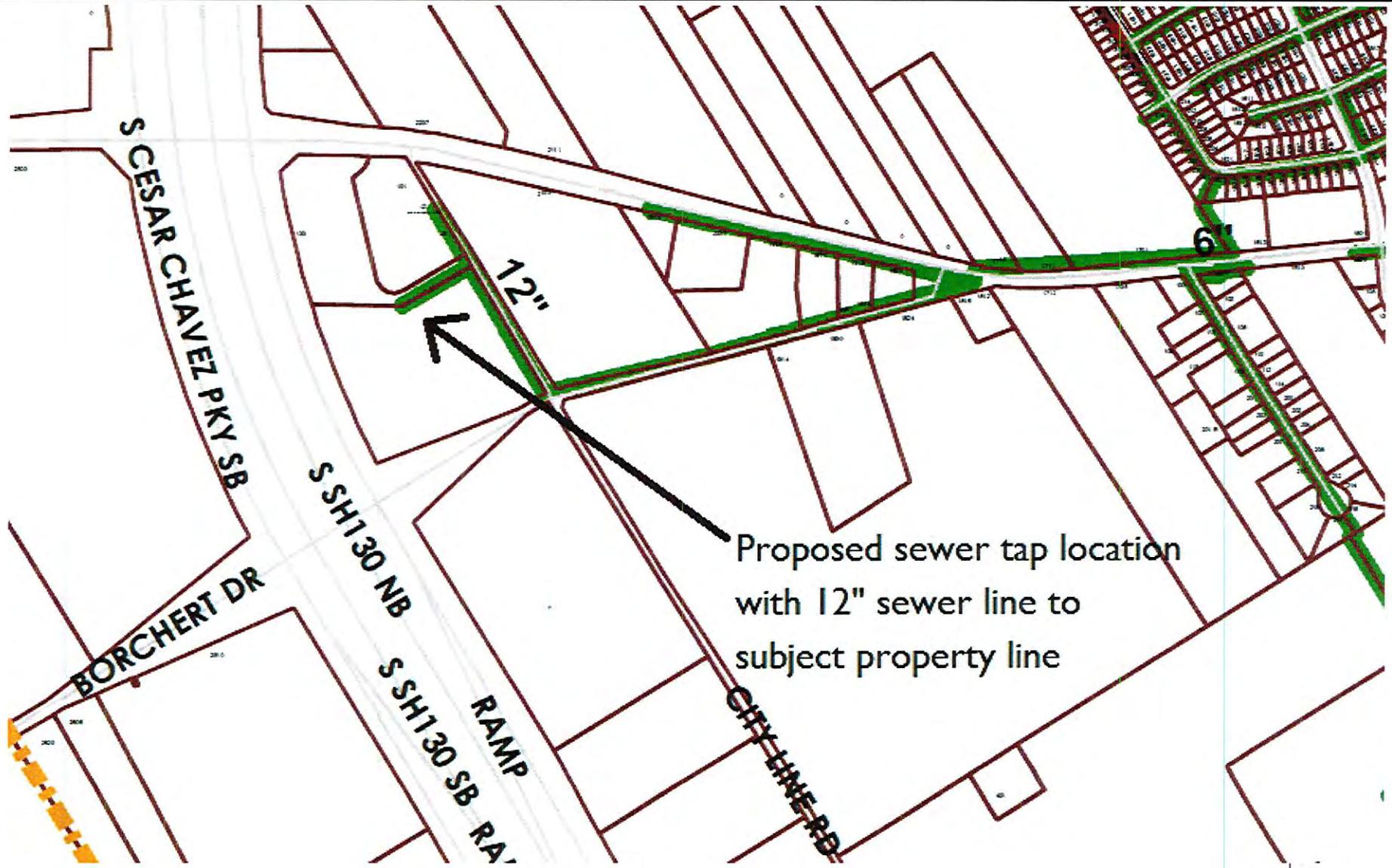
| | |
|---|---|
| B | C |
| R | E |

SUBJECT PROPERTY ZONING



107

SUBJECT PROPERTY SEWER

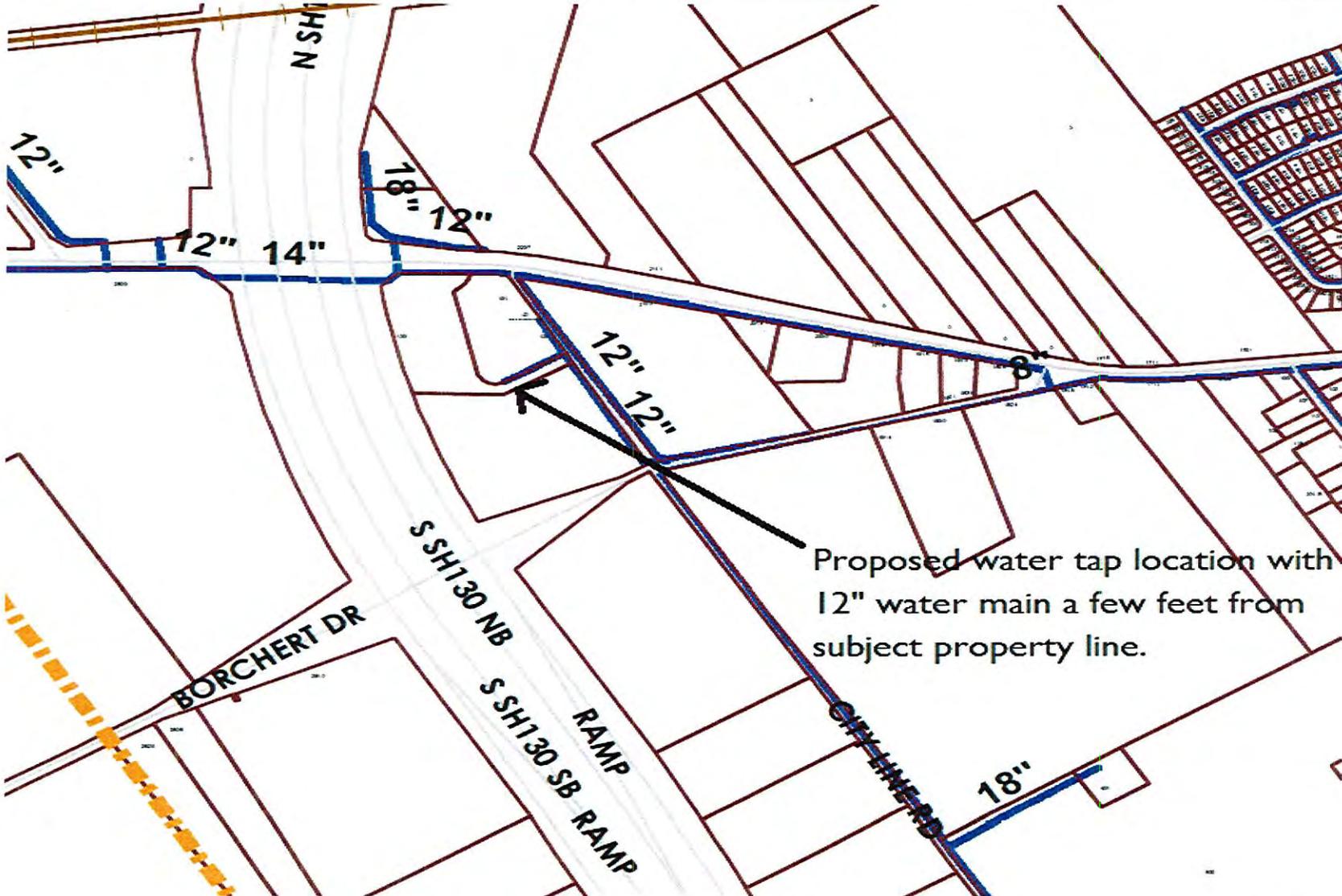


Proposed sewer tap location
with 12" sewer line to
subject property line

108

| | |
|---|---|
| B | C |
| R | E |

SUBJECT PROPERTY WATER



106

| | |
|---|---|
| B | C |
| R | E |

EXPERIENCED TEAM

Ben Farmer

F&H Construction of Burnet, TX

- Ben is a 3rd Generation Affordable Housing General Contractor, Builder and Owner with 44 developments and over 1,400 units (150 years and 12,000 units if you include F&H's Officers!).

Craig Carney

Carney Engineering PLLC of Plano, TX

- Carney Engineering, PLLC is a Texas based Engineering firm with 34 years of experience. Carney has successfully completed over 30 tax credit/bond financed projects in major metros and smaller markets.

