

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, OCTOBER 2, 2018

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

No work session will be held during the October 2, 2018 meeting to allow the City Council and staff to attend an event prior to the meeting

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER
Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE
Invocation.
Pledge of Allegiance to the United States and Texas flags.

3. PRESENTATION
A. The Muscular Dystrophy Association to present a plaque to the Lockhart Fire Department for their participation in the 2018 "MDA Fill the Boot" drive.
B. Presentation of a proclamation to the Hays-Caldwell Women's Center declaring October as "National Domestic Violence Awareness Month".

4. 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.)

5. DISCUSSION/ACTION ITEMS
A. Discussion and/or action to consider the minutes of the September 18, 2018 City Council meeting. 5-14
B. Discussion and/or action regarding recommendation to approve Change Order No. 1 to Blackrock Construction of Mansfield, Texas in the amount of \$7,587.50 increasing the contract to \$468,188.50 for the installation of 125 feet of 18-inch ductile iron water main on MLK Jr. Industrial Blvd and appointing the Mayor to sign all contractual documents. 15-24
C. Discussion and/or action regarding recommendation to award bid to Nighthawk Construction of Lockhart, Texas in the amount of \$217,666.00 for the installation of approximately 2,585 feet of 18-inch PVC water main along SH 130 from West San Antonio Street north towards Silent Valley Road and appointing the Mayor to sign all contractual documents. 25-32

DISCUSSION AND/OR ACTION continued....

- D. Discussion and/or action to consider approval of Ordinance 2018-28 amending Chapter 58 to add Section 58-45 titled "Good Neighbor Utility Contribution Program" whereby City utility customers may voluntarily contribute \$1 or more in whole dollars to this fund on their utility bill or contribute otherwise to the fund to help other City utility customers that need assistance from time to time paying their utility bill. 33-46
- E. Discussion and/or action to consider approval of a Worksite Training Agreement with Workforce Solutions of Rural Capital Area whereby they would provide funding for a person to work and train at the Library for 320 hours, and appointing the Mayor to sign the agreement if approved. 47-51
- F. Discussion and/or action to consider approval of a Houston-Galveston Area Council (HGAC) purchase of a "Initial Attack Pumper" in the amount of \$218,200 for the Fire Department from HME, Incorporated of Wyoming, Michigan, and appointing the Mayor to sign all required documents if approved. 52-61
- G. Discussion and/or action to consider approval of the purchase of fire equipment in the amount of \$11,600 to deploy on the "Initial Attack Pumper" being purchased from HME, Incorporated of Wyoming, Michigan. 62
- H. Discussion and/or action to consider request from Michael Mann of Caracara Brewing Company for financial support in the amount of \$3,307.95 and in-kind support for a Locktoberfest Event to be held downtown on Saturday, October 13, 2018. 63-70
- I. Discussion and/or action to consider approval of staff to pursue a 2018 Community Development Block Grant (CDBG) and to select one elected official to work with two City employees recommended by the City Manager to serve on an evaluation team to review qualified vendor applications and proposals to be the Grant Administrator for an application funded under the Texas Department of Agriculture (TDA). 71-73
- J. Discussion and/or action to consider approval of new negotiated Ambulance (EMS) Billing and Related Professional Services agreement with K&P Associates, Inc. dba Specialized Billing & Collection Systems of Texas for Emergency Medical Services (EMS) provided by the City of Lockhart with new lower rate, and appointing the Mayor to sign the agreement if approved. 74-82
- K. Discussion and/or action to consider approval of a Business Associate Agreement with Specialized Billing and Collection Systems of Texas whereby it agrees to protect the privacy of certain individually identifiable health information or Protected Health Information (PHI) in the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and as required by the US Department of Health & Human Services (HHS) Privacy Standards, and appointing the Mayor to sign the agreement if approved. 83-90
- L. Discussion and/or action to consider proposed Clear Fork Ranch Municipal Utility District (MUD) on Borchert Loop south of SH 142 which according to the Texas Water Code requires approval from the City of Lockhart because a portion of the MUD is in the City of Lockhart Extraterritorial Jurisdiction (ETJ). 91-96

DISCUSSION AND/OR ACTION continued....

- M. Discussion and/or action regarding recommendation by City Manager and Public Works Director to proceed with the process required to abate the asbestos and lead for both structures and based on the recommendation of the Ad Hoc Advisory Committee to proceed with demolition of the parish hall at the donated 728 South Main Street property if funds are available and to continue working with Meals on Wheels of Central Texas regarding possible use of the sanctuary building. 97-104
- N. Discussion and/or action regarding appointments to various boards, commissions or committees. 105-112

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

- Update: The contractor has completed about 75% of the new 18" water main on West Martin Luther King Jr Industrial Blvd. that will connect to the large main on State Park Road at Patton. Rain delays.
- Update: The Stanton Apartments construction is well underway. Rain Delays.
- Update: The new Valero Store and strip center just south of Stanton Apartments has its permits and preconstruction meeting has been held. Rain Delay.
- Update: Vintage Springs Development is back on track and has requested that the City allow them to start their dirt work.
- Update: A grant application to St. David's Hospital Group seeking funds to extend the sidewalk from Commerce Street into City Park and further connecting the schools has been submitted; should hear about a decision within the next 60-90 days.
- Reminder: Hill County Championship BBQ Cook-off Event to be held Friday and Saturday, October 12-13 in Lockhart City Park.
- Report: Texas Swing Festival event held September 28 and 29 downtown.
- City Manager comments.

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 28th day of September 2018 at 3:52 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register

Connie Constancio

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
REGULAR MEETING**

SEPTEMBER 18, 2018

6:30 P.M.

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

Council present:

Mayor Lew White	Councilmember John Castillo (arrived at 6:39 pm)
Councilmember Juan Mendoza	Councilmember Kara McGregor
Councilmember Brad Westmoreland	Mayor Pro-Tem Angie Gonzales-Sanchez (arrived at 6:35 pm)

Council absent:

Councilmember Jeffry Michelson

Staff present:

Vance Rodgers, City Manager	Connie Constancio, City Secretary
Peter Gruning, City Attorney	Julie Bowermon, Civil Service/Human Resources Director
Pam Larison, Interim Finance Director	Sean Kelley, Public Works Director
Ernesto Pedraza, Police Chief	Dan Gibson, City Planner
Kevin Waller, Assistant City Planner	

Citizens/Visitors Addressing the Council: John Cyrier, John Uhls and Stanley Martin, Representatives of the Airport; and Citizens; Brooks Calavan, Coyle Buhler, Ronda Reagan, Joan Anchondo, and Kathy McCormick.

Work Session 6:30 p.m.

Mayor White announced that Councilmember Michelson will not be attending the meeting. Mayor Pro-Tem Sanchez and Councilmember Castillo should arrive soon.

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

PRESENTATION ONLY

A. PRESENTATION OF A PROCLAMATION DECLARING SEPTEMBER 18, 2018 AS "SUSAN SMITH DAY" IN HONOR OF HER RETIREMENT AFTER 24 YEARS OF DEDICATED SERVICE AND LEADERSHIP AS EXECUTIVE DIRECTOR OF THE TEXAS MUNICIPAL LEAGUE MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL (TMLIEBP).

Mayor White stated that Susan Smith was not able to attend the meeting. He read the proclamation and thanked Ms. Smith for her dedication to the TMLIEBP.

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF AUGUST 28, 2018 AND SEPTEMBER 4, 2018.

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

B. DISCUSS RESOLUTION 2018-15 APPROVING INVESTMENT POLICY FOR THE CITY OF LOCKHART, TEXAS.

Ms. Larison stated that the Texas Public Funds Investment Act requires governing bodies of an investing entity to adopt and annually review a written investment policy and to approve any changes to the policy. She stated that there are no changes to the 2018 investment policy.

Mayor Pro-Tem Sanchez arrived at 6:35 p.m.

C. DISCUSS RESOLUTION 2018-16 AUTHORIZING THE BANK OZK TO ACCEPT STEVEN LEWIS AS A DESIGNATED SIGNATORY FOR THE CITY OF LOCKHART; AND REMOVING VANCE RODGERS AND BENNY HILBURN FROM THE CORPORATE AUTHORIZATION RESOLUTION TO BE EFFECTIVE OCTOBER 8, 2018.

Ms. Larison stated that the Bank of the OZK requires the Entity Authorization as the bank depository for new accounts and any changes during the depository agreement period. Steven Lewis, new City Manager will replace Vance Rodgers. Benny Hilburn will be removed as a signer. The authorized signers for Bank OZK will be effective October 8, 2018.

D. DISCUSS RESOLUTION 2018-17 AMENDING TEXPOOL'S AUTHORIZED REPRESENTATIVES EFFECTIVE OCTOBER 8, 2018.

Ms. Larison stated that TexPool requires a Council resolution to change personnel authorized to transact business with TexPool Participant Services. This resolution will delete retired City Manager Vance Rodgers and add new City Manager, Steven Lewis effective October 8, 2018. All other representatives remain unchanged.

Councilmember Castillo arrived at 6:39 p.m.

E. DISCUSS PROPOSAL BY 4J SECURITY SERVICES TO PROVIDE UNARMED, UNIFORMED, STATE LICENSED SECURITY OFFICER SERVICES AT THE CITY OF LOCKHART DR. EUGENE CLARK LIBRARY AT A COST OF \$17.90 PER HOUR AND AUTHORIZING THE CITY MANAGER TO FINALIZE THE CONTRACT WITH REVIEW BY THE CITY ATTORNEY AND FOR THE MAYOR TO SIGN THE CONTRACT FOR THE SERVICES.

Ms. Bowermon stated that on August 21, 2018, Council considered this item and awarded the contract to Texas Regional Protective Services. While working to finalize the contract, Texas Regional Protective Services elected to withdraw their proposal due to insurance requirements. When request for proposals were sought in compliance with State law, four proposals were received. Texas Regional Protective Services was the lowest proposal. After evaluating the remaining proposal, although Vets Securing America is the next lowest proposal, they charge overtime/holiday rates and have been unable to be reached by phone since September 7, 2018. The next lowest proposal is 4J Security Services. This company has been providing temporary security guard services to the Library since August 2018. Reference checks have been performed and show a history of satisfied customers. 4J Security Services is highly recommended by the Library's former security guard provider and Library staff has been pleased with their performance while serving as the temporary security service during the past month. The company will provide general liability and workers' compensation insurance naming the City as an additional insured. The contract allows for termination if services are not satisfactory to the City. Ms. Bowermon recommended approval.

F. DISCUSS PURCHASE OF CELL PHONE FORENSIC EXTRACTION DEVICE AND RELATED TRAINING IN THE AMOUNT OF \$18,204 FROM CELLEBRITE, INC.

Chief Pedraza stated that investigations must move fast to find evidence with numerous data sources impacting each investigation, complicated encryption and the growing shift to cloud-based apps and storage, there's no time for device backlogs, uncooperative service providers or long, manual reviews of disparate data. Lockhart Police investigators need extraction, decoding, and analysis capabilities that deliver the whole picture in great detail. Cellebrite lab solution series delivers digital intelligence by uncovering the most data from the widest variety of devices, applications, social media and cloud-based sources. Investigators are also able to share unified data between integrated tools, examine data more easily and quickly, and eliminate the need to correlate and merge different data formats. Investigators can then collaborate on and analyze the information they need to solve cases faster. Chief Pedraza recommended approval. Mr. Rodgers stated that the equipment can be purchased because Municipal Court traffic fine revenues which are part of the General Fund are well above budget. There was discussion. Chief Pedraza stated that Cellebrite is a single source and it is the only company that provides this specific device.

G. DISCUSS IN THE INTEREST OF A PUBLIC PURPOSE, AN ASSIGNMENT OF LEASE WITH MINOR ADJUSTMENTS TO THE EXISTING LEASE FROM STANLEY B. MARTIN TO MARTIN & MARTIN AVIATION, LLC, COMPRISED OF MEMBERS JOHN CYRIER, KEN (REINE) SMITH, AND KEITH UHLS, AND APPOINTING THE MAYOR TO SIGN THE LEASE IF APPROVED.

Mr. Rodgers stated that Mr. Stanley B. Martin has been the Fixed Base Operator (FBO) for many years at the Lockhart Municipal Airport. Mr. Martin requests to be out of the FBO business effective October 1, 2018. Mr. Martin desires to assign his ground lease to Martin & Martin Aviation comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls. Biographical information about these individuals and their relevant aircraft experience was provided. The current lease expires on October 31, 2020. Martin & Martin Aviation has requested, and the City Manager agrees to three minor changes in the current lease as follows: 1) up to a 10-year lease extension option at the end of the current lease; 2) that the provision requiring 2.5% of fuel sale be paid to the City annually be removed (\$1,500 annually); and, 3) that the FBO does not have to be open on Sundays.

John Cyrier thanked Mr. Rodgers for his dedication to the airport. He also thanked Stanley Martin and his father for their commitment to the airport for the past couple of decades. He gave a brief aviation history of himself, Mr. Smith, and Mr. Uhls.

Stanley Martin stated that he felt comfortable assigning the FBO to members of Martin & Martin Aviation. Mr. Rodgers thanked Stanley Martin for his dedication to the airport. There was discussion.

H. DISCUSS IN THE INTEREST OF A PUBLIC PURPOSE OF AN EXTENSION OF LEASE AGREEMENT REGARDING A GROUND LEASE, A NEW STRUCTURE LEASE AND NEW RATES WITH MR. H.L. BAKER AT THE LOCKHART MUNICIPAL AIRPORT, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.

Mr. Rodgers stated that Mr. Baker has a hangar at the Lockhart Municipal Airport. His ground lease expires on July 1, 2020. At that time, the structure on the ground lease becomes the property of the City of Lockhart. Mr. Baker desires to extend the ground lease until July 1, 2025 for which the current rates apply. He realizes that he must start paying a structure lease fee of \$150 per month in addition to the annual ground lease (18 cents per square foot) of \$576.00. The Extension of Lease Agreement contains all requirements that Mr. Baker must abide by as the Lessee. Mr. Rodgers recommended approval.

I. DISCUSS IN THE INTEREST OF A PUBLIC PURPOSE OF AN ASSIGNMENT AND RELEASE OF A LEASE AGREEMENT WITH MR. TED JONES AND IT BEING ASSIGNED TO MR. PHILLIP CLINE, AND REGARDING AN EXTENSION OF LEASE AGREEMENT FOR A GROUND LEASE AND A NEW STRUCTURE LEASE, AND NEW RATES WITH MR. PHILLIP CLINE AT THE LOCKHART MUNICIPAL AIRPORT, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENTS IF APPROVED.

Mr. Rodgers stated that Ted Jones has had an airport ground lease on which he placed a structure in 1994. Because of his age and moving out of state, he sold in interest in the structure and desires to assign the ground lease to Phillip Cline. The ground lease expires September 16, 2019. At that time, the structure on the ground lease becomes the property of the City of Lockhart. Mr. Cline desires to extend the ground lease until September 16, 2024 for which the current rates apply. He realizes that he must start paying a structure lease fee of \$121.88 per month in addition to the annual ground lease (18 cents per square foot) of \$526.50. The Renewal of Lease Agreement contains all requirements that Mr. Cline must abide by as the Lessee. Mr. Rodgers recommended approval.

J. DISCUSS SETTING UP A “GOOD UTILITY NEIGHBOR CONTRIBUTION PROGRAM” WHEREBY UTILITY CUSTOMERS CAN DONATE FUNDS TO GO INTO A SPECIAL ACCOUNT FOR OTHER CUSTOMERS THAT NEED HELP IN PAYING THEIR UTILITY BILL FROM TIME TO TIME; THE FUNDS WOULD BE DEPOSITED INTO A SPECIAL ACCOUNT WITH COMMUNITY ACTION, INC., OF CENTRAL TEXAS WHICH WOULD DISTRIBUTE THE FUNDS BASED ON THEIR CRITERIA.

Mr. Rodgers stated that such a program exists in a few other cities in the area (San Marcos and Bastrop). Community Action would have control of the funds once deposited and would charge an 8% administrative fee for their services. Their criteria would be the guide in determining who receives assistance. The program has worked well in San Marcos and Bastrop. Mr. Rodgers recommended approval.

There was discussion regarding how an individual can contribute to the fund. Mr. Rodgers stated that the City would create a form that would be included with the utility bill.

K. DISCUSSION AFTER PRESENTATION OF A DRAFT CITY OF LOCKHART PERSONNEL POLICY.

Mr. Rodgers stated that the personnel policy was created in 1986. It has been amended from time to time through ordinances and/or by staff. Lynn, Ross & Gannaway is the law firm that Julie Bowermon has been working with to compile the updated draft personnel policy. He stated that he discussed it with Steve Lewis who indicated that he would present it to the Council for consideration of adoption in the future.

Ms. Bowermon stated that the current personnel policy was created on a typewriter and is filled with handwritten notes and references, amending ordinances, and it is not very user friendly. Requests for an updated policy manual have been made over the years by both staff and Councilmembers. The draft was created with the assistance of attorney Bettye Lynn of Lynn, Ross & Gannaway. The firm focuses on the representation of public and private-sector employers in matters involving labor and employment issues. She provided information regarding proposed major changes to several sections of the personnel policy.

There was discussion regarding employees receiving a copy of the personnel policy when it is adopted. Ms. Bowermon stated that the adopted policy would be provided to each employee in addition to newly hired employees.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 7:50 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Sanchez 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. There were none.

ITEM 4-A. HOLD THE SECOND OF TWO PUBLIC HEARINGS ON A PROPOSAL TO INCREASE TOTAL TAX REVENUES FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING YEAR BY 5.648878 PERCENT. ANNOUNCE THAT THE DATE OF THE VOTE ON THE TAX RATE WILL BE SEPTEMBER 25, 2018 AT 6:30 P.M. AT THE CLARK LIBRARY ANNEX – COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TX 78644.

Mayor White opened the public hearing at 7:52 p.m.

Ms. Larison stated that this is the second of two public hearings concerning the increase of tax revenues. The public hearings are required by State law if the proposed tax rate exceeds the effective tax rate. Ms. Larison stated that the tax rate adoption would be held on September 25, 2018 at 6:30 p.m. at the Clark Library Annex-Council Chambers, 3rd Floor, 217 South Main Street.

Mayor White requested citizens in favor of or against the proposed tax rate to address the Council. There were none. He closed the public hearing at 7:54 p.m.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-18-11 BY BROOKS CALAVAN ON BEHALF OF BPCH, LLC FOR A ZONING CHANGE FROM MH MANUFACTURED HOME DISTRICT TO AO AGRICULTURAL-OPEN SPACE DISTRICT FOR 5.052 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1500 NORTH PECOS STREET.

Mayor White opened the public hearing at 7:55 p.m.

Mr. Gibson stated that the current MH zoning classification allows a subdivision containing manufactured and/or site-built homes by-right, and a manufactured home park upon approval of a specific use permit (SUP). The applicant wishes to develop a recreational vehicle (RV) park on the subject property. RV parks are allowed only in the AO and CHB districts, and require a SUP in both. The first step is rezoning the property to either AO or CHB and, if the zoning change is approved, the second step will be a SUP application for approval of the RV park. Because the site is along a street that is otherwise primarily single-family residential and has a future designation of low density residential on the Lockhart 2020 Land Use Plan map, staff encouraged the applicant to choose the lower intensity AO district option instead of the high intensity of CHB district. This application and public hearing are only for the proposed rezoning to AO, and are not specifically for an RV park, which would be subject to approval of a specific use permit

if the zoning change is successful. The requested AO district zoning classification is not exactly consistent with the Low Density residential designation on the Land Use Plan map, but neither is the existing MH district zoning classification. For uses allowed by-right in the AO district, it would be considered less intensive than low density residential. Some uses listed as specific uses, though, could be more intensive, such as the planned RV park. The only other zoning that more closely aligns with the Land Use Plan map designation is the RLD district, which is low density residential. Mr. Gibson stated that the Planning and Zoning Commission recommended denial due to zoning related concerns and because the applicant was not present. He stated that he found out after the meeting that the applicant attempted to attend the meeting but was unable to find the entrance to the Glosserman Room. Staff recommended approval. There was discussion.

Mayor White requested the applicant to address the Council.

Brooks Calavan, 11501 Silverlake Court, Austin, stated that he was present before the Planning and Zoning Commission meeting and that he had every intention to attend but he was unable to find the entrance to the Glosserman Room because the doors upstairs were locked. He did not know that there was a second entrance downstairs. He stated that he is requesting that the property be rezoned to AO to allow an RV park. He believes that managing an RV park is much easier than a manufactured home park. In an RV park, the utilities would be leased, not the property. He spoke with homeowners in the area, and none expressed opposition. He requested approval. There was discussion.

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

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

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:29 p.m.

ITEM 4-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-20 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 5.052 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, AND LOCATED AT 1500 NORTH PECOS STREET, FROM MH MANUFACTURED HOME DISTRICT TO AO AGRICULTURAL-OPEN SPACE DISTRICT.

Councilmember McGregor made a motion to approve Ordinance 2018-20, as presented. Councilmember Westmoreland seconded. The motion failed by a tie vote of 3-3, with Mayor Pro-Tem Sanchez and Councilmembers Castillo and Mendoza opposing.

