

PUBLIC NOTICE

AGENDA

**LOCKHART CITY COUNCIL
and
LOCKHART ECONOMIC DEVELOPMENT CORPORATION**

TUESDAY, SEPTEMBER 6, 2016

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

6:30 P.M. - WORK SESSION (No Action)

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

DISCUSSION ONLY

- A. Discuss minutes of the City Council meeting of August 16, 2016. *24-31*
- B. Discuss Ordinance 2016-20 amending portions of Chapter 48 – Solid Waste – to define and provide for the use of receptacles; update disposal site rates; clarify methods of collection; provide requirements for bulky/bundled waste collection and brush chipping; and to update residential, commercial and industrial collection fees. *32-50*
- C. Discuss Ordinance 2016-21 changing certain City Election polling places and changing the hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2016 in order to comply with the consolidation of precincts and polling places by Caldwell County. *51-63*
- D. Discuss Inter-local Agreement with Capital Area Emergency Communications District (CAECD) for goods and services associated with the delivery of 9-1-1 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement. *64-71*
- E. Discuss agreement between City of Lockhart Emergency Medical Services (EMS) and Specialized Billing & Collection Systems of Texas to ensure that Specialized Billing and Collection Systems of Texas will appropriately safeguard protected health information created, received, maintained, or transmitted on the behalf of Lockhart EMS in compliance with State and Federal laws, and appointing the Mayor to sign the document if approved. *72-77*
- F. Discuss City of Lockhart EMS Collections and Write-Off Policy for emergency medical service related billings, and appointing the Mayor to sign the policy if approved. *78-82*
- G. Discuss Ambulance Supplemental Payment Program Services Agreement with K&P Associates, Inc. dba Specialized Billing & Collection Systems of Texas whereby the company will be exclusively responsible for assisting in preparation of, review, and submittal of the required documents to be submitted to the Health and Human Services Commission (HHSC) Rate Analysis Department for participation in the Texas Ambulance Supplemental Payment Program (TASPP) and appointing the Mayor to sign the agreement if approved, and approving the City Manager's letter to HHSC if participation in the TASPP is approved. *83-93*
- H. Discuss Resplution 2016-15 approving the Investment Policy for the City of Lockhart, Texas. *94-107*

WORK SESSION continued...

- I. Discuss Agreement for Professional Services with Freese and Nichols, Inc., for consulting services to update the impact fee land use assumptions and road impact fee capital improvements plan, and authorize the City Manager to sign it on behalf of the City. [Form 1295=2016-09-06-17] 108-119
- J. Discuss Appeal by Cruz Reyna of the Planning and Zoning Commission's denial of a requested variance to Chapter 52 "Subdivision Regulations", Article III "Design Standards", Section 52-77 "Sidewalks", to waive the requirement to construct a four-foot wide public sidewalk along the existing street frontage of Reyna Acres, a subdivision consisting of two lots on 4.972 acres zoned RLD Residential Low Density District and located at 1545 Lover's Lane. 120-128
- K. Discuss Lockhart Little League (LLL) five (5) year contract renewal request for use of the City's Sports Complex fields on Carver Street. 129-139
- L. Discuss Parks Advisory Board priority grouping and possible parks improvements. 140-141
- M. Discuss the Texas Municipal League (TML) Region 10 meeting hosted in Lockhart on September 15, 2016. 142-143

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation - Ministerial Alliance.
Pledge of Allegiance to the United States and Texas flags.
- 3. **CITIZENS/VISITORS COMMENTS**
(The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not on the agenda. No discussion can be carried out on the citizen/visitor comment.)
- 4. **PUBLIC HEARING - LOCKHART CITY COUNCIL AND LOCKHART ECONOMIC DEVELOPMENT CORPORATION ACTION**
 - A. Hold public hearings on the City of Lockhart and Lockhart Economic Development Corporation Fiscal Year 2016-2017 budgets. 6-21
 - B. Presentation, discussion and/or action to consider approval of the Lockhart Economic Development Corporation's Multi-Year Financial Plan. 21

LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO ADJOURN

LOCKHART CITY COUNCIL TO CONTINUE MEETING

- C. Hold the first of two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 1.593239 percent. 22-23

Announce that the date of the second public hearing regarding the proposed tax increase will be held on September 20, 2016 at 7:30 p.m. and the vote on the budget and tax rate will be held on September 27, 2016 at 6:30 p.m. at the Clark Library Annex, Council Chambers, 217 South Main Street, 3rd Floor, Lockhart, Texas, 78644.

5. **CONSENT AGENDA**

- A. Approve minutes of the City Council meeting of August 16, 2016. 24-31
- B. Approve Ordinance 2016-20 amending portions of Chapter 48 – Solid Waste – to define and provide for the use of receptacles; update disposal site rates; clarify methods of collection; provide requirements for bulky/bundled waste collection and brush chipping; and to update residential, commercial and industrial collection fees. 32-50
- C. Approve Ordinance 2016-21 changing certain City Election polling places and changing the hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2016 in order to comply with the consolidation of precincts and polling places by Caldwell County. 51-63
- D. Approve Inter-local Agreement with Capital Area Emergency Communications District (CAECD) for goods and services associated with the delivery of 9-1-1 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement. 64-71
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- F. Approve City of Lockhart EMS Collections and Write-Off Policy for emergency medical service related billings, and appointing the Mayor to sign the policy if approved. 78-82
- G. Approve Ambulance Supplemental Payment Program Services Agreement with K&P Associates, Inc. dba Specialized Billing & Collection Systems of Texas whereby the company will be exclusively responsible for assisting in preparation of, review, and submittal of the required documents to be submitted to the Health and Human Services Commission (HHSC) Rate Analysis Department for participation in the Texas Ambulance Supplemental Payment Program (TASPP) and appointing the Mayor to sign the agreement if approved, and approving the City Manager's letter to HHSC if participation in the TASPP is approved. 83-93
- H. Approve Resolution 2016-15 approving the Investment Policy for the City of Lockhart, Texas. 94-107
- I. Approve Agreement for Professional Services with Freese and Nichols, Inc., for consulting services to update the impact fee land use assumptions and road impact fee capital improvements plan, and authorize the City Manager to sign it on behalf of the City. [Form 1295=2016-09-06-17] 108-119

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider an Appeal by Cruz Reyna of the Planning and Zoning Commission's denial of a requested variance to Chapter 52 "Subdivision Regulations", Article III "Design Standards", Section 52-77 "Sidewalks", to waive the requirement to construct a four-foot wide public sidewalk along the existing street frontage of Reyna Acres, a subdivision consisting of two lots on 4.972 acres zoned RLD Residential Low Density District and located at 1545 Lover's Lane. 120-128
- B. Discussion and/or action regarding Lockhart Little League (LLL) five (5) year contract renewal request for use of the City's Sports Complex fields on Carver Street. 129-139
- C. Discussion and/or action regarding Parks Advisory Board priority grouping and possible parks improvements. 140-141

DISCUSSION/ACTION ITEMS continued...

- D. Discussion and/or action regarding the Texas Municipal League (TML) Region 10 meeting hosted in Lockhart on September 15, 2016. 142-143
- E. Discussion and/or action regarding appointments to various boards, commissions or committees. 144-150
- F. Presentation, discussion and/or action regarding Fiscal Year 2016-2017 proposed budget and related information.
- G. Discussion and/or action regarding maintenance, operational and capital budgets and funding possibilities.
- H. Discussion and/or action regarding Budget and Tax Rate Adoption Calendar, if necessary. 151-152

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

- Update: US Hwy 183 expansion project, Hickory to Blackjack.
- Update: City Street Crew working surfacing of Old Kelley Road gravel section within the City Limits.
- Update: Major repairs to Water well # 11, a major supplier of water to Lockhart, have started.
- Update: The siren system (5) poles and electric supplies are in place; the delay in installation and activation is due to a programming issue that is being addressed between American Signal Corporation and Motorola. A new FCC license is required.
- Update: Arbor Experts, the contracted tree trimming company, started work last week trimming limbs away from electric primary lines; locations are the City website plus residents being notified along each street before work begins; City right to trim trees that could interfere with electric service.
- Update: About 60% of the curb and gutter has been placed on the Richland Driver project.
- Update: A preconstruction meeting for the drainage work to be performed in the Mesquite, Braden, Wichita, and Vega Street areas was held on Tuesday, August 30, at 6 pm in the Glosserman Room at City Hall; letters were mailed to each area street resident about the meeting.
- Update: Final designs for Ash, Comal and Pine Street about complete to address drainage issues.
- Update: Library, Electric, and Parks Crews preparing for Evening with Authors event will be on Saturday, October 1.
- Update: Applications responding to advertisements for the Economic Development Director and Police Chief positions are being received; experience with 4A and 4B Economic Development Law (Sales Tax) and experience under Texas Civil Service Law highly preferred as part of the qualifications respectively for the positions.
- Update: City Manager answering Requests for Information (RFI) coming from Governor's Office and other prospective businesses looking at Lockhart.
- Report: Seton Annual Tiny Tots Event held August 27 at Embassy Suites in San Marcos.
- Report: LISD Cross Country event held in City Park last weekend was big success; special thanks do Chris Sager and Parks Crew.
- Reminder: Diez y Seis de Septiembre to be held downtown this year on September 16 and 17, Friday and Saturday.
- Reminder: TML Region 10 meeting September 15 at Smitty's; details about event will be sent via email by Connie.
- Reminder: Hill County Cook-off will be Oct 14-15 in City Park.

8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST

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

9. ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 2nd day of September 2016 at 2:55 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---------------------|---|--|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date: September 6, 2016 | | | | |
| Department: Finance | | | Initials | Date |
| Department Head: Jeff Hinson | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | | <i>[Signature]</i> |
| Agenda Item Coordinator/Contact (include phone #): Jeff Hinson / 398-3461 x232 | | | | |
| 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 | | | | |
| Public Hearing for the City of Lockhart and Lockhart Economic Development Corporation FY 2016-2017 Budgets. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| The City Charter requires the City Council hold a public hearing for the Fiscal Year 2016-2017 City of Lockhart Budget. | | | | |
| STAFF RECOMMENDATION | | | | |
| N/A | | | | |
| List of Supporting Documents: Main Funds Budget Summary, LEDC Budget and 3 Year Plan, Miscellaneous Funds Budget | | | Other Departments, Boards, Commissions or Agencies: | |

SUMMARY FOR FY 2016-2017 MAJOR FUNDS' BUDGETS-WORKING COPY

| Funds | Fund Balance | Projected Revenues | Projected Expenses | Revenues over Expenses |
|--|---------------------|---------------------------|---------------------------|-------------------------------|
| General Fund | | \$8,614,496 | \$8,614,496 | \$0 |
| Electric | | \$12,071,767 | \$12,071,767 | \$0 |
| Water | | \$3,398,700 | \$3,395,097 | \$3,603 |
| Wastewater | | \$2,238,370 | \$2,091,200 | \$147,170 |
| Solid Waste | | \$1,478,650 | \$1,478,650 | \$0 |
| Airport | | \$73,284 | \$21,573 | \$51,711 |
| TOTALS | \$0 | \$27,875,267 | \$27,672,783 | \$202,484 |
| Projected Revenues: | | | | |
| Property tax revenues are based on current tax rate. | | | | |
| Electric Utility and Solid Waste fees increased, other utility fees and rates calculated at the current rates. | | | | |
| | | | | |
| | | | | |
| Projected Expenses: | | | | |
| All required maintenance and operations costs | | | | |
| All debt payments | | | | |
| 3% COLA for non-civil service employees | | | | |

✓

**100-GENERAL FUND
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

**PROPOSED
BUDGET**

REVENUE SUMMARY

| | |
|--------------------------|------------------|
| PROPERTY TAXES | 3,172,771 |
| OTHER TAXES | 1,792,517 |
| LICENSES & PERMITS | 175,000 |
| INTERGOVERNMENTAL | 166,224 |
| FINES & FEES | 297,006 |
| LEASES & RENTS | 2,011 |
| INTEREST | 11,000 |
| MISCELLANEOUS | 44,000 |
| OP TRANSFERS & OTHER REV | <u>2,953,967</u> |

TOTAL REVENUES 8,614,496

EXPENDITURE SUMMARY

GENERAL ADMINISTRATION

| | |
|----------------------|---------------|
| MAYOR/COUNCIL | 237,911 |
| TAX | 118,092 |
| CITY MANAGER | 354,692 |
| ECONOMIC DEVELOPMENT | - |
| FINANCE | 278,364 |
| INFORMATION SYSTEMS | 105,210 |
| CIVIL SERVICE | <u>49,616</u> |

TOTAL GENERAL ADMINISTRATION 1,143,885

HEALTH

COMMUNITY FACILITY 10,682

TOTAL HEALTH 10,682

**100-GENERAL FUND
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

| | <u>PROPOSED BUDGET</u> |
|--|----------------------------|
| PUBLIC SAFETY | |
| <u>COMMUNICATIONS</u> | 523,310 |
| ANIMAL CONTROL | 334,137 |
| MUNICIPAL COURT | 227,412 |
| POLICE | 2,346,109 |
| FIRE | <u>1,223,595</u> |
| TOTAL PUBLIC SAFETY | <u>4,654,563</u> |
| CULTURE & RECREATION | |
| <u>LIBRARY</u> | 490,412 |
| PARKS & RECREATION | <u>402,682</u> |
| TOTAL CULTURE & RECREATION | <u>893,094</u> |
| BUILDING & DEVELOPMENT | |
| <u>PLANNING & DEVELOPMENT</u> | 310,102 |
| BLDG INSP & ENFORCEMENT | <u>212,433</u> |
| TOTAL BUILDING & DEVELOPMENT | <u>522,535</u> |
| PUBLIC WORKS | |
| <u>PUBLIC WORKS</u> | 175,100 |
| GARAGE MAINTENANCE | 184,821 |
| CEMETERY | 101,580 |
| STREETS AND ROW | <u>757,315</u> |
| TOTAL PUBLIC WORKS | <u>1,218,816</u> |
| NON-DEPARTMENTAL | |
| <u>NON-DEPARTMENTAL</u> | <u>170,921</u> |
| TOTAL NON-DEPARTMENTAL | <u>170,921</u> |
| TOTAL EXPENDITURES | <u>8,614,496</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>-</u></u> |

**300-DEBT SERVICE
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

| | <u>PROPOSED BUDGET</u> |
|--|-------------------------------|
| <hr/> | |
| REVENUE SUMMARY | |
| <hr/> | |
| PROPERTY TAXES | 658,181 |
| INTEREST | - |
| OP TRANSFERS & OTHER REV | <u>386,272</u> |
| TOTAL REVENUES | <u>1,044,453</u> |
| | |
| EXPENDITURE SUMMARY | |
| <hr/> | |
| CONTRACTS & SERVICES | - |
| DEBT SERVICE | <u>1,088,508</u> |
| TOTAL EXPENDITURES | <u>1,088,508</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>(44,055)</u></u> |

**500-ELECTRIC UTILITY
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

**PROPOSED
BUDGET**

REVENUE SUMMARY

| | |
|--------------------------|--------------------------|
| SERVICES & FEES | 11,934,943 |
| MISCELLANEOUS | 4,485 |
| OP TRANSFERS & OTHER REV | 130,000 |
| INTEREST | <u>2,339</u> |
| TOTAL REVENUES | <u>12,071,767</u> |

EXPENDITURE SUMMARY

| | |
|--|--------------------------|
| BILLING | 695,194 |
| DISTRIBUTION | 1,270,530 |
| NON DEPARTMENTAL | <u>10,106,043</u> |
| TOTAL EXPENDITURES | <u>12,071,767</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>-</u></u> |

**520-WATER UTILITY
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

**PROPOSED
BUDGET**

REVENUE SUMMARY

| | |
|--------------------------|-------------------------|
| SERVICES & FEES | 3,147,329 |
| INTEREST | 5,285 |
| MISCELLANEOUS | 246,086 |
| OP TRANSFERS & OTHER REV | - |
| TOTAL REVENUES | <u>3,398,700</u> |

EXPENDITURE SUMMARY

| | |
|--|----------------------------|
| WATER DISTRIBUTION | 1,210,315 |
| WATER TREATMENT | 661,860 |
| NON DEPARTMENTAL | <u>1,522,922</u> |
| TOTAL EXPENDITURES | <u>3,395,097</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>3,603</u></u> |

**540-WASTEWATER UTILITY
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

| | <u>PROPOSED BUDGET</u> |
|--|------------------------------|
| <hr/> | |
| REVENUE SUMMARY | |
| <hr/> | |
| SERVICES & FEES | 2,235,530 |
| MISCELLANEOUS | - |
| INTEREST | 2,840 |
| TOTAL REVENUES | <u>2,238,370</u> |
| EXPENDITURE SUMMARY | |
| <hr/> | |
| WASTEWATER COLLECTION | 421,836 |
| WASTEWATER TREATMENT | 841,418 |
| NON DEPARTMENTAL | 827,946 |
| TOTAL EXPENDITURES | <u>2,091,200</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>147,170</u></u> |

**560-SOLID WASTE UTILITY
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

**PROPOSED
BUDGET**

REVENUE SUMMARY

| | |
|-----------------------|------------------|
| SERVICES & FEES | 1,464,247 |
| INTEREST | 1,242 |
| MISCELLANEOUS | 13,161 |
| TOTAL REVENUES | 1,478,650 |

EXPENDITURE SUMMARY

| | |
|--|------------------|
| HAND COLLECTIONS | 808,596 |
| BIN COLLECTIONS | 442,482 |
| RECYCLING | 32,829 |
| LANDFILL | 750 |
| NON DEPARTMENTAL | 193,993 |
| TOTAL EXPENDITURES | 1,478,650 |
| REVENUE OVER/(UNDER) EXPENDITURES | - |

**570-EMERGENCY MEDICAL SERVICE
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

| | <u>PROPOSED BUDGET</u> |
|--|----------------------------|
| <hr/> | |
| REVENUE SUMMARY | |
| <hr/> | |
| INTERGOVERNMENTAL | - |
| FINES & FEES | 1,179,290 |
| INTEREST | - |
| OP TRANSFERS & OTHER REV | - |
| | <hr/> |
| TOTAL REVENUES | <u>1,179,290</u> |
| EXPENDITURE SUMMARY | |
| <hr/> | |
| EMS OPERATIONS | 1,179,290 |
| NON DEPARTMENTAL | - |
| | <hr/> |
| TOTAL EXPENDITURES | <u>1,179,290</u> |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>-</u></u> |

**580-AIRPORT
PROPOSED BUDGET
FISCAL YEAR 2016-2017**

| | <u>PROPOSED BUDGET</u> |
|--|-----------------------------|
| <hr/> | |
| REVENUE SUMMARY | |
| <hr/> | |
| FINES & FEES | 73,234 |
| INTEREST | 50 |
| OP TRANSFERS & OTHER REV | - |
| | <hr/> |
| TOTAL REVENUES | <u>73,284</u> |
| | |
| EXPENDITURE SUMMARY | |
| <hr/> | |
| AIRPORT OPERATIONS | 21,573 |
| NON DEPARTMENTAL | - |
| | <hr/> |
| TOTAL EXPENDITURES | <u>21,573</u> |
| | |
| REVENUE OVER/(UNDER) EXPENDITURES | <u><u>51,711</u></u> |

**SPECIAL REVENUE FUNDS
FY 2016-2017
PROPOSED BUDGETS**

| | Fund # | Beginning Fund Balance | Revenue | Expenditures | Ending Fund Balance |
|------------------------------------|---------------|-------------------------------|-------------------|-----------------------|----------------------------|
| Radio Comm Tower Replacement | 205 | 81,640 | \$ 300 | \$ (81,940) | \$ - |
| Sidewalk Fund | 213 | 31,590 | 100 | (31,690) | - |
| Miscellaneous Special Revenue | 215 | 129,965 | 50,000 | (179,965) | - |
| Forfeited Property | 218 | 1,202 | 3,500 | (4,702) | - |
| Hotel Motel Occupancy | 220 | 1,000 | 97,000 | (98,000) | - |
| TCEQ NPS Grant | 221 | 5,822 | 10 | (5,832) | - |
| Road Impact Fee | 222 | 463,329 | 165,000 | (628,329) | - |
| Revolving Loan | 225 | 257,698 | 2,000 | (259,698) | - |
| Court Technology | 230 | 13,933 | 5,000 | (18,933) | - |
| Radio System Maintenance | 231 | 76,128 | 215,000 | (291,128) | - |
| Court Security | 240 | 11,387 | 4,000 | (15,387) | - |
| Child Safety | 245 | 15,736 | 2,500 | (18,236) | - |
| Court Efficiency | 250 | 8,647 | 1,000 | (9,647) | - |
| Juvenile Case Manager | 251 | 2,426 | 2,500 | (4,926) | - |
| Truancy Court | 252 | 150 | 150 | (300) | - |
| Lockhart Industrial Park | 261 | 315,081 | 1,500 | (316,581) | - |
| Cable Education Fund | 262 | 71,079 | 25,000 | (96,079) | - |
| Transportation | 270 | 104,785 | 260,000 | (364,785) | - |
| Drainage | 275 | 10,000 | 150,000 | (160,000) | - |
| LEOSE Fund | 280 | 12,807 | 4,000 | (16,807) | - |
| TOTAL SPECIAL REVENUE FUNDS | | \$ 1,614,405 | \$ 988,560 | \$ (2,602,965) | \$ - |

**CAPITAL FUNDS
FY 2016-2017
PROPOSED BUDGETS**

| | Fund # | Beginning Fund Balance | Revenue | Expenditures | Ending Fund Balance |
|--------------------------------|---------------|-------------------------------|------------------|-----------------------|----------------------------|
| Meadows @ Clearfork Sec B Detn | 408 | 3,980 | 17,550 | (21,530) | - |
| Meadows @ Clearfork Sidewalk | 409 | 3,011 | 13,200 | (16,211) | - |
| 09 Cert of Oblig | 414 | 352,517 | 2,000 | (354,517) | - |
| Series 2015 Capital Proj | 416 | 7,068,033 | 25,000 | (7,093,033) | - |
| TOTAL CAPITAL FUNDS | | \$ 7,427,541 | \$ 57,750 | \$ (7,485,291) | \$ - |

**MISC UTILITY FUNDS
FY 2016-2017
PROPOSED BUDGETS**

| | Fund # | Beginning Fund Balance | Revenue | Expenditures | Ending Fund Balance |
|------------------------------------|---------------|-------------------------------|---------------------|------------------------|----------------------------|
| Electric Distribution Upgrades/Ext | 503 | \$ 1,227,170 | \$ 210,000 | \$ (1,437,170) | \$ - |
| Electric Mitigation Fund | 505 | 328,062 | 227,000 | (555,062) | - |
| Electric - 183 Relocation | 509 | 198,192 | - | (198,192) | - |
| 2008 Water Development | 522 | 596,807 | 2,000 | (598,807) | - |
| Water Impact Fee | 525 | 381,303 | 150,000 | (531,303) | - |
| Series 2015 Water Proj | 526 | 8,359,568 | 10,000 | (8,369,568) | - |
| Water Grant | 527 | 4,950 | 260,000 | (264,950) | - |
| Water - 183 Relocation | 529 | - | 32,000 | (32,000) | - |
| 2008 Wastewater Develop | 542 | 131,740 | 100 | (131,840) | - |
| Wastewater Impact Fee | 545 | 463,052 | 120,000 | (583,052) | - |
| Series 2015 W Wtr Proj | 546 | 680,409 | 2,500 | (682,909) | - |
| Wastewater - 183 Relocation | 549 | 250 | - | (250) | - |
| Solid Waste Grants | 569 | - | 20,000 | (20,000) | - |
| TOTAL MISC UTILITY FUNDS | | \$ 12,371,503 | \$ 1,033,600 | \$ (13,405,103) | \$ - |

**TRUST AND AGENCY FUNDS
FY 2016-2017
PROPOSED BUDGETS**

| | Fund # | Beginning Fund Balance | Revenue | Expenditures | Ending Fund Balance |
|-------------------------------------|---------------|-------------------------------|-----------------|---------------------|----------------------------|
| Glosserman Trust | 700 | \$ 509 | \$ 2 | \$ (511) | - |
| Bicycle Helmet | 720 | 1,054 | 4,000 | (5,054) | - |
| Brock Cabin | 725 | 1,000 | 5 | (1,005) | - |
| Confiscated Property | 285 | 1 | 537 | (538) | - |
| Police Evidence Property | 730 | 22 | 22 | (44) | - |
| TOTAL TRUST AND AGENCY FUNDS | | \$ 2,586 | \$ 4,566 | \$ (7,152) | - |