Brian Rumsey

Cross Architects of Dallas, TX

- Brian is the founding partner of Cross Architects, a 42-person architectural firm started in 2003. Cross has designed 70+ LIHTC properties, and Brian has also developed several LIHTC properties with his brother.

Hugh Cobb

Alpha Barnes Real Estate Services of Dallas, TX

- With a 30+ year track record, Alpha Barnes has developed 20,000 units & currently manages 24,000+ units
- Alpha Barnes hires & trains on-site managers, markets and leases units, & maintains regulatory compliance

Cynthia Bast

Locke Lord LLP

- Cynthia is nationally recognized as a preeminent lawyer in the area of affordable housing and community development finance and community development finance and leads the Firm's Affordable Housing Section.

10



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: February 6, 2018 | | | | | |
| Department: City Manager | | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | | <i>[Signature]</i> | 1-30-2018 |
| 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 Council's suggestions for a logo to be painted on the new water tower to be constructed on FM 2001 near SH 130 to be considered at the first meeting in March, 2018 | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS | |
| Budget | | | | \$0.00 | |
| Budget Amendment Amount | | | | \$0.00 | |
| Encumbered/Expended Amount | | | | \$0.00 | |
| This Item | | | | \$0.00 | |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| FUND(S): | | | | | |
| SUMMARY OF ITEM | | | | | |
| City Manager seeks input from the Council at later date as to what logo should be painted on the new water tower to be constructed near FM 2001 and SH 130. Would like to get suggestions for Council to consider at the first meeting in March, 2018. | | | | | |
| STAFF RECOMMENDATION | | | | | |
| NA | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies: | | |



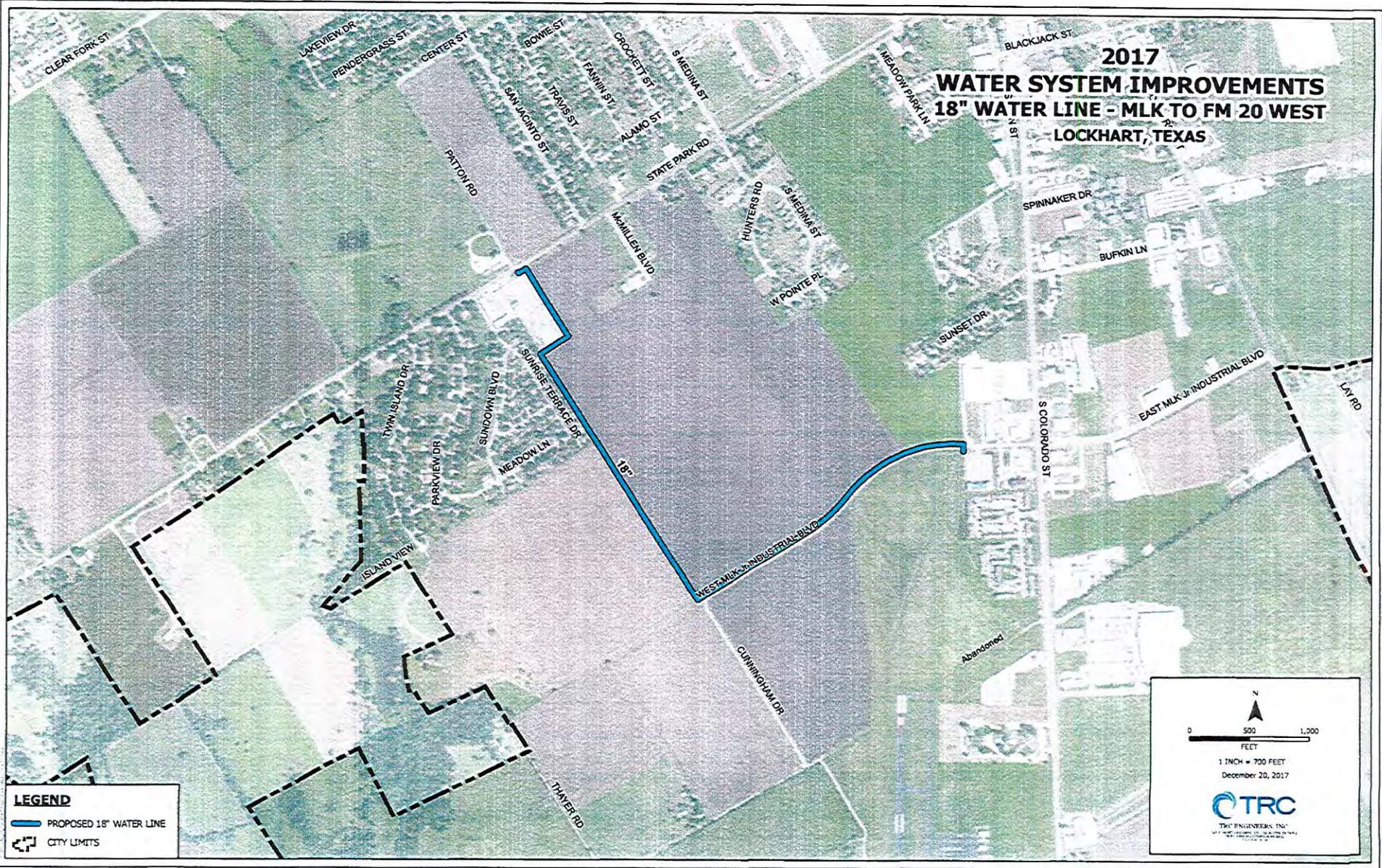
Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|---|--------------------------|---------------------|---|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: February 6, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> 1-31-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action after report by City Manager regarding water distribution projects that should be bid out over the next 90 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):2015 CO funds | | | | |
| SUMMARY OF ITEM | | | | |
| Projects include: (1) 18" water mains on MLK Jr West from Theatre to Cunningham, north to State Park Road to Patton Road, (2) Install water tower pump at Maple Street Tower to pump water north to the new water tower, (3) 18" water main from SH 142 north along east side of SH 130 frontage to FM 2001 Water Tower, (4) -Improvements and repairs at the Lockhart Water Treatment Plant. | | | | |
| STAFF RECOMMENDATION | | | | |
| NA | | | | |
| List of Supporting Documents: Map | | | Other Departments, Boards, Commissions or Agencies: | |