ITEM 4-D. HOLD A PUBLIC HEARING REGARDING ADOPTING THE HISTORICAL ZONING OVERLAY MAP AS A SUPPLEMENT TO THE OFFICIAL ZONING MAP, AND DESIGNATING ELEVEN PROPERTIES AS HISTORIC LANDMARKS WITH THE "HL" ZONING CLASSIFICATION.

Mayor White opened the public hearing at 8:30 p.m.

Mr. Waller stated that the process of designating landmarks as provided in the Zoning Ordinance and Historic Districts and Landmarks Ordinance began in 1996. Eligible properties were identified, and consent was obtained from owners of some properties. There was never any adoption of any ordinance or other formal action by the City Council to complete the process. Staff's responsibility for administering the Historic Districts and Landmarks Ordinance was transferred from the Building Inspections to Planning several years ago thereby designating the Assistant City Planner as the Historical Preservation Officer who

researched the potential historic landmarks in order to obtain consent from new owners where properties had been sold. Buildings within the Courthouse Square Historic District are already subject to the historic preservation rules, so the new landmarks are all buildings outside the district. Because the HL historic landmark classification is an overlay zoning designation, adoption of a supplement to the official zoning map is required to show the location of the historic districts and landmarks. Mr. Waller recommended approval. There was discussion.

Mayor White requested citizens in favor of the historic zoning overlay map to address the Council.

Coyle Buhler, 1000 Magnolia, spoke in favor of the historic zoning overlay map. He stated that he believes that the designation of a historic landmark is an honor. As a previous Lockhart Historical Preservation Commission member, he recalls that several historic district landmarks were approved back in 1993 and 1996. The requests during this meeting are additional historic landmarks. He requested approval.

Ronda Reagan stated that the benefits of an officially designated historic structure is that there is a grant program administered by the Texas Historical Commission for funds only offered to landmark designated structures for reimbursement of renovation expenses. She recommended approval.

Joan Anchondo, 508 State Park Road, asked about the restrictions of what an individual could do, such as renovations when it is officially designated a historic structure by the city. Ronda Reagan clarified that the historic designation would only affect any alterations that can be seen from the street. There was brief discussion.

Kathy McCormick, 703 West San Antonio Street, and member of the Lockhart Historical Preservation Commission stated that the city does not charge a fee for a certificate for alteration or for the historic landmark designation. She requested approval.

Mayor White stated that he received a phone call from Donaly Brice who was also in favor of his property being designated as a historic landmark.

Mr. Gibson clarified that there are two steps to the historic landmark designation process. The first part is amending the zoning map regarding the historic districts and landmarks. The second step is the designation of individual historic landmarks.

Mayor White requested citizens against the historical zoning overlay map to address the Council. There were none. He closed the public hearing at 8:58 p.m.

ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-21 ADOPTING THE HISTORIC ZONING OVERLAY MAP AS A SUPPLEMENT TO THE OFFICIAL ZONING MAP, AS ESTABLISHED IN ARTICLE II, CHAPTER 64 "ZONING" OF THE LOCKHART CODE OF ORDINANCES; AND DESIGNATING HISTORIC LANDMARKS WITH THE "HL" ZONING CLASSIFICATION, AS PROVIDED IN SECTION 64-196(N), CHAPTER 64 "ZONING", AND IN SECTION 28-6, CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE LOCKHART CODE OF ORDINANCES.

Councilmember Castillo asked how an individual would remove the historic landmark designation of their home. Mr. Gibson replied that such request would be submitted to the Historical Preservation Department.

Councilmember Castillo made a motion to approve Ordinance 2018-21, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez requested that consent agenda item 5A be pulled. She stated that she will abstain from voting because she was not present at the meetings.

ITEM 5-A. APPROVE MINUTES OF THE CITY COUNCIL MEETINGS OF AUGUST 28, 2018 AND SEPTEMBER 4, 2018.

Councilmember McGregor made a motion to approve the minutes of the August 28, 2018 and September 4, 2018 meetings. Councilmember Castillo seconded. The motion passed by a vote of 5-0-1, with Mayor Pro-Tem Sanchez abstaining.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5B, 5C, 5D, 5E, 5F, 5G, 5H and 5I. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

- 5B: Approve Resolution 2018-15 approving Investment Policy for the City of Lockhart, Texas.
- 5C: Approve Resolution 2018-16 authorizing the Bank OZK to accept Steven Lewis as a designated signatory for the City of Lockhart; and removing Vance Rodgers and Benny Hilburn from the Corporate Authorization Resolution to be effective October 8, 2018.
- 5D: Approve Resolution 2018-17 amending TexPool's Authorized Representatives effective October 8, 2018.
- 5E: Approve proposal by 4J Security Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services.
- 5F: Approve purchase of cell phone forensic extraction device and related training in the amount of \$18,204 from Cellebrite, Inc.
- 5G: Approve in the interest of a public purpose, an Assignment of Lease with minor adjustments to the existing lease from Stanley B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the lease if approved.
- 5H: Approve in the interest of a public purpose of an Extension of Lease Agreement regarding a ground lease, a new structure lease and new rates with Mr. H.L. Baker at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved.
- 5I: Approve in the interest of a public purpose of an Assignment and Release of a lease agreement with Mr. Ted Jones and it being assigned to Mr. Phillip Cline, and regarding an Extension of Lease Agreement for a ground lease and a new structure lease, and new rates with Mr. Phillip Cline at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreements if approved.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING SETTING UP A "GOOD UTILITY NEIGHBOR CONTRIBUTION PROGRAM" WHEREBY UTILITY CUSTOMERS CAN DONATE FUNDS TO GO INTO A SPECIAL ACCOUNT FOR OTHER CUSTOMERS THAT NEED HELP IN PAYING THEIR UTILITY BILL FROM TIME TO TIME; THE FUNDS WOULD BE DEPOSITED INTO A SPECIAL ACCOUNT WITH COMMUNITY ACTION, INC., OF CENTRAL TEXAS WHICH WOULD DISTRIBUTE THE FUNDS BASED ON THEIR CRITERIA.

Councilmember Mendoza made a motion to approving setting up a "Good Utility Neighbor Contribution Program", as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 6-B. DISCUSSION AND/OR ACTION AFTER PRESENTATION OF A DRAFT CITY OF LOCKHART PERSONNEL POLICY.

Mayor White stated that Steve Lewis will return the policy to the Council at a future meeting.

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

Mayor White requested appointments to boards or commissions. There were none.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING THE PROPOSED FISCAL YEAR 2018-2019 GENERAL FUND, ENTERPRISE FUND, DEBT FUND BUDGETS, AND PROPOSED FUNDING SOURCES AND, DISCUSSION AND/OR ACTION REGARDING THE BUDGET AND TAX RATE ADOPTION CALENDAR, IF NECESSARY.

Mayor White announced that the adoption of the budget and tax rate would be held on September 25, 2018 at 6:30 p.m. in the Clark Library, 217 South Main Street, Council Chambers, 3rd Floor, Lockhart, Tx.

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

- Update: The contractor has completed about 75% of the new 18" water main on West Martin Luther King Jr. Industrial Blvd. that will connect to the large main on State Park Road at Patton.
- Update: The Stanton Apartments construction is well underway.
- Update: The new Valero Store and strip center just south of Stanton Apartments has its permits and preconstruction meeting has been held.
- Update: Vintage Springs Developer has requested that the City Manager allow them to start their dirt work.
- Report: Greater Caldwell County Hispanic Chamber Diez y Seis event.
- Report: Staff working on Texas Swing Festival with event representatives to be held September 28 and 29.
- Reminder: Staff will be presenting rate ordinances for new water costs and trash collections services at the September 25 meeting at which the Tax Rate and the FY 18-19 Budget will considered for adoption.

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

Councilmember Westmoreland wished the school football teams luck this year. He expressed condolences to the family of Butch Cathey for their loss.

Councilmember Mendoza expressed condolences to those that have recently lost a loved one. He congratulated the Hispanic Chamber for a successful Diez y Seis event.

Mayor Pro-Tem Sanchez expressed condolences to the families of Rodrigo Ramirez, Jovita Castillo, Emma Jean Schulle and Johnny Zapata for their loss. She congratulated the Hispanic Chamber for a successful Diez y Seis event regardless of the bad weather.

Councilmember McGregor invited all to the first annual Swing & BBQ Festival on September 28-30. Saturday was the first day of fall. She invited all to a national event that The Clock Museum will host on October 12th.

Councilmember Castillo expressed condolences to those that lost a loved one. He thanked the Hispanic Chamber for hosting the Diez y Seis event regardless of the rainy weather. He thanked Mayor for the proclamation to the Gonzalez band. He wished the Swing Festival the best of luck. He encouraged everyone to protect against mosquitoes. He stated that he attended a NALEO Emergency Preparedness class that helped him learn about methods to assist in making emergency situations smoother.

Mayor White thanked those that attended the Carver School meeting and he gave a brief update about the outcome. He invited everyone to the Swing Festival that will be held September 28-30. He congratulated the Hispanic Chamber for a successful Diez y Seis event regardless of the rainy weather. He met with new City Manager, Steve Lewis today and they discussed his plan, which is positive. Mr. Rodgers' last meeting will be October 2.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 9:22 p.m.

PASSED and APPROVED this the 2nd day of October 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: Public Works/Water-Wastewater			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>		City Manager		<i>[Signature]</i> 9.27.18
Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding recommendation to approve Change Order No. 1 to Blackrock Construction, of Mansfield, Texas in the amount of \$7,587.50 increasing the contract to \$468,188.50 for the installation of 125' of 18" ductile iron water main on MLK Jr. Industrial Blvd. Appointing the Mayor to sign all contractual documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):FY 2017-2018 Budget				
SUMMARY OF ITEM				
The Texas Commission of Environmental Quality reviews various types of construction plans and at times requires additional steps be taken to insure projects are safely constructed. During their review of the MLK Jr. 18" water main project they identified the newly constructed ditch as an intermittent stream. TCEQ is requiring us to install approximately 125' of 18" ductile iron water main where our water main will cross this ditch.				
STAFF RECOMMENDATION				
City Engineer Charles Scheler and Public Works Director Sean Kelley recommend approval of the Change Order to Blackrock Construction in the amount of \$7,587.50.				
List of Supporting Documents: Original approved amount and Change Order No. 1		Other Departments, Boards, Commissions or Agencies:		

**CONTRACT CHANGE ORDER NO. 1
MLK 18" WATER MAIN IMPROVEMENTS**

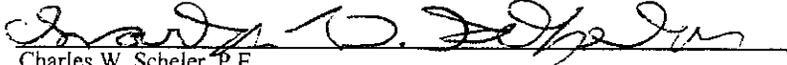
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**OWNER: CITY OF LOCKHART
CONTRACTOR: BRCT, LLC dba BLACKROCK CONSTRUCTION
ENGINEER: TRC ENGINEERS, INC.
September 26, 2018**

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

Item No.	Item Description	Contract Quantity	Units	Unit Price	Contract Amount	Quantity (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease	Revised Quantity	Units	Revised Amount
P.1	6" DI Fire Hydrant Leads	40	LF	\$45.00	\$1,800.00		\$0.00	40	LF	\$1,800.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$78.00	\$1,560.00		\$0.00	20	LF	\$1,560.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$60.00	\$366,000.00	-125	(\$7,500.00)	5,975	LF	\$358,500.00
P.4	Fire Hydrants	4	EA	\$3,600.00	\$14,400.00		\$0.00	4	EA	\$14,400.00
P.5	DI Main Line Fittings	7.00	TON	\$3,500.00	\$24,500.00		\$0.00	7.00	TON	\$24,500.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$500.00	\$500.00		\$0.00	1	EA	\$500.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$825.00	\$4,125.00		\$0.00	5	EA	\$4,125.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,350.00	\$2,350.00		\$0.00	1	EA	\$2,350.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$3,700.00	\$18,500.00		\$0.00	5	EA	\$18,500.00
P.10	12" Water Main Connection	2	EA	\$8,200.00	\$16,400.00		\$0.00	2	EA	\$16,400.00
P.11	6" Water Main Connection	1	EA	\$1,400.00	\$1,400.00		\$0.00	1	EA	\$1,400.00
P.12	2" Water Main Connection	2	EA	\$1,100.00	\$2,200.00		\$0.00	2	EA	\$2,200.00
P.13	Asphalt Street Repair	50	LF	\$85.00	\$4,250.00		\$0.00	50	LF	\$4,250.00
P.14	OSHA	6,160	LF	\$0.10	\$616.00		\$0.00	6,160	LF	\$616.00
P.15	Pollution Prevention Plan	1	LS	\$2,000.00	\$2,000.00		\$0.00	1	LS	\$2,000.00
CO1.1	Install 18" DI Pipe			\$120.70	\$0.00	125	\$15,087.50	125	LF	\$15,087.50
ORIGINAL CONTRACT AMOUNT					\$460,601.00					
NET CONTRACT INCREASE							\$7,587.50			
TOTAL REVISED CONTRACT AMOUNT										\$468,188.50

THE NET INCREASE IN THE CONTRACT AMOUNTS TO **\$7,587.50**, WHICH MAKES THE NEW ADJUSTED CONTRACT TOTAL **\$468,188.50**. THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO. THIS CHANGE IS REQUIRED BY TCEQ TO CHANGE PIPE TYPE.


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

Date 9/27/18

Harold Gamblin, Principal/General Manager
BRCT, LLC dba Blackrock Construction

Date

Lew White, Mayor
City of Lockhart

Date



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: July 17, 2018			
Department: Public Works/Water-Wastewater		Initials	Date
Department Head: Sean P. Kelley	Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>	City Manager	<i>SK</i>	7-13-2018

Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

CAPTION

Discussion and/or action regarding recommendation to award bid to Blackrock Construction, of Mansfield, Texas in the amount of \$460,601.00 for the installation of approximately 6,100' of 18" PVC water main along W MLK Jr. Industrial Blvd. from near South Colorado Street to State Park Road and Patton Road and appointing the Mayor to sign all contractual documents.

FINANCIAL SUMMARY

N/A GRANT FUNDS OPERATING EXPENSE REVENUE CIP BUDGETED 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

This water main improvement was identified in the 2020 Comprehensive Plan and will increase the flow of water to the west side of the city, where we are seeing the most growth in town. It has been a long-term goal of the city to have a large water main system that encircles Lockhart, this water main will connect existing large mains, looping our water system. Bids were advertised in compliance with State Law for the installation of 6,100' of 18" PVC along MLK Blvd. from near South Colorado Street to State Park Road and Patton Road. Nineteen (19) bids were received ranging from \$460,601.00 to a \$951,358.00. The lowest bid was submitted by Blackrock Construction. This company has a commendable reputation utility construction business along with the personnel and the equipment to get the job done successfully and in a timely manner,

STAFF RECOMMENDATION

City Engineer Charles Scheler and Public Works Director Sean Kelley recommend approval of the bid award to Blackrock Construction in the amount of \$460,601.00.

List of Supporting Documents: City Engineer Recommendation Letter, Bid Tab	Other Departments, Boards, Commissions or Agencies:
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T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCSolutions.com

July 11, 2018

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

**RE: MLK 18" Water Main Improvements
Bid Award Consideration**

Dear Vance:

The bid opening for the above referenced project was held on July 10, 2018. The bids range from a low of \$460,601.00 to a high of \$951,358.00 as shown on the attached bid tabulation. The project consists of the installation of 6,100 LF of 18" PVC water main along MLK Blvd from near Hwy 183 to FM 20.

The low bid is well within TRC's recent cost estimate of \$610,000.

TRC does not have previous experience with the low bidder, Blackrock Construction. TRC has conducted reference checks and has found that Blackrock is in the process of satisfactory completing similar utility projects for the Cities of Waco, Weatherford and New Braunfels..

With the above items considered it is recommended that Blackrock Construction be awarded a contract in the amount of \$460,601.00 for the MLK 18" Water Main Improvements Project. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

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

Sincerely,

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

Enclosures Bid Tab

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Blackrock Construction 1475 Heritage Pkwy., Suite 113 Mansfield, Texas 76063	Lupe Rubio Construction Co., Inc. P.O. Box 1838 Kingsland, Texas 78639	Bruce Flanigan Construction, Inc. 5114 Lampasas Lane Belton, Texas 76513
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$45.00	\$1,800.00	\$60.19	\$2,407.60	\$69.80	\$2,792.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$78.00	\$1,560.00	\$69.19	\$1,383.80	\$64.20	\$1,284.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$60.00	\$366,000.00	\$59.86	\$365,146.00	\$60.90	\$371,490.00
P.4	Fire Hydrants	4	EA	\$3,600.00	\$14,400.00	\$3,338.71	\$13,354.84	\$2,724.00	\$10,896.00
P.5	DI Main Line Fittings	7	TON	\$3,500.00	\$24,500.00	\$4,947.50	\$34,632.50	\$5,638.00	\$39,466.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$500.00	\$500.00	\$592.45	\$592.45	\$591.00	\$591.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$825.00	\$4,125.00	\$1,201.88	\$6,009.40	\$928.50	\$4,642.50
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,350.00	\$2,350.00	\$3,078.28	\$3,078.28	\$2,255.00	\$2,255.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$3,700.00	\$18,500.00	\$4,650.38	\$23,251.90	\$3,470.00	\$17,350.00
P.10	12" Water Main Connection	2	EA	\$8,200.00	\$16,400.00	\$4,170.42	\$8,340.84	\$1,349.00	\$2,698.00
P.11	6" Water Main Connection	1	EA	\$1,400.00	\$1,400.00	\$2,668.33	\$2,668.33	\$1,349.00	\$1,349.00
P.12	2" Water Main Connection	2	EA	\$1,100.00	\$2,200.00	\$1,189.01	\$2,378.02	\$1,377.00	\$2,754.00
P.13	Asphalt Street Repair	50	LF	\$85.00	\$4,250.00	\$46.80	\$2,340.00	\$57.80	\$2,890.00
P.14	OSHA	6,160	LF	\$0.10	\$616.00	\$1.17	\$7,207.20	\$2.20	\$13,552.00
P.15	Pollution Prevention Plan	1	LS	\$2,000.00	\$2,000.00	\$10,530.00	\$10,530.00	\$31,650.00	\$31,650.00
	TOTAL PROPOSAL I				\$460,601.00		\$483,321.16		\$505,659.50

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



				Whitney Underground Utilities, Inc. P.O. Box 678 Valley Mills, Texas 76689		Qro Mex Construction Co., Inc. 2801 Prairie Creek Road Granite Shoals, Texas 78654		M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Road Granite Shoals, Texas 78654	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$30.00	\$1,200.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$31.50	\$630.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$69.00	\$420,900.00	\$65.00	\$396,500.00	\$68.00	\$414,800.00
P.4	Fire Hydrants	4	EA	\$3,500.00	\$14,000.00	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00
P.5	DI Main Line Fittings	7	TON	\$2,500.00	\$17,500.00	\$4,500.00	\$31,500.00	\$4,000.00	\$28,000.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$1,100.00	\$5,500.00	\$950.00	\$4,750.00	\$1,800.00	\$9,000.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$8,300.00	\$41,500.00	\$4,750.00	\$23,750.00	\$5,250.00	\$26,250.00
P.10	12" Water Main Connection	2	EA	\$1,500.00	\$3,000.00	\$4,500.00	\$9,000.00	\$3,250.00	\$6,500.00
P.11	6" Water Main Connection	1	EA	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00	\$2,965.00	\$2,965.00
P.12	2" Water Main Connection	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00
P.13	Asphalt Street Repair	50	LF	\$100.00	\$5,000.00	\$25.00	\$1,250.00	\$70.00	\$3,500.00
P.14	OSHA	6,160	LF	\$0.10	\$616.00	\$2.00	\$12,320.00	\$2.50	\$15,400.00
P.15	Pollution Prevention Plan	1	LS	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00
	TOTAL PROPOSAL I				\$523,116.00		\$523,670.00		\$533,045.00

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Heavy Roadway Construction Services 14021 Laus Lane Elgin, Texas 78621	Peabody General Contractors, Inc. 915 Dalton Lane Austin, Texas 78742	Cash Construction Company Inc. 217 Kingston Lacy Boulevard Pflugerville, Texas 78660
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$100.37	\$4,014.80	\$50.00	\$2,000.00	\$70.00	\$2,800.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$85.79	\$1,715.80	\$65.00	\$1,300.00	\$56.50	\$1,130.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$66.64	\$406,504.00	\$77.00	\$469,700.00	\$77.00	\$469,700.00
P.4	Fire Hydrants	4	EA	\$5,498.31	\$21,993.24	\$4,000.00	\$16,000.00	\$2,400.00	\$9,600.00
P.5	DI Main Line Fittings	7	TON	\$2,548.58	\$17,840.06	\$4,500.00	\$31,500.00	\$3,935.00	\$27,545.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$635.18	\$635.18	\$500.00	\$500.00	\$600.00	\$600.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$926.84	\$4,634.20	\$1,000.00	\$5,000.00	\$900.00	\$4,500.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,246.01	\$2,246.01	\$3,200.00	\$3,200.00	\$2,300.00	\$2,300.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$8,265.69	\$41,328.45	\$4,500.00	\$22,500.00	\$3,600.00	\$18,000.00
P.10	12" Water Main Connection	2	EA	\$800.42	\$1,600.84	\$2,500.00	\$5,000.00	\$1,400.00	\$2,800.00
P.11	6" Water Main Connection	1	EA	\$800.42	\$800.42	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
P.12	2" Water Main Connection	2	EA	\$400.21	\$800.42	\$1,800.00	\$3,600.00	\$700.00	\$1,400.00
P.13	Asphalt Street Repair	50	LF	\$60.67	\$3,033.50	\$60.00	\$3,000.00	\$125.00	\$6,250.00
P.14	OSHA	6,160	LF	\$3.91	\$24,085.60	\$1.50	\$9,240.00	\$0.50	\$3,080.00
P.15	Pollution Prevention Plan	1	LS	\$1,940.40	\$1,940.40	\$8,000.00	\$8,000.00	\$33,500.00	\$33,500.00
TOTAL PROPOSAL I					\$533,172.92		\$582,540.00		\$584,205.00