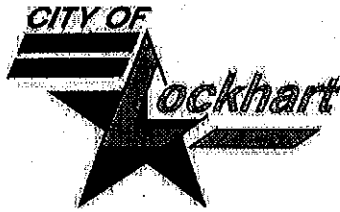
**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
MULTI-YEAR FINANCIAL PLAN**

| | <u>FY 2016-2018 BUDGET</u> | <u>YTD ACTUAL 08/30/2018</u> | <u>FY 2016-2017 BUDGET</u> | <u>FY 2017-2018 BUDGET</u> | <u>FY 2018-2019 BUDGET</u> |
|-------------------------------|--------------------------------|----------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Revenues | | | | | |
| Fund Balance Forward | \$ 1,054,942 | \$ 1,838,171 | \$ 1,981,524 | \$ 2,080 | \$ 3,857 |
| Sales Tax | 708,317 | 550,632 | 728,567 (1) | 751,454 | 773,998 |
| Other Income | 149,580 | 70,871 | 73,140 (2) | 73,140 | 73,140 |
| Miscellaneous | | 17,500 | | | |
| Interest | 2,500 | 3,385 | 4,000 | 4,000 | 4,000 |
| Total Revenues | \$ 1,915,339 | \$ 2,480,569 | \$ 2,786,231 | \$ 830,874 | \$ 864,995 |
| Expenditures | | | | | |
| Salaries & Benefits | \$ - | \$ - | \$ 134,629 | \$ 141,360 | \$ 148,428 |
| Audit, Financial & Accounting | 3,660 | 3,660 | 2,500 (3) | 2,750 | 3,025 |
| Liability Insurance | 6,000 | 5,123 | 6,000 (4) | 6,300 | 6,615 |
| Marketing & Public Relations | 34,200 | 6,100 | 34,200 (5) | 34,200 | 34,200 |
| Legal Services | 4,000 | 1,509 | 4,000 (6) | 4,000 | 4,000 |
| Contract Services | 10,750 | 4,000 | 10,750 (7) | 10,750 | 10,750 |
| Computer Hardware/Software | 3,600 | 2,699 | 3,600 (8) | 3,600 | 3,600 |
| Building Maint & Utilities | 2,500 | 4,216 | 4,500 (13) | 2,500 | 2,500 |
| Dues & Subscriptions | 13,510 | 2,763 | 15,510 (9) | 15,510 | 15,510 |
| Travel & Training | 3,000 | 600 | 3,000 (10) | 3,000 | 3,000 |
| Administration | 83,553 | 60,715 | 38,421 (11) | 38,805 | 39,193 |
| Transfer to Debt Service | 337,357 | 75,577 | 48,093 (12) | 48,093 | 48,093 |
| Note Pmts | 90,948 | 88,293 | 90,948 (14) | 90,948 | 90,948 |
| Park Project | - | - | - (15) | - | - |
| Economic Development | 1,320,000 | - | 2,390,000 (16) | 425,000 | 440,000 |
| Total Expenditures | \$ 1,913,078 | \$ 237,265 | \$ 2,786,161 | \$ 826,817 | \$ 849,883 |
| Encumbrances | - | 281,780 | - | - | - |
| Ending Fund Balance | \$ 2,281 | \$ 1,981,524 | \$ 2,080 | \$ 3,857 | \$ 6,132 |

Major Assumptions for 3 Year Plan:

1. Sales Tax is based on the sales tax budgeted for the City.
2. Lease Income
3. Estimated audit fee.
4. Estimated liability insurance for building.
5. Trade shows and marketing (\$30,200) and recruitment/retention (\$4,000).
6. Estimated legal fees.
7. Landscaping and contract services.
8. ED Suite licensing, software and website improvement.
9. Lockhart Chamber (\$325), Hispanic Chamber (\$500), Austin Chamber (\$425), San Marcos Greater Partnership (\$10,000), Opportunity Austin (\$2000) and contingency (\$2280).
10. Estimated travel and training costs.
11. City administrative charges consisting of 15% CM+ 5% FD salary & benefits, Rent (\$3600), Utilities (\$2400), Phones (\$1602) and Office Supplies (\$ 1371).
12. Transfer to Debt Service Fund is for payment of the 2015 C.O. bonds.
13. Estimated maintenance and utilities on building.
14. Loan payments for buildings.
15. Park improvements.
16. Economic Development Projects:

| | <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> | <u>FY 2019</u> |
|-----------------|-------------------|---------------------|-------------------|-------------------|
| Debt | 261,780 | | | |
| Future Projects | - | 2,390,000 | 425,000 | 440,000 |
| Total | \$ 261,780 | \$ 2,390,000 | \$ 425,000 | \$ 440,000 |



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---|---|--|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date: September 6, 2016 | | | | |
| Department: Finance | | Initials | Date | |
| Department Head: Jeff Hinson | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | <i>[Signature]</i> | 9-2-2016 |
| Agenda Item Coordinator/Contact (include phone #): Jeff Hinson / 398-3461 x232 | | | | |
| 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 | | | | |
| City Council will hold the first of two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 1.593239 percent. The date of the second public hearing will be September 20, 2016 at 7:30 p.m. and the vote on the tax rate will be September 27, 2016 at 6:30 p.m. at the Clark Library Annex – Council Chambers, 217 South Main St., 3 rd Floor, Lockhart, TX 78644. | | | | |
| FINANCIAL SUMMARY | | | | |
| x N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| This is the first of two public hearing concerning the increase of tax revenues. These public hearings are required by state law if your proposed tax rate exceeds the effective tax rate. | | | | |
| STAFF RECOMMENDATION | | | | |
| N/A | | | | |
| List of Supporting Documents: Publication Notices | | Other Departments, Boards, Commissions or Agencies: | | |

Notice of Public Hearing on Tax Increase

The City of Lockhart will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.593239 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on September 6, 2016 at 7:30 PM at Clark Library Annex-Council Chambers, 217 South Main St. 3rd Floor, Lockhart, TX.

The second public hearing will be held on September 20, 2016 at 7:30 PM at Clark Library Annex-Council Chambers, 217 South Main St. 3rd Floor, Lockhart, TX.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Lew White-Mayor, Angie Gonzales Sanchez-Mayor Pro-Term, John Castillo-Councilmember, Jeffry Michelson-Councilmember, Brad Westmoreland-Councilmember, Juan Mendoza-Councilmember

AGAINST:
PRESENT and not voting:

ABSENT: Benny Hilburn-Councilmember

The average taxable value of a residence homestead in City of Lockhart last year was \$111,581. Based on last year's tax rate of \$0.733300 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$818.22.

The average taxable value of a residence homestead in City of Lockhart this year is \$116,851. If the governing body adopts the effective tax rate for this year of \$0.721800 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$843.43.

If the governing body adopts the proposed tax rate of \$0.733300 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$856.87.

Members of the public are encouraged to attend the hearings and express their views.

* "Appraised value" is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.
 ** "New property" is defined by Section 26.012(17), Tax Code.
 *** "Taxable value" is defined by Section 1.04(10), Tax Code.

23

**LOCKHART CITY COUNCIL
REGULAR MEETING**

AUGUST 16, 2016

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Benny Hilburn
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Pro-Tem Angie Gonzales-Sanchez (arrived at 6:43 p.m.)

Staff present:

Vance Rodgers, City Manager
Peter Gruning, City Attorney

Connie Constancio, City Secretary
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Anita DeLeon of Connections Individual and Family Counseling Agency; Umesh Patel and Thom Earnest, Citizens.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF JULY 28, 2016 AND AUGUST 4, 2016.

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

B. DISCUSS MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF LOCKHART AND CONNECTIONS WHICH IS A NON-PROFIT INDIVIDUAL AND FAMILY COUNSELING AGENCY FUNDED BY THE UNITED WAY AND TEXAS NETWORK OF YOUTH SERVICES AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENTS IF APPROVED.

Mr. Rodgers stated that the Connections agency has been providing counseling services to youth at the Library for the past few years. He introduced Ms. Anita DeLeon, Prevention Specialist, who will explain the Connections' role in the Lockhart Community.

Anita DeLeon of the Connections Individual Family Services Agency provided information about how their agency provides counseling services to the youth in the Library and the surrounding area. She stated that the Agreement is a requirement to assist with obtaining State funding. Those funds are utilized to take the youth to various activities in the community.

C. DISCUSS ORDINANCE 2016-19 AMENDING CHAPTER 58, ARTICLE II, DIVISION 2, SECTION 58-71 THROUGH 58-74 AMENDING LOCAL ELECTRIC RATES EFFECTIVE THE FIRST BILLING CYCLE IN OCTOBER 2016 TO PROVIDE APPROPRIATE FUNDING FOR INCREASED MATERIAL, EQUIPMENT, PERSONNEL, AND PROFESSIONAL SERVICE COSTS.

Mr. Rodgers stated that the Ordinance amendment reflects new local electric rates as discussed during the budget process to provide the revenues required to balance the budget which includes increased costs for materials, equipment, personnel, and professional services. In the last nine years, the local electric rate has increased less than 2% on the average total utility bill while the accumulative inflation has been over 16%. New rates will be effective the first billing in October 2016. Mr. Rodgers recommended approval. There was brief discussion.

D. DISCUSS RESOLUTION 2016-14 TO REFLECT THE RECOVERY OF 3.5% VENDOR INCREASES APPROVED RECENTLY FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICE TO BE EFFECTIVE WITH THE FIRST BILLING CYCLE IN OCTOBER 2016.

Mr. Rodgers stated that the Resolution increases solid waste service rates by 3.5% in accordance with the current contract for these services as presented to the Council during the budget process. This rate increase in most cases represents less than 1/2% of the total average utility bill. The rate increase would be effective the first billing cycle in October 2016. Mr. Rodgers recommended approval. There was discussion.

E. DISCUSS ORDINANCE 2016-20 AMENDING PORTIONS OF CHAPTER 48, SOLID WASTE, ARTICLE I.- IN GENERAL, SUBSECTIONS 48-1.- DEFINITIONS, 48-3.- AUTHORIZED USE OF RECEPTACLES, 48-5.-CITY DISPOSAL SITE RATES, AND ARTICLE II.-MUNICIPAL COLLECTIONS SUBSECTIONS: 48-38.-METHOD OF COLLECTION, 48-39.-RECEPTACLES GENERALLY, 48-40.-BULKY/BUNDLE WASTE AND COLLECTION AND BRUSH CHIPPING REQUIREMENTS, AND 48-42.-COLLECTION FEES TO ADDING DEFINITIONS, CLARIFYING EXISTING LANGUAGE, STATING THE TYPES OF CONTAINERS ACCEPTED FOR TRASH PICKUP SERVICES, RESTRICTING THE AMOUNT OF BRUSH TO BE CHIPPED BY CITY PER VISIT AT A LOCATION, AND DISALLOWING THE PLACEMENT OF BRUSH IN STREETS FOR BRUSH CHIPPING SERVICES.

Mayor White announced that this item will be pulled and placed on the next Council meeting agenda.

Mayor Pro-Tem Sanchez arrived at 6:43 p.m.

F. DISCUSS AN APPEAL BY H.H. DOSHI, P.E., R.P.L.S., ON BEHALF OF UMESH PATEL, OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF A REQUESTED VARIANCE TO CHAPTER 52 "SUBDIVISION REGULATIONS", ARTICLE III "DESIGN STANDARDS", SECTION 52-72 "STREETS", SUBSECTION (K), TO REDUCE THE MINIMUM REQUIRED RIGHT-OF-WAY DIAMETER AND PAVED TURN-AROUND DIAMETER FOR A PUBLIC STREET CUL-DE-SAC IN A COMMERCIAL AREA.

Mr. Gibson stated that a replat was submitted for Lot 13, Block 1, in the Lockhart Industrial Park II, to divide the lot into four smaller lots served by a new public cul-de-sac street. One of the lots will be for a hotel, and the owner also has potential occupants for the other lots. The proposed plat showed a cul-de-sac right-of-way diameter of 120 feet, and the engineering plans, showed a paved turn-around diameter of 100 feet, whereas the minimum standards in Section 52-72 require a 200-foot right-of-way diameter within 180-foot paved street diameter for cul-de-sacs in commercial and industrial areas. When staff reviewed the plat after it was submitted, it was discovered that although the dimensions exceeded the minimums for residential cul-de-sacs, it did not meet the standards for commercial areas. The surveyor/engineer then added a request for a variance to allow the substandard dimensions. The Planning and Zoning Commission approved the replat, but with the stipulation that the cul-de-sac right-of-way and paved turn-around diameters be enlarged to comply with the current City standards. Since then, the applicant has provided documentation that the proposed diameters will accommodate tractor-trailer trucks, and we also know that it exceeds the minimum for fire trucks. The proposed paved turn-around diameter is exactly the same as the cul-de-sac at the end of Lockhart Industrial Park I. Mr. Gibson stated that the Planning and Zoning Commission voted to approve the replat subject to compliance with City standards. Staff recommends that the Council reverse the decision of the Planning and Zoning Commission and approve the request by Mr. Umesh Patel.

There was discussion about the existing commercial cul-de-sac at Lockhart Industrial Park I.

Councilmember Westmoreland asked what the timeframe for development is, and Mr. Gibson deferred to the owner, Umesh Patel.

Mayor White requested Umesh Patel to address the Council.

Umesh Patel provided information about the timeline of the construction of the proposed development. He stated that he planned to have the hotel complete by the end of the year and other projects to begin thereafter.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Invocation - Ministerial Alliance.

Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

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

ITEM 4-A. HOLD A PUBLIC HEARING TO CONSIDER AMENDING CHAPTER 64 "ZONING" OF THE CODE OF ORDINANCES, ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-203 "NONRESIDENTIAL APPEARANCE STANDARDS", SUBSECTION (5) "SCREENING", TO CHANGE THE SCREENING REQUIREMENT FOR LOADING DOCKS ON PROPERTIES ABUTTING STREETS OTHER THAN MAJOR THOROUGHFARES.

Mayor White opened the public hearing at 7:30 p.m. and requested the staff report.

Councilmember Mendoza stated that he would abstain from discussion and voting on this item due to a conflict of interest.

Mr. Gibson stated that the zoning text amendment is the result of a request by architect Thom Earnest to the Council during the Citizen Comments period at Council's July 19 meeting. The Council asked the City Manager to bring back an ordinance for consideration addressing Mr. Earnest's concerns. Mr. Earnest had suggested the wording for an amendment, but staff has altered it to say the same thing in a more concise manner. Prior to that, on behalf of a client, Mr. Earnest had requested a variance to the screening standards for loading docks in the nonresidential appearance standards of the Zoning Ordinance. The Zoning Board of Adjustment did not approve that variance, although they did approve a variance to reduce the number of required off-street parking spaces. Instead of appealing the decision in court, as provided by the Zoning Ordinance, Mr. Earnest chose to skip that step and approach the City Council directly to have the standards changed to meet his client's wishes. A summary of standards for screening of loading docks in 12 other cities in Lockhart's population range in Central Texas was also discussed. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend denial of the proposed zoning text amendments.

There was discussion.

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

Thom Earnest, Architect, stated that the reason that he requested the zoning text amendment is for a citywide zoning ordinance change for future development. He spoke in favor of the zoning text amendment as reworded by staff and requested approval.

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

Mayor White requested citizens against the zoning text amendment to address the Council. There were none. He closed the public hearing at 8:13 p.m.

ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2016-18 AMENDING CHAPTER 64 "ZONING" OF THE CODE OF ORDINANCES, ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-203 "NONRESIDENTIAL APPEARANCE STANDARDS" TO ADD AN EXEMPTION FROM SCREENING OF LOADING DOCKS IN SUBSECTION (5); PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

There was discussion about changing the set back requirement from 75 feet to 130 feet from the right-of-way line.

Councilmember Hilburn made a motion to approve Ordinance 2016-18 amending Chapter 64 "Zoning" of the Code of Ordinances, Article VII "Zoning District and Standards", Section 64-203 "Nonresidential Appearance Standards" to add an exemption from screen of loading docks in Subsection (5) with the amendment to change the added language as follows: "Screening is not required for loading docks on the property that abuts only a street other than an arterial street if the loading docks on the property is set back at least 130 feet from the right-of-way line." Councilmember Castillo seconded. The motion passed by a vote of 5-1-1, with Mayor White opposing and Councilmember Mendoza abstaining.

ITEM 5. CONSENT AGENDA.

Mayor White announced that consent agenda item 5E is pulled from the agenda.

Mayor Pro-Tem Sanchez stated that she would abstain from voting on all consent agenda items because she arrived after the items were discussed during the work session.

Councilmember Hilburn stated that he would abstain from voting on consent agenda item 5A because he was not present at the August 4, 2016 council meeting.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, 5C, and 5D. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez abstaining and Councilmember Hilburn abstaining from consent agenda item 5A.

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meetings of July 28, 2016 and August 4, 2016.
- 5B: Approve Memorandum of Understanding Agreement between the City of Lockhart and Connections which is a non-profit individual and family counseling agency funded by the United Way and Texas Network of Youth Services and appointing the City Manager to sign the agreements if approved.
- 5C: Approve Ordinance 2016-19 amending Chapter 58, Article II, Division 2, Section 58-71 through 58-74 amending local electric rates effective the first billing cycle in October 2016 to provide appropriate funding for increased material, equipment, personnel, and professional service costs.
- 5D: Approve Resolution 2016-14 to reflect the recovery of 3.5% vendor increases approved recently for residential solid waste collection, disposal, recycling services, and commercial waste collection/disposal services establishing fees for other solid waste service to be effective with the first billing cycle in October 2016.

ITEM 5-E. APPROVE ORDINANCE 2016-20 AMENDING PORTIONS OF CHAPTER 48, SOLID WASTE, ARTICLE I.- IN GENERAL, SUBSECTIONS 48-1.- DEFINITIONS, 48-3.- AUTHORIZED USE OF RECEPTACLES, 48-5.-CITY DISPOSAL SITE RATES, AND ARTICLE II.-MUNICIPAL COLLECTIONS SUBSECTIONS: 48-38.-METHOD OF COLLECTION, 48-39.- RECEPTACLES GENERALLY, 48-40.-BULKY/BUNDLE WASTE AND COLLECTION AND BRUSH CHIPPING REQUIREMENTS, AND 48-42.-COLLECTION FEES TO ADDING DEFINITIONS, CLARIFYING EXISTING LANGUAGE, STATING THE TYPES OF CONTAINERS ACCEPTED FOR TRASH PICKUP SERVICES, RESTRICTING THE AMOUNT OF BRUSH TO BE CHIPPED BY CITY PER VISIT AT A LOCATION, AND DISALLOWING THE PLACEMENT OF BRUSH IN STREETS FOR BRUSH CHIPPING SERVICES.

Mayor White announced that the item was pulled from the agenda.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER AN APPEAL BY H.H. DOSHI, P.E., R.P.L.S., ON BEHALF OF UMESH PATEL, OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF A REQUESTED VARIANCE TO CHAPTER 52 "SUBDIVISION REGULATIONS", ARTICLE III "DESIGN STANDARDS", SECTION 52-72 "STREETS", SUBSECTION (K), TO REDUCE THE MINIMUM REQUIRED RIGHT-OF-WAY DIAMETER AND PAVED TURN-AROUND DIAMETER FOR A PUBLIC STREET CUL-DE-SAC IN A COMMERCIAL AREA.

Mayor Pro-Tem Sanchez made a motion to deny the appeal. The motion failed for the lack of a second vote.

Councilmember Michelson made a motion to approve the appeal by H.H. Doshi, P.E., R.P.L.S. on behalf of Umesh Patel and to reverse the Planning and Zoning Commission's decision of a requested variance to Chapter 52 "Subdivision Regulations", Article III "Design Standards", Section 52-72 "Streets", Subsection (K), to reduce the minimum required right-of-way diameter and paved turn-around diameter for a public street cul-de-sac in a commercial area. Councilmember Hilburn seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez opposing.

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

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

ITEM 6-C. PRESENTATION, DISCUSSION AND/OR ACTION REGARDING FISCAL YEAR 2016-2017 PROPOSED BUDGET AND RELATED INFORMATION.

There was no discussion.

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

There was no discussion.

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

There was no discussion.

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

- Update: US Hwy 183 expansion project, Hickory to Blackjack.
- Update: Contractor installing large wastewater line on Clearfork between Meadows at Clearfork and City Line Road.
- Update: City Street Crew has resurfaced City Line Road between SH 142 and Clearfork Streets to preserve the surface and prevent major failures.
- Update: City Street Crew remarking all school zones and checking signage in preparation for school starting.
- Update: City Water Crew has with assistance from the Street Department completed most of the pavement repairs on Church and Walnut Streets.
- Update: Major repairs to Water well # 11, a major supplier of water to Lockhart, will begin soon.
- Update: The siren system (5) poles and electric supplies are in place; the delay in installation and activation is due to a programming issue that is being addressed between American Signal Corporation and Motorola.
- Update: The Electric Distribution Department has been removing old electric transformers and lines in the Parkview Subdivision.
- Update: Arbor Experts, the contracted tree trimming company, started work yesterday trimming limbs away from electric primary lines; locations are the City website plus residents will be notified along each street before work begins.
- Update: Nighthawk Construction, a local company, has completed 95% of the 18" transmission water main project extension west of the Water Plant recently awarded by the Council; Sean Kelley, Water/Wastewater Supt, reports the company did a very good job.
- Update: The first layer of black base material on Richland Drive has been completed; curb and gutter will be the next phase of the project.
- Update: A preconstruction meeting for the drainage work to be performed in the Mesquite, Braden, Wichita, and Vega Street areas will be held on Tuesday, August 30, at 6 pm in the Glosserman Room at City Hall; letters will be mailed this week to each area street resident about the meeting.
- Report: Seton Annual Taking Care of Tiny Tots Event- August 27 at Embassy Suites in San Marcos at 6 p.m.
- Reminder: Diez y Seis de Septiembre to be held downtown this year on September 16 and 17, Friday and Saturday.
- Reminder: TML Region 10 meeting September 15 at Smitty's; updated details about event will be sent via email by Connie.
- Reminder: November 8 Election information: Last day to file for a place on the ballot is August 22 by 5:00 p.m. Early voting will be conducted October 24-November 4. Election will be canvassed on November 22.
- August 31 will be the last day that Sandra Mauldin will be employed with the City of Lockhart. The position of Economic Development Director has been advertised to receive applications to fill the position. City Manager and Finance Director will work on economic development issues until the position is filled.

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

Councilmember Westmoreland requested that everyone be safe during the new school year.

Councilmember Mendoza expressed condolences to the Juarez family for their loss and to all others that have lost a loved one. He thanked everyone that assisted and attended the City employee picnic.

Mayor Pro-Tem Sanchez expressed condolences to the family of Emilia Juarez for their loss and thanked the community for comforting the family during the tragic loss. She thanked Raymond DeLeon for cooking during the employee picnic and asked everyone to be safe during the school year. Go Lions!

Councilmember Castillo expressed condolences to the Juarez family for their loss. He wished students good luck during the new school year and to the athletes. Thanks to Raymond DeLeon for cooking and for those that participated in the employee picnic. He encouraged everyone to drive safely.

Councilmember Michelson expressed condolences to the Juarez family for their loss. He wished all students a successful school year.

Mayor White expressed condolences to the Juarez family for their loss. He thanked Raymond DeLeon for cooking at the National Night Out event and at the employee picnic. He encouraged everyone to drive safely during the school year. Go Lions!

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 8:52 p.m.

PASSED and APPROVED this the 6th day of September 2016.

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable | | | |
| Council Meeting Dates: September 6, 2016 | | | | |
| Department: City Manager | Initials | Date | | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>[Signature]</i> 8-24-2016 | | |
| 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/ACTION REGARDING ORDINANCE 2016-20 OF CITY COUNCIL, LOCKHART, TEXAS AMENDING PORTIONS OF CHAPTER 48 – SOLID WASTE, TO DEFINE AND PROVIDE FOR THE USE OF RECEPTACLES; UPDATE DISPOSAL SITE RATES; CLARIFY METHODS OF COLLECTION; PROVIDE REQUIREMENTS FOR BULKY/BUNDLED WASTE COLLECTION AND BRUSH CHIPPING; UPDATE RESIDENTIAL, COMMERCIAL AND INDUSTRIAL COLLECTION FEES. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| FISCAL YEAR: | | | | |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| This ordinance amends portions of Chapter 48.-Solid Waste adding definitions, clarifying existing language, and stating the types of containers accepted for trash pickup services, restricting the amount of brush to be chipped by City per visit at a location, and disallowing the placement of brush in streets for brush chipping services for Solid Waste customers. Trash collection is a volume business. There are several residents that consistently put out one (1) City approved trash cart and 5 or 6 other types of containers for collection of household garbage; besides the additional volumes of trash, the other type of containers are very difficult to handle because most of the time they have no wheels and the automatic loader on the garbage truck cannot be used; this often causes back injuries for those employees loading the trash into the truck hopper. There are also several residents that allow relatives and/or friends to bring their garbage from outside the City to their City residence tremendously increasing trash volumes. This is not fair to all the other customers that are abiding by the rules of collection. Regarding brush chipping, residents often cut or have contractors cut down large trees which ties up the chipper too long (sometimes days) at one location. The contractor should be removing the brush they are paid to cut. The proposed ordinance amendment restricts the chipper from chipping more than 12 cubic yards per visit at any one location. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully recommends approval of the ordinance as presented | | | | |
| List of Supporting Documents: Proposed ordinance, existing ordinance, and a markups ordinance of proposed changes | | | Other Departments, Boards, Commissions or Agencies: | |

ORDINANCE 2016-20

AN ORDINANCE OF CITY COUNCIL, LOCKHART, TEXAS AMENDING PORTIONS OF CHAPTER 48 – SOLID WASTE, TO DEFINE AND PROVIDE FOR THE USE OF RECEPTACLES; UPDATE DISPOSAL SITE RATES; CLARIFY METHODS OF COLLECTION; PROVIDE REQUIREMENTS FOR BULKY/BUNDLED WASTE COLLECTION AND BRUSH CHIPPING; UPDATE RESIDENTIAL, COMMERCIAL AND INDUSTRIAL COLLECTION FEES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council recognizes the need to update solid waste collection ordinances from time to time in order to make collection services more efficient and reflect contractual updates; and

WHEREAS, City staff has reviewed the current solid waste ordinance and has found that amendments are necessary to update and clarify solid waste services in the City; and

WHEREAS, the City Council has received recommended changes from City staff to the solid waste ordinances from City staff; and

WHEREAS, the City Council finds that the recommended City staff amendments are necessary to update and clarify the City’s solid waste services for its citizens, in order to make such services more efficient; and

WHEREAS, the Lockhart City Council finds that such amendments serve a public purpose by providing for the continued health, safety and welfare of the citizens of Lockhart.

