

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, NOVEMBER 22, 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 November 1, 2016. 5-9
- B. Discuss fuel bid award to Schmidt & Sons, Inc. of Lockhart with a profit margin of 4 cents per gallon for gasoline and 5 cents per gallon for diesel over the Oil Price Information Services (OPIS) price from Austin, Texas, RACK, posted weekly, and appointing the Mayor to sign approved documents. [Form 1295=2016-11-22-20] 10-13
- C. Discuss staff's proposal to provide free adoptions, rabies shots, and spay/neuter services in the interest of a public purpose for animals in the shelter adopted beginning November 23, 2016 through January 31, 2017, using donated funds and savings in dog food costs. 14-16
- D. Discuss Regional Wastewater Treatment Contract with the Guadalupe-Blanco River Authority (GBRA) to continue operations and management of Lockhart's two wastewater treatment plants, and appointing the Mayor to sign the contract if approved. 17-45
- E. Discuss Wholesale Metering Service Agreement with the Lower Colorado River Authority (LCRA) to collect wholesale metering data at the Blackjack Substation and at the new Clear Fork Electric Substation on Maple Street, and appointing the City Manager to sign the agreement if approved. 46-58
- F. Discuss Interlocal Agreement with Caldwell County for storage of County rescue boat and associated equipment/accessories at 214 Bufkin Lane, and appointing the Mayor to sign the agreement if approved. 59-63
- G. Discuss the City of Lockhart Emergency Medical Services with assistance from the Lockhart Fire Department entering into a Memorandum of Agreement for emergency medical care services with the Lockhart Secure Work Program Facility (MTC), and appointing the City Manager to sign the document if approved. 64-66
- H. Discuss Mutual Assistance Agreement between the City of Lockhart Fire Department and the MTC Lockhart Correctional Facility, a private correctional facility contracting with the Texas Department of Criminal Justice to provide prison facilities and services in Caldwell County, to facilitate fire drills, and other public safety exercises in the interest of public health, safety, security, welfare, and peace, and appointing the City Manager to sign the agreement if approved. 67-70

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation - Ministerial Alliance.

Pledge of Allegiance to the United States and Texas flags.

3. CITIZENS/VISITORS COMMENTS

(The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not on the agenda. No discussion can be carried out on the citizen/visitor comment.)

4. CONSENT AGENDA

- A. Approve minutes of the City Council meeting of November 1, 2016. 5-9
- B. Approve fuel bid award to Schmidt & Sons, Inc. of Lockhart with a profit margin of 4 cents per gallon for gasoline and 5 cents per gallon for diesel over the Oil Price Information Services (OPIS) price from Austin, Texas, RACK, posted weekly, and appointing the Mayor to sign approved documents. [Form 1295=2016-11-22-20] 10-13
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5. **DISCUSSION/ACTION ITEMS**

A. Discussion and/or action regarding appointments to various boards, commissions or committees.

71-76

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

- Update: US Hwy 183 expansion project, Hickory to Blackjack.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 60% complete.
- Update: East Walnut Street Neighborhood Drainage Project.
- Update: Still working on final designs for Ash, Comal and Pine Street about complete to address drainage issues; neighborhood meeting will be set up in January.
- Update: Economic Development Director position.
- Update: Police Chief position.
- Report: Annual Tastes and Treasures held on Saturday, Nov 12.
- Report: Crime Stoppers information meeting held Thurs, Nov 17.
- Report: Paw Festival held at the Animal Shelter on Sat, Nov 12 in recognition of shelter accomplishments and improvements; many volunteers involved including the Secure Animals From Euthanasia (SAFE) group; Ms. Jeanne Pendergrass reported that the shelter adopted out 7 large dogs, 2 cats, and 3 dogs went to rescue groups with 2 more being returned to owners that day.
- Reminder: Dickens Parade scheduled for Friday, Dec 2 and the downtown events the following day; Dickens dedicated in memory of Emma Lue Mohle this year.
- Reminder: Tree of Angels Ceremony will be held at 7:00 p.m. on Monday, December 5 at the First Lockhart Baptist Church.

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

(**Items of Community Interest defined below)

8. **COUNCIL ACTION REGARDING NOVEMBER 8, 2016 GENERAL ELECTION**

A. Discussion and/or action to consider approval of Resolution 2016-18 canvassing the General Election held on November 8, 2016 for the election of Councilmember District 1; Councilmember District 2; and, Two Councilmembers At-Large.

77-79

B. Administer Oath of Office to newly elected Councilmembers as follows:

- Councilmember District 1 – Juan Mendoza
- Councilmember District 2 – John G. Castillo
- Councilmember At-Large – Angie Gonzales-Sanchez
- Councilmember At-Large – Bradford Reese Westmoreland

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 18th day of November 2016 at 4:11 PM. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
REGULAR MEETING**

NOVEMBER 1, 2016

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember John Castillo
Councilmember Benny Hilburn
Councilmember Brad Westmoreland

Staff present:

Vance Rodgers, City Manager
Peter Gruning, City Attorney
Bonnie Townsend, Municipal Court Manager

Connie Constancio, City Secretary
Dan Gibson, City Planner
Frank Coggins, Municipal Court Judge

Citizens/Visitors Addressing the Council: Janet Christian and Thom Earnest, Citizens.

Work Session 6:30 p.m.

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

PRESENTATION ONLY

A. PRESENTATION OF RESOLUTION RECOGNIZING NOVEMBER 7-11, 2016 AS MUNICIPAL COURT WEEK.

Mayor White presented a Resolution to Judge Frank Coggins and Alternate Judge Bonnie Townsend of the Lockhart Municipal Court. Judge Coggins and Judge Townsend thanked the Council for their support and the Municipal Court Clerks for their assistance.

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF OCTOBER 18, 2016.

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

B. DISCUSS RESOLUTION 2016-17 APPROVING THE PROPERTY TAX APPRAISAL ROLL, WITH TAX AMOUNT, PRESENTED BY THE CALDWELL COUNTY APPRAISAL DISTRICT FOR THE 2016 TAX YEAR, PURSUANT TO TEXAS TAX CODE, SECTION 26.09.

Mr. Rodgers stated that Section 26.09 of the Property Tax Code requires that the City Council approves the City of Lockhart's appraisal roll with tax amounts entered by the assessor. The Resolution provides the tax appraisal roll with the tax amount of \$3,896,845.37 for the year 2016.

C. DISCUSS THE RETURN OF RINGO, THE LOCKHART POLICE DRUG DOG, BECAUSE HEALTH REASONS TO ITS ORIGINAL DOG HANDLER AT THE AUSTIN POLICE DEPARTMENT (APD); THE DOG WAS DONATED AT NO CHARGE TO THE CITY OF LOCKHART ABOUT THREE YEARS AGO.

Mr. Rodgers stated that the health of Ringo, the Lockhart Police Department's drug dog, has decreased the past six months. Both the Police Chief and his current handler, Officer Drew Lewis, are recommending that the dog be returned to its original handler at the Austin Police Department. The dog was provided to the Lockhart Police Department at no charge and a search has begun for a replacement. In the meantime, other resources will be utilized as needed. Mr. Rodgers presented an Agreement For Transfer of Police Drug Dog for Council's consideration that provides details about returning Ringo to the his previous handler. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 6:40 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 – Councilmember Hilburn.

Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested the following citizen to address the Council:

Janet Christian, 110 Harold's Road, stated that the tenants that rent her apartment at 207 East Market requested to break their long-term lease because of unsafe and unruly conduct of individuals that visit Killin Time Bar and Risky Business Bar which are in the vicinity of the apartment. She requested that the Council revoke the late hour permits to serve alcohol at both locations.

Mayor White requested that staff return with additional information about the situation at a future Council meeting.

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

ITEM 4-A. HOLD A PUBLIC HEARING ON A REQUEST FOR ZONING CHANGE ZC-16-07 BY THOM EARNEST ON BEHALF OF KALPESH GOHEL FOR A ZONING CHANGE FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT FOR PART OF LOT 1, BLOCK 48, ORIGINAL TOWN OF LOCKHART, CONSISTING OF 0.492 ACRE LOCATED AT 601 WEST SAN ANTONIO STREET (SH 142).

Mayor White opened the public hearing at 7:36 p.m. and requested the staff report.

6

Mr. Gibson stated that the owner anticipates using the subject property to build an eight-unit multi-family complex, which requires both rezoning to RHD and a subsequent specific use permit to allow the MF-2 residential development type for a density of more than 12 units per acre. In terms of neighborhood compatibility, there are several other multifamily developments within one block to the east and west along San Antonio Street as well as the two complexes north of the subject parcel. The adjacent The Elms Apartments has a density of 35 units per acre, and The Oaks Apartments north of The Elms has a density of 28 units per acre. If the applicant follows through with the plan to develop the eight units on the subject property upon approval of a specific use permit for the MF-2 Development Type, the density will be only 16 units per acre. Other apartment complexes within a one block radius include the Westwood Apartments, Lockhart Senior Apartment, The Greens Apartments, and the Vintage Apartments. The requested RHD zoning classification is not consistent with the Medium Density Residential future land use map designation of the property. However, it is still a residential zoning classification, and is the same as the existing RHD zoning adjacent to the north. There has been no opposition to the proposed zoning change. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Thom Earnest, Architect, provided information about the proposed use. He clarified that the parking would allow residents to exit facing Elm Street, not backing out onto Elm Street. He requested approval of the zoning change.

Mayor White requested citizens in favor of or against the proposed zoning change to address the Council. There were none. He closed the public hearing at 7:50 p.m.

ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2016-28 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS PART OF LOT 1, BLOCK 48, ORIGINAL TOWN OF LOCKHART, CONSISTING OF 0.492 ACRE LOCATED AT 601 WEST SAN ANTONIO STREET (SH 142), FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2016-28, as presented. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

Mr. Gruning requested that consent agenda item 5C be pulled for further discussion.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A and 5B. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

5A: Approve minutes of the City Council meeting of October 18, 2016.

5B: Approve Resolution 2016-17 approving the property tax appraisal roll, with tax amount, presented by the Caldwell County Appraisal District for the 2016 Tax Year, pursuant to Texas Tax Code, Section 26.09.

ITEM 5C. APPROVE THE RETURN OF RINGO, THE LOCKHART POLICE DRUG DOG, BECAUSE HEALTH REASONS TO ITS ORIGINAL DOG HANDLER AT THE AUSTIN POLICE DEPARTMENT (APD); THE DOG WAS DONATED AT NO CHARGE TO THE CITY OF LOCKHART ABOUT THREE YEARS AGO.

Councilmember Michelson made a motion to approve returning Ringo due to health reasons to its original dog handler at the Austin Police Department and to authorize the City Manager to sign the Agreement for Transfer of Drug Dog, as presented by the City Attorney. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

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

Councilmember Mendoza made a motion to appoint Marcos Villalobos to the Planning and Zoning Commission. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

Councilmember Michelson made a motion to appoint Frank Coggins to the Lockhart Economic Development Revolving Loan Committee. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

Mayor White requested additional appointments to boards. There were none.

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

- Update: US Hwy 183 expansion project, Hickory to Blackjack.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 60% complete.
- Update: E Walnut Street Neighborhood meeting to discuss drainage and street improvements to be held at 6:30 pm on Monday, November 7, at the Greenhill Church of Christ on E. Walnut at Carver Street.
- Update: Still working on final designs for Ash, Comal and Pine Street about complete to address drainage issues; neighborhood meeting will be set up in December.
- Report: Annual fund raiser for Caldwell Historical Group- Night Ramblings in a Texas Graveyard-Speaking of the Dead Event, was held on Friday and Saturday, Oct 21 and 22 at City Cemetery.
- Report: Dia De Los Muertos Art and Street Festival was held on Saturday October 29, noon until 7 pm downtown with art show at the Clark Library.
- Reminder: Next regular scheduled Council meeting will held on Tuesday, November 22, 2016, with the date being changed due to canvassing of votes.
- Health Fair will be held downtown on November 5 from 9-11 a.m.
- Crime Stoppers meeting on November 17 at 6:30 p.m. in the Glosserman Room.
- Welcome Russell McDonald as the Assistant Building Official.

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

Councilmember Mendoza thanked all involved with the Dia de los Muertos event and Michael Lummus' retirement BBQ on Saturday.

Mayor Pro-Tem Sanchez expressed condolences to the family of Marty Martinez, Sr. for their loss. She thanked all involved with the successful Dia de los Muertos event. Go Lions!

Councilmember Castillo thanked all involved with the surprise BBQ to honor the retirement of Michael Lummus and with the Dia de los Muertos event. He thanked staff for working with citizens during the infrastructure projects. He expressed condolences to the Martinez family for their loss.

Councilmember Michelson congratulated the High School football team for their success this football season. Go Lions! He requested an update about Caldwell County contributing to the ambulance. Mayor White replied that the County Judge recently reported that the Commissioners Court will soon discuss allocation of budgeted funds towards the ambulance.

Mayor White thanked all for Chief Michael Lummus' surprise retirement BBQ. Go Lions! He invited everyone to First Friday on the Square that will be held downtown this week. Early voting ends on November 4 with Election Day on November 8.

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 8:10 p.m.

PASSED and APPROVED this the 22nd day of November 2016.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

9



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: November 22, 2016				
Department: Public Works			Initials	Date
Department Head: Lee Weatherford		Asst. City Manager		
Dept. Signature: <i>Lee Weatherford</i>		City Manager		<i>AW</i>
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding recommended fuels bid award to Schmidt & Sons, Inc. of Lockhart with a profit margin of 4 cents per gallon for gasoline and 5 cents per gallon for diesel over the Oil Price Information Services (OPIS) price from Austin, Texas, RACK, posted weekly, and appointing the Mayor to sign approval documents				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S): FY 15-16 Budget				
SUMMARY OF ITEM				
Fuel bids were sought in compliance with State Law. The City uses about 40,000 gallons of gasoline and 26,000 gallons of diesel per year. Bids were received from Johnson Oil of Gonzales, Texas, Southwestern Counties Oil Company, Camarillo, California, Gold Star Petroleum, Inc. of Spring, Texas, and Schmidt & Sons, Inc., of Lockhart. The attached synopsis shows the overall best bid was submitted by Gold Star Petroleum, Inc. of Spring, Texas, at \$0.0396 per gallon for gasoline and \$0.0496 per gallon for diesel, but company bid on a daily OPIS which does not comply with the specification required. Since local companies are also allowed an additional 5% consideration in their bid submittals, Schmidt & Sons, Inc., of Lockhart should be awarded the bid at \$0.04 per gallon for gasoline and \$0.050 per gallon for diesel. Besides being a local company, Schmidt & Sons have a long history of timely deliveries when the fuel is needed by the City. The company also provides 24 hour emergency fuel supplies from their facility on Patton Road when the City fuel systems are down due to maintenance or repairs.				
STAFF RECOMMENDATION				
City Manager and Public Works Director both recommend approval of the bids submitted by Schmidt & Sons, Inc., of Lockhart for fuel supplies				
List of Supporting Documents: Bid information and Bid Synopsis			Other Departments, Boards, Commissions or Agencies:	

**CITY OF LOCKHART
PUBLIC WORKS DEPARTMENT**

Annual Fuel Bid Package

Unleaded Plus Gasoline
No. 2 Dyed Diesel

Bid Opening Information:

Date: October 28, 2016
Time: 2:00 pm
Place: Lockhart City Hall
PO Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

Bid

2,500 gallon Min. Delivery

<u>Fuel Type</u>	<u>Profit Margin Per Gallon</u>
Unleaded Plus	\$0. <u>04</u> per gal. over OPIS
No. 2 Dyed Diesel	\$0. <u>05</u> per gal. over OPIS

All deliveries to be made to 705 Wichita Street during normal business hours unless otherwise specified. During the term of the contract, fuel price may increase or decrease based on the *weekly* Oil Price Information Service (OPIS) Price from Austin, TX, RACK. The amount designated by the supplier's profit margin per gallon will remain constant for the term of the contract which is for one year from the date of award by the Lockhart City Council.