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



				Austin Underground, Inc. 18825 Packsaddle Road Jonestown, Texas 78645		Black Castle General Contractor 2115 Stephens Place, Suite 210 New Braunfels, Texas 78130		JKB Construction Company, LLC 14750 Hwy. 29W Liberty Hill, Texas 78642	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$40.00	\$1,600.00	\$101.00	\$4,040.00	\$52.00	\$2,080.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$90.00	\$1,800.00	\$75.00	\$1,500.00	\$54.00	\$1,080.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$82.00	\$500,200.00	\$75.00	\$457,500.00	\$81.50	\$497,150.00
P.4	Fire Hydrants	4	EA	\$3,200.00	\$12,800.00	\$6,500.00	\$26,000.00	\$2,940.00	\$11,760.00
P.5	DI Main Line Fittings	7	TON	\$3,000.00	\$21,000.00	\$4,700.00	\$32,900.00	\$3,880.00	\$27,160.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$650.00	\$650.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$1,100.00	\$5,500.00	\$1,500.00	\$7,500.00	\$1,150.00	\$5,750.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00	\$2,585.00	\$2,585.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$4,500.00	\$22,500.00	\$6,700.00	\$33,500.00	\$4,785.00	\$23,925.00
P.10	12" Water Main Connection	2	EA	\$4,000.00	\$8,000.00	\$5,200.00	\$10,400.00	\$2,525.00	\$5,050.00
P.11	6" Water Main Connection	1	EA	\$3,500.00	\$3,500.00	\$4,700.00	\$4,700.00	\$2,285.00	\$2,285.00
P.12	2" Water Main Connection	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,285.00	\$2,570.00
P.13	Asphalt Street Repair	50	LF	\$45.00	\$2,250.00	\$89.00	\$4,450.00	\$165.00	\$8,250.00
P.14	OSHA	6,160	LF	\$1.00	\$6,160.00	\$1.00	\$6,160.00	\$1.25	\$7,700.00
P.15	Pollution Prevention Plan	1	LS	\$1,200.00	\$1,200.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00
TOTAL PROPOSAL I					\$593,010.00		\$600,150.00		\$601,995.00

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Whitestone Civil Construction, LLC P.O. Box 1537 Cedar Park, Texas 78630	Austin Constructors, LLC P.O. Box 18565 Austin, Texas 78760	MA Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728
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Item	Item Description	Qty.	Unit	Whitestone Civil Construction, LLC		Austin Constructors, LLC		MA Smith Contracting Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$70.00	\$2,800.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$56.00	\$1,120.00	\$120.00	\$2,400.00	\$55.00	\$1,100.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$79.00	\$481,900.00	\$85.00	\$518,500.00	\$84.00	\$512,400.00
P.4	Fire Hydrants	4	EA	\$3,400.00	\$13,600.00	\$4,000.00	\$16,000.00	\$2,900.00	\$11,600.00
P.5	DI Main Line Fittings	7	TON	\$3,800.00	\$26,600.00	\$2,500.00	\$17,500.00	\$2,800.00	\$19,600.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$500.00	\$500.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$1,100.00	\$5,500.00	\$1,000.00	\$5,000.00	\$1,300.00	\$6,500.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$2,700.00	\$2,700.00	\$2,300.00	\$2,300.00	\$3,200.00	\$3,200.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$4,000.00	\$20,000.00	\$5,000.00	\$25,000.00	\$5,300.00	\$26,500.00
P.10	12" Water Main Connection	2	EA	\$7,800.00	\$15,600.00	\$3,500.00	\$7,000.00	\$1,800.00	\$3,600.00
P.11	6" Water Main Connection	1	EA	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
P.12	2" Water Main Connection	2	EA	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$350.00	\$700.00
P.13	Asphalt Street Repair	50	LF	\$100.00	\$5,000.00	\$48.00	\$2,400.00	\$140.00	\$7,000.00
P.14	OSHA	6,160	LF	\$2.00	\$12,320.00	\$2.00	\$12,320.00	\$1.00	\$6,160.00
P.15	Pollution Prevention Plan	1	LS	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$36,000.00	\$36,000.00
	TOTAL PROPOSAL I				\$615,440.00		\$619,620.00		\$639,760.00

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City of Lockhart
 MLK 18" Water Main Improvements
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Item	Item Description	Qty.	Unit	Excel Trenching 1515 N. Town East Blvd., Ste 138 Mesquite, Texas 75150		Lonestar Sitework 105 Palo Duro Cv. Kyle, Texas 78640		Thyssen-Laughlin, Inc. 1409 Brittmoore Road Houston, Texas 77043	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	6" DI Fire Hydrant Leads	40	LF	\$20.00	\$800.00	\$93.80	\$3,752.00	\$64.50	\$2,580.00
P.2	12" C900 DR18 PVC Pipe	20	LF	\$22.50	\$450.00	\$133.60	\$2,672.00	\$73.50	\$1,470.00
P.3	18" C905 DR 18 PVC Pipe	6,100	LF	\$116.00	\$707,600.00	\$110.30	\$672,830.00	\$115.00	\$701,500.00
P.4	Fire Hydrants	4	EA	\$4,320.00	\$17,280.00	\$4,975.00	\$19,900.00	\$4,223.00	\$16,892.00
P.5	DI Main Line Fittings	7	TON	\$1.00	\$7.00	\$8,800.00	\$61,600.00	\$6,702.00	\$46,914.00
P.6	2" AWWA C515 Gate Valve	1	EA	\$2,800.00	\$2,800.00	\$555.00	\$555.00	\$1,000.00	\$1,000.00
P.7	6" AWWA C515 Gate Valve	5	EA	\$3,050.00	\$15,250.00	\$1,433.00	\$7,165.00	\$1,730.00	\$8,650.00
P.8	12" AWWA C515 Gate Valve	1	EA	\$4,300.00	\$4,300.00	\$1,675.00	\$1,675.00	\$4,392.00	\$4,392.00
P.9	18" AWWA C504 Butterfly Valve	5	EA	\$5,450.00	\$27,250.00	\$5,111.00	\$25,555.00	\$7,598.00	\$37,990.00
P.10	12" Water Main Connection	2	EA	\$9,500.00	\$19,000.00	\$3,935.00	\$7,870.00	\$4,200.00	\$8,400.00
P.11	6" Water Main Connection	1	EA	\$4,500.00	\$4,500.00	\$1,175.00	\$1,175.00	\$3,790.00	\$3,790.00
P.12	2" Water Main Connection	2	EA	\$2,700.00	\$5,400.00	\$598.00	\$1,196.00	\$3,645.00	\$7,290.00
P.13	Asphalt Street Repair	50	LF	\$150.00	\$7,500.00	\$115.00	\$5,750.00	\$100.00	\$5,000.00
P.14	OSHA	6,160	LF	\$0.01	\$61.60	\$8.05	\$49,588.00	\$16.50	\$101,640.00
P.15	Pollution Prevention Plan	1	LS	\$10,000.00	\$10,000.00	\$10,705.00	\$10,705.00	\$3,850.00	\$3,850.00
TOTAL PROPOSAL I					\$822,198.60		\$871,988.00		\$951,358.00

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: Public Works/Water-Wastewater			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>		City Manager <i>SK</i> <i>9.27.18</i>		
Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding recommendation to award bid to Nighthawk Construction, of Lockhart, Texas in the amount of \$217,666.00 for the installation of approximately 2,585' of 18" PVC water main along SH 130 from West San Antonio Street north towards Silent Valley Road. Appointing the Mayor to sign all contractual documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	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				
This water main improvement was identified in the 2020 Comprehensive Plan and will serve the developing west side of town. The project is the first phase in connecting the existing water system to the proposed water tower that will be constructed. Bids were advertised in compliance with State Law for the installation of 2,585' of 18" PVC water main along SH 130 from West San Antonio Street towards Silent Valley Road. Seventeen (17) bids were received ranging from \$217,666.00 to a high of \$410,679.00. The lowest bid was submitted by Nighthawk Construction. This company has a commendable reputation utility construction business along with the personnel and the equipment to get the job done successfully and in a timely manner,				
STAFF RECOMMENDATION				
City Engineer Charles Scheler and Public Works Director Sean Kelley recommends approval of the bid award to Nighthawk Construction in the amount of \$217,666.00.				
List of Supporting Documents: City Engineer Recommendation Letter, Bid Tab			Other Departments, Boards, Commissions or Agencies:	



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

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.3715 PHONE
512.454.2433 FAX

www.TRCsolutions.com

September 27, 2018

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

RE: SH 130 18" Water Main Project
Bid Award Consideration

Dear Vance:

The bid opening for the above referenced project was held on September 27, 2018. The bids range from a low of \$217,666.00 to a high of \$410,679.00 as shown on the attached bid tabulation. The project consists of the installation of 2,585 feet of 18" PVC water main beginning at Hwy 142 and proceeding north along SH 130.

The low bidder, NightHawk Construction, preciously completed an 18" water main for the City of Lockhart in 2016 and they have completed many small projects in the Lockhart area with local builders and a project for the Plum Creek Water Conservation District. These projects have been completed satisfactorily.

With the above items considered, it is recommended that NightHawk Construction be awarded a contract in the amount of \$217,666.00 for the SH 130 18" Water Main, Phase I Project. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

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

Sincerely,

TRC Engineers, Inc.


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

Enclosures Bid Tab

City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
 July 10, 2018 - 11:00 AM



				NightHawk Construction, LLC 212 Avarry Springs Drive San Marcos, Texas 78666		Black Rock General Contractor 728 Willow Ridge San Marcos, Texas 78666		Wauters Engineering, LLC 12870 Adkins St. Hedwig Rd. St. Hedwig, Texas 78152	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$60.00	\$155,100.00	\$62.00	\$160,270.00	\$68.50	\$177,072.50
P.2	18" C900 DR18 PVC Pipe	105	LF	\$100.00	\$10,500.00	\$72.00	\$7,560.00	\$103.26	\$10,842.30
P.3	6" DI Fire Hydrant Leads	40	LF	\$44.00	\$1,760.00	\$45.00	\$1,800.00	\$30.61	\$1,224.40
P.4	Fire Hydrants	4	EA	\$3,500.00	\$14,000.00	\$3,600.00	\$14,400.00	\$3,327.94	\$13,311.76
P.5	DI Main Line Fittings	2.7	TON	\$3,400.00	\$9,180.00	\$8,700.00	\$23,490.00	\$8,022.22	\$21,659.99
P.6	6" AWWA C515 Gate Valve	4	EA	\$815.00	\$3,260.00	\$845.00	\$3,380.00	\$1,179.11	\$4,716.44
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$800.00	\$1,600.00	\$4,000.00	\$8,000.00	\$6,574.58	\$13,149.16
P.8	18" Water Main Connection	1	EA	\$8,600.00	\$8,600.00	\$2,000.00	\$2,000.00	\$2,472.22	\$2,472.22
P.9	Street Repair	40	LF	\$90.00	\$3,600.00	\$85.00	\$3,400.00	\$170.56	\$6,822.40
P.10	OSHA	2,730	LF	\$1.00	\$2,730.00	\$0.50	\$1,365.00	\$1.07	\$2,921.10
P.11	Pollution Prevention Plan	1	LS	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$4,944.44	\$4,944.44
P.12	Seeding	2,568	LF	\$2.00	\$5,136.00	\$2.50	\$6,420.00	\$1.83	\$4,699.44
TOTAL PROPOSAL I					\$217,666.00		\$234,085.00		\$263,836.15

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City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Bruce Flanigan Construction, Inc. 5114 Lampasas Land, Belton, Texas 76513	M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Road Granite Shoals, Texas 78654	Bell Contractors, Inc. 3082 W. Hwy. 190 Belton, Texas 76513
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$61.60	\$159,236.00	\$68.00	\$175,780.00	\$66.55	\$172,031.75
P.2	18" C900 DR18 PVC Pipe	105	LF	\$153.00	\$16,065.00	\$84.00	\$8,820.00	\$79.04	\$8,299.20
P.3	6" DI Fire Hydrant Leads	40	LF	\$43.00	\$1,720.00	\$42.00	\$1,680.00	\$43.61	\$1,744.40
P.4	Fire Hydrants	4	EA	\$2,897.00	\$11,588.00	\$3,800.00	\$15,200.00	\$2,698.73	\$10,794.92
P.5	DI Main Line Fittings	2.7	TON	\$5,233.00	\$14,129.10	\$7,800.00	\$21,060.00	\$10,214.82	\$27,580.01
P.6	6" AWWA C515 Gate Valve	4	EA	\$1,008.00	\$4,032.00	\$1,200.00	\$4,800.00	\$1,147.30	\$4,589.20
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$9,258.00	\$18,516.00	\$5,300.00	\$10,600.00	\$5,215.10	\$10,430.20
P.8	18" Water Main Connection	1	EA	\$2,915.00	\$2,915.00	\$3,300.00	\$3,300.00	\$4,130.50	\$4,130.50
P.9	Street Repair	40	LF	\$57.00	\$2,280.00	\$68.00	\$2,720.00	\$53.28	\$2,131.20
P.10	OSHA	2,730	LF	\$4.00	\$10,920.00	\$3.00	\$8,190.00	\$0.55	\$1,501.50
P.11	Pollution Prevention Plan	1	LS	\$15,097.00	\$15,097.00	\$8,400.00	\$8,400.00	\$21,132.95	\$21,132.95
P.12	Seeding	2,568	LF	\$3.10	\$7,960.80	\$4.25	\$10,914.00	\$5.50	\$14,124.00
TOTAL PROPOSAL I					\$264,458.90		\$271,464.00		\$278,489.83

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City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Royal Vista, Inc. 350 CR 260 Liberty Hill, Texas 78642	Underground Water Solutions Co. 601 North Main Street Elgin, Texas 78621	Austin Underground, Inc. P.O. Box 5650 Lago Vista, Texas 78645
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$76.00	\$196,460.00	\$73.00	\$188,705.00	\$83.00	\$214,555.00
P.2	18" C900 DR18 PVC Pipe	105	LF	\$125.00	\$13,125.00	\$73.00	\$7,665.00	\$115.00	\$12,075.00
P.3	6" DI Fire Hydrant Leads	40	LF	\$45.00	\$1,800.00	\$65.00	\$2,600.00	\$65.00	\$2,600.00
P.4	Fire Hydrants	4	EA	\$4,250.00	\$17,000.00	\$3,600.00	\$14,400.00	\$3,400.00	\$13,600.00
P.5	DI Main Line Fittings	2.7	TON	\$8,500.00	\$22,950.00	\$3,900.00	\$10,530.00	\$5,300.00	\$14,310.00
P.6	6" AWWA C515 Gate Valve	4	EA	\$1,200.00	\$4,800.00	\$1,100.00	\$4,400.00	\$1,700.00	\$6,800.00
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$9,500.00	\$19,000.00	\$4,900.00	\$9,800.00	\$5,500.00	\$11,000.00
P.8	18" Water Main Connection	1	EA	\$2,850.00	\$2,850.00	\$2,800.00	\$2,800.00	\$3,400.00	\$3,400.00
P.9	Street Repair	40	LF	\$40.00	\$1,600.00	\$76.00	\$3,040.00	\$30.00	\$1,200.00
P.10	OSHA	2,730	LF	\$1.00	\$2,730.00	\$3.00	\$8,190.00	\$3.00	\$8,190.00
P.11	Pollution Prevention Plan	1	LS	\$10,000.00	\$10,000.00	\$24,100.00	\$24,100.00	\$9,000.00	\$9,000.00
P.12	Seeding	2,568	LF	\$2.00	\$5,136.00	\$9.00	\$23,112.00	\$2.00	\$5,136.00
TOTAL PROPOSAL I					\$297,451.00		\$299,342.00		\$301,866.00

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City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
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Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728	Lone Star Sitework, LLC P.O. Box 105 Kyle, Texas 78676	Grayback Utility, LLC 161813 Shipshaw River Dr. Lenader, Texas 78641
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$85.00	\$219,725.00	\$93.10	\$240,663.50	\$79.50	\$205,507.50
P.2	18" C900 DR18 PVC Pipe	105	LF	\$125.00	\$13,125.00	\$80.70	\$8,473.50	\$250.00	\$26,250.00
P.3	6" DI Fire Hydrant Leads	40	LF	\$65.00	\$2,600.00	\$75.70	\$3,028.00	\$100.00	\$4,000.00
P.4	Fire Hydrants	4	EA	\$3,300.00	\$13,200.00	\$4,320.00	\$17,280.00	\$4,500.00	\$18,000.00
P.5	DI Main Line Fittings	2.7	TON	\$4,000.00	\$10,800.00	\$7,790.00	\$21,033.00	\$7,800.00	\$21,060.00
P.6	6" AWWA C515 Gate Valve	4	EA	\$1,400.00	\$5,600.00	\$1,475.00	\$5,900.00	\$5,000.00	\$20,000.00
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$5,500.00	\$11,000.00	\$4,560.00	\$9,120.00	\$10,000.00	\$20,000.00
P.8	18" Water Main Connection	1	EA	\$2,500.00	\$2,500.00	\$4,495.00	\$4,495.00	\$5,200.00	\$5,200.00
P.9	Street Repair	40	LF	\$65.00	\$2,600.00	\$95.00	\$3,800.00	\$100.00	\$4,000.00
P.10	OSHA	2,730	LF	\$1.00	\$2,730.00	\$2.60	\$7,098.00	\$4.00	\$10,920.00
P.11	Pollution Prevention Plan	1	LS	\$11,500.00	\$11,500.00	\$2,560.00	\$2,560.00	\$8,000.00	\$8,000.00
P.12	Seeding	2,568	LF	\$4.75	\$12,198.00	\$3.60	\$9,244.80	\$2.50	\$6,420.00
	TOTAL PROPOSAL I				\$307,578.00		\$332,695.80		\$349,357.50

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City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
 July 10, 2018 - 11:00 AM



Herschap Backhoe & Ditching, Inc. 263 SH 304 Bastrop, Texas 78602	M5 Utilities, LLC P.O. Box 2415 Boerne, Texas 78006	Atlas Construction Corp. 316 Sunset Drive Granite Shoals, Texas 78654
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$90.00	\$232,650.00	\$102.00	\$263,670.00	\$95.00	\$245,575.00
P.2	18" C900 DR18 PVC Pipe	105	LF	\$200.00	\$21,000.00	\$140.00	\$14,700.00	\$350.00	\$36,750.00
P.3	6" DI Fire Hydrant Leads	40	LF	\$45.00	\$1,800.00	\$85.00	\$3,400.00	\$200.00	\$8,000.00
P.4	Fire Hydrants	4	EA	\$5,500.00	\$22,000.00	\$6,000.00	\$24,000.00	\$3,500.00	\$14,000.00
P.5	DI Main Line Fittings	2.7	TON	\$8,000.00	\$21,600.00	\$5,500.00	\$14,850.00	\$10,000.00	\$27,000.00
P.6	6" AWWA C515 Gate Valve	4	EA	\$1,100.00	\$4,400.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$6,000.00	\$12,000.00	\$8,500.00	\$17,000.00	\$20,000.00	\$40,000.00
P.8	18" Water Main Connection	1	EA	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
P.9	Street Repair	40	LF	\$65.00	\$2,600.00	\$115.00	\$4,600.00	\$50.00	\$2,000.00
P.10	OSHA	2,730	LF	\$2.00	\$5,460.00	\$2.00	\$5,460.00	\$5.00	\$13,650.00
P.11	Pollution Prevention Plan	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$2,500.00	\$2,500.00
P.12	Seeding	2,568	LF	\$5.00	\$12,840.00	\$2.00	\$5,136.00	\$3.00	\$7,704.00
TOTAL PROPOSAL I					\$358,850.00		\$394,816.00		\$410,679.00

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City of Lockhart
 SH 130 18" Water Main, Phase I
 Bid Tabulation
 September 25, 2018 - 11:00 AM



				QA Construction Services, Inc. 5811 Blue Bluff Road Austin, Texas 78724 ♦		Quality W Contractors, LLC 8575 Gholson Road Waco, Texas 76705 ♦	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL							
P.1	18" C-900 DR18 PVC Pipe	2,585	LF	\$66.00	\$170,610.00	\$145.80	\$376,893.00
P.2	18" C900 DR18 PVC Pipe	105	LF	\$76.00	\$7,980.00	\$180.00	\$18,900.00
P.3	6" DI Fire Hydrant Leads	40	LF	\$45.00	\$1,800.00	\$130.00	\$5,200.00
P.4	Fire Hydrants	4	EA	\$4,130.00	\$16,520.00	\$6,004.00	\$24,016.00
P.5	DI Main Line Fittings	2.7	TON	\$9,200.00	\$24,840.00	\$7,122.00	\$19,229.40
P.6	6" AWWA C515 Gate Valve	4	EA	\$2,500.00	\$10,000.00	\$1,978.00	\$7,912.00
P.7	18" AWWA C504 Butterfly Valve	2	EA	\$4,200.00	\$8,400.00	\$6,240.00	\$12,480.00
P.8	18" Water Main Connection	1	EA	\$2,000.00	\$2,000.00	\$7,562.00	\$7,562.00
P.9	Street Repair	40	LF	\$38.00	\$1,520.00	\$152.00	\$6,080.00
P.10	OSHA	2,730	LF	\$1.00	\$2,730.00	\$1.00	\$2,730.00
P.11	Pollution Prevention Plan	1	LS	\$2,600.00	\$2,600.00	\$18,951.00	\$18,951.00
P.12	Seeding	2,568	LF		\$0.00		\$0.00
TOTAL PROPOSAL I					\$249,000.00		\$499,953.40

♦Contractors did not use Addendum No. 2 revised Section P - PROPOSAL, Item P.12 Seeding.