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

1. Findings of Fact. The foregoing recitals are incorporated into this ordinance by reference, as fully set out, as findings of fact.

2. Amendments. Sections 48-1, 48-3, 48-5, 48-38, 48-39, 48-40, 48-41, 48-42, and 48-46 of Chapter 48, captioned “Solid Waste,” of the Code of Ordinances, City of Lockhart, Texas, are hereby amended to read as follows:

Sec. 48-1. Definitions.

The following definitions shall be added:

Hand collection: The collection of solid waste or garbage other than in city or agent receptacles or bins, as provided in Sec. 48-40 for bulky/bundle waste, and as provided in Sec. 48-42 for “at-door” collection and special waste collection.

Receptacle: A 35 gallon or 95 gallon trash cart or trash dumpster/bin provided by the City or its agent, authorized according to the collection method chosen by the city to receive garbage, rubbish or bundled waste from premises within the city. Only receptacles provided by the City or its agent shall be eligible for solid waste collections.

The definition of "Garbage container" shall be deleted.

[All other Definitions remain unchanged.]

Sec. 48-3. Authorized use of receptacles.

This section shall be replaced in its entirety as follows:

Only city residents, and entities located within the city, are authorized to use the city's solid waste collection system. It shall be unlawful for any person/entity to place solid waste that is not generated on their premises within the city in a city-provided receptacle, any other container, or as bundled or bulky waste, for solid waste collection by the city or its agent.

Sec. 48-5. City disposal site rates.

(c) Tires will be accepted from city residents at the Public Works facility for disposal and will be subject to disposal fees, per rim size, as established by city council resolution from time to time.

(e) Construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site. It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of such waste by making arrangements with the City's collection agent or a private waste collection entity.

[All other Subsections remain unchanged.]

Sec. 48-38. Method of collection.

This section shall be replaced in its entirety as follows:

(a) Garbage and other solid waste as determined by the city shall be collected in 35 gallon receptacles, 95 gallon receptacles, or bins provided by the City or its agent. Determinations concerning who receives collection by receptacle versus bin collection shall be made solely by the city manager or designee. Generally, those duplex and triplex residential multi-family units or commercial units with a weekly solid waste volume of more than 285 gallons (equivalent to three 95-gallon receptacles) shall receive bin collection unless otherwise approved by the City Manager or designee.

(b) If a residential unit development or commercial/industrial unit produces 285 gallons or the equivalent of three 95 gallon receptacles or more of solid waste weekly, the city may provide a bin instead of receptacles, and may combine the solid waste collection with another residential or commercial/industrial unit so as to receive bin collection. If the city elects to do this, each residential unit within the development or commercial/industrial unit shall be charged at least the minimum equivalent charge for collection service for each unit.

Sec. 48-39. Receptacles generally.

(a) All premises receiving city solid waste collection services shall only utilize the 35 gallon receptacles, 95 gallon receptacles, or bins provided by the city or its agent, for disposal of all their solid waste, unless otherwise authorized by the city. Solid waste collection shall be provided as designated by and according to the method of collection utilized by the city.

(c) No person shall remove the cover of any receptacle, bin, or other garbage container or open any garbage or waste bag, except when depositing or removing the contents with the authority of the property owner or lessee, nor interfere in any manner the bin, receptacle, or container, or the contents thereof, except those persons authorized for such duty by the city.

(d) All owners and/or occupants of premises receiving receptacle collection shall place their receptacles at street side or curbside for collection except as otherwise provided for disabled customers. If street side collection is not feasible, the owner and/or occupant of such premises shall place the receptacle at a place most accessible for collection by the authorized collector. If receptacles are not reasonably accessible by the authorized collector, the contents thereof shall not be collected. However, the owner and/or occupant of the premises shall still be responsible for collection and disposal of the waste and shall pay the monthly collection fee.

[All other Subsections remain unchanged.]

Sec. 48-40. Bulky/bundle waste hand collection and brush chipping requirements.

This section shall be replaced in its entirety as follows:

(a) Bundle and bulky waste hand collection service shall be provided only to residential units and hand collected commercial/industrial units.

(b) Bundle waste shall be prepared in accordance with the requirements of Sec. 48-1 and placed street side or curbside for collection. All loose materials that cannot be bundled must be placed in receptacles or bins for pickup. Bulky waste shall be placed street side or curbside for hand collection.

(c) Brush and limb chipping services provided by the city shall be limited to 12 cubic yards or less per customer address, per scheduled service visit, according to the fees established in Sec. 48-42. Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

Sec. 48-41. Collection frequency

(a) Commercial/industrial units receiving receptacle hand collection service shall receive twice weekly collection service according to pickup times, days, and routes determined by the City. Residential hand collection shall receive once per week collection at times, days and routes determined by the City

[All other subsection remain unchanged.]

Sec. 48-42. Collection fees.

(1) *Residential units:*

(a) A residential living unit shall be charged a collection fee as established by city council resolution from time to time, for collection of garbage. Garbage collection shall be one time per week with the city or agent provided receptacle or bin. Solid waste disposal site use by residents shall be as described in subsection 48-5(a). A collection fee shall apply to residential living units receiving either receptacle or bin collection services. Senior citizen utility customers (65 years or older) that are billed by the city directly for garbage/solid waste services may apply to the city for a monthly rate reduction for these services as established from time to time by the city council. Qualified disabled customers may request "at the door" garbage collection services at a collection fee established by the city council.

Garbage and waste collections exceeding 285 gallons per week or equivalent to three 95 gallon receptacles or more are subject to additional pro-rated charges based on volumes of garbage/solid waste. Fees for each city or agent issued receptacle are established by the city council. Up to one-fourth cubic yard of extra qualifying residential waste (special waste), not including garbage, may be placed with receptacles for pickup on the same day as regular service without additional special charges. Other special waste may be disposed of in the manner and at rates established from time to time by city council resolution.

[Subsection (b) remains unchanged.]

(2) *Commercial/Industrial Units:*

(a) *Bin collection, stand-alone.* A stand-alone commercial/industrial unit used by a single customer with a weekly solid waste volume of 285 gallons or more shall receive solid waste bin service as determined by the city, and shall be charged a monthly collection fee established from time to time by the city council.

(b) *Bin collection, combo users.* A commercial/industrial unit composed of multiple customers, each with a weekly solid waste volume of 285 gallons or less, that is sharing usage of a bin for solid waste collection with other commercial/industrial units, shall be charged a minimum collection unit fee as from time to time established by the city council.

(3) *Commercial bin/single residential dwelling units.*

Stand-alone bin customers whose single residential dwelling unit is located on the same premises as their commercial business shall be charged unit fees as established by the city council from time to time.

[All other Subsections remain unchanged.]

Sec. 48-46. Tires.

No tires of any kind shall be placed in city receptacles or bins. Residential owners and/or occupants of premises shall dispose of tires at the disposal site described in Subsec. 48-4(a),

according to the schedule described in Subsec. 48-5(c). It is the sole responsibility of commercial/industrial businesses to dispose of tires in compliance with State and/or Federal Law.

[All other Sections and Subsections remain unchanged.]

3. **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.
4. **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.
5. **Open Meetings Act:** The meeting at which this ordinance was passed was open to the public as required by law.
6. **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.
7. **Penalty:** Any person or entity who violates a provision of this ordinance shall commit a misdemeanor offense and, upon conviction, shall be subject to a fine imposed for such offense under Section 1-8 of the Lockhart Code of Ordinances.
8. **Effective Date:** This ordinance shall become effective be in full force ten (10) days after its passage.

PASSED, APPROVED AND ADOPTED this the _____ day of September, 2016.

CITY OF LOCKHART

Lew White
Mayor

Approved as to form:

Attest:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

CURRENT ORDINANCE Mark UP

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- **Chapter 48 - SOLID WASTE^{III}**

- **ARTICLE I. - IN GENERAL**

- **Sec. 48-1. - Definitions. 2 ADDED**

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Bags: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bin: Metal receptacle designed to be lifted and emptied mechanically for use only at commercial/industrial units; also known as a dumpster or container.

Bulky waste: Stoves, refrigerators, water heaters, washing machines, furniture and waste materials other than garbage, construction debris, dead animals, tires, rubbish, hazardous or special wastes, or stable matter, with weights or volumes greater than those allowed for bins, bags, or garbage containers, as the case may be.

Bundle waste: Tree, shrub and brush trimmings, cardboard, or newspapers and magazines securely tied together forming an easily handled package not exceeding five feet in length. Bundle waste also includes rubbish placed in an authorized receptacle (also see the definition for "rubbish").

City: City of Lockhart, Texas.

City council or council: The legislative and governing body of the City of Lockhart.

Commercial or industrial unit: Any premises, location or entity, public or private, requiring garbage and rubbish collection within the corporate limits of the city and not a residential unit.

Construction debris: Waste building materials resulting from construction, remodeling, repair or demolition operations of all types of buildings.

Dead animals: Domestic animals of 40 pounds or greater, or portions thereof, that have expired from any cause, except those slaughtered or killed for human use.

Disabled customer at the door service: Special service offered for collection of trash carts placed within 75 feet of street right-of-way with direct access for customers who have provided acceptable proof of disability.

Disposal site: A solid waste depository that has been officially designated by the city for receipt of solid waste as directed by the city. Disposal sites shall include, but not be limited to, sanitary landfills, processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction over said site.

Electronic recycling: The collection of televisions, radios, computer items, monitors, cameras, telephones, cell phones, VCR or other recording devices, and related electronic items for recycling purposes.

Garbage: All household discarded food and trash except that waste that can be included in the definition of bulky waste, bundle waste, construction debris, dead animals, hazardous waste, rubbish, stable matter or electronic recycling.

Garbage container: City-provided garbage cart with a capacity of not greater than 95 gallons, and not less than 35 gallons, constructed of plastic or fiberglass.

Hazardous and special wastes: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or any appropriate agency of the state as "hazardous" or "special."

Junked vehicle: Any vehicle as defined in V.T.C.A., Transportation Code § 683.071, or as hereafter amended.

Premises: Any residential unit, commercial/industrial unit, vacant lot, and all other property within the city limits.

Receptacle: A 95 gallon or 35 gallon trash cart or trash dumpsters/bins provided by the City or its agent, authorized according to the collection method chosen by the city to receive garbage, rubbish or bundle waste from premises within the city. Only receptacles provided by the City or its agent shall be eligible for collections.

Recycling, curbside: Collection of designated recyclable items at the right-of-way at times determined by the city.

Residential unit: A dwelling within the corporate limits of the city occupied by a person or group of persons requiring solid waste collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

All single-family units or each of the units in a multifamily dwelling shall be considered residential dwelling units individually.

Rubbish: All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass; ashes, cinders, floor sweepings, glass, mineral or metallic substances, as well as any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste, or stable matter so long as such rubbish is placed in an authorized receptacle (also see the definition of "bundle waste").

Solid waste: All rubbish, garbage, bulky or bundled waste generated within the city.

Special events: Activities that include, but are not limited to, carnivals, fairs, festivals, sporting events, rodeos, special gatherings, rallies and parades which occur at infrequent intervals or only at certain times of the year.

Stable matter: All manure and other fecal waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

(Code 1982, § 11-1; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 93-10, pt. 1, 6-15-93; Ord. No. 2015-01, § 2, 1-20-15)

Cross reference— Definitions generally, § 1-2.

• **Sec. 48-2. - Littering prohibited.**

It shall be unlawful for any person to throw, drop, cast, or deposit on any street, alley, sidewalk, or any yard or premises, public or private, any solid or hazardous waste of any type.

(Code 1982, § 11-2; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-17-92)

• **Sec. 48-3. - Authorized use of receptacles. Replaced entirety**

~~It shall be unlawful for any person to place solid waste that is not generated on their premises within the city in a city provided trash receptacle or any other receptacle for collection by the city. Only those persons who are city utility customers may place solid waste in a City approved receptacle for collection by the city or its agent~~

(Code 1982, § 11-3; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-4. - Requirements of disposal site.**

(a)

The city's directly operated disposal site shall operate in accordance with current state regulations. As such it will accept only those materials allowed for disposal under state regulations. All bundle waste brought to this site, as well as lumber (with nails removed), drywall and related construction debris must be cut into lengths of five feet or less. All trucks and trailer loads of material brought to this site must be tarped or covered. The public works director or designee is authorized to refuse acceptance when material does not meet these requirements and/or when quantities exceed available dump space.

(b)

Disposal of all other varieties of solid waste not permitted to be disposed of under state regulations shall be disposed of in a manner and at a state health department permitted disposal site designated by the city.

(c) Changed

~~The city may change disposal site regulations in accordance with any requirements of state or federal disposal site regulations.~~

(d)

Solid waste considered by the city to be detrimental to the health, safety, or welfare of the general public, or which the city believes would be detrimental in any way to the disposal site shall not be accepted. All items to be disposed of in the city's or its agent's disposal site shall be inspected by site personnel. Items found to be prohibited by city, county, state or federal regulations, or which are determined to be outside the handling capabilities of the city's or its agent's equipment or personnel shall not be accepted.

(Code 1982, § 11-4; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 90-14, pt. 1, 10-16-90; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 98-5, § 1, 3-17-98)

• **Sec. 48-5. - City disposal site rates.**

(a)

Use of the city disposal site described in subsection 48-4(a) shall be governed by the rates established by city council resolution from time to time.

(b)

Debris and waste from the demolition of any structure greater than 120 square feet will not be accepted at the city disposal site. The demolition contractor or owner must transport or contract for the transport of such material to a licensed landfill approved by the state.

1A Public Works/Solid Waste Services/Proposed Revised Current Ordinance Chapter 48

(c) Amended

~~Tires will be accepted from city residents at the Public Works facility for disposal and will be subject to disposal fees, per rim size, as established by city council resolution from time to time.~~

(d)

Fees for the disposal of white goods (stoves, refrigerators and freezers without refrigerant, washers, dryers, and related appliances), furniture items, and electronic items shall be established by city council resolution from time to time.

(e) Amended

~~All construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site. It is the sole responsibility of the property owner or contractor to properly dispose of such items by making arrangements with the City's collection agent or a private entity.~~

(f)

Current owners and/or occupants of residential and commercial/industrial units located in the city must present to the attendant at the city disposal site described in subsection ~~48-4(a)~~, a current utility bill for those premises he owns or occupies as well as a valid driver's license before permission to unload at this site will be given. Failure to provide this identification to the attendant shall result in the city refusing the use of the disposal site.

(g)

Solid waste generated outside the city limits will not be accepted at the city's disposal site.

(h)

The city reserves the right to reject solid waste at the city disposal site, where city staff reasonably believes that the solid waste violates this ordinance, state or federal law, does not meet the descriptions or standards of this ordinance, or poses a threat to health and safety. A customer whose solid waste is rejected may request reconsideration by the city manager or her/his designee.

(Code 1982, § 11-5; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 90-14, pt. 1, 10-16-90; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 98-5, § 1, 3-17-98; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-6. - Solid waste on private premises.**

(a)

It shall be unlawful for the owner or occupant of premises within the city to permit garbage; hazardous, bundle or bulky waste; construction debris; stable matter; rubbish; junked vehicles; or other miscellaneous solid waste to remain or accumulate on such property or premises, whether or not such waste belongs to the owner and/or occupant

1A Public Works/Solid Waste Services/Proposed Revised Current Ordinance Chapter 48

of such premises. If the owner and/or occupant of such premises is a current utility customer of the city and the city manager or his designate has determined that the accumulation of solid waste on the premises is an immediate threat to the public's health, the city may collect or have collected the solid waste at the owner's and/or occupant's expense and recover the fees for collection of this waste on the owner's and/or occupant's city utility account. Failure to pay this fee will result in disconnection of utility service to the premises.

(b)

The city reserves the right to refuse collection of solid waste from those premises not currently paying solid waste collection fees.

(Code 1982, § 11-6; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 93-10, pt. 2, 6-15-93)

- Secs. 48-7—48-35. - Reserved.

- **ARTICLE II. - MUNICIPAL COLLECTION**

- **Sec. 48-36. - Mandatory.**

Collection of garbage and of other solid waste as determined by the city shall be compulsory for all users of utilities, and/or generators of solid waste within the city limits except as allowed herein. Fees shall be billed based upon availability of service, whether such service is actually used or not. Seasonal businesses are continuously closed for business six months or more per calendar year, may request disconnect of solid waste service in writing for that period of time they are closed when no solid waste is generated. The business representative must activate or connect solid waste service in writing through the city utility office when the business opens. Seasonal business structures under construction and/or rehabilitation shall not be eligible for this provision and normal solid waste rates shall apply.

(Code 1982, § 11-17; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2009-03, 1-6-09)

- **Sec. 48-37. - Authorized collector.**

Collection of garbage and of other solid waste as determined by the city shall be performed only by the city and/or its designated agent operating under contractual agreement with the city, unless otherwise excepted by state law.

(Code 1982, § 11-18; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-38. - Method of collection. Replaced entirely**

(a)

~~Garbage and other solid waste as determined by the city shall be collected in 95 gallon or 35 gallon carts or trash bins of various sizes provided by the City or its agent. Determinations concerning who receives hand collection by garbage container versus bin collection shall be made solely by the city manager or his designee. Generally, those hand-collected duplex and triplex residential multifamily units or commercial units with a weekly solid waste volume of more than 285 gallons (equivalent to three, 95-gallon trash carts maximum) shall receive bin collection unless approved by the City Manager or designee.~~

(b)

~~If a residential or commercial/industrial unit produces 285 gallons or an equivalent to 3 each 95-gallon City or agent approved provided carts or more of solid waste weekly can reasonably be combined with another commercial/industrial unit so as to receive bin collection, the city may do so. If the city elects to do this, each residential unit or commercial unit shall be charged at least the minimum equivalent charge for hand collection service for each unit.~~

(Code 1982, § 11-19; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-39. - Receptacles generally.**

(a) _____ (amended)

~~All premises receiving solid waste collection service must utilize the City or agent provided 95 or 35-gallon trash carts, or trash bins for placement of all their solid waste as designated by and according to the method of collection utilized by the city. Hand collected premises shall utilize bags or garbage carts meeting the requirements set out in section 48-1 for placement of all their solid waste. Bin collected premises shall utilize the bin provided and designated by the city for placement of all their solid waste.~~

(b)

All hand collection receptacles shall be maintained by the customer in a manner so as not to become a nuisance or health hazard on the premises or in the neighborhood where it is placed.

(c) _____ amended

~~No person shall remove the cover of any bin or garbage container or open any bag, except when depositing or removing the contents, nor interfere in any manner with the receptacle or the contents thereof, except those authorized for such duty by the city.~~

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(d) amended

~~All owners and/or occupants of premises receiving hand collection shall place their receptacles at street side or curbside for collection except as otherwise provided for disabled customers. If street side hand collection is not feasible, the owner and/or occupant of such premises shall place the receptacle at a place most accessible for collection by the authorized collector. If receptacles are not reasonably accessible by the authorized collector, the contents thereof shall not be collected. However, the owner and/or occupant of the premises shall still be responsible for collection and disposal of the waste and shall pay the monthly collection fee.~~

(e)

Bins set out for collection use shall not be overloaded, abused, or set on fire. Damage to bins is recoverable by the city or its authorized collector.

(f)

All owners and/or occupants of premises receiving bin solid waste collection service shall place all their solid waste designated for collection by the city's agent within the bin assigned to them by the city for their use in solid waste collection. Solid waste placed anywhere outside of the assigned bin shall not be collected. If the owner and/or occupant of the premises places his solid waste outside of the assigned bin, the city may increase the bin size and/or collection frequency at that owner's and/or occupant's expense so that adequate room is available in the bin for placement of the solid waste generated from those premises. Additionally, if the solid waste placed outside of the bin is not deposited inside the bin in a timely manner and represents a potential health hazard and/or litter source, the city or its agent may remove such solid waste at the expense of the owner and/or occupant of the premises as well as pursue enforcement of sections 48-3 and 48-6.

(Code 1982, § 11-20; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-40. - Bulky and bundle waste hand collection requirements. Replaced entirely**

~~Bundle waste shall be prepared in accordance with the requirements of section 48-1 and placed street side or curbside for collection. Bulky waste shall be placed street side or curbside for hand collection. Bundle and bulky waste hand collection service shall be provided only to residential units and hand collected commercial/industrial units. Brush and limb chipping services provided by the city shall be limited to 12 cubic yards or less per customer address according to the fees established in section 48-42. Piles of brush and limbs larger than 12 cubic yards will not receive city chipping services.~~

(Code 1982, § 11-21; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 04-18, § 1, 7-20-04)

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• **Sec. 48-41. - Collection frequency and bin size.**

(a) ~~_____~~ (amended)

~~Residential units and commercial/industrial units receiving hand collection service shall receive weekly collection service according to pickup times, days and routes determined by the city, except as otherwise required herein.~~

(b)

Commercial/industrial and residential units receiving bin collection shall receive collection service based on a pickup frequency and bin size dictated by volume and type of solid waste determined solely by the city manager or his designate. Bin size, location and pickup frequency shall be adjusted only by the city manager or his designate, based on changes in volume and/or collection needs.

(c)

Food establishments shall pay for and receive collection services a minimum of three times per week in the interest of public health and sanitation if they are open more than three days per week.

(Code 1982, § 11-22; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-42. - Collection fees.**

Solid waste fees established by city council resolution shall be assessed and collected through the city billing department for each residential dwelling unit and commercial/industrial unit within the city limits as follows:

(1)

Residential units: Amended

a.

~~A residential living unit shall be charged a collection fee as established by city council resolution from time to time, for collection of garbage, one time per week with city or agent provided cart and receive disposal site use as described in subsection 48-5(a). The fee shall apply to residential living units receiving either hand or bin collection services. Senior citizen utility customers (65 years or older) that are billed by the city directly for this utility service may apply to the city for a monthly rate reduction for this service as established from time to time by council resolution. Qualified disabled customers may request "at the door" trash collection services at a fee established by city council resolution.~~

~~Garbage and waste collections exceeding 285 gallons per week or equivalent to 3 each 95 gallon cars are subject to additional pro-rated charges based on volumes of trash and/or debris. Fees for each City or agent issued cart are~~

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applicable. Up to one-half cubic yard of extra-qualifying residential waste, not including garbage, may be placed with trash carts for pickup on the same day as regular service without additional special charges. Other special waste may be disposed of in the manner and at rates established from time to time by city council resolution.

b.

Solid waste that consists of material that would otherwise be described as bundle waste (such as brush) that requires special handling or bulky waste, except that it is not properly prepared per the bundle and rubbish requirements of section 48-1, may be collected by the city and a fee charged to that premises' utility account. However, should the city, at its discretion, elect not to collect this material, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of said material. Charges for the city's provision of this service are as established by city council resolution from time to time.

(2)

Commercial/Industrial units.

a.

~~*Bin collection, stand-alone.* A stand-alone commercial/industrial unit used by a single customer with a weekly solid waste volume of more than 295 gallons shall receive solid waste bin collection service as determined by the city, and shall be charged a monthly collection fee by the city based on the current contract service fee charged by the authorized collector providing such bin collection services at fees established from time to time by city council resolution.~~

b.

Bin collection, combo users.

1.

~~A commercial/industrial unit composed of multiple customers with a weekly solid waste volume of 285 gallons or less that is sharing usage of a bin for solid waste collection with other commercial/industrial units, shall be charged a minimum collection unit fee as from time to time established by city council resolution.~~

2.

Collection fees for commercial/industrial units receiving shared bin solid waste service shall be based on the average volumes of trash and/or collection needs as determined by the city, with the minimum fee established by city council resolution from time to time.

3. Amended

Collection fees for combo bin collection users shall be determined by the city based on the required size of the bin container and the required

frequency of service per week. The monthly fees for such service shall be divided among the number of users being served by a particular bin based on volumes determined by the city, and such individual fees shall be included in the monthly utility billing with applicable minimum rates. Such fees for residential solid waste collection shall not be less than the fees as established by city council resolution for each residential dwelling unit and for each business/industrial unit using the combo collection bin.

c.

Hand collection. Commercial/industrial units generating 295 gallons or less of containerized solid waste weekly that have been designated for hand collection by the city shall receive twice weekly garbage as designated by the city. The minimum collection fee for this service shall be as established by city council resolution. No chemical, pesticide, paints, oils or other hazardous materials shall be accepted. Materials dumpster trash bin units shall be required when volumes exceed 295 gallons per week on a regular basis, as determined by the city. No concrete or rocks will be collected.

(3) Amended

Commercial bin/single residential dwelling units. Stand-alone bin customers whose single residential dwelling unit is located on the same premises as their commercial business shall be charged unit fees as established by city council resolution from time to time.

(Code 1982, § 11-23; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 93-18, pt. 1, 9-14-93; Ord. No. 95-13, pt. 1, 9-5-95; Ord. No. 98-26, § 1, 9-15-98; Ord. No. 99-30, § 1, 9-9-99; Ord. No. 01-14, § 1, 5-15-01; Ord. No. 01-26, § 1, 10-2-01; Ord. No. 02-35, § 1, 10-1-02; Ord. No. 06-34, § 1, 9-26-06; Ord. No. 07-34, § 1, 9-4-07; Ord. No. 07-56, § 1, 11-15-07; Ord. No. 08-14, § 1, 6-17-08; Ord. No. 2015-01, § 2, 1-20-15)

• **Sec. 48-43. - Special events.**

Solid waste collection and disposal service for special events held within the city shall be performed in a manner established by the city manager or his/her designee, with the sponsor of the special event being responsible for payment of all fees for this service. Sponsors not having a current utility account with the city may be required to make payment for the service in advance. Fees for this service may not be waived except by approval of the city manager or his/her designee. Hand collection fees for special events shall be established by the city manager or his/her designee, while bin collection fees for special events will be assessed by the city according to its contract with its current agent performing this service.