Schmidt & Sons
Supplier Firm (Printed)
Henry Q. Schmidt, Owner
Printed name and title
[Signature]
Signature
10-20-2016
Date

Approved by City Council on _____, November, 2016.

Lew White, Mayor

<u>Company Name</u>	<u>Company Address</u>	<u>Phone #</u>	<u>Fax</u>	<u>Contact Person Name</u>	<u>Email Address / BID</u>
Johnson Oil	PO Drawer 1959 Gonzales, Texas 78629	512.565.3446		Don Arcenuax	Bid: \$0.1095 Unleaded Plus / \$0.1418 Diesel
Southern Counties Oil Co. AKA: SC FUELS	PO Box 4159 Orange, CA 92683-4159	N/A		Karen Koep	Bid: \$0.0636 Unleaded Plus / \$0.0658 Diesel
Gold Star Petro	P.O. Bx 11151 Spring, Texas 77391	877-556-7827		Cecelina	goldstarpetro@comcast.net Bid: \$0.0396 cents - Gas / \$0.0496 cents - Diesel
Schmidt & Sons, Inc.	PO Box 696 Lockhart, Texas 78644	512-398- 2386	512-398-4712	Debbie Capps	dcapps@schmidtandsons.com Bid: \$0.04 cents - Gas / \$0.05 cents - Diesel

Example

AUSTIN, TX

2016-10-13 17:01:55 EDT

****OPIS CLOSING BENCHMARK FILE****
****OPIS GROSS CBOB ETHANOL (10%) PRICES****

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
FlnthlsRs	u N-10	149.30	- 1.25	156.10	- 1.25	169.30	- 1.25	10/12	17:00
PSX	b 1-10	152.60	- 3.30	167.75	- 3.30	199.06	- 3.30	10/12	18:00
Citgo	b 1-10	152.98	- 2.95	167.12	- 2.95	199.44	- 2.95	10/12	18:00
Shell	b 125-3	153.51	- 1.72	167.69	- 1.72	200.60	- 1.72	10/12	18:00
XOM	b 1-10	154.35	- 2.90	169.95	- 2.90	200.85	- 2.90	10/12	19:00
Valero	b 1-10	154.90	- 1.80	169.00	- 1.80	201.65	- 1.80	10/12	18:00
Valero DS	b 1-10	154.90	- 1.80	169.00	- 1.80	201.65	- 1.80	10/12	18:00
Chevron	b 1t45c	155.50	- 1.90	168.70	- 1.90	202.00	- 1.90	10/12	18:00
Texaco	b 1t45c	155.50	- 1.90	168.70	- 1.90	202.00	- 1.90	10/12	18:00
LOW RACK		149.30		156.10		169.30			
HIGH RACK		155.50		169.95		202.00			
RACK AVG		153.73		167.11		197.39			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB AUSTIN		150.57		-- --		166.99			
BRD LOW RACK		152.60		167.12		199.06			
BRD HIGH RACK		155.50		169.95		202.00			
BRD RACK AVG		154.28		168.49		200.91			
UBD LOW RACK		149.30		156.10		169.30			
UBD HIGH RACK		149.30		156.10		169.30			
UBD RACK AVG		149.30		156.10		169.30			
CONT AVG-10/13		153.73		167.11		197.39			
CONT LOW-10/13		149.30		156.10		169.30			
CONT HIGH-10/13		155.50		169.95		202.00			

SPEC UNL

1.6711

.04

1.7111

+ applicable tax if any

AUSTIN-SAN MARCOS, TX

LOW RETAIL	185.17
AVG RETAIL	201.81
LOW RETAIL EX-TAX	146.41
AVG RETAIL EX-TAX	163.05
224.67	
185.91	

AUSTIN, TX

2016-10-13 17:01:55 EDT

****OPIS CLOSING BENCHMARK FILE****
****OPIS GROSS ULTRA LOW SULFUR RED DYE LED DISTILLATE PRICES****

	Terms	No.2 RD	Move	No.1 RD	Move	Pre RD	Move	Date	Time
Shell	u N-10	162.27	- .50	-- --	-- --	-- --	-- --	10/12	18:00
FlnthlsRs	u N-10	163.90	- 2.25	-- --	-- --	-- --	-- --	10/11	17:00
Citgo	b 1-10	164.88	- .71	-- --	-- --	-- --	-- --	10/12	18:00
Citgo	u 1-10	164.88	- .71	-- --	-- --	-- --	-- --	10/12	18:00
Chevron	b 1t45c	165.70	- .50	-- --	-- --	-- --	-- --	10/12	18:00
Texaco	b 1t45c	165.70	- .50	-- --	-- --	-- --	-- --	10/12	18:00
LOW RACK		162.27		-- --	-- --	-- --	-- --		
HIGH RACK		165.70		-- --	-- --	-- --	-- --		
RACK AVG		164.56		-- --	-- --	-- --	-- --		
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB AUSTIN		159.09		-- --	-- --	-- --	-- --		
BRD LOW RACK		164.88		-- --	-- --	-- --	-- --		
BRD HIGH RACK		165.70		-- --	-- --	-- --	-- --		
BRD RACK AVG		165.43		-- --	-- --	-- --	-- --		
UBD LOW RACK		162.27		-- --	-- --	-- --	-- --		
UBD HIGH RACK		164.88		-- --	-- --	-- --	-- --		
UBD RACK AVG		163.68		-- --	-- --	-- --	-- --		
CONT AVG-10/13		164.56		-- --	-- --	-- --	-- --		
CONT LOW-10/13		162.27		-- --	-- --	-- --	-- --		
CONT HIGH-10/13		165.70		-- --	-- --	-- --	-- --		

DDS

1.6456

.05

1.6956

+ applicable tax if any



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: November 22, 2016				
Department: Animal Services/Public Works			Initials	Date
Department Head: Jeanne Pendergrass/ Lee Weatherford		Asst. City Manager		
Dept. Signature:		City Manager		
11-11-2016				
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 staff's proposal to provide free adoptions, rabies shots, and spay/neuter services in the interest of a public purpose for animals in the shelter adopted beginning November 23, 2016 through January, 2017, using donated funds and savings in the dog food costs.				
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): Donated Funds and Savings from Donated Dog Food				
SUMMARY OF ITEM				
There are sufficient donated funds to provide these services for animals in the shelter beginning November 23, 2016 through January 31, 2017. This would be done in the interest of a public purpose. Attached is information about fees/costs and estimated potential costs. This has been done the last two years with some success.				
STAFF RECOMMENDATIONS				
Staff respectfully recommends approval of the proposal				
List of Supporting Documents: Potential Costs		Other Departments, Boards, Commissions or Agencies:		

Animal Adoption Fees Lockhart Shelter

Dog adoption fees are \$55.00; After 30 days they are \$27.50; After 45 days adoption fee is waived

Cat adoption fees are \$40.00; After 30 days they are \$20.00; After 45 days adoption fee is waived

Rabies Vaccinations run anywhere from \$11.00 - \$15.00

Average Cost of Dog Spay is - \$85.00
Average Cost of Dog Neuter is - \$79.00

Average Cost of Cat Spay is - \$49.00
Average Cost of Cat Neuter is - \$37.00

Required pain meds are \$10.00

NOTE: Avg total cost of a male dog:	\$ 159 if adopted in first 30 days
Avg total cost of a female dog:	\$ 165 if adopted in first 30 days
Avg total cost of a male cat:	\$ 102 if adopted in first 30 days
Avg total cost of a female cat:	\$ 114 if adopted in first 30 days

Hope for Adoptions:	Potential Cost:
15 male, 15 female dogs	\$ 4,860.00
10 male, 10 female cats	\$ 2,160.00



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: September 1, 2015				
Department: Animal Services/Public Works			Initials	Date
Department Head: Jeanne Pendergrass/ Lee Weatherford		Asst. City Manager		
Dept. Signature:		City Manager		
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding staff's proposal to provide free adoptions, rabies shots, and spay/neuter services for animals in the shelter adopted during the months of November and December, 2015, using donated funds in the interest of a public purpose				
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 (EXP 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): Donated Funds				
SUMMARY OF ITEM				
There are sufficient donated funds to provide these services for animals in the shelter during the months of November and December, 2015. This would be done in the interest of a public purpose. Attached is information about fees/costs and estimated potential costs. Approval now will allow sufficient time to advertise.				
STAFF RECOMMENDATIONS				
Staff respectfully recommends approval of the proposal				
List of Supporting Documents: Email about fees and notes about potential costs		Other Departments, Boards, Commissions or Agencies:		

APPROVED BY COUNCIL



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: November 22, 2016				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i> 11-11-2016
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 Regional Wastewater Treatment Contract with the Guadalupe-Blanco River Authority (GBRA) to continue operations and management of Lockhart's two wastewater treatment plants, and appointing the Mayor to sign the contract 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				
Lockhart has an agreement with GBRA to operate and manage Lockhart's two wastewater treatment plants. The current agreement expires February 1 st , 2017. The new proposed contract agreement was reviewed by the City Manager and the City Attorney; appropriate revisions were made to the document and agreed to by GBRA's attorney. GBRA has performed commendably in the operations and management of both the Larremore and Blackjack Wastewater Treatment Plants. The proposed contract will expire August 31, 2027, or a date when any existing bond payments financed through GBRA would be paid in full. An automatic renewal provision is in the contract contingent upon either party providing appropriate notice. The City has the right to terminate the agreement with a year's notice. A provision in the agreement allows GBRA to expand its use of the plants and the City's system to other users BUT only with the approval of the Lockhart City Council. The total average use capacity at both plants is currently 50%.				
STAFF RECOMMENDATION				
City Manager respectfully recommends approval of the contractual agreement as presented.				
List of Supporting Documents: Proposed Agreement			Other Departments, Boards, Commissions or Agencies:	

REGIONAL WASTEWATER TREATMENT CONTRACT

BETWEEN

GUADALUPE-BLANCO RIVER AUTHORITY

AND

CITY OF LOCKHART, TEXAS

November 22, 2016

INDEX

	<u>Page</u>
Recitals.....	1
Agreement.....	2

**ARTICLE I
DEFINITIONS**

Definitions.....	2
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**ARTICLE II
CONTINUATION OF SYSTEM OPERATION;
EXISTING TREATMENT AND DISPOSAL FACILITIES;
LEASE OF CITY'S TREATMENT PLANTS**

Section 2.1. Continuation of System Operation	4
Section 2.2. Operating Agreement.....	4
Section 2.3. GBRA's Lease of City's Facilities	4

**ARTICLE III
QUANTITY, MEASUREMENT, POINT OF ENTRY AND TITLE**

Section 3.1. Quantity.....	5
Section 3.2. Measurement of Wastewater	5
Section 3.3. Unit of Measurement	5
Section 3.4. Point of Delivery and Title	5

**ARTICLE IV
QUALITY OF WASTEWATER**

Section 4.1. Definitions.....	6
Section 4.2. Regulation of Wastewater.....	6
Section 4.3. Admissible Wastewater	7

Section 4.4. Wastewaters Not Admissible.....7

Section 4.5. Industrial Wastewaters.....7

Section 4.6. Testing.....7

ARTICLE V
SYSTEM EXPANSIONS

Section 5.1. Technical Committee.....8

Section 5.2. Data8

Section 5.3. City Requested System Expansions; Bonds.....8

Section 5.4. Commencement of City Requested System Expansions8

Section 5.5. Preparation of City Requested System Expansion Plans8

Section 5.6. Acquisition of Real Estate and Interests Therein For City Requested System Expansions9

Section 5.7. Construction of City Requested System Expansions9

Section 5.8. Conditions to Construction of City Requested System Expansions9

Section 5.9. Expansions or Improvements Necessitated by Regulatory Requirements9

Section 5.10. Surplus Bond Proceeds10

ARTICLE VI
PAYMENTS AND TERMS

Section 6.1. Payments by the City10

Section 6.2. Payments by City Unconditional.....12

Section 6.3. Operating Expense.....12

Section 6.4. Source of Payments12

Section 6.5. Covenant to Maintain Sufficient Income12

Section 6.6. Billing.....13

Section 6.7. Delinquency in Payment.....13

Section 6.8. Credits13

ARTICLE VII
ACCOUNTING AND BUDGETS

Section 7.1. Accounting.....14

Section 7.2. Audits.....14

Section 7.3. Annual Budget.....14

Section 7.4. Amendment of Annual Budget.....14

Section 7.5. Annual Adjustment.....15

Section 7.6. Operation and Maintenance Expense.....15

ARTICLE VIII
OPERATION OF SYSTEM

Section 8.1. Standard of Operation.....16

Section 8.2. Independent Contractor16

Section 8.3. Regulatory Action.....16

ARTICLE IX
CONTRACTS WITH OTHER PARTIES AND CREDITS

Section 9.1. Contracts by Authority16

Section 9.2. Additional Facilities to Serve Other Customers.....16

ARTICLE X
OTHER PROVISIONS

Section 10.1. Term; Termination.....17

Section 10.2. Redemption or Defeasance of Bonds17

Section 10.3. Approval by the City.....18

Section 10.4. City's Consent to Location of System Facilities.....	18
Section 10.5. Force Majeure	18
Section 10.6. Remedies Upon Default.....	19
Section 10.7. No Additional Waiver Implied.....	19
Section 10.8. Addresses and Notice	19
Section 10.9. Modification.....	20
Section 10.10. Assignability	20
Section 10.11. Parties in Interest.....	20
Section 10.12. Financing Statement	20
Section 10.13. Captions	20
Section 10.14. Severability	20
Section 10.15. Merger.....	20

**REGIONAL WASTEWATER TREATMENT CONTRACT
BETWEEN
GUADALUPE-BLANCO RIVER AUTHORITY
AND
CITY OF LOCKHART, TEXAS**

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

THIS CONTRACT (herein called the "Contract") is made and entered into as of this 22nd day of November, 2016, with an effective date of February 1, 2017, by and between GUADALUPE-BLANCO RIVER AUTHORITY, a governmental agency of the State of Texas, a conservation and reclamation district and a body politic and corporate, created and operating under the provisions of the Guadalupe-Blanco River Authority Act, as amended (compiled as Article 8280-106, Vernon's Texas Civil Statutes), enacted pursuant to Article XVI, Section 59 of the Constitution of Texas (herein called "GBRA"), and the CITY OF LOCKHART, TEXAS, a municipal corporation and home-rule city situated in Caldwell County, Texas, organized and operating under the provisions of its charter and the Constitution and laws of the State of Texas (herein called the "City"). The City and GBRA may be referred to herein collectively as the "Parties" or individually as "Party".