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Dates: October 2, 2018					
Department: City Manager			Initials	Date	
Department Head: Vance Rodgers		Asst. City Manager			
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i>	9-26-2018
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER					
CAPTION					
DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2018-28 AMENDING CHAPTER 58 TO ADD SECTION 58-45 TITLED "GOOD NEIGHBOR UTILITY CONTRIBUTION PROGRAM" WHEREBY CITY UTILITY CUSTOMERS MAY VOLUNTARILY CONTRIBUTE \$1 OR MORE IN WHOLE DOLLARS TO THIS FUND ON THEIR UTILITY BILL OR CONTRIBUTE OTHERWISE TO THE FUND TO HELP OTHER CITY UTILITY CUSTOMERS THAT NEED ASSISTANCE FROM TIME TO TIME PAYING THEIR UTILITY BILL					
FINANCIAL SUMMARY					
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED					
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS	
Budget				\$0.00	
Budget Amendment Amount				\$0.00	
Encumbered/Expended Amount				\$0.00	
This Item				\$0.00	
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND(S):					
SUMMARY OF ITEM					
Council instructed the City Manager to pursue this program at the September 18 meeting. As proposed, this ordinance sets up a method by which utility customers can voluntarily donate \$1 or more in whole dollars per month on their utility bill or contribute funds otherwise to be placed in the Good Neighbor Utility Contribution Program fund to help other City utility customers that need assistance from time to time paying their utility bill. One time contributions may also be taken to be placed in the fund. Once the fund has reached \$5,000 or more the City Manager will present to the Council a proposed agreement with a non-profit organization or entity that would distribute the funds based on criteria contained in the agreement to be approved by the City Council. The funds collected under this program shall be used exclusively as described herein.					
STAFF RECOMMENDATION					
City Manager recommends approval of Ordinance 2018-28 setting up the Good Neighbor Utility Contribution Program					
List of Supporting Documents: Ordinance 2018-28, Community Action information			Other Departments, Boards, Commissions or Agencies:		

ORDINANCE 2018-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58-UTILITIES, TO ADD SECTION 58-45 TITLED "GOOD NEIGHBOR UTILITY CONTRIBUTION PROGRAM"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council instructed the City Manager at the September 18, 2018, Council meeting to take the necessary steps to set up a Good Neighbor Utility Contribution Program whereby utility customers and others can voluntarily contribute funds on their utility bills or otherwise to assist utility customers that need assistance from time to time paying their utility bills; and

WHEREAS, the Lockhart City Council realizes that there are utility customers that need assistance paying their utility bills from time to time; and

WHEREAS, the City Council desires to set up the Good Neighbor Utility Contribution Program authorizing the collection of voluntarily contributed funds to be used as herein described; and

WHEREAS, the City Council finds that it serves a public purpose for funds to be collected in the Good Neighbor Utility Contribution Program, assigned to a non-profit social assistance agency or entity through a contractual agreement approved by the City Council and including the entity's disbursement criteria, and disbursed to assist utility customers who need assistance to pay their utility bills; and

WHEREAS, the City Council realizes that at least \$5,000 in voluntary contributed funds will be needed in the fund before formalizing an agreement with a non-profit organization or entity.

NOW, THEREFORE, be it ordained by the City Council of the City of Lockhart, Texas that the Code of Ordinances, City of Lockhart, Texas is hereby amended by adding a section to be numbered Sec. 58-45, which said section reads as follows:

I.

Sec. 58-45. – Good Neighbor Utility Contribution Program.

The City Manager is authorized to collect funds (\$1 or more in whole dollars) contributed voluntarily by City of Lockhart utility customers through their monthly utility bill or contributions made otherwise, or made by other individuals or entities. Such funds shall be placed in a Good Neighbor Utility Contribution Program Fund. Thirty days advanced notice will be required to start or stop contributions paid on a utility bill. These voluntarily funds are to be used exclusively for the public purpose of helping City of Lockhart utility customers who require assistance from time to time paying their utility bills. The City Council shall designate a non-profit agency or entity that will distribute the contribution funds to City of Lockhart utility customers according to criteria contained in an agreement approved by the City Council.

[all other subsections remain unchanged]

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Peter Gruning, City Attorney



Good Utility Neighbor Contribution Program Fund: Donation Form

The City of Lockhart is glad to sponsor the Good Utility Neighbor Contribution Program Fund, a program to assist eligible customers who are having difficulty paying their utility bill. Voluntary contributions from customers like you fund this program. This program is administered by Community Action, Inc., of Central Texas on our behalf. Every dollar helps!

Name*

First Name*

Last Name*

Utility Account Number*

Address*Address Line 1*

City State

ZIP Code

Phone*

Email*

Amount of Monthly Pledge*

\$1.00 \$3.00 \$5.00

Other Amount:

(whole dollar amounts only, please)

Checkbox*

Yes, I would like to pledge to the Good Utility Neighbor Contribution Program Fund each month. I understand that my pledge will be added to my monthly bill, and can be cancelled with proper notice at any time by contacting the Utility Customer Care Center.

Submittal of this form authorizes the additional amount to be billed on your account. With 30 days notice to the City of Lockhart Utility Customer Services the deduction can stop or the amount changed.



Fund Distribution Agreement

This agreement is between the City of Lockhart (City), 308 W. San Antonio (P.O. Box 239), Lockhart, TX 78644 and Community Action, Inc. of Central Texas (CAI), 101 Uhland Rd, Suite 107 (PO Box 748) San Marcos, TX 78667-0748, for the purpose of distributing funds allocated by the city to qualified customers.

The City and CAI agree as follows:

1. The City will be responsible for:
 - Determining if funds are available, per fiscal year, to allocate \$20,000 for distribution to customers of the City of Lockhart utility services. The distribution will be for electric utility customers and water/sewer utility customers.
 - If approved the City will issue a check for the allocation, for the approved fiscal year.
 - The City staff will apply the payment to the customer's account, when payments are received from CAI on behalf of a customer.
2. CAI will be responsible for:
 - Requesting the funds (in writing) from the Utility Business Office Manager each year.
 - Reviewing and approving applications for assistance.
 - Issue payments to the City on behalf of the approved customers.
 - Monitoring the distribution of the funds for customer's utility bills.
 - Providing a monthly report to the City of the transactions that have taken place during the current month and year to date.
3. Distribution of Funds:
 - Funds will be used to assist customers of the City utility services with payments of their utility bill.
 - Funds will **not** be utilized to assist customers with **deposits** to establish their services.
 - Customers may receive assistance twice a year, once per six (6) month period.
 - Assistance may be provided for a current billing period, and the arrears amount due not to exceed 60 days of outstanding bills and delinquent fees.
 - All other fees will not be paid through utility assistance funds. (Tampering Fees, After-hours Connection Fees, Connection Fees, etc).

4. Qualification Criteria: Customers must meet one or more of the following

- Customers must be low-income families
- Elderly on a fixed income
- Disabled on a fixed income

5. Terms of Agreement:

- The terms of this agreement is for a one year period and must be renewed annually, prior to the beginning of the City's fiscal year (October 1st).
- This agreement may be terminated by either party, with 30 days prior written notice.
- This agreement may be terminated immediately if either party fails to perform in accordance with the terms of this agreement.
- In the event this agreement is terminated by either party, CAI must provide, to the city, a report of all funds utilized to date and refund any amount of funds which has not been provided to customers, within 30 days of termination.

This Agreement will be effective as of the 1st day of October, 2018 for a period starting October 1, 2018 through September 30, 2019.

City of Lockhart

Community Action, Inc.
of Central Texas

Lew White, Mayor

(Signature)

(Print or type name)

(Title)



Community Action, Inc. of Central Texas

— DEVELOPING OPPORTUNITIES —

2018 Intake Application

Last Name:	First:	Middle I:
Address:		Apt #:
City, State, Zip:		County:
Mailing Address (if different):		Apt#:
City, State, Zip		County:
Home Phone:	Cell Phone:	
Email Address:		

REMINDER: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED!

REQUIRED DOCUMENTS:

- ___ 1. **COMPLETED** Intake Application.
- ___ 2. **Valid photo ID and Social Security card** of the head of household. (example: Texas Driver's License)
- ___ 3. **Proof of all income for the past 30 days for all household members 18 years and older, who work or receive assistance.**
(Social Security/SSI/VA award letter, check stubs, TANF letter, unemployment benefits, child support, etc.)
If any member of the household, 18 or over, is NOT receiving any income, you must complete the attached Declaration of Income Statement.
- ___ 4. **A 12 month billing history** from each of your energy providers. (Electric, Natural Gas & Propane)
To get this history, ~~City of San Marcos~~ customers should request an "Electric Usage History" for Community Action, Inc. Lockhart
PEC customers should request a "Customer Profile."
City of Lockhart and City of Luling customers are required to pay a small fee for the report.
**Note: If a 12 month history is not available, please submit as many months available.*
- ___ 5. Your **current utility bills** for Electricity, Natural Gas & Propane and a disconnect notice, if applicable.

Once the application is received with ALL supporting documents, it will be processed in the order received and by priority. Until your application is processed, you are responsible for your utility bills and any late fees applied. Once the application is processed, you will be notified if you qualify for assistance. If you qualify for assistance, an appointment will be scheduled with a Case Manager if needed. All assistance is subject to the availability of funds.

Applications can be mailed, emailed, faxed or delivered to the following locations:

Blanco & Wimberley: PO Box 748 San Marcos, TX 78667/101 Uhland Rd. Ste. 107, San Marcos, TX, 78666
512-392-1161, ext. 309 – Office Hours: 8am-12, 1-5pm Monday to Friday

Hays County (EXCLUDING Wimberley): 810 Arizona Street, San Marcos, TX, 78666, 512-878-2542, ext. 31
Office Hours: 8am-12, 1-5pm Monday to Friday

Caldwell County: 901 Bois D'Arc Street, Lockhart, TX 78644, 512-398-4420 (Please call for Office Hours)
PO Box 231/109 E. Newton Street, Luling, TX 78648, 830-875-3707 (Please call for Office Hours)

Email: mmarshall@communityaction.com; Fax: 512-396-4255

OFFICE USE ONLY: Client potentially eligible for the following Community Action, Inc. programs and referrals:

- Head Start/Early Head Start Health Services Adult Education
 Community Services ___CEAP ___SMEU ___PEC ___CSBG ___Senior Citizen Center ___Other

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List Head of Household and ALL other persons living in Household. All information is required to determine your household eligibility. Use additional sheets if needed.

Household Member Last, First, Middle Initial	Relationship to applicant	Date of Birth AND SocSec#	Age	Gender M or F or Other	Race/ Ethnicity	Hispanic Y or N	Education (Circle)	Working Y or N	PAID How often?	Health Insurance Y or N	Veteran Y or N	Disabled Y or N
1.	self						0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
2.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
3.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
4.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
5.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
6.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
7.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					
8.							0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad					

07

INCOME SOURCES (List ALL income of adults and children that are 18 years of age or older for the last 30 days)
Identify income from any of the following sources:

			\$ received per month	times per month
Salary from Employment	___ Yes	___ No	_____	_____
Tips and Bonuses	___ Yes	___ No	_____	_____
Commissions/Fees	___ Yes	___ No	_____	_____
Recurring Gifts	___ Yes	___ No	_____	_____
Veteran Benefits – service or non-service	___ Yes	___ No	_____	_____
Alimony	___ Yes	___ No	_____	_____
Interest/ Dividends	___ Yes	___ No	_____	_____
Social Security	___ Yes	___ No	_____	_____
Supplemental Security Income (SSI)	___ Yes	___ No	_____	_____
Social Security Disability Income (SSDI)	___ Yes	___ No	_____	_____
Retirement Funds	___ Yes	___ No	_____	_____
Pension	___ Yes	___ No	_____	_____
Unemployment Benefits	___ Yes	___ No	_____	_____
Workers' Compensation	___ Yes	___ No	_____	_____
TANF	___ Yes	___ No	_____	_____
Food Stamps	___ Yes	___ No	_____	_____
Medicare/Medicaid	___ Yes	___ No	_____	_____
General Assistance	___ Yes	___ No	_____	_____
Unknown/Not Reported	___ Yes	___ No	_____	_____
EITC	___ Yes	___ No	_____	_____
Private Disability Insurance	___ Yes	___ No	_____	_____
Child Support: ___ Anticipated	___ Voluntary	___ Court Ordered (regardless if paid)		
Other: _____				

HOUSING INFORMATION

Type: ___ Private Home ___ Mobile Home ___ Apartment ___ Subsidized/ Public Housing
 OWN: ___ Yes ___ No Mortgage/Month _____
 RENT: ___ Yes ___ No Rent/Month _____ Utilities included: ___ Yes ___ No

UTILITY INFORMATION

Electric Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Natural Gas Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Propane Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Type of A/C: ___ Central ___ Evaporative ___ Window Unit ___ None
 Type of Heater: ___ Central ___ Electric Heater ___ Fireplace ___ Space Heater ___ Wall Furnace ___ None

PRIORITY INFORMATION

1. Have you ever received services with Community Action, Inc. of Central Texas? ___ Yes ___ No
2. Is anyone enrolled in secondary education or registered with the Texas Workforce within the last 30 days?
 ___ Yes ___ No
3. Is anyone in the household 60 years of age or older ___ Yes ___ No
4. Is anyone in the household disabled? ___ Yes ___ No
5. Are there any children 5 years of age or younger in the household? ___ Yes ___ No
6. Are you interested in receiving case management services to increase income/education level? ___ Yes ___ No

CONFLICT OF INTEREST INFORMATION

1. Is anyone in the household currently serving as an employee, agent, consultant, officer or elected or appointed official of Community Action, Inc. of Central Texas? ___ Yes ___ No

If YES, identify who and role _____

2. Is anyone in the household related to anyone currently serving as an employee, agent, consultant, officer or elected official of Community Action, Inc. of Central Texas? ___ Yes ___ No

If YES, identify who and role _____

FOR OFFICE USE ONLY: *If there is a Conflict of Interest, this application requires the Executive Director's Signature.*

Executive Director Signature: _____

OFFICE USE ONLY: CEAP/CSBG ELIGIBILITY DETERMINATION

1. Calculations: Monthly _____ x 12 = _____
Monthly _____ x 12 = _____ Total Annual Income \$ _____

2. Household Poverty Income Level: ___ 0-50% ___ >50-75% ___ >75-125% ___ >125-150% ___ >50%

3. Verification/Documentation of Household Income used: _____

Staff Signature _____

Date _____

AUTHORIZATIONS AND RELEASE OF INFORMATION:

- 1. The information provided is true and correct to the best of my knowledge and belief.
- 2. I understand that my gross household income is annualized at the time of application according to pre-established agency rules and procedures in order to receive assistance.
- 3. I understand that I may request a hearing to appeal a denial of eligibility, amount of assistance received, or a delay in receiving services from Community Action, Inc. of Central Texas.
- 4. I authorize the Texas Department of Housing and Community Action, Inc. of Central Texas to solicit/verify information including employment verification needed to provide assistance with my utilities and/ or fuel bills, both past and future.
- 5. I am an applicant of Community Action, Inc. of Central Texas. I hereby give my permission to release and verify all information requested and understand that it will be kept in strict confidence to be used for program purposes only.
- I understand that photocopy of this release is as valid as the original and may be used to obtain employment information or verify other data.
- 6. I understand that if I change utility companies I must notify the case worker within 5 business days of my new utility company and account number with the name on the account. If I do not notify Community Action, Inc. of Central Texas of my new utility company I will lose any payments due. When the information is provided any remaining assistance may be reinstated.
- 7. If you or another member of the household has no income the Declaration of No Income sheet must be completed for all household members over 18 years of age having no income. On this sheet do not include anyone who has shown income on the application. The Declaration of No Income No longer needs to be notarized.
- 8. I UNDERSTAND THAT I AM SUBJECT TO PROSECUTION FOR PROVIDING FALSE OR FRAUDULENT INFORMATION ON THIS APPLICATION.

I certify that the information on this application is correct and I also understand that receipt or assistance through misrepresentation or fraud is punishable by fine or imprisonment.

Applicant Signature _____

Date _____

Staff Signature _____

Date _____

(when application is logged in)

NEEDS ASSESSMENT

*Please indicate what Needs you have below by circling either "yes" or "no" in each box.
If you circle "yes", please explain the need you're experiencing so that we can help you.*

SERVICE	NEED	Explanation	SERVICE	NEED	Explanation
Basic Needs: Food, Clothing, Food Stamps, WIC, Meals On Wheels, Emergency, Other			Counseling: Family, Alcohol/Substance Abuse, Other		
Income: SS, SSI, TANF, VA, Child Support, Budget, Other			Transportation: To work, Dr. appointment, Car Repair, Other		
Employment Needs: Looking for a job/Job Search Assistance, Resume, Other			Veteran Needs: Medical, Training, Home Repair, Handicap Access, Other.		
Utility Assistance: Electric, Natural Gas, Propane, Other			Legal Needs: Child Support, Criminal, Civil, Other		
Housing Needs: Temporary Shelter, Subsidized, Section 8 Housing, Repairs, Weatherization, Others			Health Needs: Immunizations, Prescriptions, Primary Health Care, Mental Health Care, Other		
Heating/Cooling: Heaters, Window Units, Repairs, Water Heater, Natural Gas Piping/Repairs			Education: GED, English as a Second Language-ESL, Vocational Training, Other		
Other Needs: Child Care, Elderly Care, Other			Other Needs not identified on this assessment		

eh

**Community Action, INC. of Central Texas
COMMUNITY SERVICES**

Self Certification of Disability

Applicant's Name:	
Name of Person with Disability:	
Relationship of Person with Disability to Applicant:	

Persons with Disabilities--Any individual who is:

- ⊙ A handicapped individual as defined in §7(9) of the Rehabilitation Act of 1973;
- ⊙ Under a disability as defined in §1614(a)(3)(A) or §223(d)(1) of the Social Security Act or in V102(7) of the Developmental Disabilities Services and Facilities Construction Act: or
- ⊙ Receiving benefits under 38 U.S.C. Chapter 11 or 15.

APPLICANT'S AUTHORIZATION TO DECLARE DISABLED STATUS:

I hereby confirm my eligibility as a Person with Disability, in accordance with the above-stated definition of Person with Disability.

Signature of Person with Disability or His/Her Guardian

Date

**DECLARATION OF INCOME STATEMENT
(DECLARACION DE INGRESOS)**

Applicant Name (Nombre del Solicitante)	Applicant Last Name (Apellido)	Suffix (Sufijo)
Address (Dirección)	City (Ciudad)	Zip Code (Código Postal)

State the gross income for household members, 18 years and older, who have no documentation of the income received in the **30 day period** prior to the date of application for assistance: *(Declarar el ingreso recibido por los miembros de su hogar, que tienen 18 años de edad ó mas, y que no tienen documentación de ingresos por los 30 días antes del aplicar para asistencia)*

Name (Nombre)	Gross Income Received (Ingreso Bruto Recibido)
Name (Nombre)	Gross Income Received (Ingreso Bruto Recibido)
Name (Nombre)	Gross Income Received (Ingreso Bruto Recibido)
Name (Nombre)	Gross Income Received (Ingreso Bruto Recibido)

My household has no documented proof of income due to the following situation *(Mi hogar no tiene prueba para documentar los ingresos por medio de tal razones):*

I certify that the above information is true and correct to the best of my knowledge and belief. *(Yo certifico que la información proveida de los ingresos es verdadera y correcta según mi saber y creencia.)*

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information. *(Comprendo que la información será verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveido información falsa ó fraudulenta.)*

(Applicant Signature/Firma del Solicitante)

(Date/Fecha)



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: September 18, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		9-12-2018
Dept. Signature:		City Manager		
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding setting up a "Good Utility Neighbor Contribution Program" whereby utility customers can donate funds to go into a special account for other customers that need help in paying their utility bill from time to time; the funds would be deposited into a special account with Community Action, Inc., of Central Texas which would distribute the funds based on their criteria.				
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				
Such a program exists in a few other cities in the area. (San Marcos, Bastrop.) Community Action would have control of the funds once deposited and would charge an 8% administrative fee for their services. Attached is the Intake Application used by Community Action. Their criteria would be the guide in determining who receives assistance. The program has worked well in San Marcos and Bastrop.				
STAFF RECOMMENDATION				
The City Manager will prepare an ordinance to set up the program should Council desire.				
List of Supporting Documents: Community Action Intake Application; example of form to be used by the City of Lockhart for utility customers that wish to participate		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: October 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 9-26-2018
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 a Worksite Training Agreement with Workforce Solutions of Rural Capital Area whereby they would provide funding for a person to work and train at the Library for 320 hours, and appointing the Mayor to sign the agreement if approved.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
Staff has worked with Workforce Solutions in the past. The program has worked well. Bertha and her staff can always use the help during the Dickens season.				
STAFF RECOMMENDATION				
City Manager recommends approval of the agreement as presented.				
List of Supporting Documents: Workforce Solutions Training Agreement			Other Departments, Boards, Commissions or Agencies:	



Trainee: **Brittany Castaneda**

WORKSITE TRAINING AGREEMENT

This agreement is entered into between WORKFORCE SOLUTIONS RURAL CAPITAL AREA (WSRCA), administrator of the Choices program, and **COMPANY NAME** serving as a worksite for the Choices Subsidized Employment Activity.