(Code 1982, § 11-24; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

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• **Sec. 48-44. - Fecal matter, dead animals and parts thereof.**

(a)

It shall be unlawful for any property owner or occupant to place excessive amounts of fresh or untreated fecal matter in any household garbage containers for collection by the city. It shall be the sole responsibility of the owner or occupant of the property from which such matter is generated to properly treat and/or dispose of it.

(b)

It shall be the sole responsibility of the property owner or occupant to properly dispose of large dead animals such as horses, cattle, sheep, etc.

(c)

Dead domestic animals such as cats, dogs, etc., and/or wild animals and game, and/or parts thereof, shall not be collected with normal household garbage. It shall be responsibility of the owner or occupant to:

(1)

Securely wrap dead domestic animals, including wild animals and/or game in plastic and then notify the animal control officer for appropriate disposal; and

(2)

Securely wrap parts of domestic dead animals and/or parts of wild animals and/or game in plastic and then notify the public works sanitation department for appropriate disposal.

(Code 1982, § 11-25; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 98-5, § 1, 3-17-98)

• **Sec. 48-45. - Special and hazardous waste.**

Collection and disposal of special and/or hazardous wastes generated within the city shall be the sole responsibility of the owner and/or occupant of the premises generating such hazardous waste. Such wastes include all hazardous medical waste from doctor offices, clinics, hospitals, pharmacies or any other such medical related facility. All hazardous waste collections and disposals must be in compliance with the most recent applicable local, state and federal laws, rules and regulations.

Animal health related businesses and/or residential solid waste customers must dispose of all animal health and/or medical sharps, needles and syringes with protective caps attached and must be placed in hard plastic or metal containers sealed with lids to avoid piercing of trash bags and other trash receptacles.

(Code 1982, § 11-26; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 03-08, § 1, 4-15-03)

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- **Sec. 48-46. - Tires. Amended**

~~No tires shall be placed in bins from premises within the city assigned to receive bin collection service. Residential owners and/or occupants of these premises shall dispose of tires at the disposal site described in subsection 48-4(a), according to the schedule described in subsection 48-5(c). It is the sole responsibility of businesses to dispose of tires collected in compliance with State and/or Federal Laws.~~

(Code 1982, § 11-27; Ord. No. 88-11, pt. 1, 9-6-88; Ord. No. 91-13, pt. 1, 8-20-91; Ord. No. 92-01, pt. 1, 1-7-92; Ord. No. 2015-01, § 2, 1-20-15)

- **Sec. 48-47. - Recycling, residential voluntary curbside collection service.**

On a voluntary or subscription sign-up basis, the city shall offer to all residential utility customers, who are not on trash bin collection service, a weekly curbside collection service for single stream recyclables. The minimum service period and the applicable fee for this service shall be for one year from the initial sign-up date. Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector. A 95-gallon recycling cart shall be provided to each subscriber. Service shall be every other Wednesday as designated by the city. Items must be placed at the property's trash collection location by 8:00 a.m. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

(Ord. No. 2009-24, § 1, 9-15-09; Ord. No. 2015-01, § 2, 1-20-15)

- **Sec. 48-48. - Prohibited disposal of natural yard wastes into streets and/or drainage facilities.**

The deliberate disposal, either by mechanical or other means, of natural yard waste such as grass, weeds, grass/weed clippings, leaves, plants, and any other natural yard plant/tree trimmings into streets and/or drainage facilities including, but not limited to, drainage ditches, pipes and stormwater inlets is hereby prohibited.

(Ord. No. 2010-02, § 1, 1-5-10)



**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: September 6, 2016 | | | |
| Department: City Secretary | | Initials | Date |
| Department Head: Connie Constancio | | Asst. City Manager | |
| Dept. Signature: <i>Connie Constancio</i> | | City Manager <i>[Signature]</i> | |
| Agenda Item Coordinator/Contact (include phone #): Connie Constancio, 398-3461 ext. 235 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action to consider Ordinance 2016-21 changing certain City Election polling places and changing the hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2016 in order to comply with the consolidation of precincts and polling places by Caldwell County. | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Budget | | | TOTALS |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | |
| SUMMARY OF ITEM | | | |
| The City Council approved Ordinance 2016-14 ordering the November 8, 2016 General Election on May 17, 2016. The Caldwell County Elections Administrator reported to staff that the polling location for City District 4 was changed from the First Lockhart Baptist Church Hall to the First Lockhart Connection Center and that additional early voting dates and times were added at the Temporary Branch Early Voting location in Luling. | | | |
| The ordinance being presented will amend the information to coincide with the polling locations and early voting dates and hours as approved by the Caldwell County Commissioners Court on August 22, 2016. Staff recommends approval. | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends approval. | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | |
| <ul style="list-style-type: none"> • Ordinance 2016-14 (history) • Ordinance 2016-21 | | <ul style="list-style-type: none"> • Caldwell County Elections Administrator • Caldwell County Commissioners Court | |

ORDINANCE 2016-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CHANGING CERTAIN CITY ELECTION POLLING PLACES AND CHANGING THE HOURS OF EARLY VOTING FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2016 IN ORDER TO COMPLY WITH THE CONSOLIDATION OF PRECINCTS AND POLLING PLACES BY CALDWELL COUNTY.

WHEREAS, state and city law provide that on November 8, 2016 there shall be a general election for the purpose of electing One Councilmember District 1; One (1) Councilmember District 2; and, Two (2) Councilmembers At-Large.

WHEREAS, state law further provides that the Texas Election Code applies to said election, and in order to comply with said Code, a city ordinance should be passed designating the voting places for said election.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding a special election on the same date.

WHEREAS, on May 17, 2016, the City Council approved Ordinance 2016-14 ordering the November 8, 2016 General Election and approved the Joint Election Agreement between the City of Lockhart and Caldwell County.

WHEREAS, on August 22, 2016, the Caldwell County Commissioners Court approved the consolidation of the polling locations to be used during the November 8, 2016 General/Joint election, and established the hours of which the early voting by personal appearance will be conducted at the Main and Temporary Branch early voting locations.

WHEREAS, Section 42.008 of the Texas Election Code allows a commissioners court to consolidate election precincts during an election in November if the polling place is located so it will adequately serve the voters of the consolidated precinct.

WHEREAS, pursuant to the Texas Election Code, polling places selected by a county for county election precincts that are within a city are also the polling places for city elections that are held on the November uniform election date.

WHEREAS, the consolidation of Caldwell County polling places within the City of Lockhart for the November 8, 2016 elections requires the City to change its polling places for said election to conform with County polling places within the City.

WHEREAS, the City exercises no discretion with regard to the use of the County's voting precincts and polling places for the November 8, 2016 joint election.

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

Section 1. Partial Repeal of Ordinance 2016-14. Lockhart Ordinance No. 2016-14, regarding the City's November 8, 2016 election, is repealed only regarding the City's polling place for each voting precinct and for each combined voting precinct that is wholly or partially within single-member districts that are affected by the County's consolidation of precincts and polling places, as described below and regarding the hours of which the Main and Temporary Branch early voting locations will be available for citizens to vote early by personal appearance.

Section 2. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the CITY for the November 8, 2016 Election.

The COUNTY has the following Election Precincts within the City limits and said election shall be held at the following polling places in said City on November 8, 2016:

| County Precinct Numbers | City District Number | Polling Location/Address |
|---|----------------------|--|
| 105 109 110 401 407 410 411 | 1 | St. Marks Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 |
| 107 108 115 402 | 2 | St. Mary's Catholic Church Hall 205 West Pecan Lockhart, TX 78644 |
| 103 112 113 117 400 412 | 3 | City Hall – Glosserman Room Basement 308 West San Antonio Street Lockhart, TX 78644 |
| 100 101 111 408 | 4 | First Lockhart Connection Center 200 S. Blanco Street Lockhart, TX 78644 |

For this election, the territory of the Caldwell County Election Precincts is combined as described in Exhibit "A". The polling place for each voting precinct and for each combined voting precinct that is wholly or partially within affected single-member districts will be those utilized by the City.

Section 271.003 of the Texas Election Code provides that voters of a particular election precinct or a political subdivision may be served in a joint election by a common polling place located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the elections. The Lockhart City Council finds that the polling places established for the November 8, 2016 election, including those described hereinabove, adequately and conveniently serve the voters of the City.

Section 3. Early Voting. The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Pamela Ohlendorf under the terms of the Joint Election Agreement.

Main Early Voting Polling Place

The Main Early Voting Polling Place is hereby designated as:

Caldwell County Elections Administrator's Office
1403 Blackjack St.
Lockhart, Texas 78644

Early voting by personal appearance at the Main Early Voting location shall be conducted as follows:

| | |
|-----------------------------|------------------------|
| Monday, October 24, 2016 | 8:00 a.m. - 5:00 p.m. |
| Tuesday, October 25, 2016 | 8:00 a.m. - 5:00 p.m. |
| Wednesday, October 26, 2016 | 8:00 a.m. - 5:00 p.m. |
| Thursday, October 27, 2016 | 8:00 a.m. - 5:00 p.m. |
| Friday, October 28, 2016 | 8:00 a.m. - 5:00 p.m. |
| Saturday, October 29, 2016 | 7:00 a.m. - 7:00 p.m. |
| Sunday, October 30, 2016 | 10:00 a.m. - 3:00 p.m. |
| Monday, October 31, 2016 | 7:00 a.m. - 7:00 p.m. |
| Tuesday, November 1, 2016 | 7:00 a.m. - 7:00 p.m. |
| Wednesday, November 2, 2016 | 7:00 a.m. - 7:00 p.m. |
| Thursday, November 3, 2016 | 7:00 a.m. - 7:00 p.m. |
| Friday, November 4, 2016 | 7:00 a.m. - 7:00 p.m. |

Temporary Early Voting Branch Polling Place

The Temporary Branch Polling Place is hereby designated as:

Luling Civic Center
300 East Austin Street
Luling, TX 78648

Early voting by personal appearance at the Temporary Early Voting Branch shall be conducted as follows:

| | |
|-----------------------------|------------------------|
| Monday, October 24, 2016 | 8:00 a.m. - 5:00 p.m. |
| Tuesday, October 25, 2016 | 8:00 a.m. - 5:00 p.m. |
| Wednesday, October 26, 2016 | 8:00 a.m. - 5:00 p.m. |
| Thursday, October 27, 2016 | 8:00 a.m. - 5:00 p.m. |
| Friday, October 28, 2016 | 8:00 a.m. - 5:00 p.m. |
| Saturday, October 29, 2016 | 7:00 a.m. - 7:00 p.m. |
| Sunday, October 30, 2016 | 10:00 a.m. - 3:00 p.m. |
| Monday, October 31, 2016 | 8:00 a.m. - 5:00 p.m. |
| Tuesday, November 1, 2016 | 8:00 a.m. - 5:00 p.m. |
| Wednesday, November 2, 2016 | 8:00 a.m. - 5:00 p.m. |
| Thursday, November 3, 2016 | 7:00 a.m. - 7:00 p.m. |
| Friday, November 4, 2016 | 7:00 a.m. - 7:00 p.m. |

The Main Early Voting Polling Place shall also remain open on the day of the Election during the hours the polls are required to be open for voting by the Texas Election Code.

Section 4. Authorization to Execute. The Mayor of the City is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 5. Severability. If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 6. Repealer. That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

Section 7. Publication. That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

Section 8. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED September 6, 2016.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning, City Attorney

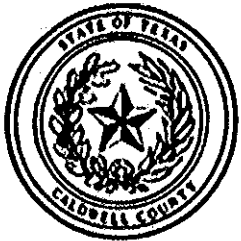
EXHIBIT "A"

| County Precinct Number | City Precinct Number | <u>Polling Location/Address</u> | County Precinct Number | City Precinct Number | <u>Polling Location/Address</u> |
|-------------------------------|-----------------------------|---|-------------------------------|-----------------------------|--|
| 100 | 4 | First Lockhart Connection Center 200 S. Blanco Street Lockhart, TX 78644 | 206 | N/A | Luling Civic Center 300 East Austin St. Luling, TX 78648 |
| 101 | 4 | First Lockhart Connection Center 200 S. Blanco Street Lockhart, TX 78644 | 301 | N/A | Three Rivers Community Church 103 Main St. Martindale, TX 78655 |
| 102 | N/A | VFW Post 8927 Hall 7007 S. U.S. Hwy 183 Lockhart, TX 78644 | 302 | N/A | Maxwell Firehouse 9655 TX 142 Maxwell, TX 78656 |
| 103 | 3 | City Hall Glosserman Basement 308 W. San Antonio St. Lockhart, TX 78644 | 303 | N/A | Trinity United Church Annex 13700 Camino Real Niederwald, TX 78640 |
| 104 | N/A | VFW Post 8927 Hall 7007 S. U.S. Hwy 183 Lockhart, TX 78644 | 305 | N/A | Fentress Community Church Hwy 20/Barber St. Fentress, TX 78622 |
| 105 | 1 | St. Mark's Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 | 306 | N/A | Trinity United Church Annex 13700 Camino Real Niederwald, TX 78640 |
| 108 | 2 | St. Mary's Catholic Church Hall 205 West Pecan St. Lockhart, TX 78644 | 400 | 3 | City Hall Glosserman Basement 308 W. San Antonio St. Lockhart, TX 78644 |
| 109 | 1 | St. Mark's Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 | 401 | 1 | St. Mark's Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 |
| 110 | 1 | St. Mark's Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 | 402 | 2 | St. Mary's Catholic Church Hall 205 West Pecan St. Lockhart, TX 78644 |
| 111 | 4 | First Lockhart Connection Center 200 S. Blanco Street Lockhart, TX 78644 | 404 | N/A | Lytton Springs Chisholm Trail Fire & Rescue 9839 FM 1854 Dale, TX 78616 |
| 118 | N/A | Trinity United Church Annex 13700 Camino Real Niederwald, TX 78640 | 405 | N/A | Dale Community Center 47 Civic Drive Dale, TX 78616 |
| 201 | N/A | Luling Civic Center 300 East Austin St. Luling, TX 78648 | 407 | 1 | St. Mark's Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644 |
| 202 | N/A | Luling Civic Center 300 East Austin St. Luling, TX 78648 | 408 | 4 | First Lockhart Connection Center 200 S. Blanco Street Lockhart, TX 78644 |
| 203 | N/A | Luling Civic Center 300 East Austin St. Luling, TX 78648 | 409 | 2 | St. Mary's Catholic Church Hall 205 West Pecan St. Lockhart, TX 78644 |
| 204 | N/A | McMahan Community Center 6022 FM 713 McMahan, TX 78616 | 412 | 3 | City Hall Glosserman Basement 308 W. San Antonio St. Lockhart, TX 78644 |
| 205 | N/A | Delhi Community Center 6108 State Hwy. 304 Rosanky, TX 78953 | | | |

Connie Constancio

From: Pamela Ohlendorf <pamela.ohlendorf@co.caldwell.tx.us>
Sent: Tuesday, August 23, 2016 9:19 AM
To: Connie Constancio; Larry Ramirez; Corinne Yanez; lmarkert@plisd.net
Subject: official
Attachments: Main Early Voting Polling Place nov 2016.docx; official polling locations for nov 8 2016.xlsx

Pamela Ohlendorf
Elections Administrator
Caldwell County Elections Office
1403 Blackjack St.
Lockhart, Tx 78644
512-668-4347
512-668-4349
(Fax) 512-398-1821
pamela.ohlendorf@co.caldwell.tx.us



CONFIDENTIAL: This communication including attachments, is for the exclusive use of addressee and may contain proprietary, confidential and/or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this communication and destroy all copies.

NOVEMBER 8, 2016
 GENERAL ELECTION
 EARLY VOTING
 LOCATION & HOURS

Noviembre 8, 2016
 elecciones generales el
 voto anticipado
 ubicación & horas

Main Early Voting Polling Place
 Votación Temprana principal lugar de votación

The Main Early Voting Polling Place is hereby designated as:
 La votación temprana principal lugar de votación queda designado como:

Caldwell County Elections Administrator's Office
 Scott Annex Bldg.
 1403 Blackjack St.
 Lockhart, TX 78644

*As approved
 by
 County Commissioners
 on
 August 22, 2016*

Early voting by personal appearance at the Main Early Voting location shall be conducted as follows:
 Votación Temprana por aparición personal en el principal lugar de votación anticipada se realizará como sigue:

| | | |
|---------------------------------------|------------------------|------------------|
| October 24, 2016 Octubre 24, 2016 | Monday Lunes | 8 A.M. – 5 P.M. |
| October 25, 2016 Octubre 25, 2016 | Tuesday Martes | 8 A.M. – 5 P.M. |
| October 26, 2016 Octubre 26, 2016 | Wednesday Miércoles | 8 A.M. – 5 P.M. |
| October 27, 2016 Octubre 27, 2016 | Thursday Jueves | 8 A.M. – 5 P.M. |
| October 28, 2016 Octubre 28, 2016 | Friday Viernes | 8 A.M. – 5 P.M. |
| October 29, 2016 Octubre 29, 2016 | Saturday Sábado | 7 A.M. – 7 P.M. |
| October 30, 2016 Octubre 30, 2016 | Sunday Domingo | 10 A.M. – 3 P.M. |
| October 31, 2016 Octubre 31, 2016 | Monday Lunes | 7 A.M. – 7 P.M. |
| November 1, 2016 Noviembre 1, 2016 | Tuesday Martes | 7 A.M. – 7 P.M. |
| November 2, 2016 Noviembre 2, 2016 | Wednesday Miércoles | 7 A.M. – 7 P.M. |

NOVEMBER 8, 2016
 GENERAL ELECTION
 EARLY VOTING
 LOCATION & HOURS

Noviembre 8, 2016
 elecciones generales el
 voto anticipado
 ubicación & horas

| | | |
|---------------------------------------|--------------------|----------------|
| November 3, 2016 Noviembre 3, 2016 | Thursday Jueves | 7 A.M.- 7 P.M. |
| November 4, 2016 Noviembre 4, 2016 | Friday Viernes | 7 A.M.- 7 P.M. |

Temporary Early Voting Branch Polling Location

Votación Temprana rama temporal ubicación de sondeo

The Temporary Branch Polling Location is hereby designated as:

La rama temporal lugar de votación queda designado como:

Luling Civic Center
 300 E. Austin St.
 Luling, TX 78648

Early voting by personal appearance at the Temporary Early Voting Branch shall be conducted as follows:

Votación Temprana por aparición personal temporal en la rama de votación anticipada se realizará como sigue:

| | | |
|--------------------------------------|------------------------|------------------|
| October 24, 2016 Octubre 24, 2016 | Monday Lunes | 8 A.M. – 5 P.M. |
| October 25, 2016 Octubre 25, 2016 | Tuesday Martes | 8 A.M. – 5 P.M. |
| October 26, 2016 Octubre 26, 2016 | Wednesday Miércoles | 8 A.M. – 5 P.M. |
| October 27, 2016 Octubre 27, 2016 | Thursday Jueves | 8 A.M. – 5 P.M. |
| October 28, 2016 Octubre 28, 2016 | Friday Viernes | 8 A.M. – 5 P.M. |
| October 29, 2016 Octubre 29, 2016 | Saturday Sábado | 7 A.M. – 7 P.M. |
| October 30, 2016 Octubre 30, 2016 | Sunday Domingo | 10 A.M. – 3 P.M. |
| October 31, 2016 Octubre 31, 2016 | Monday Lunes | 7 A.M. – 7 P.M. |

NOVEMBER 8, 2016
GENERAL ELECTION
EARLY VOTING
LOCATION & HOURS

Noviembre 8, 2016
elecciones generales el
voto anticipado
ubicación & horas

| | | |
|---------------------------------------|------------------------|-----------------|
| November 1, 2016 Noviembre 1, 2016 | Tuesday Martes | 7 A.M. – 7 P.M. |
| November 2, 2016 Noviembre 2, 2016 | Wednesday Miércoles | 7 A.M. – 7 P.M. |
| November 3, 2016 Noviembre 3, 2016 | Thursday Jueves | 7 A.M. – 7 P.M. |
| November 4, 2016 Noviembre 4, 2016 | Friday Viernes | 7 A.M. – 7 P.M. |

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Pamela Ohlendorf
Caldwell County Elections Administrator
1403-C Blackjack St.
Lockhart, TX 78644

Ballot by mail are accepted beginning January 1, 2016 through October 28, 2016
(Votación por correo son aceptadas a partir del 1 de enero, 2016 hasta octubre 28, 2016)

Issued this the day of _____, 20 _____.
(Emitada este día _____ de _____, 20 _____.)

Caldwell County Judge: Ken Schawe

NOVEMBER 8, 2016
GENERAL ELECTIONS
CALDWELL COUNTY POLLING LOCATION

● **PRECINCT 100** **FIRST LOCKHART CONNECTION CENTER** *CITY DIST. 4*
200 S BLANCO ST
LOCKHART, TX 78644
PRECINCT COMBINE 101, 111 & 408

● **PRECINCT 103** **CITY HALL GLOSSERMAN BASEMENT** *CITY DIST. 3*
308 W SAN ANTONIO ST
LOCKHART, TX 78644
PRECINCT COMBINE 400 & 412

● **PRECINCT 104** **VFW POST 8927 HALL**
7007 S U.S. HWY 183
LOCKHART, TX 78644
PRECINCT COMBINE 102

● **PRECINCT 204** **MCMAHAN COMMUNITY CENTER**
6022 FM 713
MCMAHAN, TX 78616

● **PRECINCT 205** **DELHI COMMUNITY CENTER**
6108 STATE HWY 304
ROSANKY, TX 78953

● **PRECINCT 206** **LULING CIVIC CENTER**
300 E AUSTIN ST
LULING, TX 78648
PRECINCT COMBINE 201, 202 & 203

● **PRECINCT 301** **THREE RIVERS COMMUNITY CHURCH**
103 MAIN ST
MARTINDALE, TX 78655

● **PRECINCT 302** **MAXWELL FIREHOUSE**
9655 TX 142
MAXWELL, TX 78656

● **PRECINCT 303** **TRINITY UNITED CHURCH ANNEX**
13700 CAMINO REAL
NIEDERWALD, TX 78640
PRECINCT COMBINE 118 & 306

● **PRECINCT 305** **FENTRESS COMMUNITY CHURCH**
HWY 20/ BARBER ST
FENTRESS, TX 78622

*As approved
by
County Commissioners
Court on
August 22, 2016*

NOVEMBER 8, 2016
GENERAL ELECTIONS
CALDWELL COUNTY POLLING LOCATION

● **PRECINCT 401** **ST MARK'S METHODIST CHURCH HALL** *CITY DIST. 1*
602 E LIVE OAK ST
LOCKHART, TX 78644
PRECINCT COMBINE 105, 109, 110 & 407

● **PRECINCT 402** **ST MARY'S CATHOLIC CHURCH HALL** *CITY DIST. 2*
205 W PECAN
LOCKHART, TX 78644
PRECINCT COMBINE 108 & 409

● **PRECINCT 404** **LYTTON SPRINGS CHISHOLM TRAIL FIRE & RESCUE**
9839 FM 1854
DALE, TX 78616

● **PRECINCT 405** **DALE COMMUNITY CENTER**
47 CIVIC DRIVE
DALE, TX 78616

Judge Ken Schawe Vote: _____

Commissioner Pct. 1 Alfredo Munoz Vote: _____

Commissioner Pct. 2 Edward Moses Vote: _____

Commissioner Pct. 3 Neto Madrigal Vote: _____

Commissioner Pct. 4 Joe Roland Vote: _____



**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: September 6, 2016 | | | | |
| Department: Police | | Initials | Date | |
| Department Head: Michael Lummus | Asst. City Manager | | | |
| Dept. Signature: <i>Michael Lummus</i> | City Manager | <i>ML</i> | <i>9-2-2016</i> | |
| Agenda Item Coordinator/Contact (include phone #): Chief Michael Lummus 398-4401 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding Inter-local Agreement with Capital Area Emergency Communications District for goods and services associated with the delivery of 9-1-1 service or the Public Safety Answering Point (PSAP) for the City of Lockhart at a cost not to exceed \$1,000, and appointing the Mayor to sign the agreement. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| The Capital Area Emergency Communications District provided goods and services for Lockhart's 9-1-1 system. This is often referred to as the PSAP or Public Safety Answering Point. The cost is not to exceed \$1,000 for the FY 16-17 period. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager and Police respectfully recommend approval of the proposed agreement. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | | |
| Proposed agreement | | | | |

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

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

RECEIVED
CITY OF LOCKHART

AUG 22 2016

August 18, 2016

RCVD. BY: _____
TIME RECVD. _____

The Honorable Lew White
City of Lockhart
308 W. San Antonio St.
PO Box 239
Lockhart, TX 78644

RE: FY2017 PSAP Interlocal

Dear Mayor White:

Please find the enclosed FY 2017 PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to the address listed below by September 25, 2016. This will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

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

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

Sincerely,



Gregg Obuch
Director of Emergency Communications

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CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT
MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. CAECD has developed an *annual budget* to operate and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. The City of Lockhart ("Public Agency") is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Goods and Services

2.1. Public Agency agrees to:

(1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);

(2) upgrade its PSAP equipment and software, as authorized in the current *annual budget*, by requesting CAECD to purchase new equipment and software;

(3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;

(4) practice preventive maintenance for the PSAP equipment;

(5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *annual budget*.