WITNESSETH:

Recitals

The City owns and operates a sanitary sewer system for the collection, treatment and disposal of wastewater within the City and adjacent areas, and the City collects, treats and disposes of such wastewater through the existing facilities which it owns and operates.

On June 15, 1994, GBRA and the City executed a Regional Wastewater Treatment Contract ("1994 Contract") in which the Parties agreed that GBRA would construct and operate a new wastewater treatment plant for the City, later known as the FM20 Wastewater Treatment Plant, as well as operate the existing Larremore Street Wastewater Treatment Plant (collectively, "the System"). The 1994 Contract is set to terminate by its terms on February 1, 2017, however the Parties desire that GBRA continue to operate the System pursuant to the terms included herein.

To effectuate the Parties' desires, GBRA is willing to lease and operate the City's System and to receive, treat and dispose of wastewater collected by the sanitary sewer collection system of the City within the limits hereinafter set forth.

The City has determined that GBRA can provide the most feasible sewage services to receive, treat and dispose of wastewater collected by the City's sanitary sewer collection system, and the City has determined that it is in its best interest to contract with GBRA to provide for GBRA to receive, treat and dispose of wastewater collected by the City's sanitary sewer collection system within the limits hereinafter set forth.

GBRA and the City are authorized to enter into this contract by the Constitution and laws of the State of Texas, particularly the Regional Waste Disposal Act (compiled as Chapter 30, Texas Water Code) and the Interlocal Cooperation Act (compiled at Chapter 791, Texas Government Code.). GBRA and the City have agreed to contract in such a manner that the City will make sufficient annual payments to GBRA so that GBRA will be able to provide such sewage services and to pay the annual operation and maintenance expenses of the System and to pay the entire principal and interest on any bonds of GBRA hereafter issued at the City's request to acquire, construct and equip future expansions, improvements, enlargements and extensions thereof, together with such amounts as may be required to establish, maintain and replenish any fund as may be provided by resolution authorizing issuance of any such bonds. The City recognizes that GBRA will operate the System for the use and benefit of the City and its customers and that in order for GBRA to find a purchaser for any revenue bonds issued by GBRA at the request of the City, the City must agree to make such payments for each year during the term of this Contract and for the life of any bonds issued.

Agreement

For and in consideration of the mutual promises, covenants, obligations and benefits in this Contract, GBRA and the City contract and agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, the following terms and phrases used in this Contract shall have meanings as follows:

(1) The term "Annual Budget" means an annual budget for the System to be prepared by GBRA pursuant to Section 7.3 of this Contract.

(2) The term "Bonds" means any bonds or other obligations issued by GBRA pursuant to Section 5.3 of this Contract for the purpose of expanding, improving, enlarging, bettering or extending the System at the request of the City and payable from revenues provided by this Contract.

(3) The term "Bond Resolution" shall mean the resolutions or indentures adopted by the Board of Directors of GBRA authorizing the issuance of the Bonds and providing for their security and payment, as such resolutions or indentures may be amended or supplemented from time to time.

(4) The term "City's Sewer System" means the City's sanitary sewer collection and related facilities, including the Project Trunk Line Facilities, and all other wastewater related facilities of the City other than the City's existing wastewater treatment plants being leased to and operated by GBRA pursuant to Article III of this Contract.

(5) The term "Construction Fund" means the construction fund established by GBRA for the purpose of depositing and disbursing the proceeds of the Bonds, if any, used for the purpose of paying all System Expansion Costs (as hereafter defined).

(6) The term "Contract" means this Contract.

(7) The term "Fiscal Year" means the fiscal year of GBRA which presently commences on September 1 and ends on August 31.

(8) The term "Industrial Wastewater" means the liquid and water-carried wastewater from industrial processes, as distinct from sewage, collected by a public sanitary sewer system.

(9) The term "Infiltration Water" means water which leaks into a public sanitary sewer system.

(10) The term "Interest Payment Date" means the date upon which an interest payment is due on the Bonds.

(11) The term "Paying Agent" means the agent designated in any Bond Resolution that makes payment of interest and principal to the bondholders.

(12) The term "Sewage" means the liquid and water carried waste discharged from sanitary conveniences of dwellings and buildings or similar sources connected to a public sanitary sewer system.

(13) The term "System" means the facilities leased to GBRA for receiving, treating and disposing of Wastewater from the City, consisting of: (i) the City's Larremore Wastewater Treatment Plant and related facilities (the Larremore System); (ii) the FM20 Wastewater Treatment Plant and related facilities originally constructed by GBRA but conveyed to the City on or about February 1, 2017 at the termination of the 1994 Contract (FM 20 System); and (iii) any expansion, improvement, enlargement, betterment, and extension of the Larremore and/or FM20 Systems all of which will be leased to and operated by GBRA as a part of the System as provided in Article II. The System shall not, however, include additional facilities constructed to serve exclusively customers other than the City as provided in Section 9.2, notwithstanding that such facilities may be physically connected with the System or located on properties of the System.

(14) The term "System Expansion Costs" means all costs of acquiring, constructing, developing, permitting and implementing a System Expansion, including all construction costs and reconstruction costs as those terms are generally understood in standard accounting practice as applied to projects of this nature, and without limiting the generality of the foregoing, the term shall include purchase of equipment, property, interests in property, capitalized interest, costs of land, easements and rights-of-way, including damages to land and property, engineering, financing, financial consultants, administrative, auditing and legal expenses incurred in connection with the acquisition, construction, implementation and permitting of the System, plus any and all equipment required for the operation and maintenance thereof and shall also include fiscal, legal and other expenses incurred by GBRA in issuing the Bonds.

(15) The term "Wastewater" means Sewage and Industrial Wastewater collected by a public sanitary sewer system, together with Infiltration Water as may be present.

ARTICLE II

CONTINUATION OF SYSTEM OPERATION; EXISTING TREATMENT AND DISPOSAL FACILITIES; LEASE OF CITY'S TREATMENT PLANTS

SECTION 2.1. Continuation of System Operation. Upon termination of the 1994 Contract on February 1, 2017, GBRA will continue operation of the System under the terms of this Contract. Such continuation of operation shall include the budgeted amounts included in the twelve month budget prepared by GBRA and approved by the City for the period September 1, 2016 through August 31, 2017. This budget shall be the "Annual Budget" according to which the City makes payments during the remainder of Fiscal Year 2017 pursuant to the provisions of Section 6.1. On the February 1, 2017 and thereafter while this Contract is in force and effect, GBRA will operate the System to render sewage services to the City as provided in this Contract.

SECTION 2.2. Operating Agreement.

(a) Subject to the provisions of Section 3.3, the City and GBRA hereby agree that GBRA will operate the System, on behalf of the City, for a term beginning on February 1, 2017, and ending on the last day of the term of this Contract.

(b) During the term of this Contract, GBRA with the consent of the City, shall have the right to expand, improve, enlarge, extend, operate and maintain the System, including budgeting and billing the City for the cost of operating and maintaining the System; provided, however, that nothing herein shall divest the City of any portion of its title to the System. Approval by the City of any item in an Annual Budget shall constitute approval under this section. GBRA and the City shall each have the right during the term of this Contract to enter upon any facility comprising the System (as described in Exhibit "A" hereto) for any purpose.

SECTION 2.3. GBRA's Lease of City's Facilities.

(a) For and in consideration of the mutual covenants and agreements contained in this Contract and the further consideration of the payment by GBRA to the City of the sum of \$1.00 per year during the term of this lease, the City does hereby lease, demise and let unto GBRA all that certain tracts of land described more fully in Exhibit "A" attached hereto, together with all improvements thereon and to be constructed thereon, for a term commencing February 1, 2017, and ending with the term of this Contract. The rental herein provided shall be due and payable on or before the 1st day of February of each year during the term of this lease.

(b) In connection with the operating agreement and the lease, the City further agrees to transfer to GBRA for the term of this Contract all permits and approvals owned by the City and authorizing the operation of the City's System.

ARTICLE III

QUANTITY, MEASUREMENT, POINT OF ENTRY AND TITLE

SECTION 3.1. Quantity. As a result of GBRA's operation of the System while this Contract is in force and effect, the City shall be entitled to deliver and the City agrees to deliver at the points of entry as designated pursuant to Section 3.4, and GBRA agrees to receive and take at such points of entry, all Wastewater meeting the requirements of Article IV which is collected by the City's Sewer System, provided however, that such Wastewater shall not be delivered at any rate or rates of delivery in excess of the actual hydraulic capacity of the System or in excess of the capacity of the System to adequately treat and dispose of such Wastewater within requirements of any permits, rules and regulations of any regulatory authority. The maximum daily quantity of Wastewater which may be delivered by the City into the System and the maximum rate at which Wastewater may be delivered into the System shall be determined by GBRA from time to time based either upon the recommendation of GBRA's consulting engineers or as limited by permits issued by state and federal regulatory agencies, whichever is less, and GBRA shall notify the City of its determination. The City shall be entitled, however, to service from the full capacity of the System.

SECTION 3.2. Measurement of Wastewater.

(a) As a part of the continued operation of the System, GBRA will install, operate, maintain and replace measuring equipment and devices of the standard type for measuring properly all of the Wastewater delivered by the City under this Contract. The City shall have access to these measuring devices at all reasonable times. The reading, calibration and adjustment of such measuring equipment shall be done by the employees or agents of GBRA. All readings of measuring equipment shall be entered upon the proper books and records to be maintained by GBRA and, upon written request, the City may have access to such measuring equipment and to such record books during reasonable business hours.

(b) GBRA shall calibrate its measuring equipment in the presence of a representative of the City if requested in writing by the City, and the Parties shall jointly observe any adjustments which are made to the measuring equipment in case any adjustment is found to be necessary.

SECTION 3.3. Unit of Measurement. The unit of measurement for Wastewater delivered into the System pursuant to this Contract shall be 1,000 gallons, U.S. Standard Liquid Measure.

SECTION 3.4. Point of Delivery and Title. The initial points of delivery of Wastewater to be delivered by the City into the System shall be at points of delivery established by mutual agreement of the City Manager on behalf of the City and the General Manager/CEO on behalf of GBRA. The City and GBRA may designate substitute or additional points of delivery at any time by mutual agreement. Title to all Wastewater deliverable hereunder to GBRA shall remain in the City to the points of delivery and upon passing through the points of delivery, title thereto and to all effluent therefrom shall pass to GBRA. As between the Parties hereto, the City shall be in exclusive control and possession of, and solely responsible for, all Wastewater until the same shall pass

through such points of delivery, and thereafter GBRA shall be in exclusive control and possession thereof and solely responsible therefor.

ARTICLE IV

QUALITY OF WASTEWATER

SECTION 4.1. Definitions. As used in this Article IV, the following terms and phrases shall have meanings as follows:

(1) The term "properly shredded garbage" means solid waste from the preparation, cooking and disposing of food, and from storage and sale of produce that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half inch in any dimension.

(2) The term "B.O.D." (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20° Centigrade, expressed in milligrams per liter (mg/L).

(3) The term "suspended solids" means solids that either float on the surface or are in suspension in waste or other liquids and which are removable by laboratory filtration expressed in milligrams per liter.

(4) The term "pH" is the common logarithm of the reciprocal of hydrogen ion activity expressed in moles per liter of solution.

(5) The term "grease" means fats, waxes, oils and other similar non-volatile material in waste which are extracted by hexane from an acidified sample using the Soxhlet method.

SECTION 4.2. Regulation of Wastewater. In order to permit GBRA to properly treat and dispose of the City's Wastewater, to protect the public health and to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public waters and watercourses, and to protect the System, the City and GBRA agree that the quality or strength of all Wastewater discharged by the City into the System must be regulated. The City agrees to regulate the quality and strength of the Wastewater to be discharged into the System as hereinafter provided in this Article, and the City agrees that it will make such other and further regulation of the quality or strength of Wastewater discharged by the City into the System as may be required from time to time to permit GBRA to operate the System so as to treat and dispose of Wastewater in compliance with the orders, rules, regulations or permits of any regulatory body. The Parties further agree that the obligation of GBRA to receive Wastewater into the System shall depend upon compliance by the City with the provisions of this Article.

SECTION 4.3. Admissible Wastewater. Wastewater discharged into the System shall consist only of Wastewater amenable to biological treatment. All garbage contained in the Wastewater shall be only properly shredded garbage and all waste shall be free from the prohibited constituents listed in Section 4.4 below and limited in B.O.D., suspended solids, dissolved sulfides and pH as follows: (a) the B.O.D. of Wastewater discharged into the System, as determined by standard methods, shall not exceed 250 mg/L; (b) the suspended solids in Wastewater discharged into the System, as determined by standard methods, shall not exceed 300 mg/L; (c) the pH of Wastewater discharged into the System shall be not lower than 6.0 nor higher than 9.0; (d) the dissolved sulfides in Wastewater discharged into the System shall not exceed 0.1 mg/L; and (e) no acids shall be discharged into the System unless neutralized to a pH of 6.0 or more.

SECTION 4.4. Wastewaters Not Admissible. Wastewaters shall not be admissible into the System which are listed as exceeding the maximum discharge limits established using technically-based criteria in the EPA-approved City of Lockhart Industrial Wastewater Ordinance and EPA approved pretreatment program, as now existing or as hereafter amended or required.