The Choices Program is administrated and overseen by the WSRCA Board contracting with ResCare Workforce Services to operate the program.

Trainees are employees of HR Unique will provide Worker's Compensation coverage upon approval of the Workers Compensation Code. Workers Compensation Codes are based upon the attached job description.

Program beginning and ending dates are arranged between the worksite and WSRCA staff, as follows:

- This agreement is effective between the period of **September 4, 2018** and **October 9, 2018** and not to exceed **320 total hours of employment**.
- Trainee is scheduled to work **40 hours per week**, and the trainee will be paid **\$7.25 per hour**.
- The Job Title is Library Assistant and a job description is attached.

Immediate supervision and trainer of Choices Program participants will be provided by:
Bertha Martinez (Primary) (Alternate) (Alternate).

This worksite has been established for the purpose of providing a short-term, temporary work assignment designed to enhance the employability of participants/trainees through the development of good work habits and occupational skills.

Placement of an individual trainee at this worksite may be contingent upon completion of a Criminal History check. WSRCA and RMP Temps, reserve the right to complete a Criminal History check and discuss the results with the trainee and worksite prior to placing a trainee. Any worksites may request a Criminal History check, using the options below prior to accepting a trainee. However, a criminal history check will be completed on each trainee for any job description that involves working with vulnerable populations (children, elderly, individuals with disabilities, etc.).

The worksite named herein **does not** request a Criminal History check on the trainee listed above, because:
 not required for the position
 worksite has an internal process in place.

The worksite named herein requests a Criminal History check to be completed on the trainee listed above.

The worksite named herein provides services to vulnerable populations and a Criminal History check will be completed and results will be discussed prior to placement.

The worksite named herein is authorized to act as a worksite upon ACCEPTANCE OF THE FOLLOWING RESPONSIBILITIES:

1. Provide sufficient work to keep participant occupied
2. Provide supervision and training for each participant
3. Provide training and direction consistent with participant's written job description
4. Maintain permanent time and attendance records for each participant and submit time sheets on a regular basis as instructed
5. Submit a written evaluation of participant's progress as requested
6. Cooperate in on-site monitoring related to the review of compliance with the conditions set forth in this agreement

Worksite Training Agreement A

7. Insure that participants are provided with sufficient equipment and/or materials to carry out assignments

In accepting this agreement, THE WORKSITE ASSURES THAT:

- ▶ It will adhere to the Choices Program, and subsequent amendments, and to the rules and regulations promulgated hereunder.
- ▶ It will adhere to Labor Laws under the Fair Labor Standards Act and not assign any trainees less than 21 years of age to work which in any evident way could be considered unsafe, hazardous or dangerous.
- ▶ Adequate accountability will be maintained to insure accurate time and attendance.
- ▶ Participants will not be paid for absences, unworked hours, recreational activities or holidays.
- ▶ Participants will not displace anyone from a job.
- ▶ Participants will not engage in political activities during hours for which the participant is paid with funds from this program.
- ▶ Participants will not be employed nor outstation in the immediate office of a member of Congress nor a State or local legislator nor on any staff of a legislative committee.
- ▶ Participants will not be employed nor outstation in the immediate office of any chief-elected executive official (or officials, if the office of the chief executive is shared by more than one person) of a State or unit of general local government.
- ▶ Participants will not be discriminated against because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

WORKFORCE SOLUTIONS RURAL CAPITAL AREA reserves the right to assign program participants to the worksite, with the agreement of the worksite, and to remove participants from the worksite if the responsibilities and assurances stated above are not met, or at the worksite's request.

PREPARED BY:

Cynthia Beckendorf
Career Specialist

AUTHORIZED BY:

Cindie Scanlon

Choices Manager
Workforce Solutions Rural Capital Area

HR Unique Representative

ACCEPTED BY: Bertha Martinez
Worksite Name: Eugene Clark Library
Physical Address: 217 S. Main St.
City, State, Zip:

Mailing Address: Same as above
City, State, Zip: Lockhart, TX 78644
Telephone:

WFS Office: Lockhart

Supervisor Signature

Title

Email

Supervisor Signature

Title

Email

Customer Signature

Date

Email

Week Beginning	Week Ending	Time Sheet Due Unless work on weekend	Pay Day
9/3/2018	9/9/2018	9/7/2018	9/14/2018
9/10/2018	9/16/2018	9/14/2018	9/21/2018
9/17/2018	9/23/2018	9/21/2018	9/28/2018
9/24/2018	9/30/2018	9/28/2018	10/5/2018
10/1/2018	10/7/2018	10/5/2018	10/12/2018
10/8/2018	10/14/2018	10/12/2018	10/19/2018
10/15/2018	10/21/2014	10/19/2018	10/26/2018
10/22/2018	10/28/2014	10/26/2018	11/2/2018
10/29/2018	11/4/2018	11/2/2018	11/9/2018
11/5/2018	11/11/2018	11/9/2018	11/16/2018
11/12/2018	11/18/2018	11/16/2018	11/23/2018
11/19/2018	11/25/2018	11/23/2018	11/30/2018
11/26/2018	12/2/2018	11/30/2018	12/7/2018
12/3/2018	12/9/2018	12/7/2018	12/14/2018
12/10/2018	12/16/2018	12/14/2018	12/21/2018
12/17/2018	12/23/2018	12/21/2018	12/28/2018
12/24/2018	12/30/2018	12/28/2018	1/4/2019
12/31/2018	1/6/2019	1/4/2019	1/11/2019

ments by the Minute

Minutes		Minutes		Minutes		Minutes	
1	0.02	16	0.27	31	0.52	46	0.77
2	0.03	17	0.28	32	0.53	47	0.78
3	0.05	18	0.30	33	0.55	48	0.80
4	0.07	19	0.32	34	0.57	49	0.82
5	0.08	20	0.33	35	0.58	50	0.83
6	0.10	21	0.35	36	0.60	51	0.85
7	0.12	22	0.37	37	0.62	52	0.87
8	0.13	23	0.38	38	0.63	53	0.88
9	0.15	24	0.40	39	0.65	54	0.90
10	0.17	25	0.42	40	0.67	55	0.92
11	0.18	26	0.43	41	0.68	56	0.93
12	0.20	27	0.45	42	0.70	57	0.95
13	0.22	28	0.47	43	0.72	58	0.97
14	0.23	29	0.48	44	0.73	59	0.98
15	0.25	30	0.50	45	0.75	60	1.00



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: October 2, 2018				
Department: Fire		Initials	Date	
Department Head: Randy Jenkins	Asst. City Manager			
Dept. Signature: <i>WRJ</i>	City Manager	<i>WRJ</i>	<i>9.26.18</i>	
Agenda Item Coordinator/Contact (include phone #): William R. 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 checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action to consider approval of a Houston-Galveston Area Council (HGAC) purchase of a "Initial Attack Pumper" in the amount of \$218,200 for the Fire Department from HME, Incorporated at 1950 Byron Center Ave. SW, Wyoming, Michigan 49519, and appointing the Mayor to sign all requirement documents if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item	\$218,200			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): 2015 CO				
SUMMARY OF ITEM				
The apparatus requested is an Initial Attack Pumper. The apparatus would be used as a front-line response vehicle to medical, vehicle fires, structure fires, wrecks, and other emergencies. The apparatus would replace the current Rescue 1 (F-350 pick-up). The current Rescue 1 will be driven by the Assistant Chief. The Pumper will increase our capabilities by providing an additional in-service apparatus with firefighting capabilities. The pumper is equipped with a 1,500 gpm fire pump. The apparatus (F-550) is also mobile enough for medical first response. The pumper is NFPA 1901 compliant which may enhance our Fire Suppression Rating Schedule (FSRS) within ISO.				
STAFF RECOMMENDATION				
Staff recommends approval of purchase of the Initial attack Pumper for Lockhart Fire Rescue to enhance response capabilities to the citizens of Lockhart.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
<ul style="list-style-type: none"> • Mini-Pumper Specs (HME) • Mini-Pumper Drawing • Mini-Pumper Sales Agreement 				



**HME Ahrens Fox
Initial Attack Pumper**

ORDER CONFIRMATION

Details of construction such as, but not limited to mounting positions for siren heads, grab handles, switches, labeling and materials where not otherwise specifically detailed in the written specifications at time of order, shall be left to the discretion of the HME as the manufacturer who shall be solely responsible for the design, construction and placement of the components.

A drawing is provided as part of the order confirmation. The drawing is an overall representation of the apparatus proposed and not an exact representation of the apparatus to be built. The exact dimensions, locations of accessories and/or components may be revised pending complete engineering of the custom requirements of the individual apparatus order. If there is a discrepancy between the drawing and the written order confirmation; the specifications within this order confirmation prevail.

FORD F-550 4x4 CAB & CHASSIS

2019 F-550 Chassis, SD Crew Cab

Powertrain

Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection * Recommended fuel : diesel * federal * TorqShift 6 speed automatic transmission with overdrive * Part-time * Limited slip differential * Fuel Economy Cty: N/A * Fuel Economy Highway: N/A

Suspension/Handling

Front Mono-beam non-independent suspension with anti-roll bar, HD shocks * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks * Firm ride Suspension * Hydraulic power-assist re-circulating ball Steering * Front and rear 19.5 x 6 argent steel wheels * LT225/70SR19.5 GBSW AS front and rear tires * Dual rear wheels

Body Exterior

4 doors * Conventional left rear passenger * Conventional right rear passenger * Driver and passenger power remote heated folding door mirrors with turn signal indicator * Turn signal indicator in mirrors * Black door mirrors * Chrome bumpers * Trailer harness * Clearcoat paint * Front and rear 19.5 x 6 wheels

SO 23248

09/26/18



HME Ahrens Fox Initial Attack Pumper

Convenience

Manual air conditioning with air filter * Cruise control with steering wheel controls * Power windows * Driver and passenger 1-touch up * Driver and passenger 1-touch down * Remote power door locks with 2 stage unlock and illuminated entry * Extra FOB controls PowerCode remote engine start * Manual tilt steering wheel * Manual telescopic steering wheel * Daynight rearview mirror * Power adjustable pedals * 911 Assist emergency S.O.S * Wireless phone connectivity * AppLink smart device integration * 2 1st row LCD monitors * Front and rear cupholders * Dual visor mirrors * Full overhead console * Driver and passenger door bins * Rear door bins

Entertainment Features

SiriusXM AM/FM/Satellite radio with radio data system * Single CD player * MP3 decoder * Auxiliary audio input * SYNC external memory control * Steering wheel mounted radio controls * 7 speakers * Wireless streaming * Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Delay-off headlights * Fully automatic headlights * Variable intermittent front windshield wipers * Deep tinted windows * Front and rear reading lights * Tachometer * Compass * Outside temperature display * Trip computer * Trip odometer

Safety and Security

4-wheel ABS brakes * Brake assist * 4-wheel disc brakes * Driveline traction control * Dual front impact airbag supplemental restraint system * Dual seat mounted side impact airbag supplemental restraint system * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system * Remote activated perimeter/approach lighting * Power remote door locks with 2 stage unlock and panic alarm * Security system with SecuriLock immobilizer * MyKey restricted driving mode * Manually adjustable front head restraints with tilt * 3 manually adjustable rear head restraints

Selected Options

Tires: 225/70Rx19.5G BSW

Wheels: 19.5" See Option 14-10-40Q0

Radio: AM/FM Stereo/Single-CD/MP3 Player



**HME Ahrens Fox
Initial Attack Pumper**

50-State Emissions System
SYNC Communications & Entertainment System
SiriusXM Satellite Radio
Medium Earth Gray
Ambulance Prep Pkg w/Special Emissions (LPO)
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20
Transmission: TorqShift 6-Speed Automatic
Dual 78-AH 750 CCA Batteries
Dual Extra Heavy-Duty Alternators (Total 377-Amps)
Operator Commanded Regeneration (OCR)
GVWR: 19,500 lb Payload Plus Upgrade Package

Interior and Seating

Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, chrome interior accents.

Seating capacity of 4

Driver Position

OEM driver's seat with adjustable head restraints, 4-way adjustable driver seat includes lumbar support
Vinyl faced front seats with vinyl back material

Officer Position

Bostrom Tanker 400CT SCBA officer seat.

Crew Seating Positions

There shall be two (2) Bostrom Tanker 400CT SCBA crew seats, one on each side of the cab.

SCBA seats shall be Vinyl and Durawear combination providing a rugged, wear resistant, waterproof upholstery. Each SCBA seat shall be provided with a Load & Lock SCBA bottle bracket with safety strap.



**HME Ahrens Fox
Initial Attack Pumper**

CAB CONSOLE

A heavy duty angled console shall be installed in the cab between the driver and officer seats. The console shall be finished in black powder coat for durability and low reflection. The console shall be designed with a versatile mounting rail system that accomodates commercially available panels for installation of items such as radio equipment. The design shall allow for a total of sixteen (16) inches of mounting space. This option requires the center seating position to be removed from the cab.

The console shall contain the following items as standard:

- Siren control head in a 3" Equipment Mounting Plate
- Pump Shift in a 4" custom laminate panel
- Three (3) Blank 3" Filler Plates

The following items shall be installed on the console:

- Two (2) microphone clips
- Two (2) cup holders in the forward flat section of the console.
- One (1) Kussmaul 091-219 Dual Port USB charging port adjacent to the cup holders.

BACK-UP CAMERA / GPS

There shall be supplied a Garmin NUVI 2798LMT combination back up camera and GPS. The seven (7) inch monitor screen shall be mounted onto the cab console utilizing a RAM mounting system with the ability to have 360° adjustment without the use of tools. The GPS functionality of the unit shall be provided with lifetime Map updates. The camera shall be mounted recessed in the rear bumper.

WHEELS

The wheels shall be steel, factory finished in an argent color.

STAINLESS WHEEL LINERS

The front and rear axles shall be equipped with stainless steel wheel liners.



**HME Ahrens Fox
Initial Attack Pumper**

TIRE PRESSURE MONITORING DEVICE

Each tire installed on the apparatus shall be equipped with a tire pressure monitoring device. The device shall consist of a valve stem cap to with an LED tire alert to indicate tire pressure conditions. The LED will flash when the tire drops 8 psi below the factory setting.

DRIVELINES

Universal joints and driveshafts shall be modified for midship pump installation. The driveshaft slip joints shall be coated to reduce sliding friction and thrust under high torque loads. Shafts shall be balanced to prevent vibration.

FRONT BUMPER / BRUSH GUARD / WINCH RECEIVER

The front of the chassis shall be equipped with a Fab Fours, model number FS11-S2550-1, heavy duty plate 'ranch' style bumper. The black painted assembly features a full replacement bumper with full grill guard and bolt on 2" receiver for portable winch operation.

CAB SIDE ENTRANCE BARS

Beneath the cab doors three (3) inch round stainless steel side [nerf] bars with polyethylene step pads shall be installed.

ELECTRONIC SIREN

A Whelen electronic siren control, model 295SLSA1 full feature with 17 Scan-Lock siren tones including Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air Horn, Electronic Mechanical Siren tones and Piercer tones and hard wired microphone, shall be provided.

SIREN SPEAKER

Behind the grille there shall be a Whelen model SA315 100 watt siren speaker.

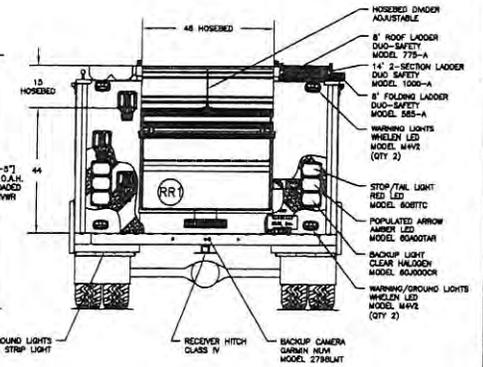
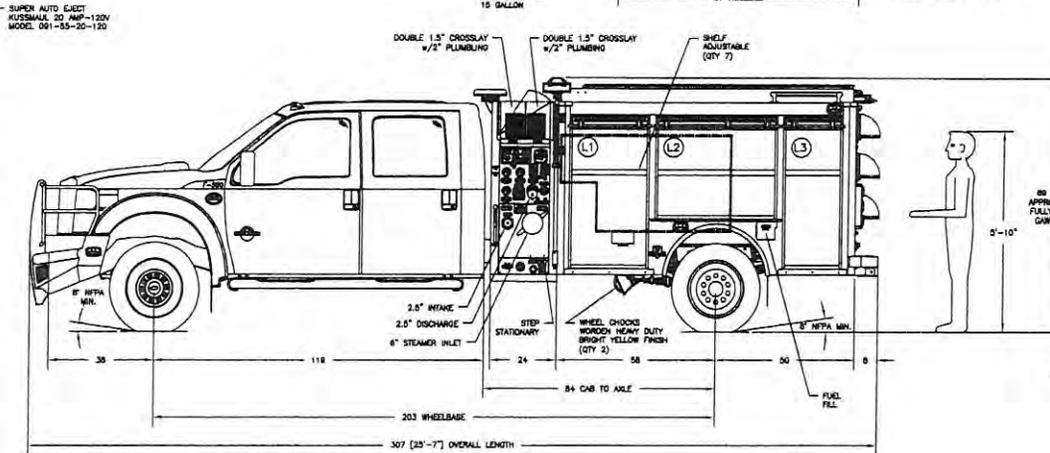
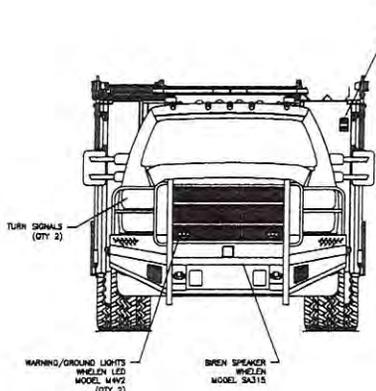
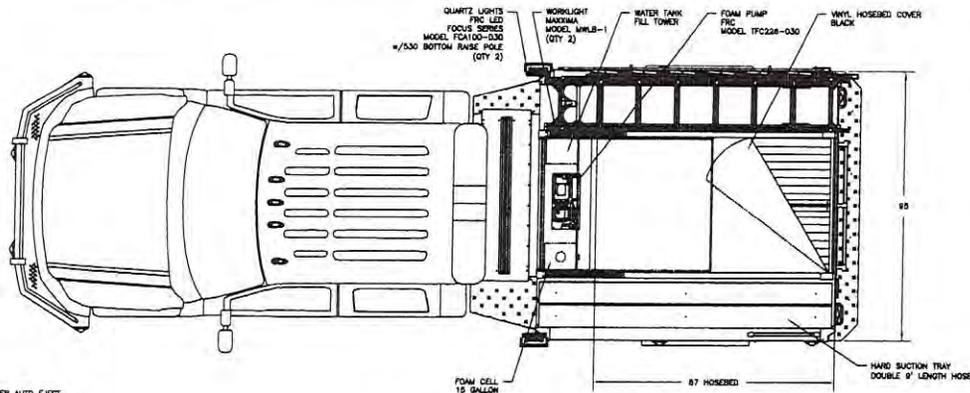
THIS DRAWING IS AN OVERALL REPRESENTATION OF THE APPARATUS AS PROPOSED.

THE EXACT DIMENSIONS, LOCATIONS OF ACCESSORIES AND/OR COMPONENTS MAY BE REVISED PENDING COMPLETE ENGINEERING OF THE CUSTOM REQUIREMENTS OF THE INDIVIDUAL APPARATUS ORDER.

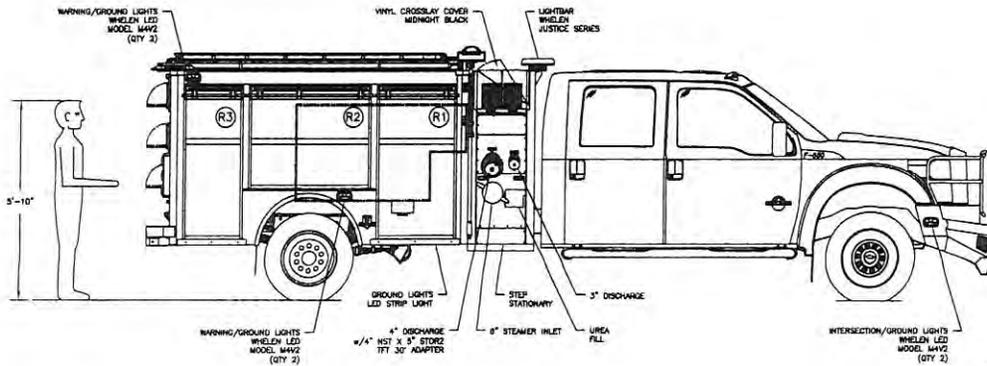
IF THERE IS A DISCREPANCY BETWEEN THE BODYBUILDER PRINT AND THE WRITTEN PROPOSAL, THE SPECIFICATIONS WITHIN THE PROPOSAL PREVAIL.

This drawing along with any changes made and Initialed by both the "Fire Department" & HME, Inc. represents what will be constructed and supplied to the "Fire Department." Any changes to the contract specifications and drawing after today's date will be addressed via appropriate change order signed and approved by both the "Fire Department" & HME, Inc.

APPROVED BY: _____ TITLE: _____
 FIRE DEPARTMENT
 APPROVED BY: _____ TITLE: _____
 HME Incorporated



COMPARTMENTATION						
COMP.	BEHIND DOOR			CLEAR OPENING		COMP. VOLUME
	WIDTH	HEIGHT	DEPTH	DOOR WIDTH	DOOR HEIGHT	
L1:	35"	57"	22"	26"	40"	25.0 FT ³
L2:	44"	40"	22"	42"	34"	22.0 FT ³
L3:	23"	57"	22"	19"	49"	17.0 FT ³
R1:	35"	57"	22"	26"	49"	25.0 FT ³
R2:	44"	40"	22"	42"	34"	22.0 FT ³
R3:	23"	57"	22"	19"	49"	17.0 FT ³
RR1:	48"	33"	42"	43"	24"	30.1 FT ³



B	DM	12 SEP '18	CHANGE ORDER
A	DM	2 AUG '18	ORIGINAL RELEASE
LET BY	DATE	REVISION	

HME INCORPORATED 1950 BYRON CENTER AVE. WYOMING, MI. 49519

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTERESTS OF HME, INC.

NAME: **HME_FORD_MINIEVO**

DRAWN	D. MEAD	DATE	30 JUL '18	APPROVED	N/A	DRAWING FILE	23248 - HME_FORD_MINIEVO.DWG
SIZE	B	NUMBER	23248	SCALE	NTS	SHEET 1 OF 1	

CREATED WITH AutoCAD®

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SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between **HME, Incorporated** (Company) and

The City of Lockhart Fire Rescue

(Legal Name of Buyer)

201 West Market Street

Lockhart

Texas

78644

(Address)

(City)

(State/Province)

(Zip/Postal Code)

1. ACCEPTANCE: The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement").

2. DELIVERY: Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 90 calendar days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan, and based upon a satisfactory completion of a Pre-Construction Conference, if requested. The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. The Pre-Construction Conference shall be conducted within 30 days from the execution of this Agreement.

To establish a stable design, procurement, and build schedule in accordance with the specifications and this Agreement, a Buyer change order cutoff date of eight (8) weeks from the date of the execution of the Agreement will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the Agreement execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. CHANGE ORDERS: Changes to the Agreement may be requested by the Buyer after the execution of the Agreement according to the terms of Section 2 of this Agreement. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the HME sales representative and executed by the Buyer. The price of the Vehicle shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery dates of the Vehicle.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated 26th day of September, 2018.

5. **WARRANTY:** The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the Vehicle, the sum of Two Hundred Eighteen Thousand Two Hundred US Dollars and zero Cents (\$ 218,200.00). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: **HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519**, attention: Accounts Receivable.

7. **TERMS OF PAYMENT:**

a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.

b) No payment of any amount shall be made payable to a sales representative without written approval from the Company.

c) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not be placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

8. **The Company** requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

9. **CANCELLATION:** This Agreement is subject to cancellation by the Buyer only upon payment to the Company of reasonable cancellation charges as determined by the Company, which shall take into account expenses already incurred and commitments made by the Company.

10. **TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the Company may allow the terms of this Agreement to be extended to both the Buyer and similar agencies for the purchase of a similar Vehicles under similar terms for a period of one (1) year from the date of the execution of this Agreement. Should the Company choose to exercise this option, it shall be permitted to adjust the Agreement pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the Vehicle. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing price changes expected by the Company from the component vendors. If there are any changes between the Vehicles(s) purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed Change Orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this agreement shall be liable for any obligation of the Company arising under the standard warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 26th day of September, 2018.

COMPANY

BUYER

HME, Incorporated
1950 Byron Center Avenue
Wyoming, Michigan 49519
616-534-1463 Phone
616-534-1967 Fax

City of Lockhart TX Fire Rescue
201 West Market Street
Lockhart, TX 78644
Phone (512) 398 2321
Fax (512) 620 0001

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BUYERS WITNESS

WITNESSED: _____
NAME: _____
TITLE: _____
DATE: _____

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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: October 2, 2018				
Department: Fire		Initials	Date	
Department Head: Randy Jenkins	Asst. City Manager			
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Signature]</i>	9-26-18	
Agenda Item Coordinator/Contact (include phone #): William R. 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 checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action to approve the purchase of fire equipment in the amount of \$11,600 to deploy on the "Initial Attack Pumper" being purchased from HME, Incorporated at 1950 Byron Center Ave. SW, Wyoming, Michigan 49519.				
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	\$11,600			\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): 2015 CO				
SUMMARY OF ITEM				
The equipment requested will be placed on the Initial Attack Pumper. Some equipment such as ladders will be included but the following equipment is needed to complete the basic equipment needed for emergency response as a pumper and rescue apparatus. The list includes;				
<ul style="list-style-type: none"> • Firefighting Nozzles (2) - \$1,600 • Steamer Intake Valves (2) - \$2,500 • Ventilation Fan (1) - \$2,500 • Vehicle Lifting Bag Set (1) - \$3,500 • Vehicle Graphics (1) - \$1,500 				
The total is \$11,600. The items will be purchased locally using the same funding source and procurement guidelines as the Initial Attack Pumper.				
STAFF RECOMMENDATION				
Staff recommends approval of the purchase of listed equipment for the Initial attack Pumper for Lockhart Fire Rescue to enhance response capabilities to the citizens of Lockhart.				
List of Supporting Documents: List is listed above		Other Departments, Boards, Commissions or Agencies:		
		<i>62</i>		



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 9-26-2018
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/action to consider request from Michael Mann of Caracara Brewing Company for financial support in the amount of \$ 3,307.95 and in-kind support for a Locktoberfest Event to be held downtown Saturday, October 13.				
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. Mann has requested financial support in the amount of \$3,307.95 and the standard in-kind support (trash carts, barricades, electric, and water) from the City for his event which will be held primarily on the south side of the square. He will be present to explain his event. Because alcohol is involved, he must have at least two law enforcement officers and he must provide General Liability Insurance naming the City as an additional insured.				
STAFF RECOMMENDATION				
Council decision				
List of Supporting Documents: Information from Mr. Mann, Criteria for Support from the City			Other Departments, Boards, Commissions or Agencies:	

In-kind Request Items for Locktoberfest - Caracara Brewing Company	Co-Sponsored By LAMA
PICNIC TABLES Quantity (6)	
POLICE OFFICER - SECURITY (1 -2) Officers from 10:00am - 7:00pm on 10/13/2018	
BARRICADES & CONES (20 - 30) Barricades (10-20) Cones (4) Street Closed Ahead Signs	
USE OF CITY ELECTRICITY & WATER SERVICES Use of (8) Outlets located on Market St. and (4) Water spigots located on Market St. (1) 210 Amp Breaker Outlet with (12) socketed 12Amp Outlets for Staging on Main St. located near the Eugene Clarke Library	
TRASH RECEPTICALS (10-15) (1) DUMPSTER	
STREET CLOSURE PERMIT FEE \$125 - FEE WAIVER REQUESTED (1) ACRE OF STREET USE	
INSTALLATION OF (1) HIGHWAY BANNER ON HWY 183 FROM 10/04/2018 - 10/15/2018	

Monetary Support Request	Amount
STAGE RENTAL (1) 20'X20' STAGE WITH 15'X20' TENT COVERING	\$1,120.40
PORTABLE LATRINES & HANDWASH STATION (2) Standard (1) Handicap (1) Wash Station	\$497.95
HIGHWAY BANNER (1) 4'x40'	\$1,564.60
Total:	\$3,182.95

We Respectfully Request The City of Lockhart's Support with our **First Annual Locktoberfest Event.**

\$ 3182.95
 125.00

 \$ 3,307.95

Vance Rodgers

From: Vance Rodgers
Sent: Friday, September 21, 2018 4:20 PM
To: 'Mike Mann'
Cc: jroescher@ps.lockhart-tx.org; Connie Constancio, City Secretary/Admin Service Mgr; 'Lew White, Mayor'; 'Ernesto Pedraza'; Sean Kelley, PW Director; Bob Leos, Electric Superintendent
Subject: Locktoberfest Docs
Attachments: FW: TABC response - open containers outside of a business is enforced by city ordinance but mixed beverage cannot go in or out of business; City of Lockhart Donations.pdf

Mr. Mann;

*2 officers
=*

Please see above concerning City of Lockhart alcohol ordinances. Because of the ordinance in place, we CANNOT agree with people consuming alcohol on public streets/sidewalks except in a TABC temporary permitted event area much like the Hispanic Chamber does during their downtown events. Your property line is the outer edge of your building; the adjacent sidewalks are part of the public right of way.

I cannot support providing for security (Police Officers) which is required because of the alcohol. The Hispanic Chamber and Lockhart Chambers, both 501-C6 organizations, pay for their own security at their events with alcohol. In addition, I WILL NOT commit to City of Lockhart monetary support (portable potties, stage rental, banner) as requested; it is not budgeted. If you want the above support, you must provide a request to be placed on the City Council agenda for its consideration; the request justification must be received addressed to me no later than 10 am on Thursday, Sept 27, in preparation for presentation at the next regular Council meeting on Tuesday, October 2.

The City will provide reasonable support in the form of picnic tables, barricades, hanging the banner, trash carts and one dumpster, water from the tree area, and reasonable electric usage is OK; this does not include use of the County Courthouse electric or water. We WILL ONLY provide 110v power at reasonable locations within the permitted area; all of this must be coordinated with Sean Kelley (PW Director 512-376-8057) and Bob Leos (Electric Supt 512-376-8328).

You and or your volunteers will be responsible for all the event cleanup, emptying the trash carts in the trash dumpster, and setting barricades to the side after cleanup and all obstacles are removed from travel lanes for closed streets. Grease spills from any outdoor cooking must be avoided and your vendors are responsible for removing and proper disposal of any grease; proper disposal of the grease DOES NOT MEAN putting it in the trash carts or dumpster.

Should you have questions, please let me know.

Vance

From: Mike Mann [mailto:mike@caracarabrewingcompany.com]
Sent: Thursday, September 20, 2018 9:47 AM
To: jroescher@ps.lockhart-tx.org; Vance Rodgers
Subject: Locktoberfest Docs

Hello Gentlemen,

Here are the applications for Locktoberfest. I will be dropping off the physical docs today as well. The map will change a bit, but I will get that in soon. I'm also still working on door hangers. I will get those in soon, but

no one has had an issue so far except the theater, and that is noted on the door hangers and the map.

--

Mike Mann
Founder and Owner
Caracara Brewing Company
100-A E. Market St.
Lockhart, Tx 78644
512-626-4163

Vance Rodgers

From: Connie Constancio
Sent: Thursday, September 20, 2018 2:53 PM
To: Vance Rodgers
Subject: FW: TABC response - open containers outside of a business is enforced by city ordinance but mixed beverage cannot go in or out of business

On Aug 28, 2018, I spoke with Shaun with TABC in Austin (San Marcos was unavailable). TABC does not regulate open container beer on public streets/sidewalks.

BEER: the City would be responsible for adopting an ordinance to allow individuals to open carry a beer container on sidewalks, etc. An example would be Georgetown; they do not have an ordinance prohibiting open carry on public sidewalks, therefore it is allowed.

MIXED BEVERAGES: MB are NOT allowed to go in or out of a business of where it was served.

The following are current Lockhart ordinances regarding alcohol sidewalks, etc.

Sec. 36-2. - Possession of alcoholic beverage in public.

a)

No person shall possess any alcoholic beverage while he is located upon any street, sidewalk or other public place unless it is in the original package and the seal on such package is unbroken.

(b)

The provisions of subsection (a) shall not apply to:

(1)

The possession of an alcoholic beverage in a motor vehicle; or

(2)

Possession of an alcoholic beverage in accordance with the provisions of [section 36-3](#) of this Code.

(c)

As used in this section the term "alcoholic beverage" shall have the meaning assigned to it by the Texas Alcoholic Beverage Code.

(Code 1982, § 18-2)

Cross reference— Alcoholic beverages generally, [ch. 6](#).

State Law reference— "Alcoholic beverage" defined, V.T.C.A., Alcoholic Beverage Code [§ 1.04](#).

• **Sec. 36-3. - Consumption of alcoholic beverages in public.**

(a)

It shall be unlawful for any person to consume any alcoholic beverage while on any street, sidewalk or other public way within the city.

(b)

It shall be unlawful for any person to consume any alcoholic beverage in any city park without first obtaining from the chief of police or his duly appointed representative written permission. Alcoholic beverages shall be at all times prohibited in playground areas;

provided, however, that alcoholic beverages shall not be possessed in a park except at a picnic table and no person shall possess alcoholic beverages while in a park unless he also possesses food at the same time.

(c)

As used in this section the term "alcoholic beverage" shall have the meaning ascribed to it by the Texas Alcoholic Beverage Code.

(Code 1966, § 3-11; Code 1982, § 18-3)

Cross reference— Alcoholic beverages, [ch. 6](#).

State Law reference— "Alcoholic beverage" defined, V.T.C.A., Alcoholic Beverage Code [§ 1.04](#).

Connie Constancio, TRMC
City Secretary/Administration Services Mgr.
City of Lockhart
308 W. San Antonio St.
PO Box 239
Lockhart, TX 78644
512/398-3461 ext. 235
512/398-5103 - Fax
cconstancio@lockhart-tx.org

Please note that any correspondence, such as e-mails or letters, sent to the City of Lockhart staff or public officials is public record and may be made available for Public/media review.

PUBLIC OFFICIALS/BOARD-COMMISSION MEMBERS- A "Reply to All" of this e-mail that includes all Councilmembers/Board members could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CITY MANAGER

SEPT 2007

SELECTION PROCESS

SUPPORT FOR DOWNTOWN EVENTS

1. A Special Activity Permit must be obtained from the Police Department
2. The event must be a "city wide community event"
3. If the event costs the City cash for anything, it must be pre-approved by the Council.
4. In-kind services can include, but not limited to, trash cans, barricades, dumpsters, reasonable electrical services (110v) , and reasonable water services.
5. If alcohol is involved, security officers must be provided at the expense of the event holder and TABC laws and the local alcohol related ordinances must be observed.
6. All fire and food handling regulations are applicable.
7. Approval of affected businesses must be obtained.
8. All cleanup must be by the event holder



Work Session Item # _____

Reg. Mtg. Item # _____

CITY OF LOCKHART COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i>
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input 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 staff to pursue a 2018 Community Development Block Grant (CDBG) and to select one elected official to work with two City employees recommended by the City Manager to serve on an evaluation team to review qualified vendor applications and proposals to be the Grant Administrator for an application funded under the Texas Department of Agriculture (TDA).				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
This CDBG grant would be for extension of large water mains to improve pressures and firefighting resources. The grant match would be funded from 2015 CO funds. The new process requires one elected official and two others to serve on an evaluation team to select from a TDA qualified Grant Administrator firm list to be contacted for submission of a Request for Project Specific Proposal. The City Manager has appointed Sean Kelley, Public Works Director, and John Eddleton, Streets/Solid Waste Supervisor as the two City employee team members. The Grant Administrator will assist staff in procuring the required engineering firm.				
STAFF RECOMMENDATION				
City Manager respectfully asks Council permission to apply for the 2018 CDBG Grant and asks Council to appoint one elected official to serve on the CDBG Administrative Services selection review team.				
List of Supporting Documents: CDBG information		Other Departments, Boards, Commissions or Agencies:		

Step 1 – Identify evaluation team & review approved vendor applications

- Identify an Evaluation Team
 - At least 3 people
 - At least one local official
 - No potential conflicts of interest with vendors under review
- Evaluation Team reviews qualifications for each approved vendor
- Applications of respondents identified on the Pre-Qualified Vendor List can be found under [Professional Administrative Services webpage](#)

The screenshot shows the TDA website interface. At the top, it says 'TDA DEPARTMENT OF AGRICULTURE PROFESSIONAL ADMINISTRATIVE SERVICES'. Below that, there is a section titled 'Approved Vendor List' with a table of vendors. The table has columns for 'Vendor Name', 'Address', 'City', 'State', and 'Phone Number'. The table contains several rows of vendor information, including names like 'ABC COMPANY', 'DEF COMPANY', etc., and their respective contact details.

I would like to go into greater detail for each step: For Step 1

The community should first assemble the evaluation committee (or team) which should be comprised of at least three people; including at least one local official (such as member of the elected governing body).

When identifying committee members, communities should ensure that there are no potential conflicts of interest between the evaluation team and any vendors under review.

The evaluation team should review the applications and qualifications for **each** approved vendor. The “pre-qualified list” of vendors and their corresponding applications are posted on the TDA website under the “Professional Administrative Services” tab.

To help facilitate review of vendors’ qualifications, the evaluation team may also request a copy of “part 2” responses from any vendor’s application. These responses include descriptions of character, reputation, good standing with TDA and clients, any previous contract termination and/or noncompliance, and information regarding the respondents history of debarment, suspension, or exclusion from federally funded programs.

Step 2 – Select firms to consider further

- Evaluation Team must select at least three vendors from the Pre-Qualified List to consider further

- One or more of the vendors selected for further consideration must qualify under at least one of these categories:
 - Minority-owned Business (MBE)
 - Woman-owned Business (WBE)
 - Small Business Enterprise (SBE)
 - Section 3 Business (S3)

Based on the qualifications reviewed by the evaluation team, at least three vendors must be selected from the “pre-qualified list” for solicitation. The committee may choose (and is highly encouraged) to consider as many vendors as it wishes.

Please keep in mind that one or more of the vendors selected for solicitation must qualify as:

- Minority Owned (MBE)
- Woman-Owned (WBE)
- Small-Business Enterprises (SBE)
- Section 3 Businesses

These self-identified categories are included in the pre-qualified list on our website.



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Dates: October 2, 2018					
Department: City Manager			Initials	Date	
Department Head: Vance Rodgers		Asst. City Manager			
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i>	9-17-2018
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 new negotiated Ambulance (EMS) Billing and Related Professional Services agreement with K&P Associates Inc.dba Specialized Billing & Collection Systems of Texas for Emergency Medical Services (EMS) provided by the City of Lockhart with new lower rate, and appointing the Mayor to sign the agreement if approved.					
FINANCIAL SUMMARY					
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED					
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS	
Budget				\$0.00	
Budget Amendment Amount				\$0.00	
Encumbered/Expended Amount				\$0.00	
This Item				\$0.00	
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND(S):					
SUMMARY OF ITEM					
The City of Lockhart has an existing contract with Specialized Billing to bill and collect for EMS services. The City Manager and Specialized Billing have had recent discussions about the current billing and collection rate of 11½%. Due to new procedures in place and electronic EMS data handling and transmitting, it was the position of the City Manager that the current rate was too high. The final negotiated rate will now be 7.5%.					
STAFF RECOMMENDATION					
City Manager respectfully requests approval of the agreement as presented.					
List of Supporting Documents: Professional Services Agreement			Other Departments, Boards, Commissions or Agencies:		

AMBULANCE (EMS) BILLING and RELATED PROFESSIONAL SERVICES

AGREEMENT BETWEEN

City of Lockhart EMS

AND

**K&P ASSOCIATES INC. dba SPECIALIZED BILLING
& COLLECTION SYSTEMS OF TEXAS**

THIS AGREEMENT, hereinafter "AGREEMENT", is made and entered into the ___ day of _____, 2018 by and between City of Lockhart EMS, hereinafter "PROVIDER", and Specialized Billing & Collection Systems of Texas, hereinafter "CONTRACTOR".

SUBJECT:

During the term of this agreement, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees relating to the emergency medical services provided by PROVIDER. These will include, but not be limited to, all charges and fees to be made to private insurers, Medicare, Medicaid, any other governmental agencies, individual patients and their responsible parties, (collectively, "Payors").

TERM:

This AGREEMENT shall be effective for a one (1) year period, commencing _____, through _____, unless terminated as provided for herein. This AGREEMENT shall renew for one (1) additional year at the end of the initial term unless terminated as provided for herein. All terms and conditions of this AGREEMENT shall remain in full force and effect during any renewal term unless this AGREEMENT is amended in writing.

COMPENSATION AND METHOD OF PAYMENT:

The CONTRACTOR shall be paid by PROVIDER a monthly amount representing fees for the services provided as follows:

- A. **6%** of all funds collected by CONTRACTOR on behalf of services provided by PROVIDER; and
- B. **1.5%** of all funds collected by CONTRACTOR for PROVIDER'S use of CONTRACTOR provided field data collection and reporting software license fee, hereinafter "RescueNet ePCR System."

All payments and explanation of benefits for claims submitted by CONTRACTOR on behalf of PROVIDER shall be made payable to PROVIDER and mailed to P.O. Box 691363 Houston, Texas 77269-1363.

CONTRACTOR shall mail all benefit checks, with account statements, to PROVIDER within five (5) business days. CONTRACTOR shall not be responsible for personal checks made by patients or paid on their behalf.

CONTRACTOR shall not hold, retain any interest in or cash any benefit payment, nor shall CONTRACTOR have any control over or right to withdraw any funds from PROVIDER'S bank account.

If PROVIDER requires all funds received be deposited into a Lock-box service, PROVIDER shall assume all cost associated with the service. An accounting of funds deposited into PROVIDER'S Lock-box shall be forwarded to CONTRACTOR weekly, together with any related statements regarding payments or denials.

CONTRACTOR shall submit monthly invoices representing fees for the services provided to PROVIDER. PROVIDER shall issue a check for the amount invoiced, less any disputed amounts, within thirty (30) days of receipt. Any disputes shall be made in writing to CONTRACTOR within fifteen (15) days of the date of the disputed item or amount is received by PROVIDER, otherwise CONTRACTOR'S invoice shall be deemed accurate and correct. CONTRACTOR shall respond to any such notice of dispute within fifteen (15) days of receipt. Any past due amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

INDEPENDENT CONTRACTOR:

CONTRACTOR is an independent contractor and is not an employee or agent of PROVIDER. CONTRACTOR has no authority to sign any document that imposes any liability on PROVIDER. To the extent necessary to fulfill its billing services under the AGREEMENT, CONTRACTOR is authorized only to sign on behalf of PROVIDER, in an administrative capacity, for the purpose of establishing billing accounts with patient insurers. CONTRACTOR shall retain full control over those who are in the employ of CONTRACTOR and may be direct agents of CONTRACTOR, including the employment, direction, compensation, discipline and discharge of all persons assisting in the performance of this AGREEMENT. CONTRACTOR shall be responsible for all matters relating to payment of its employees, including Social Security, withholding tax and all other laws and regulations that govern such matters.

INDEMNIFICATION:

CONTRACTOR shall indemnify PROVIDER for, and hold PROVIDER harmless from, claims made against PROVIDER by any person or entity as the result of CONTRACTOR'S negligent acts or omissions in CONTRACTOR'S performance under this AGREEMENT.

This indemnification agreement does not and will not be applicable to any claim of adjustment, recoupment, or request for reimbursement made by any insurance company or any serving agency for Medicare or Medicaid that may be made as the result of audits or claims made as provided by those

companies' rules and policies or government regulations or laws, except any adjustments or claims for reimbursement as are shown to be made as the direct result of CONTRACTOR error.

CONTRACTOR is not, in any way, to be held as, nor is it to be found it is acting as, an insurer of PROVIDER, in any nature, whether in form or substance, under this clause or this AGREEMENT.

INSURANCE:

CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

1. Workers' Compensation Insurance in compliance with applicable state and federal laws.
2. General Liability Insurance in an amount no less than \$1,000,000.00 per occurrence.
3. Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000.00 aggregate.
4. Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.00.

CONTRACTOR shall furnish the PROVIDER with certificates of insurance prior to commencement of contract.

CONFIDENTIALITY:

The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without prior written consent of the other party, except to the extent necessary to comply with the law, a valid court order, or a valid order or requirement of governmental agency. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between both parties. Should PROVIDER receive any request for any such information, PROVIDER shall immediately advise CONTRACTOR of such request, the date thereof and the person or entity requesting same.

CONTRACTOR has developed and owns equipment, computer hardware and software as well as billing data, profiles, statistics, fees and codes for its billing and claims processing. Such data and information as well as the processing systems and related functions are the property and trade secrets of CONTRACTOR and PROVIDER shall not release any such information relating to CONTRACTOR'S billing and claims processing data.

All files and records received by CONTRACTOR for claim processing as well as the billing records shall remain in the possession of CONTRACTOR during the term of this AGREEMENT and for an additional period of six (6) years after date of service and termination, unless otherwise agreed to in writing by and between the Parties.

PROTECTED HEALTH INFORMATION:

It is recognized by both parties that data submitted to CONTRACTOR by PROVIDER and its authorized users will include "Protected Health Information" as that term is defined in HIPAA regulations at 45 CFR § 164.501. CONTRACTOR agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached Business Associate Agreement.

CONTRACTOR represents that its software, databases, servers and communication protocols and procedures, when properly utilized by both parties in accordance with this AGREEMENT, meet the security standards established by HIPAA for the protection of Protected Health Information.

TERMINATION:

During the term of this AGREEMENT, CONTRACTOR and/or PROVIDER may terminate this AGREEMENT, without cause, after first giving Sixty (60) days' prior written notice.

This provision does not limit or restrict the right of either party to cancel this AGREEMENT for cause or to enforce this AGREEMENT as may be provided or founded upon the common laws or the statutory laws of contract established under the laws of the State of Texas. The defaulting party shall be given at least Sixty (60) days' written notice to cure any alleged default prior to cancellation for cause.

Upon termination of this AGREEMENT, with or without cause, by either party, CONTRACTOR shall be entitled to its fees for continued processing of any and all outstanding claims and billings as may then be in the hands of CONTRACTOR that are pending, but unpaid, at the time of the effective date of cancellation of this agreement. PROVIDER shall be obligated to pay the agreed fees for these services as set forth in this AGREEMENT.

VENUE:

All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Texas. CONTRACTOR'S principal place of business is in Harris County, Texas. Venue for any legal action by either Party against the other concerning this AGREEMENT shall be in Caldwell County, Texas.

DATA MANAGEMENT LICENSE - DATA ENTRY - RECORDS & REPORTS:

RescueNet ePCR System:

CONTRACTOR is a preferred software billing service partner with ZOLL Data Systems which holds all property rights and trademarks of the RescueNet ePCR System utilized by CONTRACTOR to provide its billing services.

CONTRACTOR shall be assigned **8 User Agreements of ZOLL Tablet ePCR** software to PROVIDER. Any additional User Agreements will be charged to PROVIDER, at a one-time charge of actual current market price from ZOLL Data Systems, per User Agreement during the term of this AGREEMENT.

CONTRACTOR will grant PROVIDER electronic access to all of PROVIDER'S records on file with CONTRACTOR, including, but not limited to, medical records, billing records, correspondence regarding accounts, and records of PROVIDER'S personnel including credentials. PROVIDER agrees not to copy,

distribute, sell, reproduce, alter, enhance, modify, reverse engineer or use for any other purpose any part of the RescueNet ePCR System other than the purpose authorized by this AGREEMENT.

CONTRACTOR has and maintains an Internet Server, hereinafter referred to as RescueNet ePCR System for use by PROVIDER with the ZOLL RescueNet ePCR System compatibility software for the purpose of allowing the electronic transmission of patient data derived from and as the result of PROVIDER'S having furnished emergency medical and other EMS or ambulance services directly to CONTRACTOR'S web site.

CONTRACTOR has furnished PROVIDER with the ZOLL RescueNet ePCR System compatibility software to access CONTRACTOR'S web site. This software requires a specific license fee to be paid for each device on which it is to be installed. The installation, reverse engineering or cloning of hard drives or other use of the software for use on computer systems for which a license fee has not been paid is a violation of law.

CONTRACTOR has approved PROVIDER owned or otherwise utilized computer systems for the initial installations of the ZOLL RescueNet ePCR System compatibility software for which license fees have been paid.

PROVIDER shall advise CONTRACTOR of the need for and CONTRACTOR shall approve or oversee the installation of the software onto any and all additional, new and replacement computer systems not initially installed at the time of the signing of this AGREEMENT and PROVIDER shall pay any applicable license fees.

Each computer system on which the ZOLL RescueNet ePCR System access software has been installed and license fee paid will be assigned a specific log-in code from which patient data can be transferred to CONTRACTOR'S web site. This access code shall identify the computer system from which PROVIDER is transmitting patient data as well as the identity of the person transmitting the data. Each new or additional computer system that PROVIDER utilizes and a license fee is paid will be assigned its own specific access code.

PROVIDER'S duly designated Administrator will be issued a specific access code to access CONTRACTOR'S data banks and other information maintained on CONTRACTOR'S web site. Neither the Administrator nor his/her authorized personnel shall attempt to reverse engineer or change the data contained in CONTRACTOR'S RescueNet ePCR System web site data banks.

ACCESS TO DATA IN RESCUENET ePCR:

Access to data in the RescueNet ePCR System regarding PROVIDER'S patients and services and related records shall be limited to the HIPPA QUALIFIED employees, representatives and agents of CONTRACTOR and authorized Administrative personnel of the PROVIDER. A complete and signed access form for each of the PROVIDER'S personnel authorized to access RescueNet ePCR System must be submitted to and approved by CONTRACTOR. CONTRACTOR shall use its best efforts to maintain the security of the RescueNet ePCR System, but shall not be responsible for negligence with respect to security passwords issued to PROVIDER'S personnel or other breaches gaining access to PROVIDER'S records beyond CONTRACTOR'S reasonable control.

OWNERSHIP OF DATA:

All data entered by PROVIDER shall be considered property of the CONTRACTOR and shall be kept confidential by CONTRACTOR. PROVIDER shall keep copies of all transactions, patient data and reports in its permanent records.

Upon termination of this Agreement, PROVIDER'S open access to the RescueNet ePCR System shall be terminated ten (10) days after the termination date. Limited Administrative access will be allowed for thirty (30) days after the effective termination date of this Agreement. PROVIDER shall not have any access the RescueNet ePCR System thirty (30) days after termination date, unless otherwise agreed to by both parties in writing. After all PROVIDER access is terminated, a fee of twenty-five dollars (\$ 25.00) will be charged by CONTRACTOR for each routine generated and compiled report requested to be furnished to PROVIDER.

TRANSFER AND ACCESS TO DATA:

Upon termination of this Agreement by either party for any reason, or at any time requested by PROVIDER in writing during the Term of this Agreement, CONTRACTOR shall transfer a copy of ePCR patient data only to PROVIDER within thirty (30) days in a mutually agreed format.

If PROVIDER and CONTRACTOR cannot agree upon a format within thirty (30) days, CONTRACTOR shall have the right to transfer or store PROVIDER'S data in a generally accepted format. After termination and transfer of data to PROVIDER, CONTRACTOR shall remove any and all PROVIDER access to data from its RescueNet ePCR servers unless such removal would violate a court order, law, regulation or other legal prohibition.

PROVIDER shall not have access to any patient billing data obtained by CONTRACTOR, this information shall remain the property of the CONTRACTOR as the processing systems and related functions are the property and trade secrets of CONTRACTOR.

RESCUENET EPCR TRAINING & SUPPORT:

CONTRACTOR will provide an initial training course to PROVIDER'S personnel prior to deployment of equipment software and initiation of billing services in conjunction with utilization of the "ZOLL" RescueNet ePCR System. The initial training course shall consist of two days (16 hours) at no charge to PROVIDER. Any additional training shall be charged at \$ 400.00 for ½ day (4 hours) and \$ 800.00 for full day (8 hours) plus any travel and lodging expenses incurred. CONTRACTOR will provide phone and online support Monday thru Friday, from 8AM to 5PM, excluding holidays. After hours support shall be available in emergency situations.

DATA ENTRY DEVICES:

Unless as provided by Addendum to this Agreement, CONTRACTOR will not make available computer systems, including but not limited to data entry devices (hand-held devices, tablet pc's, lap top or other computers or any other devices or equipment) for the collection and/or transmission of medical billing or rendered service information. PROVIDER must provide these devices, which must meet the specification requirements of the RescueNet ePCR System.

PROVIDER may be required to enter into additional agreements with makers of third party medical devices, such as monitors, scanners, EKG machines, printers and other devices with the respect to the transmission of information between the ancillary devices and the data entry system. PROVIDER understands and agrees that its failure to enter into or reach agreements with such third parties shall not be deemed a default of CONTRACTOR under this AGREEMENT or any other arrangements between PROVIDER and CONTRACTOR. PROVIDER further understands and agrees that the failure to enter into such agreements with these third parties may hinder PROVIDER'S use of certain software features that might otherwise be available to it.

PROVIDER may need to obtain new or different medical or other equipment capable of communicating with the computer system data entry devices. PROVIDER understands and agrees that such new or different medical or other equipment and associated software will be obtained at the PROVIDER'S sole cost and expense.

PROVIDER may request CONTRACTOR to support additional medical or other devices. PROVIDER understands and agrees that the cost of developing an interface may be significant and may involve the payment of royalties to the third party manufactures of the device. PROVIDER further understands and agrees that CONTRACTOR has no obligation to undertake the development of interfaces with additional medical or other devices, which are not compatible with the RescueNet ePRC System or provided system software.

STATISTICAL REPORTING:

Statistical and financial data reports will be available to PROVIDER'S Administrator on RescueNet ePCR System at all times the System is available. The format and content of the data will be established and defined by CONTRACTOR and such reports may be added to, modified or deleted without notice to PROVIDER.

PROVIDER may request specific, custom reports to be available to it at an additional charge to be negotiated between CONTRACTOR and PROVIDER.

PROVIDER acknowledges and agrees and understands each report represents a particular moment in time and it may not be accurate with respect to the financial picture as a whole. The underlying data may be subject to modification or correction from time to time, which may change the results of the report or its interpretation. The data represented in the report represents only a limited portion of all data available, which constantly remains fluid, regarding the PROVIDER'S cumulative data.

ASSIGNMENT OF AGREEMENT:

CONTRACTOR shall not sell, transfer, assign or otherwise disclose the terms of this AGREEMENT or any part or work provided, or of its right, title or interest therein, unless otherwise provided in the AGREEMENT, without prior written consent by the PROVIDER. **The RescueNet ePCR System compatibility software is not transferable.**

NOTICES:

Any notice given, or required to be given, under this AGREEMENT shall be in writing and shall be addressed to the parties hereto at the addresses set out below. Any such notices shall be deemed as

effective notice when actually shown to have been received by the other party. Certified Mail with Return Receipt will suffice for this purpose.

SEVERABILITY:

If any clause, section, paragraph, or portion of this Agreement shall be found to be illegal, contrary to Texas or federal law or regulation, unconstitutional, or void as determined by any court having jurisdiction over this AGREEMENT or any part hereof, the balance of the AGREEMENT shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph, or portion had not been in the Agreement initially.

ADDENDUMS:

The parties may modify the terms and conditions of this AGREEMENT by Addendum mutually agreed to and referencing this original AGREEMENT and signed by both Parties and dated.

EFFECTIVE DATE:

This AGREEMENT shall be effective the ___ day of _____, 2018 and is agreed to by and between the parties in their respective capacities as shown by their signatures below.

Agent for CONTRACTOR:

Signature: _____

Printed Name: Karen Laake

Title: Pre/CEO

Address: PO Box 691363

City: Houston

State, Zip: Texas 77269-1363

Phone #: 281-397-0397 or 800-999-2417

Agent for PROVIDER:City of Lockhart

Signature: _____

Printed Name: Lew White

Title: Mayor

Address: 308 W San Antonio

City: Lockhart

State, Zip: Texas 78644

Phone #: 512-38-3461



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 9-17-2018
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 a Business Associate Agreement with Specialized Billing and Collection Systems of Texas whereby it agrees to protect the privacy of certain individually identifiable health information or Protected Health Information (PHI) in the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and as required by the US Department of Health & Human Services (HHS) Privacy Standards, and appointing the Mayor to sign the agreement if approved.				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
This is a renewal of the existing agreement. The EMS data provided to the company for billing and collection services most often contains protected information. The agreement requires Specialized Billing and Collection Services Systems of Texas to comply with the 1996 HIPPA and HHS Privacy Standards.				
STAFF RECOMMENDATION				
City Manager recommends approval as presented				
List of Supporting Documents: Business Associate Agreement			Other Departments, Boards, Commissions or Agencies:	

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) dated, _____ (the “Effective Date”), is entered into by and between City of Lockhart, Texas, (“Covered Entity”) and **Specialized Billing and Collection Systems of Texas** (“Business Associate”), each a “Party” and collectively, the “Parties.”

Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law.

Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information” or “PHI”).

Pursuant to HIPAA, HHS issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”).

In order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI.

On February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards.

The HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to Business Associates.

The HITECH Act requires that certain of its provisions be included in business associate agreements and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Business Associates.

The Texas Legislature has adopted certain privacy and security requirements that are more restrictive than those required by HIPAA and HITECH, and such requirements are applicable to Business Associates as “Covered Entities” as defined by Texas law; and because Business Associate and Covered Entity desire to enter into this Business Associate Agreement, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All references to PHI herein shall be construed to include E PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181

and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

2. Use of PHI. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for covered Entity as such services are defined in Business Arrangements, (ii) for Data Aggregation Services (as hereinafter defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR§ 164.514, by Business Associate is permitted.

3. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

3.1 Business Associate shall not and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclose has previously signed a written agreement that:

(i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;

(ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and

(iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

3.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate’s obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

3.3 In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Access to and Amendment of Protected Health Information.** Business Associate shall;
- (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and
 - (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Any such amendments shall be made in such a way as to record the time and date of the change, if feasible, and in accordance with any subsequent requirements promulgated by the Texas Medical Board with respect to amendment of electronic medical records by HIEs. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies).
- Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.
5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.
6. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.
7. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.

Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. Data Breach Notification and Mitigation.

8.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach compromises the security or privacy of PHI/ePHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/ePHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this Section 8.1, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

8.2 Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

8.3 Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

- (i) Contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
- (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
- (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and
- (v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

(i) This Agreement shall be for a five (5) year period commencing on the effective date unless terminated as provided for herein.

9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

9.3 Upon termination of this Agreement for any reason, Business Associate agrees:

(i) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or

(ii) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict

between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Travis County, Texas.

10.7 Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity.

This Agreement does not express or implies any commitment to purchase or sell goods or services.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

(i) "*Business Associate*" shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) "*Covered Entity*" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) "*Data Aggregation Services*" shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.

(iii) "*Electronic Protected Health Information*" or "*EPHI*" shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.

(v) "*Privacy Rule*" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.

(vi) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(vii) "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the THSA– Model Business Associate Agreement Page 10 provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501.