(6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Section 3. Contract Price and Payment Terms

3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed **\$1,000** for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency **\$1,000** for the purchase of supplies as outlined in Section 2.1(1) of this contract.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2016 and it ends, unless sooner terminated under Section 10, on September 30, 2017.

Section 5. Performance Reports

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

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Section 6. Compliance with Applicable Law and Policy

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

Section 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.

7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.

10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Section 12. Notice to Parties

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.

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

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

Section 13. Miscellaneous

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

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

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

CITY OF LOCKHART

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By _____
Name _____
Title _____

By _____
Betty Voights
Executive Director

Date _____

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 checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Council Meeting Dates: September 6, 2016 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 9-1-2016 | |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding proposed agreement between City of Lockhart Emergency Medical Services (EMS) and Specialized Billing & Collection Systems of Texas to ensure that Specialized Billing and Collection Systems of Texas will appropriately safeguard protected health information created, received, maintained, or transmitted on the behalf of Lockhart EMS in compliance with State and Federal Laws, and appointing the Mayor to sign the document 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 attached agreement as described above is a new requirement to help safeguard the personal health information of individuals using City of Lockhart EMS services. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager and EMS Director both recommend approval of the agreement as presented | | | | |
| List of Supporting Documents: Proposed agreement with Specialized Billing & Collection Systems of Texas | | Other Departments, Boards, Commissions or Agencies: | | |

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SPECIALIZED BILLING & COLLECTION SYSTEMS OF TEXAS

Business Information Agreement – EMS Provider Between CITY OF LOCKHART EMERGENCY MEDICAL INFORMATION and SPECIALIZED BILLING & COLLECTION SYSTEMS OF TEXAS

This Business Information Agreement (“Agreement”) between **City of Lockhart EMS** and **Specialized Billing & Collection Systems of Texas** is executed to ensure that **Specialized Billing & Collection Systems of Texas** will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of **City of Lockhart EMS** in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Term.** This Agreement will remain in force and effect until the termination of the agreement for billing and collections services provided by Specialized Billing & Collection Systems of Texas to the City of Lockhart EMS, except as otherwise provided herein.

B. Obligations of the Parties

Specialized Billing & Collection Systems of Texas agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to **City of Lockhart EMS** any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to **City of Lockhart EMS** without unreasonable delay but in no case later than 30 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of **Specialized Billing & Collection Systems of Texas** agree to the same restrictions, conditions, and requirements that apply to **Specialized Billing & Collection Systems of Texas** with respect to such information;
5. Make PHI in a designated record set available to **City of Lockhart EMS** and to an individual who has a right of access in a manner that satisfies **City of Lockhart EMS'** obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by **City of Lockhart EMS**, or take other measures necessary to satisfy **City of Lockhart EMS'** obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to **City of Lockhart EMS** or an individual who has a right to an accounting within 60 days and as necessary to satisfy **City of Lockhart EMS'** obligations under 45 CFR §164.528;
8. To the extent that **Specialized Billing & Collection Systems of Texas** is to carry out any of **City of Lockhart EMS'** obligations under the HIPAA Privacy Rule, **Specialized Billing & Collection Systems of Texas** shall comply with the requirements of the Privacy Rule that apply to **City of Lockhart EMS** when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **Specialized Billing & Collection Systems of Texas** on behalf of **City of Lockhart EMS**, available to the Secretary of the Department of Health and Human Services for purposes of determining **Specialized Billing & Collection of Texas** and **City of Lockhart EMS'** compliance with HIPAA and

10. Restrict the use or disclosure of PHI if **City of Lockhart EMS** notifies **Specialized Billing & Collection Systems of Texas** of any restriction on the use or disclosure of PHI that **City of Lockhart EMS** has agreed to or is required to abide by under 45 CFR §164.522; and
11. If **City of Lockhart EMS** is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), **Specialized Billing & Collection Systems of Texas** agrees to assist **City of Lockhart EMS** in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of **City of Lockhart EMS'** Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of **City of Lockhart EMS** agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting **City of Lockhart EMS** of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to **City of Lockhart EMS** of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Specialized Billing & Collections Systems of Texas

The specific uses and disclosures of PHI that may be made by **Specialized Billing & Collection Systems of Texas** on behalf of **City of Lockhart EMS** include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by **City of Lockhart EMS** to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by **City of Lockhart EMS** to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that has been engaged to perform on behalf of **City of Lockhart EMS**.

D. Termination

1. **City of Lockhart EMS** may terminate this Agreement if **City of Lockhart EMS** determines that **Specialized Billing & Collection Systems of Texas** has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, **Specialized Billing & Collection Systems of Texas** shall retain all PHI received from **City of Lockhart EMS** for seven (7) years as required by Texas Medical Board Rule 165.1(b). After seven (7) years **Specialized Billing & Collection Systems of Texas** shall destroy all PHI received from **City of Lockhart EMS**, or created, maintained, or received by **Specialized Billing & Collection Systems of Texas** on behalf of **City of Lockhart EMS** that **Specialized Billing & Collection Systems of Texas** still maintains in any form. **Specialized Billing & Collection Systems of Texas** shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2016.

Specialized Billing & Collection Systems
of Texas
P.O. Box 691363
Houston, Texas 77269-1363
281-397-0397 or 800-999-2417
Fax 281-397-6934

City of Lockhart EMS
214 Bufkin Lane
Lockhart, Texas 78644
512-398-7320
Fax #: 512-398-3405

CITY OF LOCKHART

Signature: _____

Printed Name: Bruce Glover

Title: HIPAA Compliance Officer

Date: _____

Signature: _____

Printed Name: Lew White

Title: Mayor

Date: _____

Vance Rodgers

From: Olufs, Erik R. <EOlufs@seton.org>
Sent: Thursday, August 18, 2016 1:49 PM
To: Vance Rodgers
Subject: FW: ASPP documents TO PETER TO MAKE CHANGES 5-13-2017
Attachments: Lockhart EMS Business Information Agreement.docx

Hi Vance,

Would you like to get this in for approval? The new fiscal year is coming up in October and if we can get this verbiage corrected and submitted you will be eligible for reimbursement for the entire fiscal year 17. Karen has gotten her numbers in for this fiscal year and she said based upon her numbers Lockhart would be set to receive \$1.4 to 1.5 million in reimbursement for fy17.

I believe the attached agreement is the only thing that we lack before submitting it to HHS.

Thanks,

Erik

From: Vance Rodgers [mailto:vrodgers@lockhart-bx.org]
Sent: Tuesday, May 31, 2016 4:56 PM
To: Olufs, Erik R.
Subject: FW: ASPP documents TO PETER TO MAKE CHANGES 5-13-2017

Eric:

Please see the above...are you and your people ok with the changes by the City Attorney?

Vance Rodgers
City Manager
(512) 398-3461, ext 224
Cell (512) 376-8149
Fax (512) 398-5103

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

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.



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 6, 2016 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>[Signature]</i> | 9-1-2016 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action regarding proposed City of Lockhart EMS Collections and Write-Off Policy for emergency medical service related billings and appointing the Mayor to sign the policy if approved | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Budget | | | \$0.00 |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | |
| SUMMARY OF ITEM | | | |
| The City of Lockhart has an agreement with Specialized Billing & Collection Systems of Texas for billing and collection for EMS services. This proposed policy establishes guidelines for collections of billings and write-off valid billings for EMS services provided due to hardship. | | | |
| STAFF RECOMMENDATION | | | |
| City Manager and EMS Director respectfully recommend approval of the policy as presented. | | | |
| List of Supporting Documents: EMS Collections and Write-Off Policy | | Other Departments, Boards, Commissions or Agencies: | |

City of Lockhart

EMS Collections & Write-Off Policy

PURPOSE:

The purpose of this policy is to outline the procedures that will be used for the billing, collections and write-off ambulance receipts that have not been collected.

POLICY:

The policy of City of Lockhart to collect all receivables generated by the EMS Department Ambulance with the exception of cases where payment would create severe financial hardship. It is with this intent that the following billing policy guidelines are established.

APPLICABILITY:

This is applicable to the receipts of fees charged for the provisions of EMS services.

IMPLEMENTATION PROCEDURE:

Background

The City of Lockhart contracts with Specialized Billing & Collection Systems of Texas to provide ambulance billing and collections for ambulance services provided by the EMS Department ambulance. The City of Lockhart, as part of an agreement with the billing company, requires a standard method of pursuing collections that ensures payments are received that are owed to the City of Lockhart, based on established rates set by the City of Lockhart as allowed under federal and state medical reimbursement regulations.

Billing for Services

All patients, whether they do or do not reside in the city limits of Lockhart, and/or their financially responsible parties, insurers or carriers, will be billed for emergency medical services and/or transportation provided by Lockhart EMS according to a fee schedule established by the City Council of the City of Lockhart.

A patient who receives emergency medical services and/or transportation from Lockhart EMS is obligated, at the time of service or as soon as practicable to provide all pertinent identification, insurance and/or payment information to facilitate the City's billing of third party payment

sources for services rendered. Lockhart EMS may, at its option and shall, where required by law, bill insurers or carriers on a patient's behalf and accept payment on an assignment basis.

All patients shall be liable for any copayment or deductible amounts not satisfied by public or private insurance, and the City of Lockhart EMS shall make reasonable collection efforts for all such balances according to the most current rules or regulations set forth by applicable Centers for Medicare and Medicaid Services (CMS) policies and regulations. All Medicare patients will be billed for deductibles and copayments. Exceptions include only those instances where patient has successfully demonstrated that paying fees would cause significant financial hardship. Medicaid patients are not billed for any balances on accounts after receipt of payment from Medicaid.

The City of Lockhart through its third-party billing contractor which it has contracted for billing and/or collections for emergency medical services, may make arrangements with patients and/or their financially responsible party for installment payments of bill or forgive any bill or portion thereof, so long as the City of Lockhart determines that;

1. The financial condition of the patient requires such an arrangement; and
2. The patient and/or financially responsible party have demonstrated a willingness to make a good-faith effort towards payment of the bill.

A patient who has received emergency medical services and/or transportation services from Lockhart EMS and for whom the City of Lockhart has not received payment from a third-party payer on assignment, and who receives payment directly from a third-party payer for emergency medical services rendered by Lockhart EMS, is obligated to remit such monies to Lockhart EMS in the event Lockhart EMS has not been paid for services rendered. Patients who do not remit such monies may be held liable for cost of collections in addition to the charges for emergency medical services rendered.

Policies

The City of Lockhart EMS has direct access billing data to review a monthly balance of accounts, including all aging and current accounts, provided by the billing company software system. The City of Lockhart shall meet on a quarterly basis to reconcile outstanding balances, confirm receivables, review uncollected receivables that the billing company recommends to be written off, and review claims of financial hardship.

The City of Lockhart shall meet with the billing company at least biannually to discuss aging receivables that have had no activity within the prior 180 days. The process utilized by the billing company to pursue individual uncollected accounts shall be reviewed. The methods of collection that are considered to be fair and reasonable are; correspondence to the insurance company, the patient was insured for their medical transport, or if uninsured, document phone calls, skip tracing, emails or fax transmissions to the patient or their insurance company.

The City Manager, with the recommendation of the EMS Director, after confirming that the above policy has been met, will make a determination that an account is to be written off as an uncollected account with approval of the Lockhart City Council. This determination does not constitute forgiveness of the debt if at a future date payment is received by the billing company. The determination to write off an account shall be based upon the inability of the billing company to locate or obtain direct contact with a patient, either by mail or some other means. A list of uncollectable accounts that are determined to be written off as approved by the Lockhart City Council shall be provided by the City Manager and EMS Director to the billing company.

Collection Agency

At this time the City of Lockhart EMS does not utilize an outside collection agency to pursue uncollectable accounts.

Financial Hardship Request

Request for a waiver of a portion or all of an ambulance bill shall be submitted by the patient to Lockhart EMS; on the City's approved form for review and determination of financial conditions of the patient and ability to pay. The request may require documentation, such as hospital free confirmation, a letter from a third party such as a social worker, or a letter from the patient attesting to their hardship that has been signed under the pains and penalties of perjury.

Lockhart EMS will review all request for waivers based upon financial hardship and shall issue a recommendation to the EMS Director. The City Manager or designee will make the final determination on waivers or hardships request.

The City of Lockhart EMS Director shall notify the billing company of the decision of the City Manager or designee relative to the request for a waiver or financial hardship within ten (10) business days so that it may be documented in the accounts receivable report issued by the billing company.

Note

All information received as a result of this policy, including patient name, address, medical condition or history, and financial information is protected and may not be used as public record. Patient information is subject to compliance with Federal, State and local regulations relative to medical, personal and financial information for purpose of record retention and public records access.

**APPROVED BY LOCKHART CITY COUNCIL AND APPOINTED
MAYOR TO SIGN:**

City of Lockhart

Mayor: _____

Printed Name: Lew White

Date _____

Specialized Billing & Collection Systems of Texas

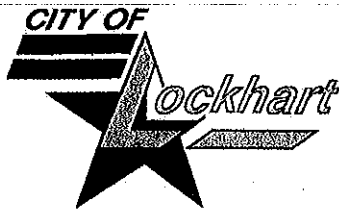
President/CEO _____

Printed Name _____

Date _____

Original date: _____

Revised date: _____



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|---|----------------------------------|---|---|
| CITY SECRETARY'S USE ONLY | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: September 6, 2016 | | | |
| Department: City Manager | | Initials | Date |
| Department Head: Vance Rodgers | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>[Signature]</i> | 9-1-2016 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action regarding proposed Ambulance Supplemental Payment Program Services Agreement with K&P Associates, Inc. dba Specialized Billing & Collection Systems of Texas whereby the company will be exclusively responsible for assisting in preparation of, review, and submittal of the required documents to be submitted to the Health and Human Services Commission (HHSC) Rate Analysis Department for participation in the Texas Ambulance Supplemental Payment Program (TASPP) and appointing the Mayor to sign the agreement if approved, and approving the City Manager's letter to HHSC if participation in the TASPP is approved. | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Budget | | | \$0.00 |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | |
| SUMMARY OF ITEM | | | |
| The Texas Ambulance Supplemental Payment Program (TASPP) offers EMS providers such as the City of Lockhart the potential opportunity to receive additional funds above the standard Medicaid rate to supplement EMS transport costs for Medicaid and uninsured patients. The proposed agreement allows the City of Lockhart EMS to participate in the program if approved. Also attached is a proposed required letter to HHSC to participate in the TASPP. | | | |
| STAFF RECOMMENDATION | | | |
| City Manager and EMS Director respectfully recommend approval of the proposed agreement and the participate letter in the TASPP. | | | |
| List of Supporting Documents: TASPP agreement and general information | | Other Departments, Boards, Commissions or Agencies: | |

**AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM
SERVICES AGREEMENT**

AGREEMENT BETWEEN CITY OF LOCKHART

AND

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

THIS AGREEMENT, hereinafter "AGREEMENT", is an amendment to the AMBULANCE (EMS) BILLING and RELATED PROFESSIONAL SERVICES AGREEMENT currently in effect with "PROVIDER" City of Lockhart Emergency Medical Services.

This amendment to the existing AGREEMENT shall be effective the _____ day of _____, 20__ by and between the 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 assisting in the preparation, review and submittal of the required documents to be submitted to Health and Human Services Commission (HHSC) Rate Analysis Department for participation in the Ambulance Supplemental Payment Program.

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 three (3) periods of one (1) additional year each 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 provide "PROVIDER" with an annual invoice indicating the total amounts collected and paid into "PROVIDER" depository account for the previous year and the amount of service fees due to "CONTRACTOR" based on the actual amounts collected.

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FEES:

“PROVIDER” shall pay a service fee of 11.5%, of total amounts collected, to “CONTRACTOR” within thirty (30) days from the date of receipt of invoice payable to “CONTRACTOR” and mailed to PO Box 691363 Houston, Texas 77269-1363.

Any disputes shall be made in writing to “CONTRACTOR” within thirty (30) days of the date of the disputed invoice is received by “PROVIDER”, otherwise CONTRACTOR'S invoice shall be deemed accurate and correct. “CONTRACTOR” shall respond to any such notice of dispute within thirty (30) 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.

DESCRIPTION OF SERVICES

“CONTRACTOR” shall assist in the development, preparation, review and submittal of the required documents to be submitted to Health and Human Services Commission (HHSC) Rate Analysis Department for participation in the Ambulance Supplemental Payment Program on behalf of “PROVIDER”.

- Advise and assist with the Eligibility Request Application
- Develop and provided necessary reports to obtain required medical billing & collection data for Annual Cost Report
- Advise and assist with the preparation of the Annual Cost Report
- Review and adjust reports as necessary to ensure compliance the HHSC rules and guidelines
- Assist with submitting other annual reports as may be required by HHSC
- Provide personnel that are certified in accordance with all rules, laws and regulations as required to participate in the Ambulance Supplemental Payment Program
- Advise “PROVIDER” of any mandatory training requirements of governmental agencies participating in the program
- Assist with any review or audit process from the Health and Human Services Commission

“PROVIDER” shall provide the following information to “CONTRACTOR” for the submittal of the Eligibility Request Application;

- An overview of the governmental agency
- A complete organizational chart of the governmental agency
- A complete organizational chart of the EMS department
- Specific geographic service area cover by agency, by zip code(s)

- Copies of all job descriptions for all staff with “PROVIDER” EMS department and an estimated percentage of time spent working for the EMS department and for other departments of the “PROVIDER”
- Primary contact person for the “PROVIDER” agency
- A signed letter documenting the governmental provider’s voluntary contributions of non-federal funds

“PROVIDER” shall provide the following information to “CONTRACTOR” for the preparation and submittal of the annual Cost Report for fiscal years ending on September 30th, which are due to HHSC within 180 days, March 31st, after the close of the applicable reporting period.

- Ensure the accuracy of all cost report data submitted to “CONTRACTOR” and provide written certification of the accuracy of such data.
- Make its internal practices, books and records relating to all cost report data provided to “CONTRACTOR” available to ensure the accuracy of such data
- Comply with the policies and procedures for submitting documentation as required to participate in the Ambulance Supplemental Payment Program
- Shall be responsible for any over-payments in the event of an audit of the cost report
- Participate in any review or audit process from the Health and Human Services Commission

TERMINATION:

During the term of this AGREEMENT the “CONTRACTOR” and/or “PROVIDER” may terminate this AGREEMENT, without cause, after first giving ninety (90) 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. For cases of default, either party shall be given at least thirty (30) days written notice to cure any alleged default prior to cancellation for cause.

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.

EFFECTIVE DATE:

This AGREEMENT shall be effective the _____ day of, _____ 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: _____

Title: _____

Address: PO Box 691363

City: Houston

State, Zip: Texas 77269-1363

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

Agent for PROVIDER:

Signature: _____

Printed Name: Lew White

Title: Mayor

Address: P O Box 239

City: Lockhart

State, Zip: Texas 78644

Phone #: 512-398-3461



Texas Health and Human Services Commission (HHSC)

Ambulance Services Supplemental Payment Program (ASSPP) for Governmental Entities



Cost Report Training for FFY 2015

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TEXAS

Health and Human Services Commission

[Rate Analysis](#) >> [Acute Care Services](#) >> Ambulance Services

Ambulance Services

General Information

Ambulance Services are nonemergency and emergency patient transports that are reimbursed by Texas Medicaid. These services include out-of-hospital acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries which prevent the patients from transporting themselves. To enroll in the Texas Medicaid Program, ambulance providers must operate according to the laws, regulations, and guidelines governing ambulance services. More information about these services may be found in the Ambulance Services Handbook portion of the Texas Medicaid Provider Procedure Manual located on the [Texas Medicaid and Healthcare Partnership \(TMHP\)](#) website.

Reporting Information

- [2015 Cost Report Information](#)
- [2014 Cost Report Information](#)
- [2013 Cost Report Information](#)

Contacts

Note: Rate Analysis staff can assist you with questions concerning only payment rates for the specified services. They are not able to answer other types of questions, such as the status of payment for services rendered or questions involving eligibility for care services.

If you have questions regarding Ambulance Services fee for service payment rates, please call the Rate Analyst on the [Contacts List](#).

If you have questions regarding Ambulance Supplemental payments program, please call the Rate Analyst on the [Contacts List](#).

If you have questions regarding Ambulance Services program/policy issues, please call the TMHP Contact Center on the [Contacts List](#).

Methodology / Rules

The [Ambulance Services program rules](#) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 354, SubChapter A, Division 9, Rule 1111, 1113, and 1115.

[Reimbursement rules applicable to Ambulance Services](#) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 5, Rule 8081 and Division 31, Rule 8600.

The fee schedules and any periodic adjustment(s) to the fee schedules are published in banner messages contained in provider Remittance and Status (R&S) reports, Medicaid Bulletin articles, web postings, provider manual, fee schedules or other provider notification.

Ambulance Supplemental Payment Program

General Information

Governmental ambulance providers may receive a supplemental payment if the governmental ambulance provider's allowable costs exceed the fee-for-service revenues received during the same period. An approved ambulance provider that meets the required enrollment criteria may receive supplemental payments up to reconciled costs with the submission of an annual cost report. Cost reports will be based on a cost to billed charge ratio methodology.

Eligibility for Ambulance Supplemental payment program

A governmental ambulance provider must submit a written request for a supplemental payment by regular mail or special mail delivery to the HHSC Rate Analysis Department. The request, if acceptable, will be effective the first day of the month after the request is approved.

View the [Application Request Criteria](#)

Notices

View a list of important notices regarding the [Ambulance Services Supplemental Payment Program \(ASSPP\)](#)

Uncompensated Care (UC) Payment Schedules

The finalized *Uncompensated Care (UC) Payment files* displays the final payments which include payment reductions made to remain within the aggregate limit (maximum funding) for each demonstration year (DY) within the waiver period.

- View the [FFY 2014 \(DY3\) UC Payment](#) information
- View the [FFY 2013 \(DY2\) UC Payment](#) information
- View the [FFY 2012 \(DY1\) UC Payment](#) information

Payment Rate Information

Payment rate information is published by procedure code in the applicable [Texas Medicaid Fee Schedule](#) located on the Texas Medicaid & Healthcare Partnership (TMHP) website (see Fee Schedules).

Training Information

View the [Cost Report Training information](#)

Contact Rate Analysis

[Send email to Rate Analysis](#)

Updated: August 31, 2016



(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644

September 8, 2016

Texas Health & Human Services Commission
Ambulance Supplemental Payment Program
Sandra Brabandt – Rate Analyst
PO Box 149030
MC: H-400
Austin, Texas 78714-9030

Re: Contributions of the non-federal share of payments to public ambulance providers

Dear Ms Brabandt;

I am the City Manager of the City of Lockhart. As such, I am personally knowledgeable of the facts in this letter, and I am authorized by the Mayor and City Council to affirm these facts on behalf of the entity.

The City of Lockhart is a Council-Manager form of government organized under the laws of the State of Texas. It is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds.

The City of Lockhart has voluntarily agreed to certify public expenditures for use as the non-federal share Medicaid payments to the provider listed in this letter. *The City of Lockhart is*

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not required by the State of Texas to make this certification of public expenditures. The City of Lockhart did not certify the funding of the non-federal share of these payments prior to October 1, 2008.

For the Emergency Medical Service ambulance services program (as described on page 1b of Attachment 4.19 B of the Texas Medicaid State Plan), The City of Lockhart will provide the certification of the non-federal share of their payments annually by the submission of the approved cost report.

The City of Lockhart will continue to provide the funding described in this letter.. In the event the City of Lockhart appropriates additional funds for this program at that time, I will notify you by letter of that decision.

Please contact me at 512-398-3461 should you have any questions regarding this matter.

Sincerely,



Vance Rodgers
City Manager



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---|---|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: September 6, 2016 | | | | |
| Department: Finance | | | Initials | Date |
| Department Head: Jeff Hinson | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | | <i>[Signature]</i> <i>9-2-2016</i> |
| Agenda Item Coordinator/Contact (include phone #): Jeff Hinson 398-3461 x232 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or Action to Consider Approval of a Resolution Approving the Investment Policy for the City of Lockhart, Texas | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| The Texas Public Funds Investment Act requires governing bodies of an investing entity to adopt and annually review a written investment policy and approve any changes to the policy. There was one change concerning investment training to the investment policy for 2016. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends City Council approve the resolution. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | | |
| Copy of the document and resolution. | | | | |

RESOLUTION 2016-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOCKHART, TEXAS APPROVING THE INVESTMENT
POLICY FOR THE CITY OF LOCKHART, TEXAS**

WHEREAS, the Texas Government Code, Chapter 2256. Public Funds Investment, known as the Texas Public Funds Investment Act, authorizes investments for governmental entities, and

WHEREAS, Section 2256.005 of the Texas Public Funds Investment Act requires governing bodies of an investing entity to adopt a written investment policy and annually review and approve any changes to the investment policy, and

WHEREAS, the City of Lockhart's existing investment policy requires changes and revisions to maintain compliance with the Texas Public Funds Investment Act.