2017
WATER SYSTEM IMPROVEMENTS
18" WATER LINE - MLK TO FM 20 WEST
LOCKHART, TEXAS



113

**2017
WATER SYSTEM IMPROVEMENTS
SH 130 - 18" WATER MAIN
LOCKHART, TEXAS**

**500,000 Gallon
Elevated Tank**

**Proposed 18"
Water Main**

Pump Station

LEGEND

-  ELEVATED TANK
-  PUMP STATION
-  PROPOSED 18" WATER MAIN
-  CITY LIMITS

N

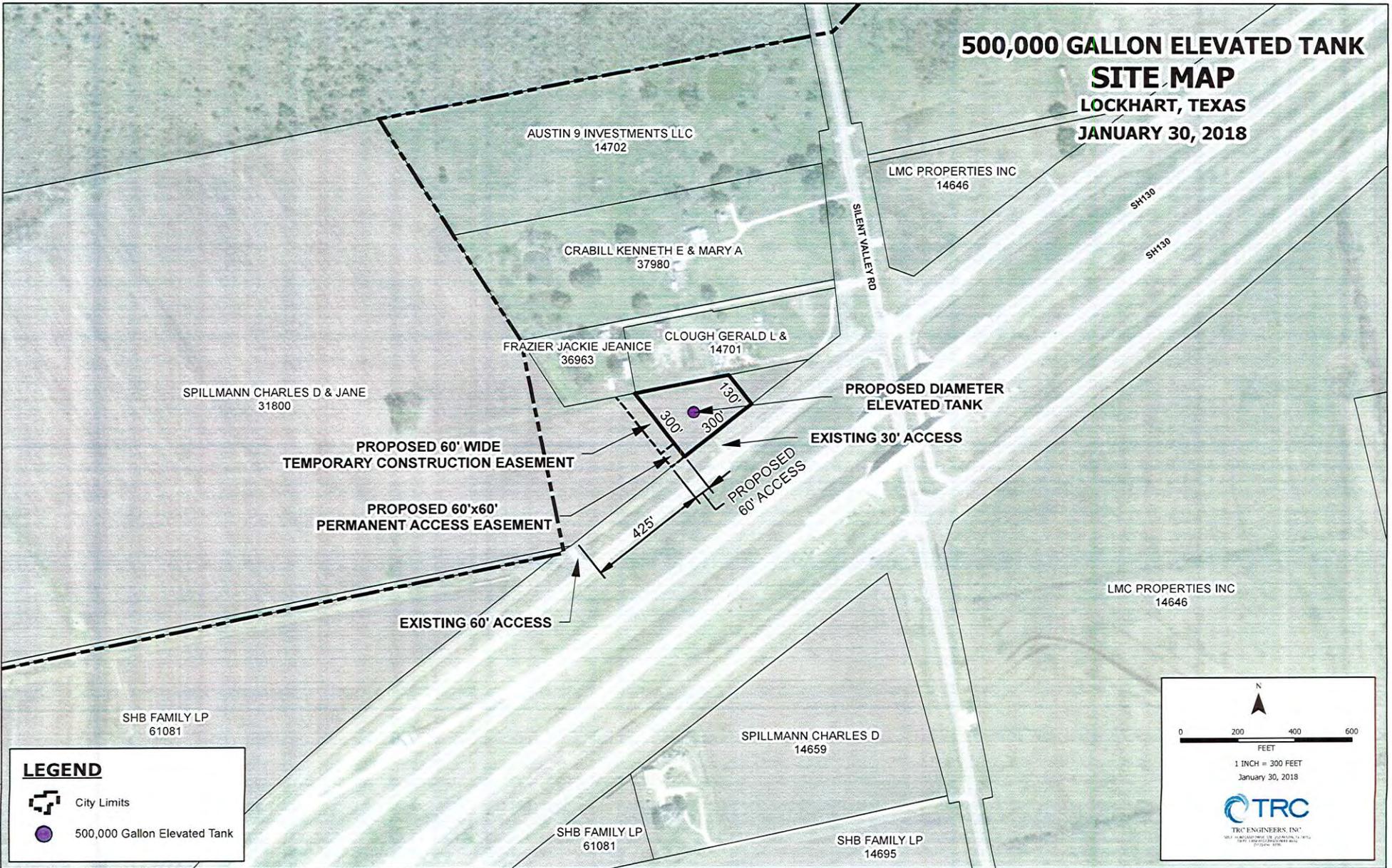
0 2,000 4,000 6,000
FEET

1 INCH = 3,200 FEET
January 10, 2018

TRC
TRC ENGINEERS, INC.
1001 W. UNIVERSITY DR., SUITE 200, LOCKHART, TEXAS 78740
512.388.8888

114

**500,000 GALLON ELEVATED TANK
SITE MAP
LOCKHART, TEXAS
JANUARY 30, 2018**



LEGEND

- City Limits
- 500,000 Gallon Elevated Tank

N

0 200 400 600
FEET

1 INCH = 300 FEET
January 30, 2018

TRC
TRC ENGINEERS, INC.
1011 W. UNIVERSITY DR., SUITE 100
LOCKHART, TEXAS 78740
(512) 391-1111

115



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: February 6, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>CR</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 type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action after update by Mayor White about progress towards hiring a new City Manager | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| Update | | | | |
| STAFF RECOMMENDATION | | | | |
| NA | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies: | |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|----------------------------------|---|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: February 6, 2018 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>VR</i> | 2-1-2018 |
| 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 Council FY 18-19 Goals meeting to be held Tuesday, February 13, at 6:30 in Council chambers | | | |
| 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 | | | |
| Council to hold Council FY 18-19 Goals Meeting on Tuesday, February 13 | | | |
| STAFF RECOMMENDATION | | | |
| Reminder that goals are needed asap to prepare summaries for Council | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---------------------|---|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: February 6, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>[Signature]</i> 1-29-2019 |
| 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 Council member appointments to a Wayfinding Signage and Community Branding Ad-Hoc Committee which can have assistance from the City Planner's Office which has compiled a considerable amount of information that can be provided to the committee | | | | |
| 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 | | | | |
| Mayor White asked this item brought to Council to appoint more members to the committee. The City Planner's office has compiled a considerable amount of wayfinding and branding information which can be provided to the committee for consideration. | | | | |
| STAFF RECOMMENDATION | | | | |
| NA | | | | |
| List of Supporting Documents: Previous minutes and appointment, History | | | Other Departments, Boards, Commissions or Agencies: | |

ITEM 3. CITIZENS/VISITORS COMMENTS.