SECTION 4.5. Industrial Wastewaters. The effect of certain types of Industrial Wastewater upon sewers and Wastewater treatment processes are such as to require that careful and special consideration be made of each industrial connection. This is a matter of concern both to GBRA and to the City. Accordingly, the City will regulate the discharge of Industrial Wastewater into the City's Sewer System, and in turn into the System, including requirements for pretreatment before discharge into its Sewer System if necessary to meet the quality requirements for admissible Wastewater as set out in Section 4.3 above, and the City will authorize discharge of Industrial Wastewater into its Sewer System subject to approval by GBRA after the filing by an applicant industry of an Industrial Discharge Application, and such other information as required. To facilitate inspection and control of Industrial Wastewater, the City will require industries to provide an inspection site which will be representative of the facility's discharge into the City's Sewer System. If inspection indicates that damage or violation of any law, regulation, order, permit or license might result from the discharge, the permit may be revoked unless and until the industry establishes acceptable remedial measures.

SECTION 4.6. Testing. GBRA shall collect samples of Wastewater delivered into the System and cause same to be analyzed by the current edition of Standard Methods for Examination of Water and Wastewater as published by the American Public Health Association and others, and shall take such other samples and make such other analyses of Wastewater and effluent as GBRA may from time to time deem desirable. If the analysis of waste discloses concentrations higher than those specified in this Article IV, GBRA will at once inform the City of such disqualification. It shall be the obligation of the City to require the offending originator of said highly concentrated materials to undertake remedial pretreatment before discharge into the City's Sewer System. GBRA shall also conduct appropriate sampling of the receiving state waters above and below the points of discharge by the System as necessary to comply with applicable governmental requirements.

ARTICLE V

SYSTEM EXPANSIONS

SECTION 5.1. Technical Committee. The City and GBRA will each designate three employees as members of a Technical Committee. The function of the Technical Committee shall be to consult and advise with representatives of GBRA to manage the operation of the System, discuss planning needs for any System Expansion requested by the City, and review the proposed Annual Budget. Such Technical Committee may, in its discretion, make recommendations to GBRA's Board of Directors and the City Council.

SECTION 5.2. Data. To permit GBRA to accumulate statistical data which would enable it to render better service and facilitate plans for betterment and future expansion of facilities, if any, the City agrees to furnish to GBRA such information as GBRA may request, including the number of domestic connections, commercial and business connections, and the specific industrial connections to be served.

SECTION 5.3. City Requested System Expansions; Bonds. In the event additional facilities or improvements are required to adequately receive, treat and dispose of Wastewater from the City ("System Expansion"), GBRA and the City will cooperate to determine the additional facilities or improvements which are required. The City may construct such additional facilities or alternatively, the City may request that GBRA undertake to provide such additional facilities as are needed to receive, treat and dispose of additional Wastewater of the City over and above the maximum quantities as provided in Section 3.1 of this Contract or to provide such expansions, improvements, enlargements, betterments or extensions as may be required to comply with any new or additional requirements imposed by any regulatory agency. GBRA and the City will cooperate to determine when such additional capacity and facilities are necessary and feasible.

If the City requests that GBRA undertake to provide such additional facilities and upon adoption of an appropriate resolution by the City Council requesting that GBRA issue Bonds to pay the costs of any such expansions, improvements, enlargements, betterments or extensions, GBRA shall use reasonable and diligent efforts to issue and sell Bonds. If any such Bonds are sold, the City shall be unconditionally responsible for payment of the debt service costs thereof in accordance with the provisions of this Contract.

SECTION 5.4. Commencement of City Requested System Expansions. GBRA will proceed as hereinafter provided in this Article to acquire, construct and implement any expansion of the System that the City requests GBRA to undertake and pay all System Expansion Costs including costs related to acquiring, constructing, developing and permitting such System Expansion.

SECTION 5.5. Preparation of City Requested System Expansion Plans. GBRA's consulting engineers shall prepare preliminary plans for the construction of a System Expansion requested by the City, and the preliminary plans shall be submitted to and approved by the City. Thereafter, GBRA shall direct its consulting engineers to prepare final plans and specifications and direct its consulting engineers and attorneys to prepare the contract documents for construction of the System Expansion and shall submit the same to the City for review and approval. The Mayor of

the City shall initial a copy of the final plans, specifications and contract documents as approved on behalf of the City.

SECTION 5.6. Acquisition of Real Estate and Interests Therein for City Requested System Expansions. Concurrently with and upon approval by the City of the final plans and specifications of any System Expansion, if additional real estate is needed, the City shall also determine the general location of the System Expansion and proceed to purchase the real estate as the site therefor. The City shall also determine any other necessary property, rights-of-way, easements or other interests in real property which must be acquired for the System Expansion and proceed to acquire the same.

SECTION 5.7. Construction of City Requested System Expansions.

(a) Upon approval by the City of the final plans, specifications and contract documents relating to the System Expansion, including any and all equipment for operation and maintenance of the System, GBRA shall obtain competitive bids for the construction of the System Expansion and determine if sufficient funds are estimated to be available to finance such construction. If GBRA determines that sufficient funds are available and GBRA is satisfied with the bids received, GBRA shall award such contracts. GBRA shall then proceed to construct the System Expansion substantially as provided in final plans, specifications and contract documents as approved by the City, subject to any change orders issued during construction. However, if GBRA's consulting engineers estimate that any change order (including any written order for extra work) will increase the cost of construction of the System Expansion, such change order shall not be issued except with the approval of the Technical Committee (as to change orders of \$50,000 or less) or the City Council and GBRA's Board of Directors (as to change orders over \$50,000).

(b) GBRA shall not be required to construct the System Expansion if it determines that sufficient funds are not available for that purpose. In that event, GBRA and the City hereby agree to take such action as may be necessary to obtain the necessary funds, either by the issuance of more Bonds or from other sources available to the City.

SECTION 5.8. Conditions to Construction of City Requested System Expansion. It is expressly understood and agreed that any obligation on the part of GBRA to construct and complete a City Requested System Expansion shall be subject to (a) GBRA's obtaining sufficient funds to pay the cost of construction of the System Expansion either from the City or by the sale and delivery of Bonds upon terms satisfactory to GBRA; (b) GBRA and the City's ability to obtain all sites, rights-of-way, easements, labor, equipment and materials required for the construction of the System Expansion; and (c) GBRA's obtaining all permits, licenses and other approvals required to construct the System Expansion. GBRA agrees to use reasonable diligence to construct and to complete any System Expansion so requested by the City.

SECTION 5.9. Expansions or Improvements Necessitated by Regulatory Requirements.

(a) In the event that State or Federal regulatory requirements mandate that the System be expanded or improved to meet new treatment standards, to handle additional demand, to repair old components, or for other reasons, the Technical Committee shall examine the requirements and

the then present condition of the System and make recommendations to the City and to GBRA. As used in this section "mandate" shall include, without limitation, an applicable regulation, order, or notice of violation issued by a State or Federal Agency with jurisdiction over the operations of the System.

(b) The City and GBRA will make all reasonable efforts to reach agreement on appropriate expansions to address regulatory mandates prior to any regulatory authority's taking enforcement action against either GBRA or the City.

(c) In the event that the City and GBRA reach agreement on the improvements or expansion needed to meet regulatory mandates, the City may undertake the improvements or expansions itself, or request that GBRA take such actions and the Parties shall comply with Sections 5.3 through 5.8 hereof, the City shall make payments on the debt therefore in accordance with Article VI and budgets shall be set as provided in Article VII hereof.

(d) In the event that the City and GBRA do not reach agreement on the improvements or expansion needed to meet regulatory mandates, GBRA at its option, may terminate this Contract by one hundred eighty (180) days' written notice to the City and relinquish control of and responsibility for the System to the City. In the event that GBRA terminates the Contract in accordance with this Section 5.9(d), the City shall accept control of and responsibility for bringing the System into regulatory compliance and, in accordance with Section 8.3 hereof, pay for all penalties, fines, assessments or violations assessed by any regulatory authority for deliveries of Wastewater by the City to the System in excess of Wastewater Quality generally described in Article IV or in excess of the then applicable design or permit standards of any governmental agency with applicable jurisdiction, even though the penalty, fine, assessment or violation may be addressed to GBRA.

SECTION 5.10. Surplus Bond Proceeds. Any moneys in the Construction Fund which are not required for completion of a System Expansion and the payment of all System Expansion Costs as provided in this Contract and in the Bond Resolution, shall be used by GBRA for such purposes as may be provided in the Bond Resolution or as may be otherwise agreed to by GBRA and the City.

ARTICLE VI

PAYMENTS AND TERMS

SECTION 6.1. Payments by the City.

(a) The City recognizes the statutory and contractual duty of GBRA to fix and to revise (if and when necessary in accordance with the provisions of this Contract relating to fixing of charges) the charges for services to be rendered and made available to the City hereunder so that the total amount to be paid by the City shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(1) all operation and maintenance expenses (as described in Section 7.6 hereof);

(2) the principal of and interest on any Bond as such becomes due, less interest to be paid out of Bond proceeds as permitted by any Bond Resolution, together with the fees of the Paying Agent;

(3) during each Fiscal Year, the amount of any reserve and contingency funds required to be established and maintained by the provisions of any Bond Resolution; and

(4) an amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

(b) Out of the proceeds from the sale of any Bonds, GBRA may set aside money sufficient for the purpose of capitalizing and paying the interest to accrue thereon during any period of construction following the date of issuance and delivery of such Bonds, together with the fees of the Paying Agent during the same period. Subject to being credited for any capitalized interest and Paying Agent fees provided from the Bond proceeds, the City agrees to and shall pay to GBRA for services to be made available and to be rendered to it hereunder (subject to the credits as hereinafter provided in Section 6.8) the financial requirements of GBRA as specified above, at the times and in the amounts specified and determined in accordance with the following provisions of this Article so long as this Contract is in force and effect:

(1) Commencing on the first month following the issuance of any Bonds, the City shall pay in equal monthly installments an amount equal to the sum of the interest which will become due and payable on the Bonds on the next succeeding Interest Payment Date and the estimated fees of the Paying Agent which will become due and payable on such date.

(2) The City shall pay in equal monthly installments an amount equal to the total amount of principal of the Bonds which will mature on the next succeeding maturity date. The City shall commence monthly payments to GBRA under this subsection 2 on or before twelve (12) months (or such shorter period as required by any Bond Resolution) prior to the date of the first principal payment is due on the Bonds.

(3) Each month, the City shall pay 1/12th of the annual operation and maintenance expenses in the Annual Budget prepared pursuant to Article VII; provided, however, the City shall also make (and thereafter maintain annually) an operating deposit equal to one months budgeted operating and maintenance expenses for the Fiscal Year in which the parties are operating. Interest earned on the one months' operating deposit shall be credited to the City.

(4) Each month, the City shall pay an amount equal to such sums as are necessary to establish, replenish and maintain the reserve, contingency and other funds created, and for which provision is made in the Bond Resolution, and such payments shall be made at such time and in such amounts as provided in the Bond Resolution.

(c) The payments as set forth in Subsections (b) 1, 2, 3 and 4 above shall be due commencing on the respective dates specified therein without regard to the actual date on which the City discharges Wastewater into the System or whether the City ever discharges Wastewater into the System.

SECTION 6.2. Payments by City Unconditional. The City and GBRA recognize that the Bonds, if any, will be payable from, and secured by, a pledge of the sums of money to be received by GBRA under this Contract and that in order to make the Bonds marketable at the lowest available interest rate, it is to the mutual advantage of the City and GBRA that the City's obligation to make the payments required hereunder be, and the same is hereby, made unconditional. All sums payable hereunder to GBRA shall, so long as any part of the Bonds are outstanding and unpaid, be paid by the City without set-off, counterclaim, abatement, suspension or diminution except as otherwise expressly provided herein; and so long as any part of the Bonds are outstanding and unpaid, this Contract shall not terminate, nor shall the City have any right to terminate this Contract nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of the City be otherwise affected for any reason, it being the intention of the Parties that so long as any part of the Bonds are outstanding and unpaid, all sums required to be paid by the City to GBRA shall continue to be payable in all events and the obligations of the City hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Contract.

SECTION 6.3. Operating Expense. The Parties agree and the City represents and covenants that all moneys required to be paid by the City under this Contract shall constitute an operating expense of the City's Sewer System as a part of the City's combined electric, waterworks and sewer system as authorized by the Constitution and laws of the State of Texas, including the Regional Waste Disposal Act, as amended (compiled as Chapter 30, Texas Water Code), and Article 1113, Vernon's Texas Civil Statutes, as amended.

SECTION 6.4. Source of Payments. All payments required to be made by the City to GBRA under this Contract shall be payable from the income of the City's combined electric, waterworks and sewer system. GBRA shall never have the right to demand payment by the City of any obligations assumed by or imposed upon it under or by virtue of this Contract from any funds raised or to be raised by taxation and the City's obligations under this Contract shall never be construed to be a debt of the City of such kind as to require it under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligation.

SECTION 6.5. Covenant to Maintain Sufficient Income. The City agrees to fix and maintain such rates and collect such charges for the facilities and services provided by its electric, waterworks and sewer system as will be adequate to permit the City to make prompt payment of all expenses of operating and maintaining its electric, water and sewer system, including payments

under this Contract and to make prompt payment of the interest on and principal of any bonds or other obligations of the City payable, in whole or in part, from the revenues of its combined electric, waterworks and sewer system. The City further agrees to comply with all of the provisions of the ordinances or indentures authorizing its bonds or other obligations which are payable, in whole or in part, from the revenues of its combined electric, waterworks and sewer system.

SECTION 6.6. Billing. GBRA will render bills to the City at least once each month for the payments required by this Article VI. GBRA shall, until further notice, render such bills on or before the 1st day of each month and such bills shall be due and payable at GBRA's office indicated below by the 15th day of each month or ten (10) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the City, whichever is later, and thereafter interest shall accrue thereon at the rate of seven per cent (7%) per annum until paid in full. GBRA may, however, by sixty (60) days written notice change the monthly date by which it shall render bills, and all bills shall thereafter be due and payable fifteen (15) days after such date or ten (10) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the City, whichever is later, and thereafter interest shall accrue thereon at the rate of seven per cent (7%) per annum until paid in full. The City shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to GBRA at its office in the City of Seguin, Guadalupe County, Texas, or at such other place as GBRA may from time to time designate by sixty (60) days written notice.

SECTION 6.7. Delinquency in Payment. If the City fails to pay any bills when due and payable, GBRA may give written notice of such delinquency to the City and if all bills due and unpaid, including interest thereon, are not paid within forty-five (45) days after delivery of such notice, then the City agrees that GBRA shall be authorized, at its option, in addition to any other remedy available at law or in equity, to institute suit for collection thereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorneys' fees.

SECTION 6.8. Credits. All revenues received by GBRA by reason of its operation of the System will be deposited and applied to the funds of the System as provided in any Bond Resolution. To the extent, however, that GBRA may receive revenues through contracts with additional customers as provided in Article IX, the City's unconditional obligation to make the payments as provided in Section 6.1 may be reduced, but only to the extent that GBRA actually receives payment in cash from any additional customers. GBRA and the City shall agree in writing as to any allocation of payments between the City and any additional customers, but no such agreement shall be construed to release the City from its unconditional obligation to make the payments provided in Section 6.1 except to the extent of any cash received by GBRA as provided in this section.