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

The Investment Policy of the City of Lockhart which is attached hereto and incorporated herein for all intents and purposes is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of September, 2016.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, City Secretary

Peter Gruning, City Attorney

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CITY OF LOCKHART INVESTMENT POLICY

September, 2016

I. POLICY

It is the policy of the City of Lockhart (hereinafter the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue for City funds. The City's investment portfolio shall be designed and managed in a manner designed to provide safety and security of principal invested, provide for adequate liquidity in order to meet cash flow needs, utilize diversification to lower risk, be responsive to public trust, and to remain in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * **Safety** and preservation of principal,
- * Maintenance of sufficient **liquidity** to meet operating needs,
- * **Diversification** of investments,
- * **Public trust** in prudent investment activities, and
- * Optimization of **interest earnings** on the portfolio

II. PURPOSE

The purpose of this investment policy is to comply with Chapter 2256 of the Government Code ("Public Funds Investment Act"), which requires each governmental entity to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund,
- Special Revenue Funds,
- Capital Projects Funds,
- Enterprise Funds,

- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately,
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately, and
- Any new fund created by the City, unless specifically exempted from this Policy by the City or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under retirement and deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as an optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, payments to vendors in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - Limiting investments to the safest types of investments
 - Pre-qualifying the financial institutions and broker/dealers with which the City will do business
- Interest Rate Risk – the City will minimize the risk that interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.

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- Investing operating funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of local government investment pools or money market mutual funds that offer same-day liquidity. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

Diversification

Diversification of investments within the portfolio by type, maturity and market sector and by the use of a number of broker/dealers so that potential losses from individual issuers will be minimized.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings)

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. RESPONSIBILITY AND CONTROL

Legal Limitations, Responsibilities and Authority

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, of the Texas Government Code, (the "Act"). The Act is attached as Exhibit A. All investments will be made in complete accordance with this statute.

Delegation of Authority

In accordance with the Act, the City Council designates the City Manager and the Finance Director as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions

on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investing officers is effective until rescinded by the City Council.

Quality and Capability of Investment Management

The City shall provide periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

Training Requirement

In accordance with the Act, designated Investment Officers shall attend an investment training session not less than once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date and shall receive not less than 8 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an approved independent source. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include specific Public Funds Investment Act training associated with educational programs, workshops, seminars and conference sponsored by, but not limited to, the following entities: the Texas Municipal League (TML), International City Managers Association (ICMA) Government Finance Officers of Texas (GFOAT) and the Government Treasurers Association of Texas (GTOT). The City of Lockhart may not utilize investment training provided by or sponsored by any business organization with whom the City may engage in an investment transaction.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following areas:

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.

- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third party custodian.

Prudence

The standard of prudence to be applied by the Investment Officers shall be the “prudent investor rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the City.

Indemnification

The Investment Officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized for

investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

Authorized Investments

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner and amount provided by law for deposits of the City.
3. Fully collateralized direct repurchase agreements and reverse repurchase agreements with a defined termination date, not to exceed 120 days to maturity, secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Bond Market Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed.
4. Money Market Mutual funds that are 1) no-load, 2) registered and regulated by the Securities and Exchange Commission, 3) have a dollar weighted average stated maturity of 90 days or less, 4) rated AAA by at least one nationally recognized rating service, and 5) seek to maintain a net asset value of \$1.00 per share.
5. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.

Investments will be monitored on a monthly basis for any loss of required minimum rating and all prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Investments Not Authorized

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

Maximum Maturities

The longer the maturity of investments, the greater their price volatility, therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks (example: commercial paper),
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City's total portfolio:

| | |
|---|-------------------|
| 1. U.S. Treasury Securities..... | 100% |
| 2. Agencies and Instrumentalities | not to exceed 50% |
| 3. Fully insured or collateralized CD's..... | not exceed 50% |
| 4. Repurchase Agreements* | 80% |
| 5. Money Market Mutual Funds | 60% |
| 6. Authorized Local Government Investment Pools | 100% |

*Excluding flexible repurchase agreements for sweep accounts and/or bond proceeds investments

VIII. SELECTION OF BANKS AND DEALERS

Depository

At least every five (5) years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

Authorized Brokers/Dealers

The City shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide, 1) a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation, and 2) a certification stating the firm has received, read and understood the City's investment policy and agree to comply with the policy. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the City's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for: a) transactions with money market mutual funds and local government investment pools and b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution. The Finance Director shall develop and maintain procedures for ensuring a competition in the investment of the City's funds.

Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third party bank approved by the City.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The City shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities,
- Direct obligations of the state of Texas or its agencies and instrumentalities,
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less,
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A, and
- A letter of credit issued to the City by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

Performance Benchmark

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days.

XI. INVESTMENT STRATEGY

From an overall basis, the City intends to follow a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal, and
- Cash flow needs of the City require that the investment be liquidated.

The City of Lockhart maintains one investment portfolio in which all funds under the City's control are pooled for investment purposes. Within the pooled portfolio are different fund components, each having an investment strategy as described below:

1. Investment strategies for maintenance & operating funds are to assure that anticipated cash flows are matched with adequate investment maturities to maintain sufficient liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-term securities or certificates of deposit in a laddered structure or utilizing authorized money market mutual funds or investment pools that function as money market mutual funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each security.

2. Investment strategies for the debt service funds shall have as the primary objective the assurance of investment liquidity to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated maturity date that exceeds the debt service payment date.
3. Investment strategies for general reserve and debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to medium term maturities.
4. Investment strategies for capital improvement, construction or special projects funds will have as their primary objective the assurance that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include highly liquid securities and investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

XII. REPORTING

Methods

The Investment Officer shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- A listing of the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

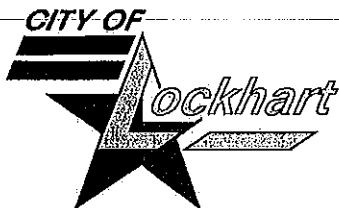
An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the governing body.

Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City Council. It is the City's intent to comply with state laws and regulations. The City's investment policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually, approving any changes or modifications.



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY X Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Purchasing | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | Reviewed by Budget | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: September 6, 2016 | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: Planning | | Initials | Date |
| Department Head: Dan Gibson | Asst. City Manager | | |
| Dept. Signature: <u>Dan Gibson</u> | City Manager | <u>[Signature]</u> | <u>9-2-2016</u> |
| Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE | | | |
| CAPTION | | | |
| Discussion and/or action to consider an Agreement for Professional Services with Freese and Nichols, Inc., for consulting services to update the impact fee land use assumptions and road impact fee capital improvements plan, and authorize the city manager to sign it on behalf of the City. | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED | | | |
| SUMMARY OF ITEM | | | |
| <p>State law and City ordinance requires that the impact fee land use assumptions, capital improvement plans, and fees be updated every five years unless the City Council determines that such update is not necessary. The impact fees were initially adopted in 2002, and the last update was done in 2007. At the next five-year anniversary in 2012, the council determined that an update was not necessary due to little change in project priorities or construction costs. However, there has been a significant change in both since then, and on April 19, 2016, upon a recommendation from the Impact Fee Advisory Committee, the Council voted to direct staff to employ consultants to assist with the necessary updates for adoption in 2017. Although employed by other firms at the time of the last update, the same consultants are now with Freese and Nichols, Inc., and have proposed the attached Agreement for Professional Services to do the land use assumptions and road impact fee capital improvements plan (CIP). They are already familiar with our impact fee documents and ordinance, and propose a fee of \$40,925, which is less than the fee the City paid for the same services ten years ago. The city engineer, Charles Scheler and his staff at TRC, will prepare the water and wastewater CIP's concurrently with Freese and Nichols' work on the road impact fee CIP, and prior to amending Chapter 31 "Impact Fees" of the Lockhart Code of Ordinances to adopt the new fees. The consultant fees will be paid from the current impact fee revenue accounts, as provided by State law.</p> | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends that the Council approve the agreement for consulting services and authorize the city manager to sign it on the City's behalf. | | | |
| List of Supporting Documents: Agreement for professional services by Freese and Nichols, Inc. | Other Departments, Boards, Commissions or Agencies: None. | | |

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AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Lockhart, Texas hereinafter called "CITY" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: CITY agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; CITY agrees to pay to FNI compensation. The Project is described as follows: **Roadway Impact Fee Study Update**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of CITY which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** CITY agrees to pay FNI for all professional services rendered under this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$40,925.

If FNI's services are delayed or suspended by CITY, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the CITY and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of _____, 2016.

ATTEST:

City of Lockhart, Texas
(CITY)

By: _____

Print or Type Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

Suzanne M. Johnson

By: *[Signature]* _____

John Dewar, P.E., S.E., Vice-President

Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

SCOPE OF SERVICES

This Scope of Work addresses the requirements, as per Chapter 395 of the Texas Local Government Code, for the update of land use assumptions and roadway impact fees in Lockhart, Texas. For the system update, key study elements include; the preparation of land use assumptions (to also be used for update of water/waterwater impact fees by others), capital improvement plans (CIP) and associated CIP costs, the calculation of the associated cost per service unit, and the update of the service unit equivalency table.

A public process facilitated through a Impact Fee Advisory Committee (IFAC) will assist to guide the preparation of the land use assumptions and capital improvement plans. A public hearing process with the City Council will consider impact fee collection rates and conclude the conduct of study. The City of Lockhart will support to coordinate the preparation and submittal of necessary resolutions, ordinance language, and public noticing throughout the study process.

Task A. Project Kick-off and Land Use Assumptions

This task is dedicated to project initiation and the development land use assumptions for the impact fee update. The impact fee capital improvement plan is required to be based upon a set of adopted land use assumptions which includes a "description of the service area(s) and projections of changes in land use, densities, intensities, and population in the service area over at least a ten-year period." Although no particular format is specified in the State statute, the key component of the land use assumptions include; description and analysis of existing conditions, determination of service area(s) for capital facilities, ten-year growth projections, and discussion of an ultimate or "build out" development scenario. The ten-year growth period is critical to the cost calculation for impact fees.

The following tasks are included:

- A1. Project Kick-off and identification of Data Needs: FNI will conduct an initial conference call with the City to review proposed scope of services, approach, goals and deliverables of the study. FNI will provide the City with a Data Request Memorandum identifying data needs from all components of the impact fee study. The meeting will include discussion of the following:
- Present and discuss methodology and approach
 - Scheduling and project coordination
 - Information and data needs from the City
 - A review of recent and proposed developments/future growth in the City and planning area
 - Identification of potential CIP projects for consideration into the impact fee system
 - Impact Fee Advisory Committee and Meetings
 - City Coordination for resolutions/postings and public hearings
 - Coordination of final documentation

We anticipate a total of five (5) meetings throughout the study process and include the following; Impact Fee Advisory Committee (3), City Staff (1), City Council/Public Hearing (1).

Documents will be prepared as part of the study process and be presented to the City and Impact Fee Advisory Committee (IFAC). To reduce overall project costs throughout the study process, electronic

documents (PDF format) will be provided to the City for reproduction and dissemination to the Steering Committee and City Council. At project conclusion, one (1) final sealed hardcopy report containing all components of the impact fee study will be submitted to the City. An electronic version of the file (PDF format), will also be provided.

- A2. Conduct Impact Fee IFAC Meeting #1: FNI will present an overview of impact fees to the IFAC and/or City Council to provide a background to Chapter 395 of the Texas Local Government Code. The presentation will include definitions, guidelines and examples, as well as other basic impact fee information. The presentation will also include a discussion of existing and future population growth rates of the city. The community rate of growth is typically based upon a synthesis of historic growth rates, current residential building permits, consideration of approved developments and/or area development activity. For budget purposes as well as to expedite the planning process, it is assumed that a growth rate will be recommended by the IFAC at the outset of the study.

Task Action Required: Identification of appropriate growth rates for use in preparation of the impact fee land use assumptions.

- A3. Coordinate Impact Fee Service Areas: The land use assumptions report will be prepared to address the service area structure for roads, water and wastewater and conform to appropriate legislative mandates. The previous service area structure will be reviewed for conformity with statutory limitations and limits. After approval, maps depicting each will be prepared for the report.
- A4. Prepare Existing Land Use Assumptions (LUA) Database: Existing population and employment estimates (Year 2017) will be prepared by the various service areas. The information will be presented in tabular form with an explanation of the methodology/approach in a technical memorandum. The City will support this task effort with providing data of development approvals (dwelling units and or square feet of non-residential development) since the last impact fee update.
- A5. Preparation of Ten-Year Growth Assumption: A ten-year projection (2027) of population and employment will be prepared for the various service area(s) based on a growth rate established in Task A2. Projections will also be made for housing units within each service area. If available, FNI will also use water billing records and input from the City's staff to develop future 10-year projections for residential and commercial land uses. The City will support this task effort with providing data of recently approved or anticipated development activity over the 10-year period.
- A6. Land Use Assumption Report: A draft report will be prepared documenting the methodology and results for review by the City. Subject to review, a revised draft will be prepared and made available for use to the IFAC. Final LUA documentation will be incorporated into the final study report for use in the Public Hearing on Land Use Assumptions for Impact Fees.
- A7. Conduct Impact Fee IFAC Meeting #2: FNI will present the final Land Use Assumptions to the IFAC. This task will run concurrent with Task B7.

Task Action Required: Approval of draft Land Use Assumptions prior to calculating cost per service unit calculations.

- A8. Public Hearing Presentation (Public Hearing #1): FNI will present the final Land Use Assumptions to the City Council as part of the Public Hearing on Land Use Assumptions and Capital Improvements Plan (concurrent with Task B14).

Task B. Roadway Impact Fee Study

- B1. Conduct Impact Fee IFAC #1 (Overlap with Task A2): FNI will present an overview of the roadway CIP development, methodological approach, and calculation of the cost per service unit. The presentation will include definitions, guidelines and examples, as well as other basic impact fee information.
- B2. Update Roadway Impact Fee Service Areas: FNI will update a service area structure based on the review of the following information; conformance with legislative requirements (six-mile maximum), existing service area structure, and current city limits. Following the completion of this task, City Staff will review and approve the service area structure prior to commencement of supplemental tasks. It is assumed that the retention of one service area structure will be prepared for this task. (Task correlation with A3.)
- B3. Existing Roadway Inventory and Analysis: FNI will assemble an inventory and analysis of existing major roadways, by service area (Task B2) in the city. The inventory will contain the following information of existing collector and arterial status roadways; roadway segment name and limits, length (in miles), number of lanes, facility type (divided, undivided) and functional classification (arterial, collector).

An existing conditions analysis will be prepared to calculate capacity provided and utilized of existing capital improvements within the city. Any roadway deficiencies identified will be summarized by service area for use in the capital improvements analysis. The existing conditions analysis relies on PM peak hour directional traffic volume. FNI will collect such traffic count data at up to twenty-five (25) locations throughout the city. If there is the need for additional traffic count data, the client will be notified and a written request of such need and additional cost will be provided.

- B4. Determination of Projected Roadway Demand: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the study process. The service unit equivalency table updated in Task B9 will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period.
- B5. Update Roadway Capital Improvements Program: The impact fee capital improvements program (CIP) will be updated incorporating growth considerations over the ten-year plan period, the City Thoroughfare Plan, fiscal constraints and City Staff input. The current CIP will be initially evaluated to determine if excess capacity remains on individual projects. Impact fee CIP projects that do not contain excess capacity will be removed from the program.

Based on projected growth needs, recommendations for program modifications will be prepared and submitted to the City/IFAC for consideration. Cost information for both current and proposed capital projects will be collected and developed for inclusion into an updated CIP database. For completed projects (identified as part of the previous impact fee system CIP), incorporation of actual cost data (city incurred construction, engineering and right-of-way costs) will be included, as per legislative requirements. The City will provide cost data of completed roadway projects. For projects additions to CIP, appropriate historic unit cost data will be collected from the City and used as a basis for cost estimates to be prepared by FNI.

It is assumed that one (1) impact fee CIP scenario will be prepared as part of this study effort.

- B6. Meet with City to Review Capital Improvement Plans: FNI will prepare maps depicting existing and proposed system improvements eligible for impact fees, and will conduct a conference call with the City to review projects and to obtain comments. (Concurrent with Task B8.)
- B7. Conduct Impact Fee IFAC #2: FNI will present the proposed CIP to the Impact Fee Advisory Committee (concurrent with Task A7).

Task Action Required: Approval of draft impact fee CIP prior to calculating cost per service unit calculations.

- B8. Roadway CIP Database Update and Maximum Fee Calculation: Impact fee CIP project data will be compiled and input into a roadway projects database. This database will be prepared by service area and include the following information:

- Roadway segment name and limits.
- Number of lanes, length and facility type.
- Project cost information (construction, engineering, ROW, debt service).
- Capacity provided by CIP projects, utilized and percent attributable to new development.
- Project cost attributable to new development.

Impact fee legislation dictates that a plan for awarding a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period be developed. In the alternative, a credit equal to 50% of the total projected cost of implementing the capital improvements plan may be given. Consistent with previous system updates, this study will assume a 50% credit to the CIP and no additional finance analyses will be needed.

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the City. In addition to the discussion of the resultant cost per service unit, a comparison of the calculated unit cost will be made with area peer cities. City Staff and/or the IFAC will identify up to eight (8) area cities for benchmark comparison (concurrent with Task B11).

- B9. Update Service Unit Equivalency Table (SUE) for Roadway System: FNI will update the listing of service unit equivalencies for major land uses within the categories of residential, office, commercial, industrial and institutional uses. The service unit generation rate will be based on the number of primary trips generated by the land use during the peak hour and the average trip length of each trip. Trip rate information will be based on data contained in the Institute of Traffic Engineers *Trip Generation*, 9th Edition. Trip length data will be based on available data from the local MPO, US Census data and/or other published data of the area.
- B10. Develop Draft Roadway Impact Fee Report: FNI will prepare a draft report documenting analyses, the updated CIP and its associated cost, the maximum cost per service unit (by service area), and the updated land use equivalency table. An electronic version of the draft report (PDF format) will be provided for reproduction purposes by the city.
- B11. Meet with City to Review Draft Impact Fee Report: FNI will meet with the City to discuss the Draft Impact Fee Report. The City will provide a consolidated set of written comments to the draft report for incorporation into a draft final version of the report (electronic PDF version provided) for reproduction and distribution to the IFAC.

B12. Conduct Impact Fee IFAC Meeting #3: FNI will present the results of the Impact Fee Study to the IFAC. In addition to the discussion of the resultant cost per service unit, a comparison of the unit cost to area cities will also be provided.

Task Action Required: Recommendation to the City Council of the collection rate for the cost per service unit prior to initiating the public hearing process.

B13. Finalize Roadway Impact Fee Report: Based on IFAC comments, FNI will finalize the Roadway Impact Fee report. To reduce project costs, an electronic document (PDF format) will be provide to the City for reproduction and dissemination to the City Council. One (1) final hardcopy report containing all components of the impact fee study will be submitted to the City.

B14. Present Land Use Assumptions, Capital Improvements Plan and Roadway Impact Fee at Public Hearing (#1): FNI will attend Public Hearing to present the LUA, CIP and cost per service unit calculation and will be available to discuss or answer questions pertaining to the analysis of the updated impact fees. (This task runs concurrent with Task A8, presentation of the Land Use Assumptions.) At this hearing, it is anticipated that City staff will present recommendations on the adoption of the impact fees report and associated ordinance materials to the City Council.

The City will lead in the development of the impact fee ordinance. FNI will assist the City in the update of the impact fee ordinance through review and/or provision of examples from other Texas cities.

Meetings

This scope of services has assumed FNI's attendance and participation at five (5) meetings. This includes three (3) meetings with the Impact Fee Advisory Committee, one (1) with City Staff and one (1) Public Hearing.

FNI is certainly able to attend additions meetings as deemed appropriate by the City (at the direction of the IFAC or the City Council), however such meeting would be at additional expense, concurrent with FNI staff labor rates and expenses at the time of performance. The estimated cost per meeting could range from \$1,500-\$3,000 per meeting and is dependent upon the scope and depth of potential requested work. At the time of performance, a more detailed estimate will be provided.

Project Schedule

The schedule for completing the technical elements of the study is estimated to be between 4-6 months. This timeframe is dependent on the ability of City Staff and IFAC to provide feedback to all project submittals. Given that a public hearing process requires 30-day public notice periods, the overall study time frame is expected to take between 7-8 months.

Project Fee

The overall fee for the update to Land Use Assumptions and the Roadway Impact Fee will be a lump sum of \$40,925. The estimated breakout of cost by task element is as follows:

- Task A: Impact Fee Land Use Assumptions (\$4,200)
- Task B: Roadway Impact Fee Update (\$36,725)

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if requested and authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. GIS mapping services or assistance with these services.
- B. Providing renderings or mock-ups, as requested by the CITY.
- C. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, assessment schedules, and material audits or inventories required for certification of force account performed by CITY.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to CITY in preparation for hearings before courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any court, arbitration panel or mediator.
- F. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- G. Visits to the site in excess of the number of trips included in Article I for site visits, coordination meetings, or contract completion activities.
- H. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- I. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

A cost estimate for any requested additional services will be provided by FNI and agreed to in writing by the CITY prior to the commencement of work.

ARTICLE III

TIME OF COMPLETION: The schedule for completing the technical elements of the study is estimated to be between 4-6 months. This timeframe is dependent on the ability of City Staff and IFAC to provide feedback to all project submittals. Given that a public hearing process requires 30-day public notice periods, the overall study time frame is expected to take between 7-8 months.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF CITY: As the City of Lockhart will serve as a conduit for information, the City shall provide information pertaining to applicable ordinances, studies, available data or development plans. If data is required from other public agencies, the City will assist in making requests for such data. When possible, electronic information should be obtained for purposes of overlaying such data with other information in geographic information systems (GIS).

The City shall perform the following tasks:

- A. Coordinate meeting times and places, including notifying each study team member.
- B. Review and comment on Consultant recommendations.
- C. Publish all public hearing notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as the MPO (if necessary) for data and/or assistance, as may be appropriate and relevant to the impact fee program.
- E. Provide current base mapping of the city. FNI will use existing base mapping data in our files unless the City provides updated information.
- F. Any available long-range travel forecasts (city, TXDOT or MPO) to assist in the preparation of the Capital Improvements Program.
- G. Any unit cost and/or projected total roadway costs for proposed impact fee projects. Projects cost should be broken into construction, engineering, right-of-way and debt service. Any previous collections by the City should also be submitted. Engineering unit cost information should resemble facility types depicted on the City Thoroughfare Plan. Historic costs should be provided for the development of unit cost data for costs estimates and/or those projects intended for recoupment.
- H. Coordinate with FNI with respect to traffic count locations.
- I. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.
- J. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- K. Give prompt written notice to FNI whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and CITY designate the following representatives:

City's Designated Representative –

Name: _____
Address: _____

Phone: _____
Email: _____

City's Accounting Representative –

Name: _____
Address: _____

Phone: _____
Email: _____

FNI's Designated Representative –

Edmund Haas, AICP
2711 North Haskell Avenue, Suite 3300
Dallas, Texas 75204
(214) 217-2321
EH@freese.com

FNI's Accounting Representative –

Stephanie Steinmetz
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
(214) 217 2212
[Stephanie Steinmetz@freese.com](mailto:Stephanie.Steinmetz@freese.com)

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term City as used herein refers to the City of Lockhart, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** City, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

| | | |
|--|---------|-------------------------------|
| Commercial General Liability | | Workers' Compensation |
| General Aggregate | \$2,000 | Each Accident |
| | | \$500 |
| Automobile Liability (Any Auto) | | Professional Liability |
| CSL | \$1,000 | \$3,000 Annual Aggregate |

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and City.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
- 9. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of

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FNI
CITY

labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

10. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CITY and in acceptance of the services as satisfactory by the CITY. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

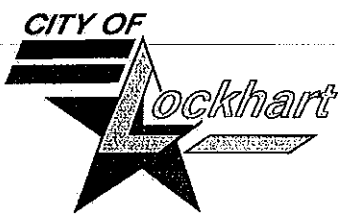
If CITY fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CITY, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

"If CITY disputes a statement of services completed by FNI, CITY will give FNI written notice explaining the basis for the dispute within ten (10) business days of receiving the statement of services. CITY will pay undisputed amounts in the statement that are owed for FNI services in the manner described in the preceding paragraph. The Parties will act in good faith to resolve the disputed services and/or amounts in the statement. If the dispute is not resolved within 30 days of FNI's receipt of notice of the dispute, the parties agree to mediate the dispute prior to either party filing a legal action against the other."

11. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
12. **SUCCESSORS AND ASSIGNMENTS:** CITY and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither CITY nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

13. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|---|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: September 6, 2016 | | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: Planning | | Initials | Date |
| Department Head: Dan Gibson | Asst. City Manager | | |
| Dept. Signature: <i>Dan Gibson</i> | City Manager | <i>[Signature]</i> | <i>9-2-2016</i> |
| Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> NONE | | | |
| CAPTION | | | |
| Discussion and/or action to consider an Appeal by Cruz Reyna of the Planning and Zoning Commission's denial of a requested variance to Chapter 52 "Subdivision Regulations", Article III "Design Standards", Section 52-77 "Sidewalks", to waive the requirement to construct a four-foot wide public sidewalk along the existing street frontage of Reyna Acres, a subdivision consisting of two lots on 4.972 acres zoned RLD Residential Low Density District and located at 1545 Lover's Lane. | | | |
| FINANCIAL SUMMARY | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| SUMMARY OF ITEM | | | |
| A subdivision plat was submitted to divide 4.972 acres along Lover's Lane into two lots. The subdivision standards require construction of a minimum four-foot wide public sidewalk along both sides of collector and arterial streets. Lover's Lane in this location is designated on the Lockhart 2020 Thoroughfare Plan as segment of a future arterial street. The owner agreed to dedicate his portion of the additional right-of-way needed for a future arterial street on the plat, but requested a variance to waive the requirement to construct the sidewalk along the property frontage. The Planning and Zoning Commission approved the plat, but denied the sidewalk variance and suggested that the owner still had the option of paying a fee in lieu of constructing the sidewalk at this time as provided in Section 52-77(e)(2), which states that the subdivider may, at the City's discretion, pay a fee based upon an estimated cost per linear foot provided by the City, or by the subdivider's engineer and accepted by the City. Our cost estimate, in today's dollars, for constructing the 365.16 linear feet of sidewalk at \$25.00 per linear foot is \$9,129.00. Mr. Reyna is appealing the Commission's denial of the variance and requests that you reverse their decision. Although the written appeal from Mr. Reyna mentions a previous plat where the Commission approved a similar variance in July for a plat at 820 North Blanco Street, the circumstances of that property and surrounding neighborhood were entirely different, and the variance could be justified on grounds that don't apply in this case. | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends that the Council UPHOLD the decision of the Planning and Zoning Commission. | | | |
| List of Supporting Documents: | Other Board or Commission Recommendation: | | |
| Letter of appeal from the owner, Map, Plat layout, Plat application form, Pages 5 & 6 of August 10 Planning and Zoning Commission Minutes | The Planning, and Zoning Commission voted at their August 10 meeting to approve the plat, but denied the variance and recommended the applicant pay a fee in lieu of constructing the sidewalk. | | |

PZO

City Council of Lockhart
P.O. Box 239
Lockhart, Tx 78644.