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

ITEM 4-A. DISCUSSION AND/OR ACTION TO CONSIDER MINUTES OF THE CITY COUNCIL MEETING OF DECEMBER 19, 2017.

Mayor Pro-Tem Sanchez made a motion to approve the minutes. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 4-B. DISCUSSION AND/OR ACTION, AFTER A PRESENTATION BY JES HOLDINGS, LLC, OF AUSTIN, TEXAS, TO CONSIDER RESOLUTION 2018-01 STATING THE SUPPORT OF THE CITY COUNCIL FOR THE PROPOSED MAPLE PARK SENIOR VILLAGE DEVELOPMENT PROJECT TO BE CONSTRUCTED AT THE NORTHWEST QUADRANT OF CLEARFORK STREET AT CITY LINE ROAD.

Councilmember Michelson made a motion to approve Resolution 2018-01, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4-C. DISCUSSION AND/OR ACTION, TO CONSIDER RESOLUTION 2018-02 AGREEING TO WAIVE UP TO \$250 IN DEVELOPMENT FEES FOR JES HOLDINGS, LLC, OF AUSTIN, TEXAS, AS SUPPORT FOR THE PROPOSED MAPLE PARK SENIOR VILLAGE DEVELOPMENT PROJECT TO BE CONSTRUCTED AT THE NORTHWEST QUADRANT OF CLEARFORK STREET AT CITY LINE ROAD.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2018-02, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND/OR ACTION REGARDING FINALIZING APPOINTMENT AT THE NEXT REGULAR COUNCIL MEETING OF A WAY-FINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC COMMITTEE TO RESEARCH POSSIBILITIES AND TO MAKE RECOMMENDATIONS TO THE COUNCIL FOR CONSIDERATION.

Mayor White stated that three names of individuals to appoint to the ad-hoc committee were discussed during the work session.

Mayor Pro-Tem Sanchez made a motion to appoint Councilmember Kara McGregor, Roy Watson and Chris St. Ledger. Mayor White seconded. The motion passed by a vote of 7-0.

ITEM 4-E. DISCUSSION AND/OR ACTION AFTER PRESENTATION BY GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) REGARDING LONG TERM POTABLE WATER FOR THE CITY OF LOCKHART.

Mayor White announced that the presentation was made during the work session.

ITEM 4-F. DISCUSSION AND/OR ACTION REGARDING HAVING A SPECIAL COUNCIL MEETING TUESDAY, JANUARY 9, 2018, TO FURTHER DISCUSS THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) LONG TERM WATER PLAN ASSOCIATED COSTS AND POSSIBLE REVENUES, AND CONSIDER APPROVAL OF THE PROPOSED AGREEMENT.

Mayor Pro-Tem Sanchez made a motion to approve holding the special Council meeting on Tuesday, January 9, 2018 at 6:30 p.m. Councilmember Michelson seconded. The motion passed by a vote of 7-0.



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|--------------------------|---|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: January 2, 2018 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: | City Manager | | 2-29-2017 |
| 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 finalizing appointment at the next Council meeting of a Way-Finding Signage and Community Branding ad-hoc committee to research possibilities and to make recommendations to the Council for consideration | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CAPITAL <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 | | | |
| Mayor While asked that this item be on the agenda. Council discussed this at December 5, 2017, meeting. | | | |
| STAFF RECOMMENDATION | | | |
| N/A | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | |

LIST OF BOARD/COMMISSION VACANCIES

Updated: November 22, 2017

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

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

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

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| | |
|---|---|
| <p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p> | |
| <p>NOTES: AIRPORT ADVISORY BOARD</p> | <p>Sec. 4-26. Membership; appointments. The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p>Sec. 4-28. Eligibility for board membership. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p>Sec. 4-32. Limitations of authority. The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p> |
| <p>NOTES: CONSTRUCTION BOARD APPOINTMENTS</p> | <p><i>Section B101.4, Board Decision,</i> is amended to read as follows: The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board,</i> is amended to read as follows: Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p> |
| <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> |
| <p>WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</p> | <p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p> |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| Councilmember | Board/Commission | Appointee | Date Appointed |
|---------------------------------|---------------------------------|---------------------------|-----------------------|
| Mayor – Lew White | Airport Board | John Hinnekamp | 12/19/17 |
| | Board of Adjustment | Mike Annas | 12/19/17 |
| | Construction Board | Ralph Gerald | 12/19/17 |
| | Ec Dev. Revolving Loan | Barbara Gilmer | 12/19/17 |
| | Ec Dev. Corp. ½ Cent Sales Tax | Alan Fielder, Vice-Chair | 12/19/17 |
| | Electric Board | Joe Colley, Chair | 12/19/17 |
| | Historical Preservation | John Lairsen | 12/19/17 |
| | Library Board | Stephanie Riggins | 12/19/17 |
| | Parks and Recreation | Albert Villalpando, Chair | 12/19/17 |
| | Planning & Zoning | Paul Rodriguez | 12/19/17 |
| | ETJ Rep-Impact Fee Adv Comm | Larry Metzler | 12/19/17 |
| | District 1 – Juan Mendoza | Airport Board | Larry Burrier |
| Board of Adjustment | | Lori Rangel | 03/07/17 |
| Construction Board | | Mike Votee | 03/07/17 |
| Eco Dev. Revolving Loan | | Ryan Lozano | 03/07/17 |
| Eco Dev. Corp, ½ Cent Sales Tax | | Dyral Thomas | 03/07/17 |
| Electric Board | | Thomas Herrera | 03/07/17 |
| Historical Preservation | | Victor Corpus | 03/07/17 |
| Library Board | | Shirley Williams | 03/07/17 |
| Parks and Recreation | | Linda Thompson-Bennett | 03/07/17 |
| Planning & Zoning | | Marcos Villalobos | 03/07/17 |
| District 2– John Castillo | Airport Board | Reed Coats | 03/07/17 |
| | Board of Adjustment | Juan Juarez | 03/07/17 |
| | Construction Board | Israel Zapien | 03/07/17 |
| | EcoDev. Revolving Loan | Rudy Ruiz | 03/07/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Fermin Islas, Chair | 03/07/17 |
| | Electric Board | James Briceno | 03/07/17 |
| | Historical Preservation | Ron Faulstich | 03/07/17 |
| | Library Board | Donnie Wilson | 03/07/17 |
| | Parks and Recreation | James Torres | 03/07/17 |
| | | Rob Ortiz, Alternate | 03/07/17 |
| | Planning & Zoning | Manuel Oliva | 03/07/17 |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|--|---------------------------------|------------------------------|----------|
| District 3 – Kara McGregor | Airport Board | Ray Chandler | 03/07/17 |
| | Board of Adjustment | Anne Clark, Vice-Chair | 12/19/17 |
| | | Kirk Smith (Alternate) | 12/05/17 |
| | Construction Board | Jerry West, Vice-Chair | 03/07/17 |
| | Eco Dev. Revolving Loan | Lew White, Chair | 12/19/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Nic Irwin | 12/05/17 |
| | Electric Board | Thomas Stephens | 12/19/17 |
| | Historical Preservation | Ronda Reagan | 12/19/17 |
| | Library Board | Jean Clark Fox, Chair | 12/19/17 |
| | Parks and Recreation | Warren Burnett | 12/05/17 |
| Planning & Zoning | Philip McBride, Chair | 12/19/17 | |
| District 4 - Jeffrey Michelson | Airport Board | Mark Brown, Vice-Chair | 03/07/17 |
| | Board of Adjustment | Wayne Reeder | 12/05/17 |
| | Construction Board | Rick Winnett | 12/05/17 |
| | Eco Dev. Revolving Loan | Frank Coggins | 12/05/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Morris Alexander | 12/05/17 |
| | Electric Board | VACANT-Denny resigned 5/4/17 | |
| | Historical Preservation | Kathy McCormick | 12/05/17 |
| | Library Board | Donaly Brice | 12/05/17 |
| | Parks and Recreation | Russell Wheeler | 12/05/17 |
| | Planning & Zoning | Mary Beth Nickel | 12/05/17 |
| 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 Richard Thomson Rebecca Lockhart Dennis Placke Christina Black | 03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17 03/07/17 |
| | 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 12/19/17– Councilmember McGregor 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 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White |

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 Dyrall Thomas | 09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/19/17 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza |
| | Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members) | Kara McGregor Roy Watson Chris St. Ledger | 01/02/2018 01/02/2018 01/02/2018 |

b2.1

| 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 properies | | 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. |
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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 |