ARTICLE VII

ACCOUNTING AND BUDGETS

SECTION 7.1. Accounting. GBRA covenants and agrees that it will maintain financial records relating to the operation, maintenance and repair of the System as a separate utility system, in keeping with standard accounting practices and the same shall be available for inspection by the City at reasonable hours and under reasonable circumstances. GBRA will operate the System on the basis of its Fiscal Year.

SECTION 7.2. Audits. After the end of each Fiscal Year, GBRA will have its financial records relating to the System audited by a certified public accountant and shall annually provide the City a copy of GBRA's Comprehensive Annual Financial Report showing in reasonable detail the financial condition of the System as of the close of the Fiscal Year.

SECTION 7.3. Annual Budget. Except as otherwise provided in Section 2.1 above, not later than the 1st day of July of each year which GBRA operates the System, GBRA shall cause to be prepared its tentative budget for the operation of the System for the next ensuing Fiscal Year, including without limitation all payments required under any Bond Resolution and all operation and maintenance expense. A copy of such tentative budget shall be filed with the City Secretary and shall be dated as of the date received. If no protest by the City on such tentative annual budget is presented to GBRA within thirty (30) days after such filing of the tentative budget, the tentative budget shall be considered for all purposes as the "Annual Budget" for the next ensuing Fiscal Year. If a protest is timely filed by the City, the City Manager and the GBRA General Manager/CEO shall each appoint three representatives to a committee to meet at a time and place designated by GBRA to consider and agree on a final Annual Budget. If for any reason the Annual Budget has not been agreed to by the beginning of a Fiscal Year, the Annual Budget for the preceding Fiscal Year shall remain in force; provided, however, that the portion of the preceding Fiscal Year's Annual Budget related to payments required under any Bond Resolution shall be revised to reflect the payments required under the Bond Resolution for the next Fiscal Year in order to ensure the City's unconditional obligation to pay the Bonds as provided in this Contract. If no agreement on an Annual Budget is reached by the ninetieth (90th) day of such next Fiscal Year, the Board of Directors of GBRA shall adopt the tentative budget or may adopt such amendments thereof as it may deem proper as the Annual Budget effective as of said ninetieth (90th) day of such next Fiscal Year. The Annual Budget thus adopted by the Board of Directors of GBRA shall be the Annual Budget for the next ensuing Fiscal Year. Should the City disagree with the Annual Budget, it may pursue any relief available to it under existing law including filing complaints at any administrative agencies with appropriate jurisdiction.

SECTION 7.4. Amendment of Annual Budget. The Annual Budget may be amended by the Board of Directors of GBRA at any time to transfer from one line item of the Budget to another any funds which will not be needed by such line item so long as the total amount provided in the Annual Budget is not increased. Further, the amount for any line item or the amount for any purpose in the Annual Budget may be increased by GBRA even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only after prior notice to the City Manager of the City of at least fifteen (15) days from the date of receipt

of notice and with the opportunity for the City to review and approve the proposed amendment prior to adoption by the Board of Directors of GBRA. If GBRA adopts an amendment, certified copies of the amended Annual Budget and such resolution shall be filed immediately by GBRA with the City. Should the City and GBRA disagree with the amendment, either may pursue any relief available to it under existing law including filing complaints at any administrative agencies with appropriate jurisdiction.

SECTION 7.5. Annual Adjustment. Promptly after the end of each Fiscal Year, the operation and maintenance expense of the System (including administrative and general expense) actually incurred during that Fiscal Year shall be determined. If all payments made by the City (including credits as provided in Section 6.8) are less than the amount of the actual expenses and charges set forth above, then the City shall pay the amount of such deficiency with the next monthly bill or bills, not to exceed three bills. Any excess shall be applied as a credit to the City's next monthly bill or bills not to exceed three bills.

SECTION 7.6. Operation and Maintenance Expense. The operation and maintenance expense of the System shall be the reasonable and actual cost incurred by GBRA in the administration, operation and maintenance of the System and any extensions, improvements, enlargements, betterments and replacements thereof, including, without limitation:

(a) wages and salaries, employee benefits, chemicals, the purchase and carrying of stores, material and supplies, power, supervision, engineering, testing, auditing, franchises, waste disposal charges or assessments, claims, insurance and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation thereof and the performance of the provisions of this Contract;

(b) repairs and replacements of damaged, worn-out or obsolete parts of the System and any relocation of mains or lines, provided that the items paid out of any depreciation or replacement fund established in any Bond Resolution shall not be duplicated or included herein;

(c) improvements and betterments to keep the System in operation to render adequate service to the City and to comply with the requirements of, any rule, regulation or permit to discharge waste into the receiving state waters issued by any regulatory body having jurisdiction;

(d) establishment and replenishment of an operating fund of one (1) months budgeted average operation and maintenance expense established in the Annual Budget for the items generally described subsections 7.6(a) through 7.6(c) above; and

(e) the administrative and general expense of GBRA attributable to administration of the System as determined by GBRA, not to exceed an amount equal to fifteen percent (15%) of the total of all other operation and maintenance expense for the items generally described subsections 7.6(a) through 7.6(c) above.

ARTICLE VIII

OPERATION OF SYSTEM

SECTION 8.1. Standard of Operation. GBRA shall operate the System in accordance with accepted good business practices, and GBRA agrees to use reasonable diligence and care to continually hold itself ready, willing and able to render Wastewater treatment services to the City as provided in this Contract.

SECTION 8.2. Independent Contractor. As between the Parties, GBRA shall be solely responsible for operation and maintenance of the System to treat and dispose of all Wastewater received from the City pursuant to this Contract (except to the extent GBRA and the City enter into agreements for the City to operate parts of the System); and GBRA shall be an independent contractor in the operation and maintenance of the System.

SECTION 8.3. Regulatory Action. The Parties recognize that the obligations of GBRA to render services to the City by operation of the System as provided in this Contract are subject to all present and future orders, rules and regulations of regulatory bodies, and the Parties agree to cooperate to make such applications and to take such action as may be desirable to maintain compliance therewith. The City shall be responsible for paying penalties, fines, assessments or violations assessed by any regulatory authority for deliveries of Wastewater by the City to the System in excess of Wastewater Quality generally described in Article IV or in excess of the then applicable design or permit standards of any governmental agency with applicable jurisdiction, even though the penalty, fine, assessment or violation may be addressed to GBRA., However the City's responsibility under this Section 8.3 shall not include such penalties, fines, assessments or violations caused by any act of negligence of an employee or an agent of GBRA.

ARTICLE IX

CONTRACTS WITH OTHER PARTIES AND CREDITS

SECTION 9.1. Contracts by Authority. GBRA agrees to operate the System for the use and benefit of the City. GBRA shall have the right, however, to contract with other parties to render services from the operation of the System, with the approval of the City. GBRA shall have the further right to enlarge the size and the capacity of the System for the use and benefit of other parties with the consent of the City. Such contracts with other parties and such enlargements in size and capacity shall not, however, impair the right of the City to discharge the quantities of Wastewater as set forth in Section 3.1, except with the consent of the City. Nothing herein contained, however, shall be construed to release the City from its unconditional obligation to make payments to GBRA as provided in Section 6.1 of this Contract.

SECTION 9.2. Additional Facilities to Serve Other Customers. The Parties recognize that GBRA may hereafter be called upon to finance, construct, acquire and equip facilities to collect, transport, treat and dispose of Wastewater exclusively for parties other than the City. In such event, any such facilities shall not constitute a part of the System, notwithstanding that they may be

physically connected with the System or located on properties of the System, and the revenues received by GBRA from the use, ownership, operation, lease or sale of such facilities shall not constitute revenues received by GBRA by reason of its operation of the System. However, if the facilities are either (i) located on properties of the System or (ii) physically interconnected to the System, then GBRA shall obtain the prior written consent of the City and reasonable compensation or credit shall be provided to the City for the use of such System property. It is expressly agreed that revenues received by GBRA from the use, ownership, operation, lease or sale of such facilities shall be available to pay the annual cost of operating and maintaining such facilities and may be pledged and applied to the payment of revenue bonds or other obligations issued by GBRA to construct or acquire and equip such facilities and acquire the sites therefor.

GBRA expressly agrees, however, that it will not issue any revenue bonds or other obligations payable in whole or in part from revenues to be received by GBRA from such facilities which are connected with the System or located on properties of the System, unless the consulting engineers of GBRA shall certify that in their opinion such facilities are necessary to enable GBRA to collect, transport, treat or dispose of Wastewaters of such party. Nothing herein contained, however, shall be construed to release the City from its unconditional obligation to make payments to GBRA as provided in Section 6.1 of this Contract.

ARTICLE X

OTHER PROVISIONS

SECTION 10.1. Terms; Termination. This Contract shall continue in force and effect (i) until August 31, 2027, or (ii) until all Bonds, both as to principal and interest, have been fully paid, redeemed or defeased, whichever occurs last; provided, however, that no Bonds having a stated maturity beyond August 31, 2027 shall be issued without the consent of the City. The City may, upon twelve (12) months written notice to GBRA, terminate this Contract on August 31, 2027, or on any subsequent termination date as provided later in this section but only if on or before such termination date all of the Bonds are fully paid, redeemed or defeased both as to principal and as to interest. Upon termination of this Contract, unless otherwise agreed in writing between the Parties, this Contract shall, subject to the City's right of termination, automatically be renewed for an additional term of ten (10) years; and upon the end of that term, for an additional ten (10) year term unless otherwise agreed in writing by the Parties or termination by the City as provided above. The Parties thereafter may agree to provide for the continued operation of the System facilities by GBRA under the terms of this Contract for additional 10 year periods. After termination of this Contract or any extensions thereof, all lands and permanent improvements, together with any associated rights, permits or licenses, comprising the System, to the extent not currently owned or held by the City, shall be transferred to the City.

SECTION 10.2. Redemption or Defeasance of Bonds. At such time or times as the Bonds are optional for prior redemption, GBRA agrees, upon receipt of a timely request from the City and upon the City providing sufficient funds to GBRA, to redeem such Bonds or any portion thereof as requested by the City in accordance with the provisions of the Bond Resolution. Further, the City may provide funds to GBRA in an amount together with investment earnings thereon to provide for the defeasance of the Bonds at any time.

SECTION 10.3. Approval by the City. Whenever this Contract requires or permits approval or consent to be hereafter given by the City, the City agrees that such approval or consent shall not be unreasonably withheld or delayed. Such approval or consent by the City may be evidenced by an ordinance or resolution adopted by the governing body of the City or by an appropriate certificate executed by a person, firm or entity authorized to determine and give approval or consent on behalf of the City pursuant to an ordinance or resolution adopted by the governing body of the City. Such approval or consent shall be effective without regard to whether given before or after the time required herein and no such approval or consent of the City shall be required as a condition to any action by GBRA except as expressly required in this Contract.

SECTION 10.4. City's Consent to Location of System Facilities. If any part of the System should be located on any land, easement, right-of-way or other property now or hereafter owned by the City or in any present or future roads, streets, alleys, highways or public places within present or future corporate limits of the City or within the present or future extraterritorial jurisdiction of the City, the City hereby consents thereto and hereby grants or will grant to GBRA the right, privilege, easement and right-of-way, or will grant a franchise, to use such lands, roads, streets, alleys, highways or public places for the purpose of maintaining, operating, laying, repairing and removing any part of the System until termination of this Contract in order for GBRA to comply with the provisions of this Contract; provided, however, GBRA shall not serve customers other than the City from sewer mains or lines without a specific franchise from the City.

SECTION 10.5. Force Majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Contract (except the unconditional obligation of the City to make the payments required in this Contract), in whole or in part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability so caused, so long as such Party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply and inability on part of the City to provide water necessary for operation of its water and sewer system hereunder, or of GBRA to receive or treat waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 10.6. Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either Party and shall be cumulative. Recognizing, however, that both Parties' undertakings herein are obligations, failure in the performance of which cannot be adequately compensated in money damages alone, each Party agrees, in the event of any default on its part, that the other Party shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedy (other than termination) which may also be available to it.

SECTION 10.7. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

SECTION 10.8. Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either Party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of four (4) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to GBRA, to:

Guadalupe-Blanco River Authority
Attention: General Manager/CEO
P.O. Box 271
Seguin, Texas 78156-0271

If to the City, to:

City of Lockhart
Attention: City Manager
P.O. Box 239
Lockhart, Texas 78644

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party.

SECTION 10.9. Modification. This Contract shall be subject to change(s) or modification(s) only with the mutual consent of the governing bodies of each of the Parties hereto, but the City recognizes that any Bond Resolution may contain covenants by GBRA not to consent to certain change(s) or modifications of this Contract.

SECTION 10.10. Assignability. This Contract shall not be assignable by GBRA without the prior written consent of the City and shall not be assignable by the City without prior written consent of GBRA.

SECTION 10.11. Parties in Interest. This Contract shall be for the sole and exclusive benefit of GBRA, the City and the owners and holders of any Bonds. GBRA is hereby granted the specific right to assign, mortgage, transfer in trust, pledge or otherwise hypothecate or encumber the City's obligations to make payments under this Contract.

SECTION 10.12. Financing Statement. The City agrees that at the request of GBRA it shall execute a financing statement in a form satisfactory to GBRA and meeting the requirements of the Texas Business and Commerce Code to perfect any security interest created in connection with the issuance of any Bonds. The City further agrees to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

SECTION 10.13. Captions. The captions appearing at the first of each numbered article and section in this Contract are inserted and included solely for convenience and shall never be considered or given any effect in construing this Contract, or any provision hereof, or in connection with the duties, obligation, or liabilities of the respective Parties hereto or in ascertaining intent, if any question of intent should arise.

SECTION 10.14. Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.

SECTION 10.15. Merger. This Contract constitutes the entire agreement between the Parties relative to the subject matter thereof. There have been and are no agreements, covenants, representations or warranties between the Parties other than those expressly stated herein or expressly provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in six copies, each of which shall be deemed to be an original, as of the _____ day of November, 2016.

GUADALUPE-BLANCO RIVER AUTHORITY

By _____
Kevin Patteson
General Manager/CEO

ATTEST:

By _____

(SEAL)

CITY OF LOCKHART, TEXAS

By _____
Mayor, City of Lockhart, Texas

ATTEST:

By _____
City Secretary, City of Lockhart, Texas

(SEAL)

APPROVED IN WRITING AS TO FORM
BEFORE EXECUTION AND DELIVERY:

By _____
City Attorney, City of Lockhart, Texas

GBRARWD2.con

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kevin Patteson, General Manager/CEO of GUADALUPE-BLANCO RIVER AUTHORITY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Authority.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of November, 2016.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF LOCKHART §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Lew White, Mayor of the CITY OF LOCKHART, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, as the act and deed of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of November, 2016.

Notary Public in and for
the State of Texas

44

EXHIBIT A

THE PROJECT

System Treatment Facilities. The System Treatment Facilities consist of a 1.5 million gallon per day wastewater treatment plant and associated facilities together with the real property and interest in real property necessary for the construction, operation and maintenance of said treatment plant (FM20 Plant) and a 1.1 million gallon per day wastewater treatment plant and associated facilities together with the real property and interest in real property necessary for the construction, operation and maintenance of said treatment plant (Larremore Street Plant).



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: November 22, 2016				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i> 11-11-2016
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 type="checkbox"/> OTHER				
CAPTION				
Discussion and/or action regarding Wholesale Metering Service Agreement with the Lower Colorado River Authority (LCRA) to collect wholesale metering data at the Blackjack Substation and at the new Clear Fork Electric Substation on Maple Street, and appointing the City Manager to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
The purpose of this agreement is to contract with LCRA to capture data by metering all the points of wholesale electric power delivered at the electric substations from which Lockhart receives its power. The metering and record keeping are required to comply with ERCOT and other federal agency requirements.				
STAFF RECOMMENDATION				
City Manager and Electric Supt. Bob Leos recommend approval of the agreement as presented.				
List of Supporting Documents: Agreement			Other Departments, Boards, Commissions or Agencies:	

WHOLESALE METERING SERVICE AGREEMENT

This Wholesale Metering Service Agreement ("Agreement") is made and entered into this __ day of _____, 2016, ("Effective Date") by the LCRA Transmission Services Corporation ("LCRA TSC") an Electric Reliability Council of Texas ("ERCOT") transmission service provider, and City of Lockhart ("Lockhart" or "Customer") an ERCOT transmission and/or distribution service provider each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

WHEREAS, Section 10 of the ERCOT Nodal Protocols states that Transmission and Distribution Service Providers are responsible for supplying ERCOT with meter data associated with Non Opt-In Entity ("NOIE") points of delivery;

WHEREAS, LCRA TSC is registered with ERCOT as a Transmission Service Provider with DUNS number 0432268854000 and Customer is a NOIE registered with ERCOT as a Transmission and Distribution Service Provider with DUNS number 0746168634000;

WHEREAS, LCRA TSC is currently designated as the ERCOT Meter Reading Entity for Lockhart through the Lockhart NOIE Meter Point Registration Form on file with ERCOT as of April 2001;

WHEREAS, LCRA TSC has installed revenue quality metering and is currently providing metering service and supplying ERCOT with certain meter data associated with Customer's NOIE points of delivery in accordance with the LCRA TSC Wholesale Metering Service Tariff ("Tariff");

WHEREAS, LCRA TSC's Wholesale Metering Service is also provided to LCRA TSC transformation service customers to determine the billing demand for each transformation service point of interconnection;

WHEREAS, Customer may have in the future additional points of delivery or transformation service and desires LCRA TSC to continue to function as the meter reading entity for Customer's NOIE points of delivery in accordance with this Agreement; and

WHEREAS, LCRA TSC and Customer shall identify through this Agreement the Customer's specific Wholesale Metering Service Points and conditions associated with LCRA TSC's provision of Wholesale Metering Service to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Definitions** - For the purpose of this Agreement, the following terms shall have the meanings given as follows:

- a. ERCOT Nodal Protocols or "Protocols" shall mean the Electric Reliability Council of Texas Nodal Market Protocols as amended through August 18, 2016 and approved by the PUCT in docket numbers 23220, 23802 and 24770 and any subsidiary documents adopted or incorporated thereto by ERCOT as well as any subsequent amendments or supplements to the Protocols.
- b. ERCOT-Polled Settlement Meter or "EPS" meter shall mean a meter as defined in Section: 2 Definition and Acronyms of the ERCOT Protocols.
- c. LCRA TSC Wholesale Metering Service Tariff shall mean the tariff as approved by the PUCT in Docket No. 39891.
- d. LCRA TSC Wholesale Transformation Service Tariff shall mean the tariff as approved by the PUCT in Docket No. 39891.
- e. Meter Reading Entity or "MRE" shall mean an entity as defined in Section: 2 Definition and Acronyms of the ERCOT Protocols.
- f. Non Opt-In Entity or "NOIE" shall mean an electric cooperative or municipally owned utility that does not offer Customer Choice as defined as defined in Section: 2 Definition and Acronyms of the ERCOT Protocols.
- g. Public Utility Commission of Texas or "PUCT" shall mean the Texas state agency described in Chapter 12 of the Public Utility Regulatory Act, Title II of the Texas Utilities Code, as amended September 1, 2015.
- h. Qualified Scheduling Entity or "QSE" shall mean an entity as defined in Section: 2 Definition and Acronyms of the ERCOT Protocols.
- i. Resource shall mean an entity as defined in Section: 2 Definition and Acronyms of the ERCOT Protocols.
- j. Resource ID or "RID" shall mean a unique identifier for a Resource as defined by Section: 2 Definition and Acronyms of the ERCOT Protocols
- k. Transmission and/or Distribution Service Provider or "TDSP" shall have the meaning as defined in Section 2 of the ERCOT Protocols.
- l. Transmission Service Provider or "TSP" shall have the meaning as defined in Section 2 of the ERCOT Protocols.
- m. VEE interval data shall mean data from an Interval Data Recorder as those terms are defined in Section: 2 Definition and Acronyms of the ERCOT Protocols and Section 10: Metering, Paragraph 10.11.3 (1) of the Protocols.

n. Wholesale Metering Service shall mean the measurement, recording, translation and/or reporting of electric power and energy flow at Wholesale Metering Service Points as identified in Exhibits A and B hereto.

o. Wholesale Metering Service Points shall mean those locations in Customer's electric system identified in Exhibit A hereto where metering data will be measured and processed by LCRA TSC.

2. **Establishment of Wholesale Metering Service** – LCRA TSC will provide Wholesale Metering Service at locations specified in the Wholesale Metering Service Point List ("List") attached to this Agreement as Exhibit A and as it may be amended from time to time. Exhibit A also identifies the meter data processing LCRA TSC shall perform for each Wholesale Metering Service Point on the List in accordance with the technical considerations described in Exhibit B.

3. **Term and Termination** –

a. This Agreement becomes effective on the Effective Date and continues in effect for a period of one (1) year. It shall renew automatically each year thereafter until either party terminates the Agreement.

b. At any time Customer may terminate at will and for convenience subject to the applicability of any Early Removal Fee.

c. The Parties may terminate this Agreement by mutual agreement.

d. LCRA TSC may terminate this Agreement if it no longer has a Wholesale Metering Tariff approved by the PUCT.

e. Customer may terminate a specific Wholesale Metering Service Point upon 90 days written notice to LCRA TSC. Provided however, that Wholesale Metering Service Point(s) where LCRA TSC provides transformation service cannot be terminated without concurrent termination of transformation service at that point.

f. Termination of any Wholesale Metering Service Point, for any reason, shall be subject to any applicable Early Removal Fees as described below. This Agreement shall automatically terminate if and when all Wholesale Metering Service Points have been terminated.

4. **Establishing and Terminating Wholesale Metering Service Points** –

a. Customer shall provide a minimum of six (6) months prior notice when a Wholesale Metering Service Point is to be added to this Agreement and installed by LCRA TSC. Changes to Wholesale Metering Service Points, such as transformer changeouts, voltage conversions, feeder additions, potential transformer or current transformer replacements, shall be planned and/or communicated to LCRA TSC with a

minimum of six (6) months lead time or next business day if an emergency situation arises.

b. Upon termination of this Agreement or a specific Wholesale Metering Service Point, each individual Wholesale Metering Service Point that has been in service less than five (5) years will be assessed an early removal fee (Early Removal Fee) computed as a lump sum payment calculated as a proration of the monthly meter service fee multiplied by the difference between sixty (60) months and the number of months each individual Wholesale Metering Service Point has actually been in service. For example; a Wholesale Metering Service Point installed 48 months before this Agreement or that specific Wholesale Metering Service Point terminates would have an early removal time remaining of 12 months and would be assessed an Early Removal Fee of the then current monthly meter service charge multiplied by 12.

c. Upon termination of this Agreement or a specific Wholesale Metering Service Point, Customer shall have the first right to purchase LCRA TSC's equipment at LCRA TSC's net book value (the original cost of the equipment, less accumulated depreciation) at the Wholesale Metering Service Points on the List that do not affect other customers and where LCRA TSC does not provide wholesale transformation service pursuant to LCRA TSC's Wholesale Transformation Tariff. If Customer does purchase LCRA TSC's equipment at a Wholesale Metering Service Point then the Early Removal Fee will not apply to that Wholesale Metering Service Point.

5. **Service Charge** – Wholesale Metering Service is provided, and the charge for this service is determined, in accordance with LCRA TSC's Wholesale Metering Service Tariff or its successor, as it may from time-to-time be fixed and approved by the PUCT. LCRA TSC shall invoice Customer monthly for the specific Wholesale Metering Service Points actually in service during the past month; and, during the first month of service, the service charge will be pro-rated to the number of days the point is actually in service. A Wholesale Metering Service Point is determined to be in service when LCRA TSC has installed and activated its metering equipment for that point and begins reading and processing the meter data. At its sole discretion, LCRA TSC may grant a grace period of up to 90 days to initiate charges when Customer facilities being metered are delayed. LCRA TSC shall invoice Customer for any applicable Early Removal Fees within 90 days of termination of the Wholesale Metering Service Point.

6. **Payment of Monthly Invoices** –

a. Lockhart shall pay LCRA TSC at the address shown in LCRA TSC's Accounts Receivable system the amount due within thirty (30) days after receipt of such invoice. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the rate prescribed by the "Prompt Payment Act", Chapter 2251, Vernon's Tex. Gov't Code, as amended, 2003, until paid in full.

b. Lockhart reserves the right to review LCRA TSC's invoices, and to audit and examine at any reasonable time the books and records of LCRA TSC to the extent necessary to verify the accuracy of any statement, charge, computation or invoice made under the Agreement, and to recover any overcharges paid by it.

c. Lockhart's obligations under this Agreement are payable only and solely from funds appropriated and available for the purpose of this purchase. Lack of funds shall render this Agreement null and void to the extent that funds are not available. Lockhart agrees that it shall not request services for which funds have not been appropriated and are not available.

7. Metering Equipment –

a. LCRA TSC shall design, construct, operate and maintain wholesale meter packages that utilize metering accuracy instrument transformers, whether supplied by LCRA TSC or Customer, as shown on LCRA TSC prints, and interval data recorder (IDR) meters that meet all requirements of the ERCOT Nodal Protocol Section 10, the Settlement Metering Operating Guide (SMOG) and the ERCOT Nodal Operating Guides. LCRA TSC shall have the right to install on Customer's premises, metering equipment, communications equipment, and related appurtenances as required by LCRA TSC to provide a Wholesale Metering Service Point. Customer shall allow LCRA TSC to utilize Customer's available communications infrastructure, as determined by Customer, to the extent necessary for carrying out this Agreement and without cost to LCRA TSC.

b. Any equipment installed by LCRA TSC is and shall remain the property of LCRA TSC and LCRA TSC shall be entitled to remove such equipment at the termination of this Agreement unless equipment is otherwise purchased by Customer. LCRA TSC shall be entitled to abandon in place certain current transformers, switches, cables, conduits, etc. if the Customer and LCRA TSC determine that removal of LCRA TSC's equipment would place a significant burden on Customer's distribution delivery service (outages); and under such conditions Customer would take responsibility for future removal and salvage without accounting of those items at its discretion and expense.

c. Customer hereby grants LCRA TSC license and permission to enter upon the premises and easements of Customer for the purpose of performing the work or any other activities associated with or contemplated by this Agreement, subject to Customer's physical security access practices and procedures. Customer shall have the right to witness an audit or test carried out by the LCRA TSC for Wholesale Metering Service Points on the List.

8. Customer Supplied Information – Customer shall supply LCRA TSC with Customer owned power transformer parameters, thirty (30) days prior to energization of each new or replaced power transformer for which LCRA TSC provides metering service, in order for LCRA TSC to apply, as appropriate, transformer loss compensation to meter data before submitting data to ERCOT.

9. Notices and Contact Information – Notices of an administrative nature, including but not limited to a notice of termination or a request for amendment, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing by email, telefax or hard copy delivery to the following, as appropriate:

City of Lockhart

Attn: Vance Rodgers
City Manager
P.O. Box 239
Lockhart, TX 78644

E-mail: vrodgers@lockhart-tx.org

LCRA TSC:

Attn: Sergio Garza
LCRA Vice President, Transmission Design and Protection
P.O. Box 220
Austin, TX 78767-0220

E-mail: sergio.garza@lcra.org

10. INDEMNIFICATION – TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LCRA TSC SHALL INDEMNIFY AND HOLD LOCKHART, AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OFFICIALS, HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, CLAIMS, DEMANDS AND JUDGMENTS ARISING OUT OF OR CONCERNING DAMAGE TO OR LOSS OF THE USE OF THE PROPERTY ANY PERSON OR PARTY, OR OUT OF THE DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKERS' COMPENSATION OR LOSS OF SERVICES OF ANY PERSON, AND ANY OTHER COST, LOSS OR EXPENSE LOCKHART MAY INCUR AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT BY THE LCRA TSC, OR ITS AGENTS OR EMPLOYEES, IN THE PERFORMANCE OF THE WHOLESALE METERING SERVICES UNDER THIS AGREEMENT. ANY OBLIGATIONS OF LOCKHART UNDER THIS CLAUSE OR UNDER ANY OTHER PART OF THIS AGREEMENT ARE PAYABLE SOLELY FROM AND TO THE EXTENT OF THE REVENUES OF THE ELECTRIC UTILITY SYSTEM OF LOCKHART AND NOT FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR FROM ANY OTHER REVENUES OF THE CITY OF LOCKHART TEXAS. THIS CLAUSE DOES NOT CREATE AN ENCUMBRANCE, PLEDGE, OR LIEN ON LOCKHART'S ELECTRIC UTILITY SYSTEM REVENUES. LIKEWISE, TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCKHART SHALL INDEMNIFY AND HOLD HARMLESS FROM ALL CLAIMS AND LIABILITIES AS SET FORTH ABOVE, LCRA TSC, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OFFICIALS, WHICH MAY RESULT FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LOCKHART, OR ITS AGENTS OR ITS AGENTS AND EMPLOYEES IN CONNECTION WITH THE WHOLESALE METERING SERVICES.

11. Other Terms and Conditions –

- a. Each Party shall notify the other party prior to any changes to their ERCOT registration status or NOIE status that may affect this Agreement.

- b. LCRA TSC will allow read-only access to its meters for Customer and Customer's QSE after execution of separate letter agreement in the form of Exhibit C or its replacement as prepared by LCRA TSC.
- c. Upon request, LCRA TSC shall provide an email(s) to Customer containing the latest VEE interval data, but LCRA TSC will not send such data directly to Customer's QSE.
- d. LCRA TSC retains the right to determine which metering points are EPS meter sites versus TDSP read points.
- e. Generation/Resource EPS meter sites and NOIE bi-directional EPS meter sites are not covered by this Agreement, except as described in Exhibit B where LCRA TSC provides virtual delivery points.
- f. For Resources connected at distribution voltage, it is Customer's responsibility to work with the Resource for interconnection / resource registration; and LCRA TSC may provide Wholesale Metering Service (meter package installation, RID assignment and meter point registration, data processing, and data submittal) per this Agreement with Customer being charged for meter service, but LCRA TSC shall not be required to provide service directly to any such third party Resource.
- g. This Agreement constitutes the entire understanding of the Parties relating to the subject matter of the Agreement; and there shall be no modification or waiver of the Agreement except by writing signed by the Party asserted to be bound thereby.
- h. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that neither Party may assign this Agreement or subcontract the performance of Wholesale Metering Services under the Agreement, in whole or part without the prior written consent of the other Party which consent shall not be unreasonably withheld.
- i. No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this Agreement are cumulative and shall not be considered exclusive of any other rights or remedies provided by law.
- j. If any section or part of this Agreement is declared invalid by any Court of competent jurisdiction, the Court's decree shall not affect the remainder of this Agreement, and the remainder of the Agreement shall remain in full force and effect with the deletion of the part declared invalid.
- k. The Parties agree and intend that all disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the Parties under the Agreement, or respecting any performance or failure of performance by

either Party under the Agreement, shall be governed by the laws of the State of Texas, with primary jurisdiction and venue at the PUCT.

1. The Parties signing this Agreement warrant that they are the representatives of their entities and that they have been duly authorized to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives in two (2) counterparts, each of which shall constitute an original.

CITY OF LOCKHART

By: _____

Name: _____

Title: _____

Date: _____

LCRA TRANSMISSION SERVICES CORPORATION

By: _____
Sergio Garza, P.E.

Title: LCRA Vice President, Transmission Design and Protection

Date: _____

55

Exhibit A
WHOLESALE METERING SERVICE POINT LIST

Wholesale Invoice Delivery Point if Different than Substation	Substation		Recorder ID	LCRA TSC as ERCOT MRE?	ESI-ID / RID	Transformation Service from LCRA TSC?	Virtual Delivery Point?	In-Service Date	Termination Date	Comments
	Name	Number								
	LOCKHART	154	004LOCK110	YES	1011119004LOCK110	YES	NO	market open		
	LOCKHART	154	004LOCK210	YES	1011119004LOCK210	YES	NO	market open		
	CLEAR FORK	597	004CLFO210	YES	1011119004CLFO210	YES	NO	Estimated November 2016		New meter installation

Exhibit B
Technical Considerations for Meter data Processing
Reference ERCOT Nodal Protocols for Definitions

- a) **Where LCRA TSC is the ERCOT Meter Reading Entity (MRE) --**
For Wholesale Metering Service Points on the List with LCRA TSC as the ERCOT Meter Reading Entity (MRE), LCRA TSC shall determine an ESI-ID or RID, as applicable. The ESI-ID or RID shall be registered with ERCOT on the Customer's NOIE Meter Point Registration Form and the Parties shall each receive an electronic copy of that ERCOT registration. LCRA TSC shall provide ERCOT with settlement quality meter data for each ESI-ID and RID and shall ensure that, at a minimum, the validation, editing, and estimation (VEE) of meter data will be conducted in accordance with ERCOT Nodal Protocols and that all data is submitted in accordance with the ERCOT Nodal Protocols including requirements of the Texas Standard Electronic Transaction (TX SET) electronic data interchange. LCRA TSC will endeavor to submit Customer's settlement meter data prior to ERCOT initial settlement.
- b) **Where LCRA TSC Provides Transformation Service --**
For Wholesale Metering Service Points on the List identified as transformation service points, meter data is used internally for LCRA TSC invoicing for transformation service. This does not require LCRA TSC to be the MRE. This does not require Customer to be a NOIE, but rather a transformation service customer of LCRA TSC.
- c) **Where LCRA TSC provides virtual delivery points --**
For Wholesale Metering Service Points on the List identified as virtual delivery points, net load meter data is submitted to Customer and may or may not be sent to ERCOT, as appropriate. For example, virtual delivery points are derived from ERCOT Polled Settlement (EPS) metering sites where the net load from the EPS metering is assigned to Customer's NOIE load.
- d) **Where LCRA TSC provides meter data to ERCOT for validation of ERS telemetry and response --**
For Wholesale Metering Service Points on the List identified as ERS (Emergency Response Service), LCRA TSC will submit settlement quality 15 minute interval meter data to ERCOT using TX SET transactions no later than 35 days after the end of a month. LCRA TSC will assign the ESI-ID for the TX SET transaction and provide this information to the entity registering the resource for their RARF submittal to ERCOT. This is not a settlement ESI-ID for Customer's NOIE and ERCOT will determine if the point is to be listed on Customer's NOIE Meter Point Registration Form. The purpose of this meter data is for validation of telemetry and response for a registered resource which will provide market services to ERCOT.

Exhibit C Form of Letter Agreement

Dear Sirs:

LCRA Transmission Services Corporation (LCRA TSC) has received the request by CUSTOMER to permit read-only access to the QSE for LCRA TSC meters on the CUSTOMER loads at the delivery points shown below. LCRA TSC, as the meter reading entity for CUSTOMER, maintains meters at these CUSTOMER non-opt in entity (NOIE) load delivery points for the purpose of providing settlement quality interval meter data to ERCOT in accordance with LCRA TSC's Wholesale Metering Service tariff, and is in agreement to permit QSE to dial-up and read the meters with the following understanding and terms of agreement:

1. This arrangement is applicable to the following recorder IDs:
 - a. xxx sub: yyyyyy
 - b. xxx sub: yyyyyy
2. The QSE will be given by LCRA TSC a read-only password and MV-90 meter information for QSE's use to interrogate the above listed meters and QSE agrees that they will not share the meter access information with any other company. QSE may be required to establish a dial-up phone circuit in order to access meter.
3. QSE will provide contact information in the space below for a technical contact for receiving and verifying the meter access information.
4. The raw meter data is to be used by QSE "as-is" without warranty or representation by LCRA TSC of its validity or appropriate use for any intended purpose. LCRA TSC normally performs validation, editing, and estimation (VEE) on the raw meter data and sends the VEE interval data to ERCOT and to CUSTOMER, however, QSE desires to access the meter data directly from the meter and accepts the condition of the meter data "as-is".
5. The meters may not always be available for QSE to access due to communication problems, hardware problems, or software problems, and QSE accepts these risks without fault or responsibility to LCRA TSC for any immediate relief. LCRA TSC will also be accessing these same meters in order to provide the settlement quality interval meter data to ERCOT and will address any and all problems with access to the meters through LCRA TSC's internal processes.
6. QSE agrees to avoid accessing these meters between mid-night and 3:00 am due to that time slot being made available solely for access by LCRA TSC. Should conflicts with meter access arise, LCRA TSC may designate a different time for QSE to access the meters.
7. The term of this agreement is through [DATE], however, LCRA TSC may revoke this access at its sole discretion at any time with written or verbal notification to CUSTOMER and QSE.

CUSTOMER Consent:

Signature: _____ *FUTURE* _____
Printed Name: _____
Title: _____

Date: _____

QSE Consent:

Signature: _____
Printed Name: _____
Title: _____

Date: _____

QSE Technical Contact Information:

Name: _____
Email: _____

Phone Number: _____

Vance Rodgers

NOV 22

From: Ray Pfefferkorn <Ray.Pfefferkorn@LCRA.ORG>
Sent: Friday, October 28, 2016 4:26 PM
To: Vance Rodgers
Cc: Mark Rollins
Subject: Wholesale Metering Service Agreement
Attachments: CO LOCKHART WMSA DOC.docx

LCRA

Vance,

I called today, but wasn't able to connect with you, so I am sending this email to introduce this topic. I am sending you a new Wholesale Metering Service Agreement for your review and execution. See attached. I understand that the Clear Fork Substation meter point will be coming on-line in the next few weeks and would like to get this in place as that happens. Even though this is a new written agreement, the services at Lockhart Sub and the fees are already in place and are not changing through this agreement.

Background:

This Wholesale Metering Service Agreement between LCRA TSC and the City of Lockhart is a new services agreement to capture all the points of service (metering points). The actual service is not new and there is no change in charges for the service, so this is just a written agreement that we really don't have at this time.

The reason for the new agreement is a way to give you a written commitment for services and to give LCRA TSC a tool to document the commitment from the City of Lockhart for requested service and for that next LCRA TSC meter installation (like Clear Fork Sub). LCRA TSC is currently providing this service under its Wholesale Metering Service tariff without a separate agreement in place. I hope this makes sense as to the direction we are seeking. I hope that the City of Lockhart chooses to continue to allow LCRA TSC to provide the City with quality wholesale metering service through this agreement.

Questions?

I will be glad to come visit or discuss over the phone to answer any questions you might have about this agreement.

I look forward to working with you to get this agreement in place. If you find this version acceptable, I can begin the execution of the agreement on this end or you can print, sign, and send me a scanned color copy.

Regards,
Ray

Arthur Ray Pfefferkorn, P.E.

Lower Colorado River Authority | Director, Transmission Design

☎ 512-578-4534 📠 512-376-8431 📠 512-578-4193

Ray.Pfefferkorn@lcra.org

Enhancing the Lives of Texans



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: November 22, 2016				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>AR</i> 11-11-2016
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 Interlocal Agreement with Caldwell County for storage of County rescue boat and associated equipment/accessories at 214 Bufkin Lane, and appointing the Mayor to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
Caldwell County Emergency Operations needs a place to store a swift water rescue boat and its' associated equipment. The storage place needs to be centrally located in the County. Sufficient storage space is available at 214 Bufkin Lane. The boat would also be available for Lockhart Fire Fighters to use needed.				
STAFF RECOMMENDATION				
City Manager recommends approval of the proposed agreement.				
List of Supporting Documents: Proposed Interlocal Agreement			Other Departments, Boards, Commissions or Agencies:	

STATE OF TEXAS

§
§
§

COUNTY OF CALDWELL

INTERLOCAL AGREEMENT BETWEEN
CITY OF LOCKHART AND CALDWELL COUNTY FOR STORAGE OF
COUNTY PROPERTY

This Interlocal Agreement for Storage of County Property (hereinafter referred to as the "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County"), by and through the Caldwell County Commissioners Court, and the City of Lockhart, Texas, a municipal corporation of the State of Texas located in Caldwell County (hereinafter referred to as the "City"), by and through its City Council. In this Agreement, the County and the City are sometimes referred to jointly as the "Parties" or individually as a "Party."

WHEREAS, pursuant to Chapter 791 of the Texas Government Code and in compliance with the provisions of the Interlocal Cooperation Act, the City and County, as local governments, desire to enter into this Agreement; and

WHEREAS, the County does not possess safe and adequate means to provide for the storage of the County's rescue boat and associated equipment/accessories; and

WHEREAS, the City possesses a suitable and adequate storage facility for the County's rescue boat and associated equipment/accessories; and

WHEREAS, City and County desire to enter into this Agreement for the performance of certain governmental functions in order to increase the efficiency and effectiveness of each local government and with agencies of the state, specifically regarding the storage, maintenance, and deployment of a rescue boat (hereinafter referred to as "RBI") owned by County; and

WHEREAS, the parties acknowledge that this Agreement states the purpose, terms, rights, and duties of the parties, and that this is an Agreement for storage, and not an Agreement for fire or emergency services.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

60

**I.
PURPOSE**

The purpose of this agreement is to provide safe and adequate means for the County to store, maintain, and deploy, with approved response agencies, RB1, for water rescues and other public safety requirements in response to natural and man-made disasters or other related purposes that might impact the general public.

**II.
RESPONSIBILITIES**

1. The City agrees to provide a storage location, 214 Bufkin Lane, Lockhart, Texas 78644, (hereinafter referred to as the "Property") for RB1, which will be accessible by first responders certified to use or maintain the rescue boat. Said location will house the boat, trailer and related equipment.
2. The County agrees to authorize City first responders' use of RB1 and its related equipment in the need of an emergency. Said County authorization must be in writing by a designated representative, to include the Emergency Management Coordinator or delegate with the Caldwell County Office of Emergency Management.
3. The Parties agree that the County, and those authorized by the County, shall have access to the Property and RB1 at all times without being subject to City approval for the purposes of storing, maintaining, and deploying RB1. Such access shall be provided by the Lockhart Fire Department, located at the Property, upon notice by the Emergency Management Coordinator or his delegates. The County will provide the City with a list of delegates authorized to approve access to and deployment of RB1.
4. The County agrees to obtain and provide the City with proof of a Certificate of Liability Insurance that includes the City as being co-insured against any damage to or theft of RB1 and its components and related equipment, and any property damage or personal injury, including death, related to or arising from the storage, maintenance, and/or deployment of RB1 on the Property.

**III.
TERM**

1. The term of this Agreement shall begin on the date that the second party executes the Agreement, with the authorization of its governing body, and last for an initial period of one year, with automatic annual renewals thereafter.
2. This Agreement may be terminated at any time and for any reason by either Party upon thirty (30) days' written notice sent via certified mail, return receipt requested, to the contacts referenced in Section V below.

**IV.
IMMUNITIES**

By entering into this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and/or functions or otherwise arising pursuant to this Agreement or the deployment or operation of the RB1.

**V.
MISCELLANEOUS**

1. No modification or amendment to this Agreement shall become valid unless in writing and signed by both Parties.
2. Any failure of a Party to this Agreement, at any time, to enforce or require the strict keeping of any provision of this Agreement shall not constitute a waiver of such provision, and shall not affect or impair same or the right of that Party at any time to avail itself of same.
3. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by both parties. Venue for all purposes relating to this Agreement is Caldwell County, Texas. Notices, correspondence, and all other communications shall be addressed as follows:

If to **City of Lockhart**
P.O. Box 239
Lockhart, Texas 78644
Attention: Mayor

If to **Caldwell County**
Caldwell County
110 S. Main St.
Lockhart, Texas 78644
Attn: County Judge

**VI.
APPLICATION OF LAW**

This Agreement shall be governed by the laws of the State of Texas. If a final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

**VII.
VENUE**

Venue for all lawsuits concerning this Agreement will be in Caldwell County, Texas.

**VIII.
ENTIRE AGREEMENT**

This Agreement contains the full and complete understanding between the Parties and supersedes all prior agreements and understanding pertaining hereto and cannot be modified except by a writing signed by each Party. This Agreement shall also serve to confirm that no representative of the County nor anyone acting on County's behalf gave, is planning to give, or agreed to give anything of value to any employee of the City, or anyone in any way associated with the City, in exchange for the use of the Property as provided for hereunder.

The Parties to this Agreement hereby agree to the aforesaid terms and conditions, as is evidenced by the duly authorized signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CALDWELL COUNTY

County Judge

Date: _____

Attest:

County Clerk

CITY OF LOCKHART

Mayor

Date: _____

Attest:

City Secretary



**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: November 22, 2016			
Department: EMS City of Lockhart		Initials	Date
Department Head: Yance Rodgers	Asst. City Manager		
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Signature]</i>	11-17-2016
Agenda Coordinator/Contact (include phone #)			

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

CAPTION

Discussion/Action regarding the City of Lockhart Emergency Medical Services with assistance from the Lockhart Fire Department entering into a Memorandum of Agreement for emergency medical care services with the Lockhart Secure Work Program Facility (MTC), and appointing the City Manager to sign the document if approved.

FINANCIAL SUMMARY

N/A GRANT FUNDS OPERATING EXPENSE REVENUE CIP BUDGETED NON-BUDGETED

FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00

FUND(S):

SUMMARY OF ITEM

MTC is requesting the City of Lockhart EMS to enter into a Memorandum of Agreement for emergency medical care services with assistance from the Lockhart Fire Department during any disaster/mass care incidents for response to their Lockhart Facility with certain assurances and conditions as specified in the agreement.

STAFF RECOMMENDATION

City Manager recommends approval

List of Supporting Documents: Lockhart Secure Work Program Facility (MTC) Memorandum of Agreement	Other Departments, Boards, Commissions or Agencies:
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------

**MUTUAL ASSISTANCE AGREEMENT BETWEEN
MTC LOCKHART CORRECTIONAL FACILITY &
LOCKHART EMS**

THIS AGREEMENT made and entered into this day of , 2016, by and between MTC Lockhart Correctional Facility and Lockhart EMS Department.

WITNESSETH:

WHEREAS, each of the parties hereto maintain personnel and equipment for the preservation for peace within its own jurisdiction and areas, and;

WHEREAS, the parties hereto desire to augment the enforcement of security and control available in and to their various establishments, districts, agencies, and municipalities;

WHEREAS, the land or districts of the parties hereto are within adjacent or contiguous so that mutual assistance, in the event of an emergency, is deemed feasible, and;

WHEREAS, it is the policy of the MTC Lockhart Correctional Facility, and Lockhart EMS agency and of their governing body to conclude such agreement wherever practicable; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance to one another and maintain safety, security, and control in accordance with these terms;

THEREFORE IT IS AGREED THAT;

1. Wherever it is deemed advisable by the senior official of agency belonging to a party to this agreement, or by the senior officer of any such department, to request assistance under the terms of this agreement, he or she is authorized to do so, and the senior officer on duty of the department receiving the request shall forthwith take the following action;
 - A. Immediately determine if the requested personnel or equipment can be spared in response to the call.
 - B. Determine the exact mission to be assigned in accordance with the detailed plans and procedures of the operation drawn in accordance with this agreement by the technical heads of the agencies involved.
 - C. Forthwith, dispatch the personnel and equipment requested, or such personnel and equipment that can be spared, with complete instruction as to the mission, in accordance with the terms of this agreement.

2. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance cannot be rendered.
3. The technical head of the agency requesting assistance shall assume full charge of the operation, however, personnel and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior official of the agency rendering assistance.
4. The chief officers of the agencies of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each agency's area of responsibility for guided familiarization tours as feasible, to jointly conduct planning and training sessions and or drills.
5. The technical heads of the EMS agency and the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
6. This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties here to or by written notice by one party to the other party giving thirty (30) days written notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have extended this agreement within the City of Lockhart, Texas, on the day and year first above written.

J.Frawner, Warden

Vance Rodgers, City Manager
City of Lockhart

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 type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: November 22, 2016				
Department: City Manager		Initials	Date	
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager	<i>[Signature]</i>	11-11-2016
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 Mutual Assistance Agreement between the City of Lockhart Fire Department and the MTC Lockhart Correctional Facility, a private correctional facility contracting with the Texas Department of Criminal Justice to provide prison facilities and services in Caldwell County, to facilitate fire drills, and other public safety exercises in the interest of public health, safety, security, welfare, and peace, and appointing the City Manager to sign the agreement if approved				
FINANCIAL SUMMARY				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
FUND(S):				
SUMMARY OF ITEM				
This agreement will provide the mechanism and basis for public safety exercises and mock drills with the Lockhart Fire Department and MTC personnel in the interest of public safety.				
STAFF RECOMMENDATION				
City Manager and Fire Chief Gorman respectfully recommend approval of the proposed agreement.				
List of Supporting Documents: Agreement		Other Departments, Boards, Commissions or Agencies:		

STATE OF TEXAS)
)
COUNTY OF CALDWELL)

MUTUAL ASSISTANCE AGREEMENT BETWEEN
MTC LOCKHART CORRECTIONAL FACILITY &
LOCKHART FIRE DEPARTMENT

THIS AGREEMENT is made and entered into by and between MTC Lockhart Correctional Facility, a private correctional facility contracting with the Texas Department of Criminal Justice to provide prison facilities and services in Caldwell County, Texas for the State of Texas, and the Lockhart Fire Department, the Texas municipal fire department of the City of Lockhart, Texas, a Texas municipal corporation located in Caldwell County, Texas.

WHEREAS, each party hereto maintains personnel and equipment for the preservation of public health, safety, security, welfare and peace; and

WHEREAS, the parties desire to enter into this agreement to serve the public purpose of providing mutual assistance to each other for public health, safety, welfare, security and peace; and

WHEREAS, the parties are located adjacent to or contiguous with each other, so that mutual assistance is feasible and appropriate in the event of an emergency; and

WHEREAS, it is the policy of the MTC Lockhart Correctional Facility and local emergency and public safety agencies to enter into mutual assistance agreements where practicable in order to serve the public purpose; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to render assistance to each other and maintain public health, safety, security, welfare and peace in accordance with these terms.

THEREFORE IT IS AGREED THAT:

1. Whenever it is deemed advisable by the senior officer on duty of a party, to request assistance of the other party under the terms of this agreement, s/he is authorized to do so by stating the nature of the mission, the amount and type of equipment and number of personnel requested, and the location to which the equipment and personnel are to be dispatched, to the senior officer on duty of the responding party.
2. The senior officer on duty of the responding party shall take the following action upon a request for assistance by the senior officer on duty of the requesting party:
 - A. Determine the exact mission requested in accordance with the detailed plans and procedures established by the parties in accordance with this agreement.

68

- B. Immediately determine if the requested personnel and/or equipment can be spared in response to the mission.
- C. Provide complete instructions as to the mission, where personnel and/or equipment are dispatched, in accordance with the terms of this agreement.
- 3. The rendering of assistance under the terms of this agreement is discretionary. The responding party shall immediately notify the requesting party if, for any reason, assistance cannot be rendered or only a limited response is forthcoming, after the responding party determines the mission.
- 4. The senior official requesting assistance shall have full charge of the mission. However, personnel and equipment of the responding party shall be under direct supervision of the senior official on duty of the responding party. The responding party shall be released by the requesting party when the services of the responding party are no longer required or when the responding party, in its sole determination, is needed within the area for which it normally provides service.
- 5. The parties shall immediately meet and create a schedule to visit each other's facilities for familiarization tours, and to jointly conduct planning and training sessions and drills.
- 6. The parties shall meet and draft detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification in writing by the senior official of each party.
- 7. Each party, when participating in any activity under this agreement, is solely responsible for its actions and the actions of its employees, agents or volunteers. Each party shall be responsible for injuries or death to its employees, agents or volunteers while performing under this Agreement. Neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions or otherwise arising hereunder.
- 8. This agreement shall be effective upon the date entered below and shall remain in full force and effect until terminated by mutual agreement of the parties, or by thirty (30) days' written notice of termination by one party to the other party.

IN WITNESS WHEREOF, the parties enter into this agreement on the ____ day of _____, 2016.

James Frawner, Senior Warden
MTC Lockhart Correctional Facility

Joseph Gorman, Fire Chief
Lockhart Fire Department

69

Vance Rodgers

From: Vance Rodgers
Sent: Tuesday, November 15, 2016 2:55 PM
To: Vance Rodgers
Subject: Stuff

Tim condon drawing 1.5 acres min.
Siren answer
Stewart property access, dev plat or subdv

LIST OF BOARD/COMMISSION VACANCIES

Updated: November 3, 2016

11

Board Name	Reappointments/Vacancies	Council member
Construction Board of Appeals	VACANT – Walter Stephens verbally resigned-Aug 12, 2016	Mayor Pro-Tem Sanchez

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Paul Buckner	Parks & Recreation Advisory Board	April 1, 2016	District 2

21

<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>

73

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

74

Councilmember	Board/Commission	Appointee	Date Appointed
Mayor – Lew White	Airport Board Board of Adjustment Construction Board Ec Dev. Revolving Loan Ec Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning ETJ Rep-Impact Fee Adv Comm	John Hinnnekamp Mike Annas Ralph Gerald W.R. Cline Alan Fielder, Vice-Chair Joe Colley, Chair John Lairsen Stephamie Riggins Albert Villalpando, Chair Bill Faust Larry Metzler	01/17/12 01/17/12 01/17/12 01/17/12 01/17/12 01/17/12 01/05/16 01/17/12 01/17/12 01/17/12 03/18/14 10/18/16
District 1 – Juan Mendoza	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	Larry Burrier Lori Rangel Mike Votee Ryan Lozano Dyrall Thomas Thomas Herrera Victor Corpus Shirley Williams Linda Thompson-Bennett Marcos Villalobos	06/19/12 05/01/12 10/04/16 08/15/06 04/05/11 07/17/12 06/04/13 01/17/12 08/19/08 11/01/16
District 2– John Castillo	Airport Board Board of Adjustment Construction Board EcoDev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Reed Coats Juan Juarez Israel Zapien Rudy Ruiz Fermin Islas, Chair James Briceno Ron Faulstich Donnie Wilson James Torres Rob Ortiz, Alternate Manuel Oliva	01/17/12 08/04/16 01/17/12 05/03/16 01/04/11 05/03/11 10/04/16 01/04/11 05/03/11 05/06/08 05/03/11

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

57

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
District 4 - Jeffry Michelson	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander James Paul Denny, Vice-Chair Kathy McCormick Donaly Brice Russell Wheeler Mary Beth Nickel	07/01/08 01/20/15 04/19/16 11/01/16 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 10/18/16
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

76

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
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: November 22, 2016				
Department: City Secretary		Initials	Date	
Department Head: Connie Constancio		Asst. City Manager		
Dept. Signature: <i>Connie Constancio</i>		City Manager		
		<i>(Signature)</i>	11-27-16	
Agenda Item Coordinator/Contact (include phone #): Connie Constancio, 512-398-3461 ext. 235				
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 Resolution 2016-18 canvassing the General Election held on November 8, 2016 for the Election of one Councilmember District 1, one Councilmember District 2, and two Councilmembers At-Large.				
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				
Resolution 2016-18 provides the final results of the November 8, 2016 General Election.				
The Resolution provides the final results to be canvassed. The Oath of Office will be administered immediately after the canvass.				
STAFF RECOMMENDATION				
Staff recommends approval of Resolution 2016-18, as presented.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
<ul style="list-style-type: none"> • Resolution 2016-18 • Election results as provided by the Caldwell County Elections Administrator 		<ul style="list-style-type: none"> • Caldwell County Elections Administrator 		

RESOLUTION 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CANVASSING THE GENERAL ELECTION HELD NOVEMBER 8, 2016 FOR THE ELECTION OF COUNCILMEMBER DISTRICT 1; COUNCILMEMBER DISTRICT 2; AND, TWO (2) COUNCILMEMBERS AT-LARGE.

WHEREAS, the City Council of the City of Lockhart, Texas, ordained that an election be held within the City of Lockhart on the 8th day of November 2016, for the purpose of electing Councilmember District 1; Councilmember District 2; and, two (2) Councilmembers At-Large; and,

WHEREAS, the City Council of the City of Lockhart, Texas, desires to canvass returns and declare the results of an election held in the City of Lockhart on the 8th day of November 2016; and,

WHEREAS, it is hereby found and determined that said election was held in accordance with the authorizing proceedings, that notice of election was duly given in the form, manner, and the time required by law, and that said election was in all respects legally held and conducted in accordance with the laws of the State of Texas applicable thereto; and,

WHEREAS, the returns of the said election have been made to this governing body and said returns, duly and legally made, shows the following votes were cast for Councilmember in District 1; Councilmember in District 2; and, two (2) Councilmembers At-Large as follows:

		EARLY VOTING	CITY 1	CITY 2	CITY 3	CITY 4	TOTAL
DISTRICT 1	Juan Mendoza	190	85	-	-	-	275
	Timoteo "Tim" Juarez, Jr.	157	64	-	-	-	221
DISTRICT 2	Louis A. Cisneros	238	-	120	-	-	358
	John G. Castillo	228	-	143	-	-	371
AT-LARGE	Angie Gonzales-Sanchez	1415	104	186	123	138	1,966
	Brad Westmoreland	1539	45	101	132	126	1,943

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

Section 1. All of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its judgment.

Section 2. It is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

Section 3. A majority of the resident qualified electors voting at said election elected the following individuals as Councilmember for District 1; Councilmember for District 2; and two Councilmembers At-Large on the Lockhart City Council of the City of Lockhart, Texas:

- Councilmember District 1: Juan Mendoza**
- Councilmember District 2: John G. Castillo**
- Councilmember At-Large: Angie Gonzales-Sanchez**
- Councilmember At-Large: Brad Westmoreland**

PASSED, APPROVED and ADOPTED this the 22nd day of November 2016.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

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

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

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

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

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

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

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

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

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

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

City of Lockhart
2015 BOND PROGRAM

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

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$1,355,516.00	6	Construction	365 days	Thu 6/30/16	Thu 6/29/17																																				
		SH130 WATER MAN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001																																							
		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																																				
Construction	270 days	Sun 10/2/16	Wed 6/28/17																																						
\$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																																				
		Construction	240 days	Mon 12/5/16	Tue 8/1/17																																				
\$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																																				