August 18, 2016

Subject: Wave requirement in Section 52-77 to provide a public sidewalk on both sides of 1545 Lover's Lane Lockhart, TX a future Arterial street.

To whom it my concern:

This portion of Lover's Lane is designated as a future arterial street that is part of a loop around the city on the Thoroughfare Plan. Therefore, subsection 52-77(b) requires that a sidewalk be installed along the Lover's Lane street frontage as part of this subdivision plat request. Currently, there are no other sidewalks in the area. Without the right-of-way dedication for the future arterial street, the drainage ditch currently occupies almost all of the available right-of-way. The 21-foot right-of-way dedicated to widening of Lover's Lane would require the sidewalk to be constructed deeper into the lots. *In addition, the future transition of Lover's Lane from its existing condition to a future arterial street would be an extensive road construction project that would likely involve curbing, storm drainage infrastructure and elevation changes that would require any sidewalk installed now be demolished and reconstructed as part of the arterial street project. Requiring the owner to construct the improvements at this point would be premature, so approval of the variance request is appropriate.*

Reasons to wave requirement: No other sidewalks within 1.3 miles of the Lover's Lane property in question. The Feasibility of redirection and expansion of Lover's Lane hasn't been studied yet, so there is no way to know where to build sidewalks or a time frame of when construction might start or if the 2020 Plan will come to fruition.

Similar Variance Granted : 820 N. Blanco St. Lockhart, TX

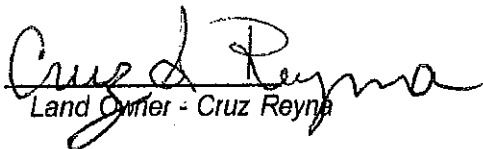
Reference: Variance # FP-16-01 was Granted on July 13, 2016

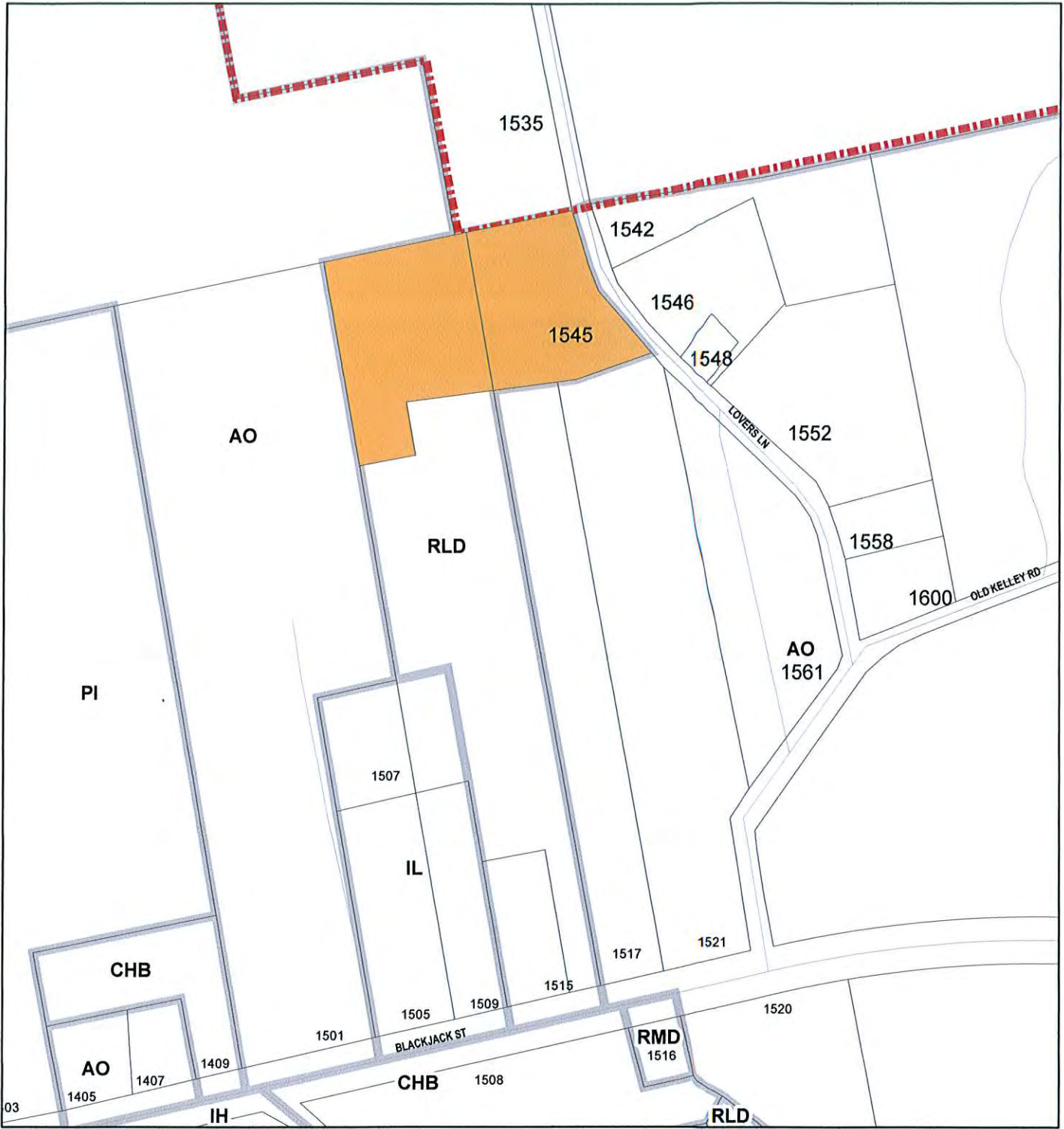
I visited this site and found no adjacent sidewalks within .2 miles of 820 N. Blanco St. Lockhart, TX and .3 miles in the opposite direction.

With that being said I feel the counsel should consider waving the request at this time for the land owner to pay \$9,129.00 Fee in Lieu of sidewalk construction to construct a sidewalk in the not so certain location or future 2020 Plan.

Thank You for your time.

Sincerely,


Land Owner - Cruz Reyna



FP-16-02

REYNA ACRES

FINAL PLAT



scale 1" = 300'



Subject Property



City Limits

122

Alejandro Gutierrez
Volume 474 Page 273
Official Records
called 19.367 ac.

James Bagwell et ux
Inst. #2015-000922
Official Records
called 12.328 ac.

rd Lockhart Survey A-17 (N 79°18'43" E 317.84')
proximate survey abstract line N 79°08'17" E 295.00'

1/2" Iron pin found
used for basis of
bearing (direct tie)

Point of Beginning 21.11'

N 79°30'36" E 237.70'
(N 79°18'43" E 236.34')

James George Survey A-9

Cruz S. Reyna et ux

Lot 2

Volume 145

Vol. 145

Block 1

3.637 ac.

Page 508 O.R.

Pg 506 O.R.

called

1.211 Lot 1
ac.

2.774 ac.

2.236 ac.

S 09°57'46" E 166.77'

(N 09°38'00" W 345.62')
original
tract line
(S 09°38'00" E 345.62')

S 80°02'13" W 257.69'

S 16°33'46" E 182.12'
(S 16°12'37" E 125.94')
25' building setback line
(S 20°35'17" E 125.94')
7650 sq ft Deducted by the plat for
Abandonment Right of Way

(COUNTY ROAD #187)
LOWERS

S 40°00'12" E 182.04'
(S 40°05'09" E 178.59')
25' building setback line

(S 80°18'28" W 124.91')
S 80°22'22" W

124.91'

S 83°47'07" W 173.29'
(S 83°41'12" W 192.67')

S 83°47'07" W 201.66'
(S 83°41'12" W 182.28')

S 71°48'40" W 149.65'
(S 71°40'45" W 172.28')

S 09°37'39" E 116.16'
(S 09°43'34" E 116.16')

David O. Marquez
et ux
Inst. #142168 O.R.
called 6.920 ac.

Diamond Willow
Properties LLC
Inst. #141850
Official Records
Residue of 7.235 ac.

Diamond Willow
Properties LLC
Inst. #132062 O.R.
Described in
Inst. #126278 O.R.
called 4.156 ac.

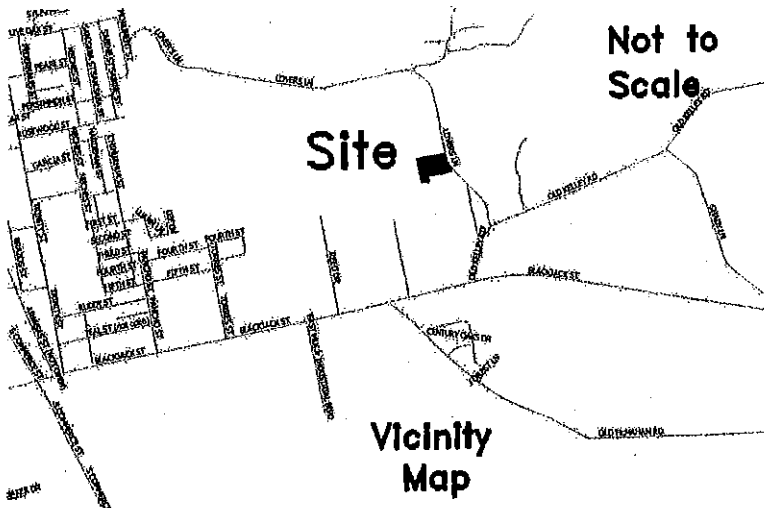
LEGEND

- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
 - ⊙ CAPPED 1/2" IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
 - 1/2" IRON PIN FOUND
 - CONCRETE MONUMENT SET WITH CAP STAMPED "HINKLE SURVEYORS"
 - ⊕ 2" IRON PIPE FENCE POST FOUND
 - (.....) ORIGINAL DEEDED CALLS
 - X- FENCES MEANDER
 - ⊠ GRAVEL DRIVE
- UNLESS OTHERWISE NOTED



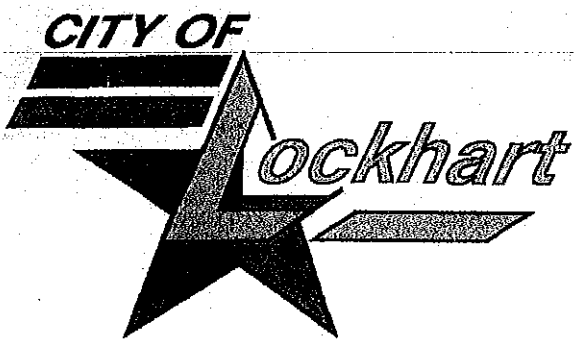
Scale 1"=100'

Not to
Scale



Vicinity
Map

123



SUBDIVISION PLAT APPLICATION

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

APPLICANTS

SURVEYOR NAME Jeremy L Hinkle ADDRESS PO Box 1027
DAY-TIME TELEPHONE 512-398-2000 Lockhart TX
E-MAIL Contact@hinklesurveyors.com
ENGINEER NAME None ADDRESS _____

DAY-TIME TELEPHONE _____
E-MAIL _____

OWNER NAME Cruz S. Reyna ADDRESS 111 Frio St.
DAY-TIME TELEPHONE 512-308-5413 1545 Lovers Lane
E-MAIL None Lockhart, TX 78644

TYPE OF APPLICATION

____ SUBDIVISION DEVELOPMENT PLAN ____ REPLAT/RESUBDIVISION ____ VARIANCE
____ PRELIMINARY PLAT ____ AMENDING PLAT ____ MINOR PLAT X FINAL PLAT
____ DEVELOPMENT PLAT

PROPERTY

SUBDIVISION NAME Reyna Acres
ADDRESS OR GENERAL LOCATION Lovers Lane 1545
LOCATED IN CITY LIMITS ____ ETJ (COUNTY) ____ PDD
TOTAL LAND AREA _____ ACRE(S) PROPOSED NUMBER OF LOTS 2
ZONING CLASSIFICATION(S) ~~RAD~~ RLD Residential Low Density
PROPOSED USE OF LAND Residential

SUBMITTAL REQUIREMENTS

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

IF THE APPLICATION IS FOR AN AMENDING PLAT OR REPLAT/RESUBDIVISION – A COPY OF EXISTING DEED RESTRICTIONS OR RESTRICTIVE COVENANTS, IF ANY.

IF THE APPLICATION IS FOR A FINAL PLAT INVOLVING PUBLIC IMPROVEMENTS – THREE COPIES OF THE ENGINEERING PLANS.

IF THE APPLICATION IS FOR, OR INCLUDES, A SUBDIVISION CODE VARIANCE – COMPLETED VARIANCE SECTION ON NEXT PAGE AND REQUIRED STATEMENT NOTED THEREIN.

PLAT DOCUMENTS, AS FOLLOWS, CONTAINING THE INFORMATION REQUIRED IN ARTICLE 23-6. (Amending Plats, Replat/Resubdivision Plats, and Minor Plats are considered the same as Final Plats for the purpose of content and format).

Seven copies for initial staff review.

Twelve copies after initial staff review for preliminary plats, final plats, and replats/resubdivisions

Two copies after initial staff review for amending and minor plats.

Two signed and sealed mylar reproducibles (three if applicant wants to keep one) of approved amending plat, replat/resubdivision, final plat, or minor plat, for recording. One recorded reproducible is filed at the County Clerk's office, and the other is returned to the City.

FEE, AS FOLLOWS (NO FEE FOR VARIANCES, APPEALS, SUBDIVISION DEVELOPMENT PLANS, OR DEVELOPMENT PLATS):

| | |
|--|--|
| Preliminary Plat | \$600.00 payable to the City of Lockhart |
| Final Plat or Replat/Resubdivision | \$400.00 plus \$20.00 per acre, payable to the City of Lockhart |
| Amending plat or Minor plat | \$100.00 payable to the City of Lockhart |
| Recording fee for Amending Plat, Replat/Resubdivision, Final Plat, or Minor Plat | \$71.00 for the first sheet, and \$50.00 for each additional sheet, payable to the Caldwell County Clerk |

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS CONFORM TO ALL REQUIREMENTS OF THE CITY OF LOCKHART SUBDIVISION CODE. IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE Cruz Reyna

DATE 7-20-16

PRINTED NAME CRUZ REYNA

TELEPHONE 512-308-5413

NOTE: A preliminary plat expires if a final plat for one or more sections is not submitted within 12 months of approval. Upon written request, a maximum of two six-month extensions may be considered by the Planning and Zoning Commission. A final plat expires if any required infrastructure construction is not begun within 12 months of approval. Upon written request, one six-month extension may be considered by the City Manager.

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SUBDIVISION VARIANCE (for variance applications only)

VARIANCE TO SECTION(S) 52-77(b) OF THE SUBDIVISION REGULATIONS

CURRENT ORDINANCE REQUIREMENT(S) Sidewalk construction along Lover's Lane (CR187).

REQUESTED VARIANCE(S) Relief from requirement to construct sidewalk because the terrain is prohibitive and no other sidewalks exist in the area currently.

SUBMIT A WRITTEN STATEMENT DOCUMENTING THE REASON FOR THE VARIANCE(S), INCLUDING EVIDENCE THAT THE REQUEST COMPIES WITH THE FOLLOWING CRITERIA AS REQUIRED FOR APPROVAL OF A VARIANCE.

1. Special circumstances or conditions affect the land involved such that strict application of the provisions of the Code would deprive the applicant reasonable use of the land;
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. The variance will not be detrimental to the public health, safety, or welfare, and will not be injurious to other property in the area; and,
4. The variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of the Code.

OFFICE USE ONLY

ACCEPTED BY (Signature)

RECEIPT NUMBER 679181

DATE SUBMITTED July 20, 2016

CASE NUMBER FP-16-02

DATE NOTICES MAILED _____

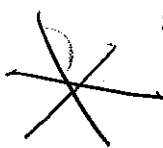
DATE NOTICE PUBLISHED _____

(For certain Replats/Resubdivisions without vacating preceding plat)

PLANNING AND ZONING COMMISSION MEETING DATE August 10, 2016

DECISION Final Plat-Approved, Subdivision Variance Denied (4-2)

CONDITIONS That the applicant pay a fee in lieu of sidewalk construction.

- 
8. FP-16-02 Consider a request by Cruz Reyna for approval of a Final Plat for Reyna Acres, consisting of two lots on 4.972 acres in the James George Survey, Abstract No. 9, zoned RLD Residential Low Density District and located at 1545 Lovers Lane; including a request for a Variance to Chapter 52 "Subdivisions", Section 52-77 "Sidewalks", to waive the requirement to construct a four-foot wide public sidewalk along the Lovers Lane frontage.

Ms. DeVore explained that the plat divides the subject property into two lots. Upon application by the owner, the zoning of the property had recently been changed from AO to RLD to reduce the minimum lot width to accommodate the proposed lots along the available street frontage. The owner's intention is to keep the lot with the existing home where his daughter would live, and to sell the larger lot. The plat dedicates 21 feet of additional right-of-way width for future expansion of Lover's Lane in accordance with the thoroughfare plan map, and the application includes a variance to waive the requirement for construction of a four-foot wide public sidewalk along the Lover's Lane frontage. Ms. DeVore recommended approval of both the plat and the variance. She said that the future design of the arterial street and associated drainage is unknown at this time, and if the sidewalk were constructed now it would probably have to be rebuilt when Lover's Lane is widened.

Chair McBride asked if there were any speakers and, seeing none, he moved to Commission discussion.

Commissioner Faust noted that if the applicant did build the sidewalks now, they would not connect to any other sidewalk, but that it is important for the city to obtain sidewalks. He asked if the Commission could require payment of a fee in lieu of construction of the sidewalk so that it could be built later at the time of street reconstruction.

Commissioner Oliva commented that this road does not currently have any curb and gutter.

Mr. Gibson reiterated that it is unknown how the design of Lover's Lane would affect a sidewalk location or elevation, so the requested variance is reasonable. However, the subdivision regulations do have a provision allowing, at the City's discretion, the subdivider to pay a fee in lieu of construction of a sidewalk based upon an amount per linear foot approved by the City, at the time the subdivision plat is recorded. He said the fee is deposited in a separate account so that it will be available when needed.

Commissioner Faust moved to approve FP-16-02 subject to the owner paying a fee in lieu of construction of the public sidewalk in an amount approved by the City, with the fee to be applied to future construction of the sidewalk when Lover's Lane is widened as proposed on the thoroughfare plan map. Commissioner Ruiz seconded, and the motion passed by a vote of 4-2, with commissioner's Black and Olivia voting against.

9. Discuss the date and agenda of next meeting, including Commission requests for agenda items.

Ms. DeVore said the next meeting is August 24, with three specific use permit applications on the agenda. Commissioner McBride mentioned that he would be on vacation that day.

10. Adjourn.

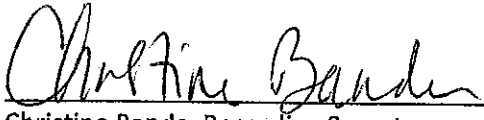
Commissioner Oliva moved to adjourn, and Commissioner Faust seconded. The motion passed by a unanimous vote, and the meeting adjourned at 8:22 p.m.

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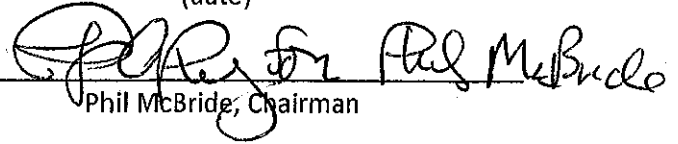
Approved:

8/24/2016

(date)



Christine Banda, Recording Secretary



Phil McBride, Chairman



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 6, 2016 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>AB</i> 8-31-2016 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding Lockhart Little League (LLL) five (5) year contract renewal request for use of the City's Sports Complex fields on Carver Street | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| The LLL contract for use of the City's Sports Complex fields will expire this month. LLL representatives and City staff met and discussed issues of common concern. A recommended final agreement was presented for consideration to the Parks Advisory Board and the board approved it. | | | | |
| STAFF RECOMMENDATION | | | | |
| City staff recommends approval of the 5 year contract renewal requested by LLL. | | | | |
| List of Supporting Documents: City Sports Complex Use Agreement with LLL | | Other Departments, Boards, Commissions or Agencies: Parks Advisory Board | | |

STATE OF TEXAS)

COUNTY OF CALDWELL)

SPORTS COMPLEX USE AGREEMENT RENEWAL

This Renewal Agreement is made between the City of Lockhart, Texas, a municipal corporation organized under the laws of the State of Texas, having its principal office at 308 W. San Antonio Street, Lockhart, Texas 78644, referred to as "the City," and the Lockhart Little League, a non-profit entity having its principal office at P.O. Box 511, Lockhart, Texas 78644, referred to as "LLL."

The City recognizes that the LLL youth sports programs serve a public purpose by providing for the recreational needs of youth in the City. The LLL and the City have worked together to provide these programs since 1989, and have helped more than 500 youths each year since that time. The LLL has made significant improvements to the Sports Complex, including painting, netting and newly purchased scoreboards, and the LLL continues to use its funds to improve the Sports Complex. Based on this relationship and the public purpose served thereby, the City and the LLL enter into this Use Agreement under the following conditions:

Recitals

1. The City is the owner of the City of Lockhart Youth Sports Complex (the Sports Complex), located at 700 Carver Street, Lockhart, Texas and consisting of approximately 8.70 acres, which is used for the purpose of playing team baseball/softball games and tournaments. Alteration of the fields for softball cannot be done without permission of the City Parks Manager or designee and any such alterations must be corrected by LLL in a timely manner. Any reference to the Sports Complex in this agreement includes any one or all baseball fields thereon.

2. The LLL is experienced in the maintenance and repairs of the Sports Complex and has regular use of the Sports Complex. The primary service area of the LLL is the City of Lockhart, Texas.

3. The City desires to enter into an agreement with the LLL for the exclusive operation and maintenance of the Sports Complex, and the LLL desires to have such exclusive operation and maintenance on the terms and conditions set forth in this agreement.

4. The duration of this Renewal Agreement is five (5) years from the date of its execution by the parties. This agreement may be extended for another five (5) years upon written request by the LLL on or before the termination of this agreement with

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approval of the Lockhart City Council. The Sports Complex will be used for conducting youth sports programs by the Lockhart Little League and other organizations as described herein.

5. Youth sports programs (supervised, competitive athletic and recreational events for children, adolescents, and teenagers) conducted at the Sports Complex shall be sponsored by non-profit organizations only, and shall be open to all persons, regardless of race, color, religion, national origin, or ability.

In consideration of the mutual covenants set out herein, the City and the LLL agree as follows:

Section I. Improvements and Alterations to the Sports Complex

On assuming the operation and maintenance of the Sports Complex, the LLL shall submit in writing to the City any recommended improvements and alterations to the Sports Complex, and any other matters that will enhance its efficient use or management. All plans and specifications for improvements and alterations must be approved in writing by the City. Improvements and alterations must conform to the current standards as specified by the Texas Parks and Wildlife Department and other state, local and federal law. After conferring with the City and obtaining approval to make improvements and alterations, the LLL will undertake completion of the improvements and alterations at the sole expense of the LLL, unless otherwise agreed upon by the City and the LLL. Utilities, including electrical wiring, must be placed underground as required by the Texas Parks and Wildlife Department. Advertising signs at the Sports Complex must be approved in writing by the LLL and the City, and are permitted only on fences, and only during the baseball season. Requests for naming or renaming the Sports Complex must be submitted to the City Parks and Recreation Advisory Board, and must receive final approval by the City Council.

Section II. Use of the Sports Complex by Other Organizations

Other organizations may request the use of the Sports Complex and will be given reasonable access to the fields where no conflicts exist with use of the Sports Complex by the LLL. Such requests are to be made in writing to the LLL Board for approval, and will be provided by the LLL to the City's Parks Director and/or Assistant Manager. The other organizations shall provide to the LLL adequate assurances of insurance coverage and safe use of the Sports Complex.

Other organizations shall agree to return the Sports Complex to the condition that it was in prior to the organization's use of it, and to repair any damage done to the Sports Complex before or immediately upon completion of the games/tournaments. Other organizations shall pay to the LLL the following for the use of the Sports Complex:

- \$100.00 per month per baseball field, single team practice;
- \$30.00 per team per baseball tournament; and
- \$50.00 per field for a cleaning and repair deposit, to be applied against any costs incurred by the LLL for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint and dirt. LLL may choose to refund the deposit if organization performs tasks to its satisfaction.
- \$ 30.00 per team per baseball/softball tournament; and
- \$100.00 per field for a cleaning and repair deposit to be applied against any costs incurred by the LLL for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint, and dirt.