(viii) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services ("HHS") interim final rule at 74 Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

(ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

COVERED ENTITY:

BUSINESS ASSOCIATE:

CITY OF LOCKHART

**SPECIALIZED BILLING & COLLECTIONS
OF TEXAS**

By: _____
Lew White

By: _____
Karen Laake

Title: Mayor

Title: President-CEO

Date: October 2, 2018

Date: _____

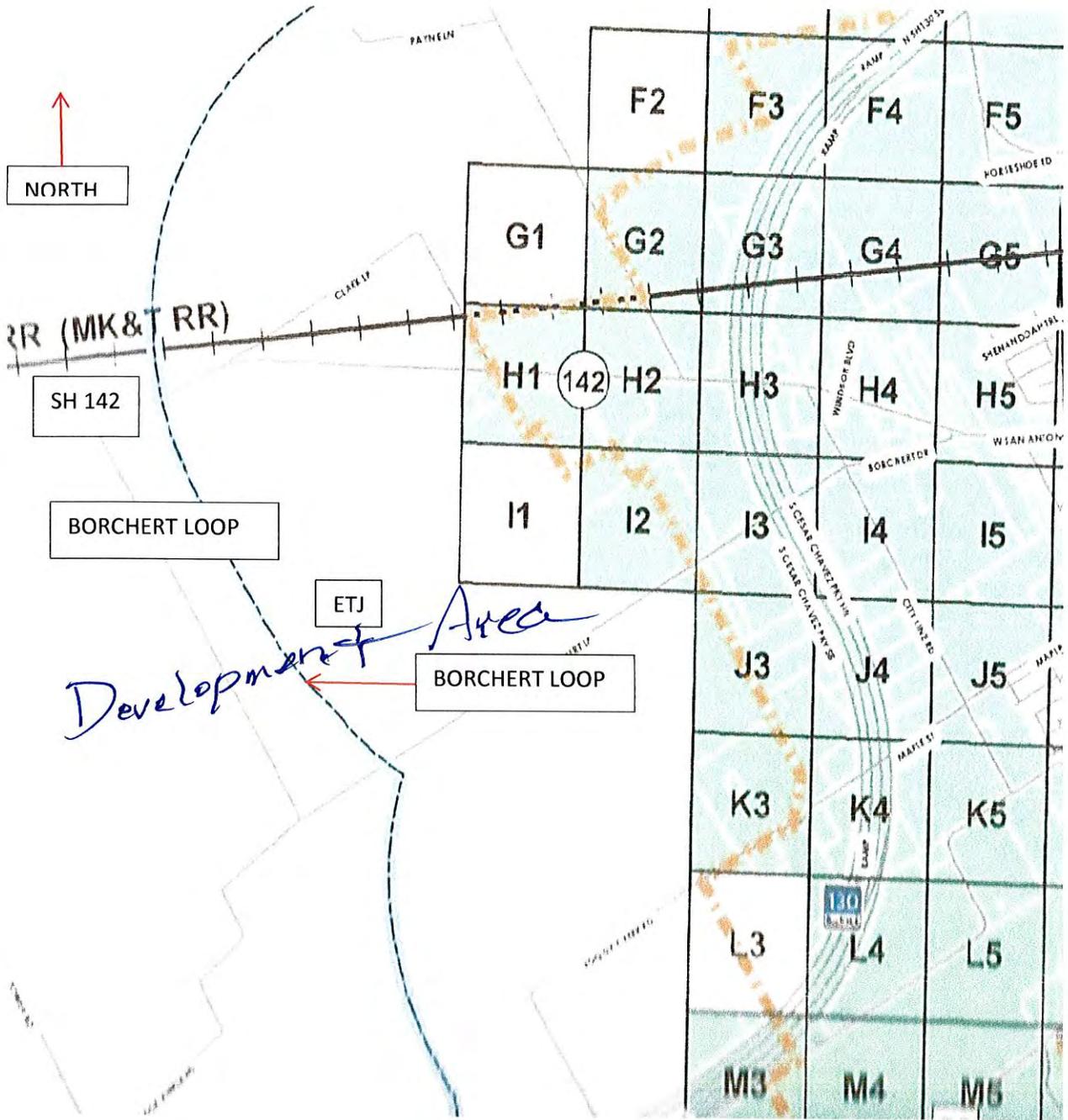


Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager <i>VR</i> <i>9-27-18</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 regarding a proposed Clear Fork Ranch Municipal Utility District (MUD) on Borchert Loop south of SH 142 which according to the Texas Water Code requires approval from the City of Lockhart because a portion of the MUD is in the City of Lockhart Extraterritorial District (ETJ)				
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. Jared Jacovich and possibly other representatives with the Clear Fork Ranch development will be present to discuss the proposed development and the need to have a MUD. A City Council resolution is required for formation of the MUD since a portion of it in Lockhart's ETJ. According to the Texas Water Development Code conditions can be placed in the resolution.				
STAFF RECOMMENDATION				
City Manager sees no problem with the MUD but recommends to Council that the new City Manager and City Attorney explore possible conditions that Council might want to consider for inclusion in a near future resolution.				
List of Supporting Documents: Location map in relation to the development and the ETJ, Texas Water Development Code section, Example resolution		Other Departments, Boards, Commissions or Agencies:		



Texas Water Code, Sec. 54.016

(e) A city may provide in its written consent to the inclusion of land in a district, ⁽¹⁾ that the district construct all facilities to serve the land in accordance with plans and specifications which have been approved by the city. The city ⁽²⁾ may also provide in its written consent that the city shall have the right to inspect all facilities being constructed by a district. ⁽³⁾ The city's consent to the inclusion of land in the district may also contain restrictions on the terms and provisions of the district's bonds and notes issued to provide service to the land and conditions on the sale of the district's bonds and notes if the restrictions and conditions do not generally render the bonds and notes of districts in the city's extraterritorial jurisdiction unmarketable. The city's consent to the inclusion of land in a district ⁽⁴⁾ may restrict the purposes for which a district may issue bonds to the purposes of the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the district and the payment of organization expenses, operation expenses during construction and interest during construction.

Note: LGC Sec. 42.042 restricts a smaller city's ability to put conditions in its resolution other than those in (e) above, for purposes of MUDs in the city's ETJ.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING TO THE CREATION OF CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT.

WHEREAS, the City of Lockhart, Texas (the "City") received a Petition for Consent to the inclusion of land within, and creation of, Clear Fork Ranch Municipal Utility District (the "District"), a portion of which land is located in the extraterritorial jurisdiction of the City, pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the creation of Clear Fork Ranch Municipal Utility District and inclusion of lands within said District;

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

Section 1. The City of Lockhart, Texas hereby consents to the creation of Clear Fork Ranch Municipal Utility District, and the inclusion of lands more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. This Resolution is intended as the sole and controlling resolution of the City with respect to the granting of the written consent of the City to the inclusion of land within the District and consent to creation of the District, and all City ordinances, resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval on this the ___ day of _____, 2018.

PASSED AND APPROVED this ___ day of _____, 2018.

CITY OF LOCKHART, TEXAS

Lew White, Mayor

ATTEST:

Connie Constancio
City Secretary



NOTE:
THIS SCALE IS AN APPROXIMATE SCALE
OF 1"=300' AND ARE PROVIDED FOR
REFERENCE ONLY. METRIC
DIMENSIONS ARE SHOWN IN
PARENTHESES.



NO.	DATE	BY	REVISIONS

**JAKOVICH & PERRY
LOT LAYOUT EXHIBIT ON
~500 AC. TRACT(S)**

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP | SURVEYING

CONTACT: (817) 416-2100
PHONE: (817) 416-2100
FAX: (817) 416-2100

MAIN OFFICE: 1000 W. WILSON ST., SUITE 100, FORT WORTH, TX 76102
BRANCH OFFICE: 2500 W. WILSON ST., SUITE 100, FORT WORTH, TX 76102

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: October 2, 2018			
Department: City Manager		Initials	Date
Department Head: Vance Rodgers	Asst. City Manager		
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Signature]</i>	9-27-2018

Agenda Item Coordinator/Contact (include phone #): Vance Rodgers

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

CAPTION

Discussion and/or action regarding recommendation by City Manager and Public Works Director to proceed with the process required to abate the asbestos and lead for both structures and based on the recommendation of the Ad Hoc Advisory Committee proceed with demolition of the parish hall at the donated 728 S. Main Street property if funds are available, and to continue working with Meals on Wheels of Central Texas regarding possible use of the sanctuary building

FINANCIAL SUMMARY

N/A GRANT FUNDS OPERATING EXPENSE REVENUE CIP BUDGETED 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

According to the draft August 15, 2018 minutes, the committee recommends demolition of the parish hall and to abate the asbestos and lead as required for both structures. The church group that donated property has also given the City \$40,000 to be used toward this project; about \$3,000 has been used for assessments. The Ad Hoc Committee also recommended that the sanctuary be offered to the Meals on Wheels of Central Texas (MOWCT) if they could use it; they expressed regret that the property could not also accommodate the cultural group. MOWCT was given a copy of the sanctuary footprint; after several weeks, they have provided staff with their accommodation preferences. Staff will continue to work with MOWCT and come back to Council with remodeling estimates and possibly a commitment from MOWCT regarding participatory funding.

STAFF RECOMMENDATION

City Manager and Public Works Director seek approval to proceed with the asbestos and lead abatement process for both buildings, to solicit estimates to demolish the parish hall, and estimates to remodel the sanctuary to accommodate the immediate needs of the MOWCT.

List of Supporting Documents:
Ad Hoc Committee Draft Minutes, Asbestos/Lead Abatement Quotes, Email from Mr. Hauser with MOWCT, sanctuary footprint

Other Departments, Boards, Commissions or Agencies:

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DRAFT

MINUTES

ST. PAUL UNITED CHURCH OF CHRIST DONATED PROPERTY AD-HOC COMMITTEE

WEDNESDAY, AUGUST 15, 2018

CITY HALL – GLOSSERMAN ROOM

308 WEST SAN ANTONIO STREET, LOCKHART, TX 78644

6:00 P.M.

1. CALL MEETING TO ORDER BY CHAIRPERSON JACKIE WESTMORELAND at 6:04 pm
2. RECOGNIZE MEMBERS PRESENT: JACKIE WESTMORELAND, FRANK JACKSON, ANDY GOVEA, TERRY BLACK, RAYMOND DELEON, AND JANE BROWN
STAFF: VANCE RODGERS
VISITOR: BRAD WESTMORELAND
3. DISCUSSION REGARDING DESIRED REHABILITATION OF STRUCTURES BY ENTITIES
VANCE RODGER DISCUSSED THE DESIRED REHAB OF THE STRUCTURES BY THE CENTRAL TEXAS MEALS ON WHEELS AND THE CULTURAL GROUP. HE EXPLAINED THAT THE DESIRED ACCOMODATIONS WOULD REQUIRE MAJOR EXPENSIVE WORK.
4. REPORT: COSTS QUOTES FOR REQUIRED WORK AT 728 S. MAIN SANCTUARY AND DINNING HALL
MR. RODGERS APOLOGIZED TO THE COMMITTEE ABOUT THE QUOTES TAKING SO LONG TO OBTAIN; CONTRACTORS VERY BUSY AND THEY WERE NOT INTERESED IN DOING SUCH REHABS. HE THEN DISCUSSED THE QUOTE THAT HAD BEEN RECEIVED ADDRESSING THE ACCOMODATIONS EACH ENTITY DESIRED. HE EXPLAINED THAT AN ENVIRONMENTAL ASSESSMENT HAD BEEN PERFORMED ON BOTH STRUTURES. BOTH STRUCTURES HAVE HIGH CONTENT ASBESTOS, LEAD PAINT, AND LEAD GLAZING MATERIALS. THE ACCOMODATION REHAB OF THE HALL WAS ESTIMATED AT \$236,744 (REVISED) AND THE SANCTUARY AT \$147,220 (REVISED) BOTH INCLUDING HAZARD ABATEMENTS. MR. RODGERS SAID HE WOULD ADJUST THE REMODEL COST DOCUMENT FOR CLARITY.
> THE CONSENSUS WAS THAT THE HALL WAS COSTING TOO MUCH AND SHOULD BE TORN DOWN. THERE WAS DISCUSSION REGARDING THE PEWS, PIANO, AN ORGAN
5. DISCUSSION AND/OR ACTION REGARDING POSSIBLE USES OF THE DONATED PROPERTY
ANDY GOVEA STATED THAT HE FELT THAT THE SANCTUARY COULD BE USED BY CENTRAL TEXAS MEALS ON WHEELS (CTMW) WHICH WOULD BE THE MOST BENEFICIAL USE FOR THE COMMUNITY. TERRY BLACK AGREED AND MADE A MOTION TO RECOMMEND: 1-ABATEMENT AS NECESSARY, 2-DEMOLISH THE HALL, 3-GET COST TO ACCOMMODATE CTMW IF THEY CAN USE THE BUILDING, AND 4-FIGURE OUT PAVING AND ADDITIONAL PARKING AFTER DEMOLITION OF THE HALL. ANDY GOVEA SECONDED THE MOTION. MINOR DISCUSSION FOLLOWED. VOTE WAS 6 TO 0 TO APPROVE THE MOTION.
>

CITY MANAGER WILL MEET WITH CTMW ASAP TO EXPLORE THEIR POSSIBLE USE OF THE BUILDING.

ALL EXPRESSED REGRET THAT THE CULTURAL GROUP COULD NOT BE ACCOMODATED AT THE SITE.

Mr. Brad Westmoreland approached the committee and provided a \$30,000 check from the former church member coffers to the City to be used toward the project. He commended the committee on their decision; the committee was reminded the group had already given \$10,000 to the City to help the asbestos study and other needs.

6. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION TO CITY ABOUT USE OF THE PROPERTY
TO BE PROVIDED LATER AFTER DISCUSSIONS FURTHER WITH CENTRAL TEXAS MEALS ON WHEELS.
7. SET DATE/TIME FOR NEXT MEETING
COMMITTEE WILL BE NOTIFIED BY CITY STAFF AFTER GETTING ACCOMODATION LIST FROM CTMW IF THEY CAN USE THE BUILDING AND QUOTES.
8. ADJOURN 6:45 PM
MOTION BY TERRY BLACK AND SECOND BY FRANK JACKSON TO ADJOURN. VOTED 6 TO 0 TO APPROVE MOTION

MOTION TO APPROVE MINUTUES: _____ 2ND BY: _____
VOTE: _____

Minutes passed and approved this the _____ day of _____, 2018

Chairperson

Jackie Westmoreland



Astex Environmental Services
 139 Braniff Drive
 San Antonio, Texas 78216
www.astexinc.com astex@astexinc.com

Bid Tabulation - Asbestos Abatement
Former Church Property
728 S. Main Street
Lockhart, Texas 78644

	Alamo1	KMAC Construction Services, Inc.
Removal and disposal of sheetrock and flooring in Sanctuary and Fellowship areas.	\$27,657.00	\$36,313.00
Astex' State Required Air Monitoring & Abestos Project Management (Based Upon Days On-Site**)	\$5,400.00	\$6,000.00
Astex' State Required ACM Work-Plan, Bid Tabulation, Filing of State Required Notification, & Close-Out Report	\$350.00	\$350.00
Number of Days Estimated to Complete	9	10
TOTAL	\$33,407.00	\$42,663.00

** Additional days will be billed at the rate of \$600 per day.

The Texas Department of State Health Services (TDSHS) requires that a notification is to be submitted and postmarked eleven working days before the project is to start. TDSHS will charge a fee for submitting a notification based on the quantity of asbestos that is to be removed and will be billed directly to the facility owner as provided on the notification form. Based upon the square footage of asbestos removal, the TDSHS fee for this particular project is estimated to be \$1,350.

About Astex Environmental Services

Astex is a Small Business Enterprise (SBE) Environmental Consulting firm located in San Antonio, Texas. The business has over 30 years of experience in the environmental field. We are fully licensed by the State of Texas to perform asbestos testing and abatement management, lead testing and abatement management and mold testing and mold abatement clearance sampling. We also perform Environmental Site Assessments (ESA's) and lesser site assessment reporting upon request by the client. Confidential references are always available.

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2900 Nacogdoches
San Antonio, Texas 78217
TEL (210) 404-1220
FAX (210) 820-3636

May 3, 2018

Sean Patrick Kelley
Interim Public Works Director
Water/Wastewater Superintendent
Office: 512-398-3615
Mobile: 512-376-8057
skelley@lockhart-tx.org

RE: Asbestos Abatement @ Former Church Lockhart TX

SCOPE: ALAMO 1 proposes to provide all labor, materials, insurance, waste hauling and disposal costs necessary to complete the removal of the following asbestos containing materials:

- Sheetrock and flooring in Sanctuary.
- Sheetrock and flooring in Fellowship.

Exclusions: Removal of any unidentified asbestos or anything not listed in scope, DSH Fee's, Third Party Air Monitoring, sales tax, and bonds.

TERMS: Price is valid for 60 days. Owner is to provide all water and electricity necessary to complete the project. Payment is due upon completion of project.

PRICE: \$27,657.00 (Twenty Seven Thousand Six Hundred Fifty Seven Dollars)

If any additional information is needed, please do not hesitate to call (210) 404-1220

Thank you,

Roland De La Garza
Alamo1

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. ***It is understood that work will not commence until this proposal has been fully executed and returned to bidder.***

Company

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Vance Rodgers

From: Adam Hauser <ahauser@mealsonwheelscentraltexas.org>
Sent: Thursday, September 27, 2018 3:59 PM
To: Sean Kelley
Cc: Vance Rodgers; Michael Wilson
Subject: RE: 728 S Main Street Property
Attachments: Scanned from a Xerox Multifunction Device.pdf

Hi Sean. Our list of proposed improvements is set forth below. We have also attached a rough conceptual schematic design (Appendix A) for these proposed modifications to the sanctuary building.

Construction Requirements

1. Drywall construction to create office space, storage, and a secured kitchen area [identified as the secure BR (for breakroom) kitchen on the attached diagram]
2. Three sink wells with hot and cold water at each, and all necessary electrical and plumbing hookups for refrigerators and a convection oven in the secured kitchen area
3. Phone lines, internet connections and electrical wiring for office space and throughout the building as needed
4. ADA compliant ingress and egress locations and modified doorway access as reflected on the attached diagram

Please keep in mind that depending on available funding and the level and priority of desired community services, some of these improvements could be phased; however, the secured kitchen area would be a priority to create and offer congregate and respite care programs. Other services, like a home delivered meal distribution site, case management services, tele-health counseling, etc. could be offered without a functioning kitchen.

Please feel free to contact either me or Michael if you have any questions or need anything further from us prior to the City Council meeting.

Thanks and best regards,

Adam

Adam I. Hauser
President & CEO



MEALS on WHEELS
CENTRAL TEXAS

3227 East 5th Street
Austin, Texas 78702
p. 512.628.8124 | m. 512.576.6825
www.mealsonwheelscentraltexas.org

LIST OF BOARD/COMMISSION VACANCIES

Updated: August 21, 2018

Board Name	Reappointments/Vacancies	Council member
Board of Adjustment	Nic Irwin moved to Lockhart Economic Development Corp.	Any Councilmember

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Rick Arnic	Lockhart Economic Development Corp. and Planning & Zoning Commission	07/03/2018	District 3
Suzy Falgout	Construction Board Historic Preservation Commission Parks & Recreation Any other Board where needed	08/20/2018	Currently resides outside city limits. Is renovating future residence on Commerce St.

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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	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	03/07/17
	Eco Dev. Revolving Loan	Ryan Lozano	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Dyral Thomas	03/07/17
	Electric Board	Thomas Herrera	03/07/17
	Historical Preservation	Victor Corpus	03/07/17
	Library Board	Shirley Williams	03/07/17
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Marcos Villalobos	03/07/17
District 2– John Castillo	Airport Board	Reed Coats	03/07/17
	Board of Adjustment	Juan Juarez	03/07/17
	Construction Board	Oscar Torres	05/15/18
	EcoDev. Revolving Loan	Rudy Ruiz	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Umesh Patel	08/09/18
	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 Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Nic Irwin Thomas Stephens Ronda Reagan Jean Clark Fox, Chair Warren Burnett Philip McBride, Chair	02/06/18 12/19/17 12/05/17 01/02/18 12/19/17 12/05/17 12/19/17 12/19/17 12/19/17 12/05/17 12/19/17
District 4 - Jeffry Michelson	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander Ian Stowe Kathy McCormick Donaly Brice Russell Wheeler Mary Beth Nickel	03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 03/06/18 12/05/17 12/05/17 12/05/17 12/05/17
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Andrew Reyes Laura Cline, Chair Paul Martinez Irene Yanez Alfredo Munoz Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	03/07/17 03/07/17 03/07/17 03/07/17 06/06/17 03/07/17 03/07/17 03/07/17 03/07/17

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyral Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/19/17 – 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. Leger Taylor Burge Christie Pruitt–Lockhart Chamber Laura Rivera-Hispanic Chamber Vanessa Fischer Kate Collins Katie Westmoreland Mills	01/02/2018 01/02/2018 01/02/2018 02/06/2018 02/08/2018 02/09/2018 02/09/2018 (ex-officio) 02/06/2018 (ex-officio) 02/06/2018 (ex-officio)

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

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

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

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

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

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

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

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

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

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

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

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

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		TOTAL PROJECT COST				[Gantt chart showing total project cost from Feb 2015 to Jan 2017]																																			
\$2,068,024.00	1	DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive				[Gantt chart for Contract 1: Surveying Proposal (17 days), Survey (30 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets				[Gantt chart for Contract 2: Surveying Proposal (17 days), Survey (30 days), Acquisition (150 days), Engineering Design (120 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project				[Gantt chart for Contract 3: Surveying Proposal (15 days), Survey (45 days), Engineering Design (180 days), Bid Ad/NTP (60 days), Construction (365 days)]																																			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project				[Gantt chart for Contract 4: Surveying Proposal (15 days), Survey (7 days), Acquisition (90 days), Engineering Design (60 days), Bid Ad/NTP (60 days), Construction (90 days)]																																			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT				[Gantt chart for Contract 5: Surveying Proposal (15 days), Survey (15 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days)]																																			

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$1,355,516.00	6	Construction	365 days	Thu 6/30/16	Thu 6/29/17																																				
		Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16																																				
		Survey	30 days	Tue 2/2/16	Wed 3/2/16																																				
		Acquisition	150 days	Thu 3/3/16	Sat 7/30/16																																				
		Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16																																				
		Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16																																				
		Construction	300 days	Fri 9/2/16	Wed 6/28/17																																				
\$470,400.00	7	SH130 PUMP STATION PROJECT																																							
		Survey	7 days	Mon 4/25/16	Sun 5/1/16																																				
		Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16																																				
		Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16																																				
\$859,186.00	8	SH130/TOWN BRANCH SEWER PROJECT																																							
		Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16																																				
		Survey	30 days	Sat 6/4/16	Sun 7/3/16																																				
		Acquisition	120 days	Mon 7/4/16	Mon 10/31/16																																				
		Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16																																				
		Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16																																				
\$1,891,126.00	9	WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main																																							
		Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16																																				
		Survey	30 days	Sat 12/3/16	Sun 1/1/17																																				
		Acquisition	120 days	Mon 1/2/17	Mon 5/1/17																																				
		Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17																																				
		Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17																																				
		Construction	180 days	Mon 6/5/17	Fri 12/1/17																																				