Other organizations shall pay to the City a lighting fee of \$60.00 per field per month for the use of the lights at the Sports Complex, where such use shall occur after sundown. Proof of payment must be provided to LLL.

The City's Parks and Recreation Department may use the Sports Complex at no charge when the Sports Complex is not scheduled for league play or maintenance, and after receiving clearance from the LLL. Use of the Sports Complex by a school district shall require an inter-local agreement between the City, the LLL, and the school district.

The Sports Complex baseball fields will not be used as practice fields during Little League season, except by the LLL or as approved by LLL in writing.

Section III. Maintenance and Repairs

The LLL will use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair.

1. City Responsibilities at the Sports Complex shall be as follows, and requests for maintenance and repairs must be made in writing to the City's Parks and Recreation Department:

a. The Sports Complex lighting will be maintained by the City, with assistance from the Lower Colorado River Authority. Requests for light bulb replacement or maintenance of lighting equipment must be made via email to the City Parks and Recreation Department. A total of two light bulbs must be burned out prior to any request. Please allow time for this process to take place. LLL acknowledges that the City does not have the equipment to change out these lights and must depend on other organizations to assist.

b. Mowing and weed-eating of common areas identified on Attachment A will be performed as needed by the City. The fields and common areas will be treated for fire

ants, bees and other insects once at the beginning of each baseball season by the City, but subsequent treatments during the season shall be the responsibility of the LLL.

c. Water, electricity and wastewater utilities will be provided by the City, subject to reimbursement as provided in this agreement. Any excessive use will be addressed with LLL>

d. Where the City makes repairs for damages to the Sports Complex as a result of negligence or misuse by the LLL or other organizations, the LLL shall reimburse the City for the costs of such repairs within a reasonable period of time.

e. Repairs to the complex concession structure, bleachers, dugouts, posts, sidewalks, parking areas and scoreboards shall be performed by the City in a timely manner with again with notice by LLL via email:

(1) If a safety issue, LLL will protect the public from the hazard as best it can and report it immediately to the City which will respond in some manner immediately. (2) If not a safety issue, City will respond within 14 days or less, and (3) if the City cannot respond within the time frame, City will notify LLL so LLL can reach out to other resources to address the issue.

f. The City will reimburse LLL for purchases of special infield and pitcher mound dirt within a reasonable time when appropriate receipts are provided to the Parks Manager or designee. Should LLL want the City to provide common red dirt, the amount and date needed shall be provided to the City via email with a 10 day notice if at all possible.

2. LLL Responsibilities at the Sports Complex shall include all maintenance and repairs not provided by the City, including but not limited to:

a. Marking and lining the fields on Saturdays, Sundays and holidays during league play;

b. Keeping the Sports Complex free of litter during use by the LLL or other organizations;

c. Cleaning the Sports Complex restrooms and other facilities during use by the LLL or other organizations;

d. Controlling light and other utility usage at the Sports Complex. Where the LLL or any other organization misuses such utilities, the City may immediately stop providing such utilities and/or require the misusing organization to pay for additional usage;

e. Abiding by the City's Parks and Recreation Department Water Conservation Plan;

f. Requiring background checks on all LLL coaches and volunteers and keeping such records for up to 3 years.

g. Paying to the City \$50.00 per field per seasonal use of the fields.

h. Performing and supplying all required normal maintenance activities and materials (cleaning, painting, tightening, straightening, alignments, plumbing stoppages, interior light bulbs, toilet paper, paper towels, etc.) for the complex concession building, bleachers, dugouts, posts, fencing and scoreboards:

i. Performing all mowing, weedeating, and dirt work on the inside of all five fields to provide neat and safe fields for playing baseball.

j. LLL will announce before each game that alcohol is not allowed at the Sports Complex and that violators will be reported to the Police Department.

Section IV. Sales of Goods at the Sports Complex

Non-profit organizations may only sell food, beverages and/or products at the Sports Complex during games or tournaments. The income from such sales shall be the property of the non-profit organization. The LLL retains the right to approve or disapprove all concession stand usage at the Sports Complex. All persons/entities that wish to use a concession stand or sell goods at the Sports Complex must receive written approval by the LLL and the City, and must conform to all city, county and state food, health, and other applicable regulations, ordinances and statutes.

Section V. Reporting Requirements

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

1. A completed set of forms promulgated by the City's Parks and Recreation Department by December 1 of each year, such forms providing information regarding the use of the Sports Complex by non-profit organizations only.

2. A signed Sports Complex Use Agreement.

3. A completed information sheet with:

-- A list of at least five (5) officers and board members of the LLL, with addresses and phone numbers, who shall be responsible for the LLL financing of the Sports Complex program;

-- Program information as determined by the City;

- Complex information as determined by the City;
- A financial statement of the LLL; and
- Other miscellaneous information as determined by the City.

4. A copy of the LLL's current insurance policy, naming the City of Lockhart, Texas as additional insured.

5. A copy of the official documents showing the LLL's current non-profit status.

Section VI. Insurance

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

Section VII. Additional Duties and Rights of The LLL

In addition to the foregoing, the LLL must perform all services that are necessary and proper for the operation and maintenance of the Sports Complex. The LLL is to report to the City promptly via email any conditions concerning the Sports Complex that, in the opinion of the LLL, require the City's attention. Repairs by the City will be addressed in a timely manner and if not possible in a timely manner, LLL will be notified.

Section VIII. Termination and Renewal

This renewal agreement is to be for a term of five (5) years commencing on the date of its execution by the parties. At the termination of such term, this agreement, if not renewed in writing for an additional fixed period, will be renewed automatically on a month-to-month basis. If the agreement is automatically renewed, either party may terminate the renewal agreement by giving not less than thirty (30) days' written notice to the other party. In any event, the cancellation will be effective at the end of the calendar month during which the thirty (30) day notice period runs.

Section IX. Termination for Cause

If the LLL breaches any of the terms of this agreement, including but not limited to the failure to maintain the Sports Complex or provide needed repairs as described herein, or the failure to submit the yearly set of completed forms to the Parks and Recreation Department on December 1 of each year, then the City must give the LLL written notice of the breach. If the LLL fails to remedy the breach within thirty (30) days after receiving such notice in writing, the City may terminate this agreement.

The cessation of youth sports programs by the LLL, or the termination of the LLL as an active non-profit organization, will result in the immediate termination of this Agreement.

Section X. No Property Interest Created

Nothing contained in this agreement is to be deemed to create or is to be construed as creating in the LLL any property interest in or to the Sports Complex.

Section XI. Licensing of The LLL

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

Section XII. The LLL as Independent Contractor

The LLL is an independent contractor and not an employee of the City for any purpose.

Section XIII. Covenants and Conditions

All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

Section XIV. Notice

All notices, requests, demands, or other communications under this agreement must be in writing, and will be deemed to have been duly given if delivered in person, or within three (3) days after deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to the City at 308 W. San Antonio Street, Lockhart, Texas 78644, or to the LLL at P.O. Box 511, Lockhart, Texas 78644. Either party to this agreement may change the address at which it receives written notices by so notifying the other party in writing.

Section XV. Assignment

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

Section XVI. Effect of Partial Invalidity

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

Section XVII. Choice of Law

This agreement has been made and entered into in the State of Texas. The laws of Texas will govern the validity and interpretation of this agreement and the performance due under it.

Section XVIII. Integration

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

Section XIX. Attorney Fees

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

Section XX. Modification

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

City of Lockhart, Texas,
A Municipal Corporation

By: _____
Vance Rodgers, City Manager

137

Date: _____

NOTARY:

Signed before me on this the _____ day of September, 2016

Notary Signature

Lockhart Little League,
A Texas Non-Profit Entity

By: _____
Sophie Sosa, President

Date: _____

NOTARY:

Signed before me on this the _____ day of September, 2016

Notary Signature

Vance Rodgers

From: Chris Sager
Sent: Friday, August 26, 2016 2:24 PM
To: Vance Rodgers
Cc: Lee Weatherford
Subject: Lockhart Little League Contract

The LLL contract was approved by the board as is.



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 6, 2016 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>VR</i> | 8-31-2016 | |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding Parks Advisory Board priority grouping of possible parks improvements | | | | |
| 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 | | | | |
| A list of desired parks improvements were provided to the Parks Advisory Board to provide its input regarding priorities. Their list of priority group is attached. | | | | |
| STAFF RECOMMENDATION | | | | |
| Seek Council direction | | | | |
| List of Supporting Documents: Parks Advisory Board priority group listing of possible parks improvements | | Other Departments, Boards, Commissions or Agencies: | | |

PARTIAL LISTING OF PARKS IMPROVEMENTS-PRIORITY GROUP BY PARKS ADVISORY BOARD

| Priority | Group | PARK NAME | FUNDING NEEDED FOR | ESTIMATE | NOTES |
|----------|-------|--|--|---------------------|--------------------|
| 1 | A | ALL PARKS | MASTER PLAN | \$ 50,000 | |
| 2 | B | ED BRAUN PARK | PLAYSCAPE COVERING | \$ 25,000 | |
| 3 | B | FRANK T. ARREDONDO | PLAYSCAPE COVERING | \$ 25,000 | |
| 4 | B | NAVARRO SPRINGS | PLAYSCAPE COVERING | \$ 25,000 | |
| 5 | B | CITY PARK BASKETBALL COURT | REFURBISH | \$ 30,000 | |
| 6 | C | CITY PARK | MORE/REPLACE PLAYGROUND EQUIP | \$ 100,000 | |
| 7 | C | NUECES PARK | NEW PLAYGROUND EQUIP | \$ 30,000 | |
| 8 | C | PECOS PARK | NEW PLAYSCAPE | \$ 50,000 | FUNDED 2015 CO |
| 9 | C | S MEDINA PARK PROPERTY | PLAYGROUND EQUIP/BASKETBALL COURT 1/2 | \$ 70,000 | |
| 10 | C | ED BRAUN PARK | ADD DOUBLE HALF COURT BASKETBALL COURT | \$ 40,000 | |
| 11 | D | ALL PARKS | IMPROVE SIGNAGE | \$ 15,000 | |
| 12 | E | ALL PARKS | ADD MORE WATER FOUNTAINS | \$ 30,000 | |
| 13 | E | ED BRAUN PARK | RESTROOMS | \$ 60,000 | |
| 14 | E | FRANK T. ARREDONDO | RESTROOMS | \$ 60,000 | |
| 15 | E | NAVARRO SPRINGS | RESTROOMS | \$ 60,000 | |
| 16 | F | CITY PARK | ENLARGE FISHING LAKE | \$ 120,000 | POSSIBLE GRANT |
| 17 | G | CITY PARK DRESSING ROOMS/RR | REFURBISH | \$ 40,000 | |
| 18 | G | CITY PARK SWIMMING POOL | ADD MORE SHADE AREA | \$ 50,000 | |
| 19 | G | CITY PARK SWIMMING POOL | CHANGE OUT ALL PUMPS/PIPING | \$ 40,000 | |
| 20 | G | LIONS PARK | WALK WAY AND WORK OUT AREAS | \$ 40,000 | |
| 21 | G | CITY PARK | ADD DOG PARK | \$ 30,000 | |
| 23 | H | CITY PARK | LIGHTING IMPROVEMENTS | \$ 40,000 | |
| 24 | H | CITY PARK | REMOVE/CONTROL POISON IVY ALONG CREEK | \$ 15,000 | |
| 25 | H | CITY PARK | AMPHITHEATER IMPROVEMENTS | \$ 150,000 | |
| 26 | H | CITY PARK | IMPROVE PAVILIONS-MAKE MORE INVITING | \$ 30,000 | |
| 27 | H | FRANK T. ARREDONDO | CLEAN CREEK AREA | \$ 40,000 | |
| 28 | H | NAVARRO SPRINGS | CLEAN CREEK AREA | \$ 80,000 | |
| 29 | H | NUECES PARK | IMPROVE DRAINAGE WAY THRU PARK | \$ 30,000 | |
| 30 | H | LIONS PARK | IMPROVE DRAINAGE WAY THRU PARK | \$ 60,000 | |
| 31 | I | CITY PARK LITTLE LEAGUE FIELDS | NEW SCOREBOARDS- ALL OVER NEXT 3 YRS | \$ 60,000 | |
| 32 | I | JASON K. LEFLEUR | IRRIGATION FIELDS FOR REMAINING FIELDS | \$ 30,000 | |
| 33 | I | JASON K. LEFLEUR | FIELD LIGHTING | \$ 120,000 | |
| 34 | I | CITY PARK LITTLE LEAGUE FIELDS | CONCESSION STAND-REFURBISH | \$ 30,000 | |
| 35 | I | CITY PARK LITTLE LEAGUE FIELDS | ADD MORE OFF STREET PARKING | \$ 140,000 | |
| 36 | J | Windridge Park | Land purchase | \$ 50,000 | Land in last phase |
| | | | TOTAL | \$ 1,865,000 | |
| | | Sources: Parks Advisory, Citizens, and Staff | | | |



**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: September 6, 2016 | | | | |
| Department: City Secretary | | Initials | Date | |
| Department Head: Connie Constancio | | Asst. City Manager | | |
| Dept. Signature: <i>Connie Constancio</i> | | City Manager | <i>PC</i> <i>9-2-2016</i> | |
| Agenda Item Coordinator/Contact (include phone #): Connie Constancio, 398-3461 ext. 235 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding the Texas Municipal League (TML) Region 10 meeting hosted in Lockhart on September 15, 2016. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | 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 will provide an update and discuss last minutes issues pertaining to the meeting. | | | | |
| Also, requesting to finalize the program by assigning Councilmembers different duties, such as "Welcome", "Invocation", etc. as noted with a ??? on the attached program. | | | | |
| STAFF RECOMMENDATION | | | | |
| None. | | | | |
| List of Supporting Documents: • Draft Program of the meeting | | | Other Departments, Boards, Commissions or Agencies: TML Region 10 | |

**2015-2016
TML Region X Officers**

President Karl Mooney,
Councilmember, College Station

Vice-President Anne Cano,
Councilmember, Hutto

Secretary Sherrie Mashburn,
City Secretary, College Station

TML Director Joyce Dalley, CMO
Mayor Pro-Tem, Rockdale



Lockhart City Council

Mayor Lew White
 Mayor Pro-Tem Angie Gonzales-Sanchez
 Councilmember At-Large Brad Westmoreland
 Councilmember District 1 Juan Mendoza
 Councilmember District 2 John Castillo
 Councilmember District 3 Benny Hilburn
 Councilmember District 4 Jeffry Michelson

 City Manager Vance Rodgers
 City Secretary Connie Constancio, TRMC

Welcome
to the
TML REGION X
Meeting

September 15, 2016

**Catered by and
Hosted at:
Smitty's Market
208 S. Commerce St.
Lockhart, TX 78644**

*City of Lockhart wishes to thank
the following Sponsors:*

Program

CH

4:45 p.m. Walking Tour of Downtown Lockhart

6:00 p.m. Registration/Social Hour

7:00 p.m. Meal Served

Welcome—?????

Invocation-Pledge of Allegiance????????

Introduction of Guest Speaker,??????

Speaker: Susan Smith, *TML Multistate Intergovernmental Employee Benefits Pool*

8:30 p.m. Business Meeting

- A. Call to Order
- B. Approval of Minutes
- C. Old Business
- D. New Business
Elect TML Board Director
- E. TML Board of Director's Report
- F. Announcements
- G. Future Meetings

Sponsor names

**A special thank you to our Guest Speaker:
Susan Smith of TML Multistate
Intergovernmental Employee Benefits Pool**

LIST OF BOARD/COMMISSION VACANCIES

Updated: August 23, 2016

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| Board Name | Reappointments/Vacancies | Council member |
|---|---|------------------------|
| Construction Board of Appeals | VACANT – Walter Stephens verbally resigned-Aug 12, 2016 | Mayor Pro-Tem Sanchez |
| Construction Board of Appeals | VACANT – Aaron Snider moved – cannot be reached -Aug 22, 2016 | Councilmember Mendoza |
| Lockhart Historical Preservation Commission | VACANT – Richard Mendez resigned on August 15, 2016 | Councilmember Castillo |
| Impact Fee Advisory Committee | VACANT / ETJ REPRESENTATIVE-(Kasi Miles moved inside city limits 10/9/2015) | Any Councilmember |

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

| APPLICANT | BOARD REQUESTED | DATE RECEIVED | RESIDENCE DISTRICT |
|------------------|------------------------------------|----------------------|---------------------------|
| Ron Faulstich | Historical Preservation Commission | December 31, 2015 | District 3 |
| Paul Buckner | Parks & Recreation Advisory Board | April 1, 2016 | District 2 |

Richard Mendez

200 E. Market St • Lockhart, Tx 78644 • Phone: 512-398-6988 •



RECEIVED
CITY OF LOCKHART

August 2nd 2016

AUG 16 2016

Lockhart HPC

Lockhart, Texas 78644

RCVD. BY: 

TIME RECVD: 11:30a m

Dear: Board Members

Please except this letter as resignation of my position as Chairman effective August 15, 2016.

My decision to resign was finalized after long and careful consideration of all factors. Thank for the opportunity to serve our community.

Sincerely,

Richard Mendez



8-16-2016

Per Mr. Mendez, wishes to resign
from UHPC.

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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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> |

5

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

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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| Councilmember | Board/Commission | Appointee | Date Appointed |
|---------------------------|---------------------------------|--------------------------------------|-----------------------|
| Mayor – Lew White | Airport Board | John Hinnnekamp | 01/17/12 |
| | Board of Adjustment | Mike Annas | 01/17/12 |
| | Construction Board | Ralph Gerald | 01/17/12 |
| | Ec Dev. Revolving Loan | W.R. Cline | 01/17/12 |
| | Ec Dev. Corp. ½ Cent Sales Tax | Alan Fielder, Vice-Chair | 01/17/12 |
| | Electric Board | Joe Colley, Chair | 01/17/12 |
| | Historical Preservation | John Lairsen | 01/05/16 |
| | Library Board | Stephanie Riggins | 01/17/12 |
| | Parks and Recreation | Albert Villalpando, Chair | 01/17/12 |
| | Planning & Zoning | Bill Faust | 03/18/14 |
| District 1 – Juan Mendoza | Airport Board | Larry Burrier | 06/19/12 |
| | Board of Adjustment | Lori Rangel | 05/01/12 |
| | Construction Board | VACANT-(A. Snider moved 08/22/2016) | 09/06/11 |
| | Eco Dev. Revolving Loan | Ryan Lozano | 08/15/06 |
| | Eco Dev. Corp, ½ Cent Sales Tax | Dyral Thomas | 04/05/11 |
| | Electric Board | Thomas Herrera | 07/17/12 |
| | Historical Preservation | Victor Corpus | 06/04/13 |
| | Library Board | Shirley Williams | 01/17/12 |
| | Parks and Recreation | Linda Thompson-Bennett | 08/19/08 |
| | Planning & Zoning | Adam Rodriguez | 12/04/12 |
| District 2– John Castillo | Airport Board | Reed Coats | 01/17/12 |
| | Board of Adjustment | Juan Juarez | 08/04/16 |
| | Construction Board | Israel Zapien | 01/17/12 |
| | EcoDev. Revolving Loan | Rudy Ruiz | 05/03/16 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Fermin Islas, Chair | 01/04/11 |
| | Electric Board | James Briceno | 05/03/11 |
| | Historical Preservation | VACANT-(R. Mendez resigned 8/15/16) | |
| | Library Board | Donnie Wilson | 01/04/11 |
| | Parks and Recreation | James Torres | 05/03/11 |
| | Planning & Zoning | Rob Ortiz, Alternate Manuel Oliva | 05/06/08 05/03/11 |

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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| | | | |
|--|---|--|--|
| District 3 – Benny Hilburn | 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 Nic Irwin (Alternate) Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Ken Doran Thomas Stephens Ronda Reagan Jean Clark Fox, Chair William Burnett Philip McBride, Chair | 12/03/13 12/03/13 12/15/15 03/15/16 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 |
| 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 Mary Beth Nickels Morris Alexander James Paul Denny, Vice-Chair Kathy McCormick Donaly Brice Russell Wheeler Steve Visage | 07/01/08 01/20/15 04/19/16 09/15/15 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 |
| 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 VACANT-(w.Stephens resigned 8/12/16) Irene Yanez Bernie Rangel Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair | 12/21/10 02/19/08 06/17/08 07/07/15 03/01/11 01/04/11 06/07/16 01/04/11 |

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

051

| | | | |
|------------------------------|---|--|---|
| At-Large - Brad Westmoreland | Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning | Jayson "Tex" Cordova Severo Castillo Gary Shafter Edward Strayer Frank Estrada Terrance Gahan Rebecca Lockhart Dennis Placke Christina Black | 12/01/15 12/01/15 08/18/15 12/01/15 12/01/15 12/01/15 12/01/15 11/03/15 09/15/15 |
| | Charter Review Commission (Five member commission) Term - 24 months after appointment | Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder | 03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Hilburn 03/15/16 - Hilburn |
| | Sign Review Committee | Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark | 03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 - Councilmember Mendoza 03/17/15 - Councilmember Hilburn 03/17/15 - Mayor White 03/17/15 - Councilmember Castillo 03/17/15 - Councilmember Michelson |

City of Lockhart
FY 2016-2017 Budget
Preliminary Budget & Tax Rate Adoption Calendar

Tuesday, July 5, 2016
Regular Council Meeting

Council Budget Workshop/Meeting 6:30 PM

1. Present and Discuss Budget
2. Set Public Hearing Date for Budget - Sept. 6, 2016

Tuesday, July 12, 2016

Council Budget Workshop 6:30 PM

1. Discuss Budget
2. Non-Profit Presentations

Tuesday, July 19, 2016
Regular Council Meeting

Council Budget Workshop/Meeting 6:30 PM

1. Discuss Budget

Thursday, July 28, 2016

Council Budget Workshop 6:30 PM

1. Discuss Budget
2. GBRA & CCAD Budgets

Thursday, August 4, 2016
Regular Council Meeting

Council Budget Workshop/Meeting 6:30 PM

1. Adopt certified tax property roles for the City of Lockhart
2. Discuss Tax Rate
3. Take record vote, if motion passes, schedule and announce date & time of public hearings on proposed tax rate.
4. Discuss Budget
5. Announce Budget Public Hearing Date - Sept. 6, 2016

Thursday, August 4, 2016

Publication of effective and rollback tax rate calculation in local newspaper and posted on website.

Monday, August 15, 2016

Send "Notice of Public Hearing" information to newspaper.

Tuesday, August 16, 2016
Regular Council Meeting

Council Budget Workshop/Meeting 6:30 PM

1. Discuss Budget

Thursday, August 18, 2016

*"Notice of Public Hearings on Tax Increase," if necessary and "Notice of Public Hearing" on budget appears in newspaper.
(At least ten days prior to public hearing.)*

**City of Lockhart
FY 2016-2017 Budget
Preliminary Budget & Tax Rate Adoption Calendar**

Friday, August 26, 2016

Send "Notice of Public Hearing" information to newspaper.

Tuesday, September 6, 2016
Regular Council Meeting

1st Public Hearing on Tax Rate/ Public Hearing on Budget (7:30 PM) and Council Meeting 6:30 PM

1. Hold Public Hearing on Tax Rate and Budget.
2. Budget Workshop - Discuss Budget
3. Budget Workshop - Discuss Tax Rate

Thursday, September 8, 2016

*"Notice of Public Hearings on Tax Increase," if necessary appears in newspaper.
(At least seven days prior to public hearing.)*

Monday, September 19, 2016

Send "Notice of Vote on Tax Rate" information to newspaper.

Tuesday, September 20, 2016
Regular Council Meeting

2nd Public Hearing on Tax Rate (7:30) / Budget Workshop and Council Meeting 6:30 PM

1. Public Hearing on Tax Rate. Schedule and announce date & time of meeting to adopt tax rate and budget, 3-14 days from this date.
2. Budget Workshop - Discuss Budget
3. Budget Workshop - Discuss Tax Rate

Thursday, September 22, 2016

"Notice of Vote on Tax Rate", appears in newspaper.

Tuesday, September 27, 2016

Special Council Meeting to Adopt Budget and Tax Rate 6:30 PM

1. Discuss and take appropriate action on Budget Adoption Resolution.
2. Discuss and take appropriate action on Tax Rate Adoption Resolution

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

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

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

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

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

| Priority | Council Person | Goals Submitted | City Manager Comments |
|----------|------------------|--|--|
| 5 | Michelson | Work with LEDC or someone equivalent to build a building to help attract business | Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes |
| 5 | White | Sidewalks to include lighting | Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway |
| 6 | Gonzales-Sanchez | More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants) | Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism. |
| 6 | Michelson | Continue to work on City Park improvements | Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board |
| 6 | White | Pursue possible ESD-EMS district | Legal issue with participation by County and City of Luling preferable |
| 7 | Gonzales-Sanchez | Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use. | Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board |
| 7 | Mendoza | Start Talks With YMCA Austin again. Seek sponsors funding if necessary | Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area |
| 7 | Michelson | Work on building a civic center/ recreation center | \$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs. |
| 7 | White | Cemetery maintenance | Cemetery Tax up to 5 cents allowed by State Law |
| 8 | Gonzales-Sanchez | City Hall: Refurbish with Improvements and/or Upgrades | Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also. |
| 9 | Gonzales-Sanchez | Convention Center | \$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs. |
| 10 | Gonzales-Sanchez | Employee: Possible additional Employee Holiday Time off-Alternating system | City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay. |
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City of Lockhart
Future Debt Payments as of 9/30/15

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

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

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

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |