

**PUBLIC NOTICE**  
**AGENDA**  
**LOCKHART CITY COUNCIL**  
**July 20, 2021**

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

**COUNCILMEMBER VIDEO AND AUDIO CONFERENCE PARTICIPATION**

Pursuant to Section 551.127 of the Texas Government Code, one or more members of the Lockhart City Council may participate in a meeting remotely, following certain guidelines and notice requirements. The member of the Council presiding over the meeting will be physically present at the above public location. Video and audio conference equipment providing two-way video/audio communication with each member participating remotely will be made available, and each portion of the meeting held by video/audio conference that is required to be open to the public can be heard by the public at the location specified.

**CITIZEN AND COUNCILMEMBER VIDEO/AUDIO VIRTUAL CONFERENCE PARTICIPATION**

- *Join virtual meetings via Zoom.*
- *Mayor will call upon each citizen registered to address the Council during the agenda item.*
- *Council agenda packets can be reviewed at [www.lockhart-tx.org/page/gov\\_agendas\\_minutes](http://www.lockhart-tx.org/page/gov_agendas_minutes)*
- *Individuals may watch the Council meeting online at [https://www.lockhart-tx.org/page/gov\\_meeting\\_videos](https://www.lockhart-tx.org/page/gov_meeting_videos)*

**PUBLIC COMMENT**

Persons wishing to "speak" during the public comment period of a public meeting must submit their written comments to [cconstancio@iockhart-tx.org](mailto:cconstancio@iockhart-tx.org) no later than 12 p.m. (noon) on the day of the meeting. Timely submitted comments will be read aloud by the Mayor during the public comment portion of the meeting.

**PUBLIC HEARINGS**

Persons wishing to virtually participate in any public hearing item listed on the agenda may do so as follows:

- Request a link to join the public hearing portion of the virtual meeting.
- Requests to join a public hearing by virtual meeting must be sent to [cconstancio@iockhart-tx.org](mailto:cconstancio@iockhart-tx.org) no later than 12 p.m. (noon) on the day of the hearing. Comments shall have a time limit of three minutes each. Citizens who join the public hearing virtually will be provided a link and call-in number to participate remotely.

Comments whether during public hearings or public comment periods, shall have a time limit of three minutes each. Any threatening, defamatory or other similar comments are prohibited.

**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 issues discussed or reviewed during the work session.

**DISCUSSION ONLY**

- A. Discuss Ordinance 2021-19 adding a new Article IV, Titled “Use of Public Areas”, to Chapter 18, “Environment” of the City of Lockhart Code of Ordinances to prohibit camping, bathing, and urinating and defecating in public areas; and providing for penalty not to exceed \$500.00 for each offense.
- B. Discuss Ordinance 2021-21 implementing the requirements of HB 2073 and Section 180.008, Local Government Code to establish a paid Quarantine Leave Policy for Fire Fighters, Peace Officers, Detention Officers, and Medical Technicians employed by the City.
- C. Discuss 3rd Quarter Investment Report for Fiscal Year 2020-2021.
- D. Discuss Annual Service Agreement with Motorola Solutions, Inc.
- E. Discuss Memorandum of Understanding (MOU) between Guadalupe-Blanco River Authority (GBRA), the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge for the purpose of defining expectations and responsibilities of the parties related to the need for a water supply along the Texas 130 Corridor.
- F. Discuss Resolution 2021-11 supporting the City of Lockhart's submission of an US Economic Development Administration (EDA) Grant application for engineering and construction of wastewater line; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.
- G. Discuss Ordinance 2021-20 of the City Council of the City of Lockhart, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; re-appropriating the various amounts herein, as attached in Budget Amendment No. 55; Repealing all prior ordinances and actions in conflict herewith; and establishing for an effective date.
- H. Discuss amendment to an Economic Development Performance Agreement with Visionary Fiber Technologies.
- I. Presentation and discussion regarding the status of the Lockhart COVID-19 Economic Recovery Fund.
- J. Discuss and review Fiscal Year 2021-2022 City Manager's proposed budget.

- K. Discuss Ordinance No. 2021-22 to add a new Article IV, "Donation Boxes" to Chapter 26 of the Code of Ordinances, providing for registration, appeals, and a penalty.
- L. Discussion matters related to COVID-19, if necessary.

**7:30 P.M. REGULAR MEETING**

**1. CALL TO ORDER**

Mayor Lew White

**2. INVOCATION, PLEDGE OF ALLEGIANCE**

Invocation. Pledge of Allegiance to the United States and Texas flags.

**3. PUBLIC COMMENT**

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

**4. CONSENT AGENDA**

- A. Approve Ordinance 2021-19 adding a new Article IV, Titled "Use of Public Areas", to Chapter 18, "Environment" of the City of Lockhart Code of Ordinances to prohibit camping, bathing, and urinating and defecating in public areas; and providing for penalty not to exceed \$500.00 for each offense.
- B. Approve Ordinance 2021-21 implementing the requirements of HB 2073 and Section 180.008, Local Government Code to establish a paid Quarantine Leave Policy for Fire Fighters, Peace Officers, Detention Officers, and Medical Technicians employed by the City.
- C. Accept 3rd Quarter Investment Report for Fiscal Year 2020-2021.
- D. Approve Annual Service Agreement with Motorola Solutions, Inc.

**5. DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider entering a Memorandum of Understanding (MOU) between Guadalupe-Blanco River Authority (GBRA), the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge for the purpose of defining expectations and responsibilities of the parties related to the need for a water supply along the Texas 130 Corridor.

- B. Discussion and/or action to consider Resolution 2021-11 supporting the City of Lockhart's submission of an US Economic Development Administration (EDA) Grant application for engineering and construction of wastewater line; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.
- C. Discussion and/or action regarding Ordinance 2021-20 of the City Council of the City of Lockhart, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; re-appropriating the various amounts herein, as attached in Budget Amendment No. 55; Repealing all prior ordinances and actions in conflict herewith; and establishing for an effective date.
- D. Discussion and/or action regarding an amendment to an Economic Development Performance Agreement with Visionary Fiber Technologies.
- E. Presentation and discussion regarding the status of the Lockhart COVID-19 Economic Recovery Fund.
- F. Discuss and review Fiscal Year 2021-2022 City Manager's proposed budget.
- G. Discussion and/or action to consider Ordinance No. 2021-22 to add a new Article IV, "Donation Boxes" to Chapter 26 of the Code of Ordinances, providing for registration, appeals, and a penalty.
- H. Discussion and/or action to consider addressing matters related to COVID-19, if necessary.
- I. Discussion and/or action regarding appointments to various boards, commissions or committees.

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

- Update regarding Construction Board of Appeals activity.
- American Rescue Plan update.
- Street resurfacing bids received.
- Emergency generator installed at Fire Station No. 2.

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

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

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR 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.**
  - A. Discussion regarding Economic Development negotiations with Project Dynamo.
  
9. **OPEN SESSION**
  - A. Discussion and/or action regarding Economic Development negotiations with Project Dynamo.
  
10. **ADJOURNMENT**

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 16th day of July 2021 at 4:00 p.m.

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Ordinance 2021-19 adding a new Article IV, Titled “Use of Public Areas”, to Chapter 18, “Environment” of the City of Lockhart Code of Ordinances to prohibit camping, bathing, and urinating and defecating in public areas; and providing for penalty not to exceed \$500.00 for each offense.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** On June 15, 2021, the Council received a presentation by the City Attorney relative to the City’s authority to address issues related to homelessness.

Following a discussion, the Council directed the City Attorney to draft an ordinance which clarifies and consolidates existing regulations which are applicable and effective in reducing or preventing the effects of homelessness. Due to technical difficulties with speaking with the City Attorney virtually on July 6, 2021, the item was tabled to July 20, 2021.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None.

**PREVIOUS COUNCIL ACTION:** On July 6, 2021, the item was tabled to July 20, 2021.

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None. Discretion of the Council.

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2021-19 , Memorandum from City Attorney, TML Q&A about homelessness.

**ORDINANCE NO. 2021-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ADDING A NEW ARTICLE IV, TITLED “USE OF PUBLIC AREAS,” TO CHAPTER 18 – “ENVIRONMENT,” OF THE CITY OF LOCKHART CODE OF ORDINANCES TO PROHIBIT CAMPING, BATHING, AND URINATING AND DEFECATING IN PUBLIC AREAS; PROVIDING FOR PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lockhart, Texas (“City”) is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City’s Charter; and

WHEREAS, in the exercise of its lawful authority, the City may enact police power ordinances to promote and protect the health, safety, and welfare of the public; and

WHEREAS, Section 282.001 of the Texas Local Government Code provides that a home-rule municipality has exclusive control over and under public grounds and may control, regulate, or remove an encroachment or obstruction on the public grounds of the municipality; and

WHEREAS, H.B. 1925, which becomes effective September 1, 2021, prohibits the City of Lockhart (“City”) from designating a public place in the City to be used by persons experiencing homelessness to temporarily camp, except for recreational purposes; and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will camp outdoors until they are able to access affordable or free shelter or housing; and

WHEREAS, it is the purpose and intent of the City Council to adopt ordinances and policies that protect and preserve the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Code of Ordinances prohibits camping in City parks or playgrounds without a permit from the City Manager; and

WHEREAS, the City Council has investigated and determined it is in the best interest of the citizens of the City to amend the Code of Ordinances to prohibit camping in public areas, which includes parks, streets, highways, parking lots, alleyways, pedestrian ways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, business, and public rights-of-way; and

WHEREAS, the City Council has investigated and determined it is in the best interest of the citizens of the City to prohibit bathing and urinating and defecating in public areas; and

WHEREAS, the City Council seeks to protect the public safety, preserve the quality of life, and promote the health, safety and welfare of the citizens of the City of Lockhart and the general public by adopting regulations that prohibit a person from using or occupying public areas in a manner inconsistent with their core purpose or intended use.

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

**I. Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**II. Adding Article IV to Chapter 18.** Chapter 18, “Environment,” is hereby amended by the addition of a new Article IV, titled “Use of Public Areas”, which shall read as follows:

**Article IV. – Use of Public Areas**

**DIVISION 1. GENERALLY**

**Sec. 18-186. – Definitions.**

In this chapter:

*Camp* or *camping* means to use a public area for living accommodation purposes including:

- (1) Storing personal belongings for an extended period of time;
- (2) Making any fire;
- (3) Using or erecting a tent, shelter, vehicle or other structure for living accommodation;
- (4) Carrying on cooking activities; or
- (5) Digging or earth breaking activities; and
- (6) Sleeping, or making preparations to sleep, including the laying down of bedding for the purpose of sleeping.

*Public area* means an outdoor area accessible to the public including streets, highways, parks, parking lots, alleyways, pedestrian ways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, business, and rights-of-way.

**DIVISION 2. PROHIBITED ACTIVITIES.**

**Sec. 18-187. - Camping in public areas prohibited.**

(a) It is unlawful to camp in any public area, except with a permit as provided in Section 40-59.



(b) It is an affirmative defense to prosecution under this section if the person owns the property, or has secured the written permission of the property owner to camp on the property.

**Sec. 18-188. - Bathing in or damaging any public fountain, reservoir, stream or river.**

It is unlawful for any person to interfere with or bathe in any public well, cistern, water plug, fountain, or reservoir located in a public area.

**Sec. 18-189. - Urinating or defecating in public areas.**

(a) It is unlawful for any person to urinate or defecate:

(1) In or on a public area; or

(2) In a location visible to persons in a public area.

(b) It is an affirmative defense to prosecution under this section if the person was in a restroom.

**Sec. 18-190. – Other code provisions apply to public areas.**

Sections 40-61 (Fires), 40-63 (Littering), 40-26 (Sale of goods prohibited), 40-96 (Park use permits), 12-451 (Temporary securing of unoccupied buildings), and 36-3 (Consumption of alcoholic beverages in public) apply in public areas.

**III. Penalty.** Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed Five Hundred and no/100 Dollars (\$500.00) for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Lockhart from filing suit to enjoin the violation. The City of Lockhart retains all legal rights and remedies available to it pursuant to local, state and federal law.

**IV. Savings/Repealer.** All provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**V. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**VI. Publication.** The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

**VII. Effective Date.** This ordinance shall become effective and be in full force ten days from the date of its passage.

**PASSED AND ADOPTED on this, the 6<sup>th</sup> day of July, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC  
City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney



**MEMORANDUM**

**TO:** Mayor, City Council, City Manager, City of Lockhart

**FROM:** Monte Akers, City Attorney

**DATE:** June 10, 2021

**RE:** Regulation of Homelessness

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Please accept this memo in response to a request for discussion of the City's authority to address issues related to homelessness.

**Background:** In 2019 the City of Austin lifted a ban on camping, panhandling, and sitting in public areas, after which hundreds of homeless persons set up tents and other shelters in parks, under overpasses, and on other public property in the City. In response citizens petitioned for a referendum on reinstating the ban and on May 1, 2021, 57% of voters approved reestablishment of criminal penalties for camping in public places. Due to the proximity of Lockhart to Austin, questions have been raised about the City's authority in the event that it experiences a significant influx of homeless persons.

**Question presented:** What laws and ordinances are available to the City of Lockhart to regulate or deal with homeless persons in the City?

**Discussion:** The prevention or regulation of homelessness is a difficult issue for municipalities. As outlined in a "Legal Q & A" by the TML legal staff, attached, state and federal law authorities have constitutional limitations. As described therein, a City may not make homelessness illegal, cannot prohibit panhandling in public places (for other than safety and traffic issues), but can promote affordable housing options. However, as with the bans reinstated in Austin, certain existing state laws and city ordinances provide tools whereby the City of Lockhart may deal with aspects of homelessness, a list of which follows:

1. HB 1925: At least 20 bills were introduced during the 2021 regular legislative session that addressed some aspect of homelessness, but the only one of significance that was enacted was HB 1925, which becomes effective September 1, 2021.

The new law imposes a statewide ban on camping in a public place without the consent of the officer or agency having the legal duty or authority to manage the public place. However, the new law also forbids local governments from prohibiting or discouraging enforcement of the public camping ban, provides that the Attorney General may bring suit against a local government that does so, and states that a local entity that does so may not

receive any state grant funds for the fiscal year in which the local entity violated the new law. Furthermore, a local government may not designate a property to be used by homeless individuals to camp unless the plan for doing so is first approved by the Texas Department of Housing and Community Affairs.

2. Trespass/Criminal trespass: Sec. 30.05, Tex. Penal Code, provides that a person commits a criminal offense if he or she enters or remains on the property of another without consent and following adequate notice. The section contains various amendments related to firearms, critical infrastructure, and other issues, but should be applicable to prevent homeless persons from occupying private or some types of public property without permission.
3. City ordinances: The following City of Lockhart ordinances are or may be applicable and effective in reducing or preventing the effects of homelessness:
  - a. Sec. 40-59 prohibits camping, setting up a tent or other shelter, or laying out a bedroll or sleeping equipment in any city park or playground without a permit.
  - b. Sec. 40-61 prohibits building a fire in a park or other area not designated for a fire.
  - c. Sec. 20-104 prohibits uncontrolled outside burning in the City or within 5000 feet of city limits.
  - d. Sec. 40-63 prohibits depositing garbage or refuse, except in designated receptacles, in any city park.
  - e. Sec. 50-6 prohibits the placement of “intrusions and obstructions” in public sidewalks and streets.
  - f. Sec. 40-26 prohibits the sale of goods or merchandise in any city park unless doing so is licensed by the City Manager.
  - g. Sec. 40-96 prohibits exclusive use of a park or recreational facility by any person or group without a permit from the City Manager.
  - h. Sec. 42.2 makes it unlawful for a transient retail business to enter private property without an invitation.
  - i. Sec. 42.3 makes “peddling after sunset” unlawful (engaging in transient retail business between 30 minutes prior to sunset and 30 minutes prior to sunrise) except by invitation of a private owner.
  - j. Sec. 42-4 makes it unlawful to engage in peddling (transient retail business) on any street, sidewalk, public square, or alley.
  - k. Sec. 12-451 requires that unoccupied buildings be secured and specifies the procedure for doing so. Also see Sec. 12-442 and the definition of unsafe building as it relates to access by vagrants.
  - l. Sec. 36-3 makes it unlawful to consume alcohol on any street, sidewalk, other public way, and in any park except at a picnic table and with food.

Please let me know if additional information is desired.

## **Legal Q&A**

By **Heather M. Lockhart**, TML Assistant General Counsel

### **When is an individual considered homeless?**

The United State Department of Housing and Urban Development (HUD) provides four broad categories of homelessness:

- Individuals and families who lack a fixed, regular, and adequate nighttime residence, which includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;
- Individuals and families who will imminently lose their primary nighttime residence;
- Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or
- Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

### **What negative effects can a large homeless population have on a city?**

A large homeless population can be draining on a community. Homeless individuals that lack access to proper medical care may choose an emergency room at a hospital for medical services rather than a primary care medical office. This option is significantly more expensive and typically the homeless individual is unable to pay the bill, so the cost is passed on to insurance companies and the average customer in a community. Homeless individuals spend more time in local jails than the housed population for petty offenses, which increases the costs to run the facility. Additionally, a large homeless population can affect a city's ability to attract tourists.

### **What is affordable housing?**

Affordable housing is housing for which the occupant pays less than 30 percent of their income. Housing that is considered to be "affordable" will differ between communities, depending on the median family income of the area.

### **What is Section 8 housing?**

"Section 8" refers to Section 8 of the federal Housing Act of 1937. This section authorizes project-based rental assistance programs under which a participating owner, or landlord, is required to reserve units in a building for low-income tenants, in return for a federal government guarantee to make up the difference between the tenant's contribution and the rent in the owner's contract with the government.

### **What is a Section 8 voucher?**

Section 8 of the federal Housing Act also authorizes vouchers for low-income individuals. HUD manages the Housing Choice Voucher Program, which provides financial assistance directly to the landlord for a family that qualifies. The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments, and are free to choose any housing option that meets the requirements of the program.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from HUD to administer the voucher program. A list of public housing authorities in Texas can be found at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts/tx](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts/tx)

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

#### **Can a city make being homeless illegal?**

No. Laws that punish status or condition rather than criminal conduct have been struck down by courts as constituting cruel and unusual punishment. These types of laws fail to give fair notice of prohibited conduct and encourage arbitrary arrests and convictions. Additionally, courts have overturned vagrancy laws, or laws that criminalize being homeless, as impermissible restrictions on an individual's right to travel. *See Papachristou v. City of Jacksonville*, 45 U.S. 156, 162(1972); *Handler v. Denver*, 77 P.2d 132, 135 (Colo. 1938); *Pottinger v. City of Miami*, 810 F. Supp. 1551, 1578 (S.D. Fla. 1992).

#### **Can the city enact a loitering prohibition?**

Maybe. In a 1983 decision in *Kolender v. Lawson*, the United State Supreme Court invalidated a California loitering statute requiring street wanderers to present valid identification when stopped by police officers. The Court held that the statute was too vague to satisfy due process requirements. The Court followed this decision with its decision in *Chicago v. Morales*, which struck down a Chicago ordinance preventing loitering by gang members on due process grounds.

An ordinance that is general in nature that criminalizes loitering on a public street would most likely be struck down by a court for vagueness. However, if the wording of the ordinance is sufficient to set forth guidelines for law enforcement officers narrowly tailoring the restriction to those who loiter with a specific illegal purpose, then a loitering ordinance may pass constitutional muster. City officials will want to work closely with their local legal counsel if they desire to adopt such an ordinance.

#### **Can a city prevent homeless people from panhandling in all public places?**

No. Litigation related to bans on panhandling has centered on First Amendment free speech claims. Courts have ruled that outlawing panhandling in all public places was unconstitutional. *See generally Young v. New York City Transit Auth.*, 903 F.2d 146 (2d Cir. 1990); *Speet v. Schuette*, 889 F. Supp. 2d 969 (W.D. Mich. 2012). Instead, any limits on panhandling on public sidewalks trigger strict scrutiny, meaning the regulations must be narrowly tailored to serve a significant governmental interest and must be the least restrictive means for achieving that interest. Courts have found that safety and traffic congestion may be significant interests but “mere annoyance” is not a sufficiently compelling reason to absolutely deprive an individual of his or her First Amendment rights.

### **What strategies have cities used to reduce homelessness?**

- Participating in the “Mayors Challenge to End Veteran Homelessness,” a program designed to equip city leaders with tools to combat veteran homelessness. For more information on how to participate, you can visit the Department of Housing and Urban Development’s Mayors Challenge page at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/veteran\\_information/mayors\\_challenge/mayors\\_and\\_staff](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/veteran_information/mayors_challenge/mayors_and_staff);
- Seeking state grants awarded by the Texas Department of Housing and Community Affairs or federal grants awarded by HUD;
- Educating law enforcement officers on alternatives to issuing citations and supporting police department partnerships with mental health partners;
- Recruiting landlords in the city to assist in providing housing opportunities for individuals and families experiencing homelessness;
- Educating municipal court personnel on providing referrals to municipal court defendants to non-profit groups in the city that provide housing and other services;
- Issuing general obligation bonds for the purpose of expanding affordable housing in the city;
- Creating a housing authority to assist with providing affordable housing within the city.

### **What is a housing authority?**

A housing authority is a public body that is created for clearance, replanning, and reconstruction of areas in which unsanitary or unsafe housing exists and for providing safe and sanitary housing for persons of low income.

The housing authority may provide for the construction, improvement, alteration, or repair of a housing project, or part of a housing project, in its area of operation. A housing authority may also lease or rent housing, land, buildings, structures, or facilities included in a housing project.

A housing authority is able to borrow money or accept grants or other financial assistance from the federal government for a housing project in the authority's area of operation, or form a partnership or another entity to raise capital for a housing project to be owned by the partnership or other entity.

### **How does our city create a housing authority?**

The city council may declare by resolution that there is a need for a housing authority in the city if it finds that there is: (1) unsanitary or unsafe inhabited housing in the city; or (2) a shortage of safe or sanitary housing in the city available to persons of low income at rentals that they can afford. TEX. LOC. GOV'T CODE § 392.011. The council may determine on its own motion if there is a need for a housing authority but must determine there is a need upon receiving a petition signed by at least 100 qualified voters of the city.

### **Who appoints members of a housing authority?**

Each municipal housing authority is governed by either five, seven, nine, or 11 commissioners. The mayor of the city appoints the commissioners of the authority, and an appointed commissioner of the authority may not be an officer or employee of the city. TEX. LOC. GOV'T CODE § 392.031. After the appointment, a certificate of the appointment of a commissioner must be filed with the city secretary.

A city with a municipal housing authority composed of five commissioners must appoint at least one commissioner to the authority who is a tenant of a public housing project over which the authority has jurisdiction. TEX. LOC. GOV'T CODE § 392.0331. A city with a municipality with a municipal housing authority composed of seven or more commissioners must appoint at least two commissioners to the authority who are tenants of a public housing project over which the authority has jurisdiction.

### **What is the term of office for a housing authority commissioner?**

Initially, a housing authority with five commissioners must have two designated to serve one-year terms and three designated to serve two-year terms. A housing authority with seven commissioners must have three designated to serve one-year terms and four designated to serve two-year terms. A housing authority with nine commissioners must have four designated to serve one-year terms and five designated to serve two-year terms. Finally, a housing authority with 11 commissioners must have five designated to serve one-year terms and six designated to serve two-year terms. Subsequent municipal housing commissioners are appointed for two-year terms. If there is a vacancy on the housing authority board, the mayor appoints someone to fill the unexpired term. TEX. LOC. GOV'T CODE § 392.034.

### **How can a housing authority commissioner be removed?**

The mayor may remove a commissioner of a municipal housing authority for inefficiency, neglect of duty, or misconduct in office. Before a commissioner may be removed, the commissioner must be given: (1) a copy of the charges before the 10th day before the date of a



hearing on the charges; and (2) an opportunity to be heard in person or by counsel at the hearing. A record of the proceedings with the charges and findings must be filed in the office of the city secretary.

### **Can a housing authority issue bonds?**

Housing authorities have specific statutory authority to issue bonds to further the housing authorities' objectives in providing safe, affordable housing. TEX. LOC. GOV'T CODE § 392.081. These bonds are not considered to be a debt of the city and are payable only from the funds and property of the housing authority. TEX. LOC. GOV'T CODE § 392.085.

### **Can a city sell property for affordable housing for less than fair market value?**

Yes. Unless the city received the property through use of condemnation, a city can sell or convey land to an entity for the development of low-income or moderate-income housing for less than its fair market value, as long as the conveyance of land serves a public purpose. TEX. LOC. GOV'T CODE § 272.001(g).

Additionally, a city is not required to comply with statutory competitive bidding requirements when selling land to: (1) a nonprofit organization that develops housing for low-income individuals and families as a primary activity to promote community-based revitalization of the municipality; (2) a 5101(c)(3) nonprofit corporation whose purpose is to develop affordable housing and engages primarily in the building, repair, rental, or sale of housing for low-income individuals and families; or (3) a religious organization that owns other property located in the city that is tax exempt and has entered into a written agreement with the city regarding the revitalization of the land. TEX. LOC. GOV'T CODE § 253.010(a).

A city may by ordinance determine the individuals and families who qualify as low-income individuals and families. In adopting the ordinance, the city must consider median income of individuals and median family income in the area. TEX. LOC. GOV'T CODE § 253.010(b).

### **Can a city donate money directly to homeless shelter?**

Maybe. As a general rule, a gratuitous donation or gift by a city is prohibited by the Texas Constitution, art. III, §52, and art. XI, §3, which, in part, state that the legislature may not authorize any county, city, or other political subdivision of the state to lend its credit or grant public money or anything of value in aid of an individual, association or corporation. The purpose of these provisions is to prevent local governments from appropriating public money for private purposes. However, if a city determines that an expenditure accomplishes a valid public purpose, the fact that one or more individuals or corporations might benefit does not invalidate the expenditure. The key question is whether a valid public purpose is being *directly* accomplished by the expenditure. The determination of whether a particular expenditure accomplishes a public purpose must be made by the city council.

The council's determination as to public purpose is subject to judicial review. However, if the council goes on record recognizing the expenditure as a valid public purpose, the courts are not

likely to overturn that determination. Courts are hesitant to second guess the legislative determinations of local governments. Accordingly, in the absence of fraud on the part of the council, or a total lack of evidence that an expenditure serves a public purpose, a court is not apt to declare a particular city expenditure to be invalid.

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Ordinance 2021-21 implementing the requirements of HB 2073 and Section 180.008, Local Government Code to establish a paid Quarantine Leave Policy for Fire Fighters, Peace Officers, Detention Officers, and Medical Technicians employed by the City.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Julie Bowermon

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** House Bill (HB) 2073 was passed during the recent 87th Texas Legislative Session. HB 2073 amends Chapter 180 of the Texas Local Government Code requiring the governing body of a city to develop and implement a paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians (EMTs) who are employed by that city. According to the new state law, when fire fighters, peace officers, detention officers, or EMTs are ordered to quarantine due to a possible or know exposure to a communicable disease while on duty, these employees must be paid, at their full rate of pay and continue to receive employment benefits without having to use accrued leave such as sick or vacation leave. HB 2073 also requires that these employees be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation.

The intent of the proposed Public Safety Quarantine Leave Policy is to comply with HB 2073. The proposed policy clarifies that the quarantine must be ordered by the City's Health Authority. Although HB 2073 does not define specific illnesses that would be considered a communicable disease, the proposed policy authorizes the City Health Authority to determine what justifies and when to order a quarantine. The proposed policy does not apply to exposures while off duty, such as from a family member. In those instances, the employee would use their own accrued sick and or vacation leave.

If the employee were to test positive for COVID-19, while on an ordered quarantine resulting from an on duty COVID-19 exposure, they would then be treated as a work injury, workers' compensation and civil service would apply.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully requests approval of the proposed policy.

**LIST OF SUPPORTING DOCUMENTS:** HB 2073, Ordinance 2021-21, and Quarantine Policy for Police and Fire.

1 AN ACT  
2 relating to quarantine leave for fire fighters, peace officers,  
3 detention officers, and emergency medical technicians employed by,  
4 appointed by, or elected for a political subdivision.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. The heading to Chapter 180, Local Government  
7 Code, is amended to read as follows:

8 CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND  
9 EMPLOYEES OF MORE THAN ONE TYPE OF [~~MUNICIPALITIES, COUNTIES, AND~~  
10 ~~CERTAIN OTHER~~] LOCAL GOVERNMENT [~~GOVERNMENTS~~]

11 SECTION 2. Chapter 180, Local Government Code, is amended  
12 by adding Section 180.008 to read as follows:

13 Sec. 180.008. PAID QUARANTINE LEAVE FOR FIRE FIGHTERS,  
14 PEACE OFFICERS, DETENTION OFFICERS, AND EMERGENCY MEDICAL  
15 TECHNICIANS. (a) In this section:

16 (1) "Detention officer" means an individual appointed  
17 or employed by a political subdivision as a county jailer or other  
18 individual responsible for the care and custody of individuals  
19 incarcerated in a county or municipal jail.

20 (2) "Emergency medical technician" means an  
21 individual who is:

22 (A) certified as an emergency medical technician  
23 under Chapter 773, Health and Safety Code; and

24 (B) employed by a political subdivision.

1           (3) "Fire fighter" means a paid employee of a  
2 municipal fire department or emergency services district who:

3                   (A) holds a position that requires substantial  
4 knowledge of fire fighting;

5                   (B) has met the requirements for certification by  
6 the Texas Commission on Fire Protection under Chapter 419,  
7 Government Code; and

8                   (C) performs a function listed in Section  
9 143.003(4)(A).

10           (4) "Health authority" has the meaning assigned by  
11 Section 121.021, Health and Safety Code.

12           (5) "Peace officer" means an individual described by  
13 Article 2.12, Code of Criminal Procedure, who is elected for,  
14 employed by, or appointed by a political subdivision.

15           (b) The governing body of a political subdivision shall  
16 develop and implement a paid quarantine leave policy for fire  
17 fighters, peace officers, detention officers, and emergency  
18 medical technicians who are employed by, appointed by, or elected  
19 for the political subdivision and ordered to quarantine or isolate  
20 due to a possible or known exposure to a communicable disease while  
21 on duty.

22           (c) A paid quarantine leave policy must:

23                   (1) provide that a fire fighter, peace officer,  
24 detention officer, or emergency medical technician on paid  
25 quarantine leave receive:

26                   (A) all employment benefits and compensation,  
27 including leave accrual, pension benefits, and health benefit plan

1 benefits for the duration of the leave; and

2 (B) reimbursement for reasonable costs related  
3 to the quarantine, including lodging, medical, and transportation;  
4 and

5 (2) require that the leave be ordered by the person's  
6 supervisor or the political subdivision's health authority.

7 (d) A political subdivision may not reduce a fire fighter's,  
8 peace officer's, detention officer's, or emergency medical  
9 technician's sick leave balance, vacation leave balance, holiday  
10 leave balance, or other paid leave balance in connection with paid  
11 quarantine leave taken in accordance with a policy adopted under  
12 this section.

13 SECTION 3. This Act takes effect immediately if it receives  
14 a vote of two-thirds of all the members elected to each house, as  
15 provided by Section 39, Article III, Texas Constitution. If this  
16 Act does not receive the vote necessary for immediate effect, this  
17 Act takes effect September 1, 2021.

H.B. No. 2073

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President of the Senate

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Speaker of the House

I certify that H.B. No. 2073 was passed by the House on April 7, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2073 on May 28, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting.

---

Chief Clerk of the House

I certify that H.B. No. 2073 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

---

Governor



**ORDINANCE NO. 2021-21**

**AN ORDINANCE OF THE CITY OF LOCKHART IMPLEMENTING THE REQUIRMENTS OF HB 2073 AND SECTION 180.008, LOCAL GOVERNMENT CODE TO ESTABLISH A PAID QUARANTINE LEAVE POLICY FOR FIRE FIGHTERS, PEACE OFFICERS, DETENTION OFFICERS, AND MEDICAL TECHNICIANS EMPLOYED BY THE CITY, PROVIDING CLAUSES FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE**

**WHEREAS**, the City of Lockhart is a home rule city and a political subdivision of the State of Texas; and

**WHEREAS**, effective June 15, 2021, the Texas Legislature enacted House Bill 2073, adding Section 180.008 to the Texas Local Government Code and requiring political subdivisions to develop and implement a paid quarantine leave policy for certain public safety personnel employed by the political subdivision who are ordered to quarantine due to exposure to a communicable disease while on duty;

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

**SECTION 1:** The foregoing recitals are adopted and incorporated herein for all purposes.

**SECTION 2:** The attached document, titled “Public Safety Quarantine Leave Policy,” is hereby adopted in compliance with the requirements of HB 2073 and Sec. 180.008, Texas Local Government Code.

**SECTION 3:** The City Manager is directed to incorporate said policy into the City of Lockhart’s personnel policies as the same exist and as the same are amended.

**SECTION 4.** Any provision of the Code of Ordinances of the City of Lockhart or its personnel policies in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** It is the intention of the City Council that the components of this Ordinance are severable, and if any provision is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining components of this Ordinance.

**SECTION 6.** As provided by HB 2073, this ordinance is effective from June 15, 2021.

**PASSED AND ADOPTED on this the 20<sup>th</sup> day of July, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney

# Public Safety Quarantine Leave Policy

(Effective 6/15/21)

(Policy may be amended due to further statutory/legal guidance or other practical reasons)

## PURPOSE

The purpose of this policy is to provide guidance in accordance with Section 180.008 of the Local Government Code regarding paid quarantine leave for Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians. The quarantine leave will be used to quarantine or isolate Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians due to a possible or known exposure to a communicable disease **while on duty**. The City of Lockhart recognizes that employee health and safety is important. The City supports establishing a workplace that is comfortable, healthy, safe, and supportive.

This policy will be applied with the Workers Compensation Policy, as this leave is granted only for on-duty exposures.

## EFFECTIVE DATE

This policy is effective 6/15/21.

## SCOPE

This policy applies to all Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians employed by the City of Lockhart. The Police/Fire Department management, in coordination with the Human Resources Director, will be responsible for communicating and implementing this policy as applicable.

## DEFINITIONS

"Detention officer" means an individual appointed or employed by the City as a jailer or other individual responsible for the care and custody of individuals incarcerated in the municipal jail.

"Emergency medical technician" means an individual who is:

- (A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and
- (B) employed by a political subdivision.

"Fire fighter" means a paid employee of the fire department who:

- (A) holds a position that requires substantial knowledge of fire fighting;
- (B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and
- (C) performs a function listed in Section 143.003(4)(A).

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the City.

## **POLICY**

The use of quarantine leave may be granted after a Fire Fighter, Peace Officer, Detention Officer, or Emergency Medical Technician has had a possible or known exposure to a communicable disease while on duty. The City of Lockhart's health authority will determine when a threat of highly communicable or life-endangering diseases are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will confer with the Human Resources Director to allow for the use of quarantine leave based on the health authority's protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority.

Employees are required to file all workers compensation notifications, as this leave will run concurrently with the worker's compensation process.

Applicable employees on paid quarantine leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee may not use any other paid leave type (vacation, sick, holiday, compensatory time).

When applicable, employees who must be quarantined may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation. The Employee must receive approval from Human Resources prior to incurring quarantine expenses. Proper receipts and other proof of expenses must be provided by the Employee.

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss 3rd Quarter Investment Report for Fiscal Year 2020-2021.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** The Texas Public Funds Investment Act requires local governments to review and accept quarterly investment reports for each quarterly reporting period of the fiscal year.

The 3rd Quarter for Fiscal Year 2020-21, ending June 30, 2021 is presented for Council review and acceptance.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully request a motion to accept the 3rd Quarter Investment Report for Fiscal Year 2020-2021.

**LIST OF SUPPORTING DOCUMENTS:** 3rd Quarter Investment Report

# ***CITY OF LOCKHART***

Quarterly Investment Report  
For the Quarter Ended June 30, 2021

July 20, 2021

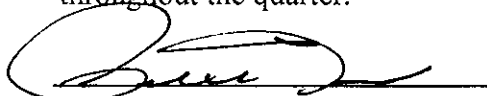
**CITY of LOCKHART**  
**Quarterly Investment Report**  
For the Quarter Ended June 30, 2021

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2021 through June 30, 2021. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

<b>Investment Portfolio</b>		
	<b>Book Value</b>	<b>Market Value</b>
<b><u>April 1, 2021</u></b>		
Cash	2,920,453	2,920,453
Marketable Securities	0	0
Investment Pools	27,651,957	27,655,196
Certificates of Deposits	0	0
<b>Total:</b>	<b>30,572,410</b>	<b>30,575,649</b>
<b><u>June 30, 2021</u></b>		
Cash	2,959,301	2,959,301
Marketable Securities	0	0
Investment Pools	24,990,944	24,991,971
Certificates of Deposits	0	0
<b>Total:</b>	<b>27,950,246</b>	<b>27,951,273</b>

<b>Fund Availabilty</b>		
<b><u>April 1, 2021</u></b>		
Unrestricted Funds	12,590,571	12,590,571
Restricted Funds	17,981,839	17,985,078
<b>Total Funds</b>	<b>30,572,410</b>	<b>30,575,649</b>
<b><u>June 30, 2021</u></b>		
Unrestricted Funds	10,665,635	10,665,635
Restricted Funds	17,284,610	17,285,638
<b>Total Funds</b>	<b>27,950,246</b>	<b>27,951,273</b>

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



Pam Larison  
 Finance Director

7/14/21  
 \_\_\_\_\_  
 Date

**CITY of LOCKHART**  
**Investment Portfolio Summary**  
**For the Quarter Ended June 30, 2021**

	<b>Investment Portfolio</b>			
	<b>Book Value</b>	<b>% of Total</b>	<b>Market Value</b>	<b>% of Total</b>
<b><u>April 1, 2021</u></b>				
Cash	2,920,453	9.6%	2,920,453	9.6%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	27,651,957	90.4%	27,655,196	90.4%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>30,572,410</b>	<b>100.0%</b>	<b>30,575,649</b>	<b>100.0%</b>
<b><u>June 30, 2021</u></b>				
Cash	2,959,301	10.6%	2,959,301	10.6%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	24,990,944	89.4%	24,991,971	89.4%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>27,950,246</b>	<b>100.0%</b>	<b>27,951,273</b>	<b>100.0%</b>
<b><u>Change in Value</u></b>				
Cash	38,849		38,849	
Marketable Securities	0		0	
Investment Pools	(2,661,013)		(2,663,225)	
Certificates of Deposits	0		0	
<b>Portfolio Total</b>	<b>(2,622,164)</b>		<b>(2,624,376)</b>	
	0			
<b><u>Maturity Data</u></b>	<b>Book Value @ 6/30/2021</b>	<b>Weighted Average Maturity</b>	<b>Yield to Maturity</b>	
Cash	2,959,301	0 Days	1.18%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	11,423,230	52 Days *	0.06%	
Investment Pools - TexPool	5,130,141	30 Days *	0.01%	
Investment Pools - TexSTAR	8,437,574	37 Days *	0.01%	
Certificates of Deposits	0	0 Days	0.00%	
	27,950,246	38 Days	0.15%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2021 0.05%

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

<b>Total Return On Investment</b>	<b>Interest Earned</b>
Cash	7,246
Marketable Securities	0
Investment Pools - Texas CLASS	2,122
Investment Pools - TexPool	187
Investment Pools - TexSTAR	141
Certificates of Deposits	0
<b>Total Return on Investment</b>	<b>9,697</b>

**CITY OF LOCKHART**  
**Cash Accounts (as reconciled to FLNB)**  
**For the Quarter Ended June 30, 2021**

<b>General Operating Account - FLNB</b>		
		<u>Value</u>
April 1, 2021	\$	2,920,453
Deposits		9,028,933
Withdrawals		(8,997,331)
Interest Earned		7,246
June 30, 2021	\$	2,959,301

<b>Total Cash Accounts</b>		
		<u>Value</u>
April 1, 2021	\$	2,920,453
Deposits		9,028,933
Withdrawals		(8,997,331)
Interest Earned		7,246
June 30, 2021	\$	2,959,301



**CITY of LOCKHART**  
**Marketable Securities Transaction Summary**  
**For the Quarter Ended June 30, 2021**

<u>Holdings During the Quarter</u>		Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
Type of Security	CUSIP								April 1, 2021	June 30, 2021				
-														
Totals		\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>		Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
Type of Security	CUSIP								
0.22%									
Totals		\$ -					\$ -		\$ -

<u>Maturities</u>		Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total
Type of Security	CUSIP						
-							
Totals		\$ -		0.59%			\$ -

**CITY OF LOCKHART**  
**Investment Pool Transactions Summary**  
**For the Quarter Ended June 30, 2021**

<b>TexPool</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	7,793,417	7,794,742	1.00017	29 Days	0.0200%
Deposits	4,517,000				
Withdrawals	(7,180,464)				
Interest Earned	187				
June 30, 2021	5,130,141	5,130,602	1.00009	30 Days	0.0100%

<b>Texas CLASS</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	11,421,108	11,421,723	1.00005	53 Days	0.1154%
Deposits	0				
Withdrawals	0				
Interest Earned	2,122				
June 30, 2021	11,423,230	11,423,230	1.00000	52 Days	0.0600%

<b>TexSTAR</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	8,437,433	8,438,732	1.00015	40 Days	0.0216%
Deposits	0				
Withdrawals	0				
Interest Earned	141				
June 30, 2021	8,437,574	8,438,139	1.000067	37 Days	0.0100%

**CITY of LOCKHART**  
**Certificates of Deposit Transaction Summary**  
**For the Quarter Ended June 30, 2021**

**Holdings During the Quarter**

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									<u>April 1, 2021</u>		<u>June 30, 2021</u>	
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Purchases**

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

**Maturities**

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

***City of Lockhart***  
***Investment Pools***  
**Standard and Poor's Ratings**

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
July-20	AAAm	AAAm	AAAm
August-20	AAAm	AAAm	AAAm
September-20	AAAm	AAAm	AAAm
October-20	AAAm	AAAm	AAAm
November-20	AAAm	AAAm	AAAm
December-20	AAAm	AAAm	AAAm
January-21	AAAm	AAAm	AAAm
February-21	AAAm	AAAm	AAAm
March-21	AAAm	AAAm	AAAm
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm

# *City of Lockhart*

## *Bank Collateralization*

### *Standard and Poor's Ratings*

<u>Month</u>			<u>FLNB Collateralization *</u>
July-20			AAA
August-20			AAA
September-20			AAA
October-20			AAA
November-20			AAA
December-20			AAA
January-21			AAA
February-21			AAA
March-21			AAA
April-21			AAA
May-21			AAA
June-21			AAA

\* Guaranteed by US government (AAA)

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Annual Service Agreement with Motorola Solutions, Inc.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** The City of Lockhart annually reviews and renews a service agreement with Motorola Solutions, Inc. for maintenance, repairs, and replacement of the 700/800 mhz radio infrastructure system which supports radio communications for the City of Lockhart, Concessions Group, Caldwell County, City of Luling, and City of Martindale. According to existing interlocal agreement with each entity, the City of Lockhart is responsible for billing each entity according the number of radio units owned and in operations in the system.

The current total of radios on the infrastructure system is 730, of that the City of Lockhart owns 199 radios and their share of the service agreement for the fiscal year of 2021-2022 would be \$41,815.87.

The attached service agreement is for the fiscal year October 1, 2021 through September 30, 2022. The total amount of the 2021-2022 agreement reflects a 3% increase from last year's agreement.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** \$153,396.00

**Account Number:** 231-5314-226

**Funds Available:** \$153,500.00

**Account Name:** Radio System Maintenance Contracts

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully request approval of the agreement as presented.

**LIST OF SUPPORTING DOCUMENTS:** Motorola Contract 21-22



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1481046  
 Contract Number: USC000003451  
 Contract Modifier: R02-JUN-21 14:02:13

Date: 06/02/2021

Company Name: LOCKHART, CITY OF
Attn:
Billing Address: P O BOX 239
City, State, Zip: LOCKHART , TX, 78644
Customer Contact: Pam Larison
Phone:

Required P.O. :  
 Customer # : 1012875136  
 Bill to Tag # :  
 Contract Start Date : 01-Oct-2021  
 Contract End Date : 30-Sep-2022  
 Anniversary Day : Sep 30th  
 Payment Cycle : ANNUALLY  
 PO # : 000237

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$922.00	\$11,064.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$5,522.00	\$66,264.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$911.01	\$10,932.00
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$290.00	\$3,480.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$207.00	\$2,484.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$4,130.99	\$49,572.00
	SVC04SVC0016C	SUS	\$535.00	\$6,420.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$108.01	\$1,296.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$157.01	\$1,884.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00	\$0.00
Subtotal - Recurring Services			\$12,783.00	\$153,396.00
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$12,783.00	\$153,396.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

**SPECIAL INSTRUCTIONS:**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



# SERVICE AGREEMENT

500 W Monroe Street  
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Quote Number : QUOTE-1481046  
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AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Cody Benningfield

512-202-2162

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LOCKHART, CITY OF  
Contract Number : USC000003451  
Contract Modifier : R02-JUN-21 14:02:13  
Contract Start Date : 01-Oct-2021  
Contract End Date : 30-Sep-2022



500 W Monroe Street  
Chicago, IL. 60661  
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## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Memorandum of Understanding (MOU) between Guadalupe-Blanco River Authority (GBRA), the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge for the purpose of defining expectations and responsibilities of the parties related to the need for a water supply along the Texas 130 Corridor.

**ORIGINATING DEPARTMENT AND CONTACT:** Public Works - Sean Kelley

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** The Carrizo Spring Groundwater Project (CSGP) and Mid-Basin Water Supply Project were developed to meet the growing needs of water supply between Austin and San Antonio. As part of these projects, GBRA has secured 75,000 acre-feet of water in which the City of Lockhart has the ability to receive up to 3,000 acre-feet.

When the City of Lockhart begins receiving water in 2023, the supplied amount to the City will be in excess of the initial demands of Lockhart's system allowing for the opportunity to pursue sales of excess treated water. This MOU between GBRA, the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge outlines the responsibilities and objectives of each party for the purposes of feasibility and does not obligate the City of Lockhart to sell excess water supply.

This MOU also consists of the following:

- Establish timeline and the anticipated water needs of Goforth, County Line, Maxwell, and Mustang Ridge.
- Identify infrastructure required to expand the project to provide water and the timing involved.
- Estimate cost and phasing of treated water to Goforth, County Line, Maxwell and Mustang Ridge.
- Expansion of the initial phase of the CSGP cannot result in an increase of infrastructure cost, decrease of water supply, or delay the supply timing to any of the original CSGP partners (Lockhart, Goforth, and NBU).

Once the analysis is complete, GBRA may work with the parties to develop and execute treated water supply agreements and other agreements that may be required to expand, extend, and add infrastructure, and deliver water to the Lockhart area and Goforth, County Line, Maxwell, and Mustang Ridge. In the event that any of these Parties decide to participate as a customer in the expansion of the initial phase of the CSGP, the additional water supply agreements will be brought to back to City Council for consideration.

# **City of Lockhart, Texas**

## **Council Agenda Item Cover Sheet**

**PROJECT SCHEDULE (if applicable):** Analysis to determine the infrastructure cost. The project shall be completed by November 30, 2021 and the term of the MOU shall continue until March 31, 2022.

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval of Memorandum of Understanding.

**LIST OF SUPPORTING DOCUMENTS:** Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GUADALUPE-BLANCO RIVER AUTHORITY, THE CITY OF LOCKHART,  
GOFORTH SPECIAL UTILITY DISTRICT, COUNTY LINE SPECIAL UTILITY  
DISTRICT, MAXWELL SPECIAL UTILITY DISTRICT  
AND THE CITY OF MUSTANG RIDGE**

**FOR**

**THE PURPOSE OF DEFINING EXPECTATIONS AND RESPONSIBILITIES OF THE  
PARTIES RELATED TO THE NEED FOR A WATER SUPPLY ALONG THE TEXAS  
130 CORRIDOR**

This Memorandum of Understanding (MOU) is made by and between the Guadalupe-Blanco River Authority (GBRA), the City of Lockhart (Lockhart), Goforth Special Utility District (Goforth), County Line Special Utility District (County Line), Maxwell Special Utility District (Maxwell), and the City of Mustang Ridge (Mustang Ridge) (collectively the Parties), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to be effective on the date of the last signatory of this MOU (Effective Date).

**1. Background and Objectives**

- A. GBRA is developing its Mid-Basin Water Supply Project to meet the growing water supply need between Austin and San Antonio. The Mid-Basin Water Supply Project (Mid-Basin Project) is a multi-phase multi-decade project to develop groundwater, surface water, and aquifer storage and recovery. As part of the Mid-Basin Project, GBRA leased the right to produce groundwater from 42,000 acres of land in Gonzales and Caldwell counties, Texas. GBRA has also secured an additional surface water supply through Water Use Permit No. 12378, which allows GBRA to divert up to 75,000 acre-feet of water from Guadalupe River, and to construct an off-channel reservoir to store up to 125,000 acre-feet of water.
- B. As part of the first phase of the Mid-Basin Project, GBRA is authorized by the Gonzales County Underground Water Conservation District (District), pursuant to Production and Transportation Permit No. 01-13-01 to produce and transport out of the District up to 15,000 acre-feet of groundwater from the land leased by GBRA, subject to the restrictions and limitations in Production and Transportation Permit No. 01-13-01.
- C. GBRA has contracted with Alliance Regional Water Authority (Alliance) to construct and operate groundwater treatment and transportation facilities to treat and transport the groundwater for GBRA to current and future GBRA customers in Hays, Caldwell, and Comal counties (Carrizo Groundwater Supply Project), including Goforth, Lockhart, and New Braunfels Utilities (NBU). The GBRA and Alliance joint project is currently in the initial phases of construction.

- D. GBRA is oversizing the treated water transmission line of the initial phase of the Carrizo Groundwater Supply Project from the water treatment plant to Lockhart to provide additional water supply to the Texas 130 corridor.
- E. GBRA is considering amending its Production and Transportation Permit No. 01-13-01 to authorize GBRA to produce and transport additional groundwater out of the District.
- F. Goforth, County Line, Maxwell, and Mustang Ridge have identified a need for additional water supplies to be delivered along the Texas 130 corridor between Austin and Lockhart.
- G. The purposes of this MOU are to (i) outline the tasks and steps that GBRA would need to take to develop and deliver such additional water supplies to the Parties, (ii) outline a process for such Parties to provide GBRA with a timeline of future potential water supply and infrastructure needs, (iii) establish the tasks and steps for all Parties to calculate the estimated total capital costs for the infrastructure to receive such future water supplies, and (iv) develop the terms of a treated wholesale water supply agreement to receive such future water supplies, should any of the Parties decide to participate as a customer in phases of GBRA's Mid-Basin Project including expansion of initial phase of the Carrizo Groundwater Supply Project.

2. **Agreement Regarding Water Supply Project Development**

- A. By August 15, 2021, Goforth, County Line, Maxwell, and Mustang Ridge will provide to GBRA a timeline of their respective anticipated water supply needs, including quantities of water needed and general preferred locations of water delivery.
- B. The Parties will work together to identify infrastructure and timing to expand GBRA's initial phase of the Carrizo Groundwater Project to bring additional treated water to the Lockhart area and to Goforth, County Line, Maxwell, and Mustang Ridge along FM 2001 and State Highway 21 and to identify infrastructure and timing for other phases of the Mid-Basin Project that could meet the water supply needs of Goforth, County Line, Maxwell, and Mustang Ridge. The identified infrastructure may include additional wells, pipe oversizing, raw water lines, treatment plant expansion, storage, treated water lines, pump stations, and land/easement acquisition.
- C. The Parties will work together to identify the estimated total capital costs and phasing for delivering treated water to Goforth, County Line, Maxwell, and Mustang Ridge.
- D. The Parties agree and understand the expansion of the initial phase of the Carrizo Groundwater Project cannot result in an increase in the infrastructure cost to GBRA's original three Carrizo Groundwater Supply Project customers (NBU, Lockhart, and Goforth) for their existing supplies of water. However, the expansion of the initial phase of the Carrizo Groundwater Supply Project could result in a decrease in water costs for the original three Carrizo Groundwater Supply Project customers.
- E. The Parties agree that any expansion of the initial phase of the Carrizo Groundwater Supply Project cannot result in the delay in the timeline for the delivery of water



for the original three Carrizo Groundwater Supply Project customers (NBU, Lockhart, and Goforth). The Parties further agree that any expansion of initial phase of the Carrizo Groundwater Supply Project cannot result in the decrease in the contracted quantity of water to the original three Carrizo Groundwater Supply Project customers.

- F. The Parties agree that time is of the essence and each Party will work diligently to provide to the other Parties requested or required information. The Parties agree to meet at least once a month to discuss the Texas 130 Corridor Project and the items listed in this Section 2.
- G. The Parties agree the analyses required to determine the infrastructure costs and timing shall be completed by November 30, 2021.
- H. GBRA will work with the Parties to develop and execute treated water supply agreements and any other agreements that may be required to expand, extend, and add infrastructure, and deliver water to the Lockhart area and Goforth, County Line, Maxwell, and Mustang Ridge, in the event that any of these Parties decide to participate as a customer in the expansion of initial phase of the Carrizo Groundwater Supply Project.

### 3. **Miscellaneous**

- A. Term. The term of this MOU shall begin on the Effective Date and shall continue until March 31, 2022.
- B. Severability. If any provision of this MOU is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and this MOU shall be construed as if such invalid provision had never been contained herein, and the remaining enforceable provisions of this MOU are expressly deemed severable for this purpose.
- C. Cooperation. The Parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this MOU.
- D. Entire Agreement. This MOU contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- E. Amendments. Any amendment to this MOU must be in writing and shall be effective only if signed by the authorized representatives of each Party to this MOU.
- F. Effect of Force Majeure. If any Party is unable to perform, in whole or in part, its obligations under this MOU by reason of “force majeure,” then performance of such obligations shall be suspended to the extent and during the period directly affected by the force majeure; provided, however, all due diligence must be exercised to eliminate the force majeure and to resume full performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose performance is

suspended shall give notice and full particulars of the force majeure to the other Parties. The term “force majeure” includes: acts of God; strikes; lockouts or other industrial disturbances; criminal conduct or sabotage; acts of the public enemy; orders of the government of the United States or the State of Texas or any civil or military authority; insurrections or riots; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; epidemics; pandemics; arrests; restraints of government; civil disturbances; explosions; or any other events, whether similar to those enumerated or otherwise, (i) that are not within the reasonable control of the Party claiming the right to suspend performance, and (ii) that could not have been avoided by the exercise of due diligence.

- G. Effect of Legislative Changes. If any Party to this MOU is unable to perform, in whole or in part, its obligations under this MOU by reason of legislative or regulatory changes beyond its control, then performance shall be suspended only to the extent and during the period affected by the change.
- H. No Third-Party Beneficiaries. This MOU shall inure only to the benefit of the Parties and their successors and assigns as permitted by this MOU. No person or entity that is not a Party to this MOU shall be considered a third-party beneficiary of this MOU.
- I. Assignment. No Party may assign its rights and obligations under this MOU without first obtaining a written consent from GBRA, which consent shall not be unreasonably withheld or delayed.
- J. Applicable Law. This MOU shall be construed in accordance with Texas law.
- K. Venue. Venue for any action arising hereunder shall be in Hays County, Texas.
- M. Notices. Any notice required or contemplated by this MOU shall be deemed given (i) if mailed via Certified Mail Return Receipt Requested, on the earlier of the date actually received or five business days after mailed, and (ii) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address, when received at the delivery address. All notices shall be addressed as follows:

If to GBRA:

General Manager/CEO  
Guadalupe-Blanco River Authority  
933 East Court Street  
Seguin, Texas 78155

If to Lockhart:

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

If to Goforth:

Goforth Special Utility District  
Attention: General Manager  
8900 Niederwald Strasse  
Niederwald, Texas 78640

If to County Line:

County Line Special Utility District  
Attention: General Manager  
8870 Camino Real  
Uhland, Texas 78640

If to Maxwell:

Maxwell Special Utility District  
Attention: General Manager  
216 Main Street  
Maxwell, Texas 78656

If to Mustang Ridge:

City of Mustang Ridge  
Attention: Mayor  
12800 U.S. Hwy 183 South  
Mustang Ridge, Texas 78610

- N. Events of Default. Except as provided in this section, no Party shall be in default under this MOU until notice of the alleged failure of such Party to perform has been

given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 15 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this MOU if within the applicable cure period the Party to whom notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured within a reasonable period of time. If an event of default shall occur, then the aggrieved Parties shall be entitled to specific performance, injunctive relief, and damages to the maximum extent available under applicable law.

- O. Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each Party represents and warrants that they have the full right, power and authority to execute this MOU.
- P. Effective Date. The Effective Date of this MOU is the date upon which this MOU was executed by the last Party.
- Q. Termination. Any Party may terminate its participation in this MOU by providing the other Parties with thirty days written notice that it no longer a party under the MOU.

GUADALUPE BLANCO RIVER AUTHORITY:

\_\_\_\_\_  
Kevin Patteson, General Manager and CEO

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
General Counsel

CITY OF LOCKHART:

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Lew White, Mayor  
City of Lockhart, Texas

---

Date

ATTEST:

---

Connie Constancio, City Secretary  
City of Lockhart, Texas

APPROVED AS TO FORM:

---

Monte Akers, City Attorney

GOFORTH SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Ronal Bell, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lesley Simpon, Secretary

COUNTY LINE SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Chris Betz, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Toni Brewer, Secretary



CITY OF MUSTANG RIDGE

---

David Bunn, Mayor

---

Date

ATTEST:

---

Carolyn Vallejo, City Secretary

MAXWELL SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Robert Karasch, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Liralen Canion, Secretary

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Resolution 2021-11 supporting the City of Lockhart's submission of an US Economic Development Administration (EDA) Grant application for engineering and construction of wastewater line; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Resolution

**BACKGROUND/SUMMARY/DISCUSSION:** The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The expected location for large scale growth in residential, commercial, and industrial development is on the western side of the city along SH 142 including LEDC's new 75-acre industrial park. The main wastewater line serving that area is inadequate for large sustained growth in the future and it also serves properties between our new industrial park and the wastewater treatment plant.

Currently there is 2.5 miles of an 8" wastewater line that runs along the rail line from SH 130 East to along Tank Street to the Larremore wastewater treatment plant on the creek. This EDA Project would expand the line to a 12" line the majority of the length as well as 15" in areas that would collect more effluent such as in town where there are more connections. This line would follow the same path but just make it larger to handle more capacity.

This EDA grant would allow the City to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. Under the terms of the grant, infrastructure grants must be completed within 5 years.

LEDC has applied twice before for similar grant funding in 2020 from an EDA Disaster grant. We were denied once and left pending on the second application for this project due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real economic development projects considering the site. Now that LEDC owns and is actively developing the park and have a user with others looking too, our chances of getting the funding is better. Other new projects that are in the works along the line are also further along in their development and would be able to sign off as a beneficiary. LEDC Staff believes Lockhart's chances of being funded this round in this new grant are much better than a year ago. CAPCOG and EDA also feel this way.

Like the last EDA Grant funding opportunity in 2020, this EDA grant would allow us to apply

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board and City Council authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We know the cost of materials have gone up significantly and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000 instead of \$300,000. The funds must be available and unencumbered in order to apply.

The LEDC Board unanimously passed its resolution supporting application for this EDA Grant and also approved a budget amendment to cover the 20% match of \$400,000.

**PROJECT SCHEDULE (if applicable):** The EDA Notice of Funding Opportunity is expected in late July or early August. Approvals are expected in September or October. The construction of the new sewer line would be discussed after award.

### **AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** \$400,000

**Account Number:** 800-5199-911

**Funds Available:** \$400,000 upon approval of Budget Amendment

**Account Name:** Construction/Project Improvement

**FISCAL NOTE (if applicable):** \$400,000 required for the 20% matching funds on a \$2.0 million grant.

**PREVIOUS COUNCIL ACTION:** City Council supported similar EDA grant applications for this same waste water line in 2020.

**COMMITTEE/BOARD/COMMISSION ACTION:** The LEDC Board unanimously approved LEDC Resolution 2021-04 supporting application to the grant. The LEDC Board also unanimously approved the budget amendment for the 20% match in the amount of \$400,000.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval. I move to approve Resolution 2021-11 authorizing the City Manager to sign and execute all necessary documents.

**LIST OF SUPPORTING DOCUMENTS:** Council Resolution 2021-11, LEDC Resolution 2021-04, LEDC Minutes of July 12, 2021.

RESOLUTION NO. 2021-11

RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS SUPPORTING THE CITY OF LOCKHART'S SUBMISSION OF AN EDA GRANT APPLICATION FOR ENGINEERING AND CONSTRUCTION OF WASTERWATER LINE; AUTHORIZING THE USE OF LEDC FUNDS TO BE USED FOR THE 20% MATCHING FUND REQUIREMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U.S. Economic Development Administration has allocated grant funds to assist with economic development;

WHEREAS, the City of Lockhart is submitting a grant application for approximately \$2.0 million dollars to facilitate the engineering and construction of a 2.5 mile wastewater line in the area known as Lockhart Industrial Park III located at Highway 130 and SH 142 in western Lockhart; and

WHEREAS, the scope of the project is a priority in the City's long range growth Plan and as part of the 2020 Target Industry Strategy;

WHEREAS, this project is deemed critical to the City's infrastructure plan and is critical to the long term growth and economic prosperity of the City of Lockhart; and

WHEREAS the LEDC is set to provide a twenty percent local match as part of the grant application, which is available, unencumbered, and committed to this project.

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

- Section 1. The Lockhart Economic Development Corporation supports the submission of an EDA grant; and
- Section 2. The Lockhart Economic Development Corporation authorizes the use of EDC funds to be used as the 20% matching funds for this grant; and
- Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

Approved and adopted on this, the 20<sup>th</sup> day of July, 2021.

City Council of Lockhart, Texas

\_\_\_\_\_  
Lew White, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Connie Constancio, City Secretary

\_\_\_\_\_  
Monte Akers, Board Attorney

RESOLUTION NO. 2021-04

RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION SUPPORTING THE CITY OF LOCKHART'S SUBMISSION OF AN EDA GRANT APPLICATION FOR ENGINEERING AND CONSTRUCTION OF WASTERWATER LINE; AUTHORIZING THE USE OF LEDC FUNDS TO BE USED FOR THE 20% MATCHING FUND REQUIREMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U.S. Economic Development Administration has allocated grant funds to assist with economic development;

WHEREAS, the City of Lockhart is submitting a grant application for approximately \$2.0 million dollars to facilitate the engineering and construction of a 2.5 mile wastewater line in the area known as Lockhart Industrial Park III located at Highway 130 and SH 142 in western Lockhart; and

WHEREAS, the scope of the project is a priority in the City's long range growth Plan and as part of the 2020 Target Industry Strategy;

WHEREAS, this project is deemed critical to the City's infrastructure plan and is critical to the long term growth and economic prosperity of the City of Lockhart; and

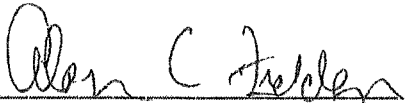
WHEREAS the LEDC is set to provide a twenty percent local match as part of the grant application, which is available, unencumbered, and committed to this project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

- Section 1. The Lockhart Economic Development Corporation supports the submission of an EDA grant; and
- Section 2. The Lockhart Economic Development Corporation authorizes the use of EDC funds to be used as the 20% matching funds for this grant; and
- Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

Approved and adopted on this, the 12<sup>th</sup> day of July, 2021.

Lockhart Economic Development Corporation



Alan Felder, Board Chairman

Approved as to form:



Monte Akers, Board Attorney

Attest:



Michael Kamerlander, Board Secretary

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyrall Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyrall Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000



instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer’s Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer’s Opinion of Probable Cost	\$513,572

**PUBLIC IMPROVEMENTS**

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

Lockhart Industrial Park III - Public Improvements	
Contractor	Proposal Total
Patin Construction	\$1,257,034
S Watts	\$1,302,009
Engineer’s Opinion of Probable Cost	\$945,153

Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

**3.7 Discussion and/or action regarding an amendment to the Economic Development Performance Agreement for Visionary Fiber Technologies.**

In June 2020, the LEDC Board provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16th, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)
- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
- Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Ordinance 2021-20 of the City Council of the City of Lockhart, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; re-appropriating the various amounts herein, as attached in Budget Amendment No. 55; Repealing all prior ordinances and actions in conflict herewith; and establishing for an effective date.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** This budget amendment is to approve a \$400,000 transfer from the LEDC Fund balance for the required 20% match for the EDA Grant. In order to apply for the EDA Grant, the 20% must be immediately available and unencumbered.

**PROJECT SCHEDULE (if applicable):** This amendment is needed to apply for the EDA Grant.

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:**

**Account Number:**

**Funds Available:**

**Account Name:**

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** Council approved a similar budget amendment last year for an EDA grant.

**COMMITTEE/BOARD/COMMISSION ACTION:** LEDC Board of Directors unanimously approved the budget amendment during its regular board meeting on July 12, 2021.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval of Budget Amendment. Motion to approve budget amendment 55 for a \$400,000 transfer from the LEDC Fund balance for the required 20% match for the EDA Grant.

**LIST OF SUPPORTING DOCUMENTS:** LEDC Minutes of July 12, 2021, Form - Budget Amendment 55, Council Ordinance 2021-20.

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyrall Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyrall Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000

instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer’s Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer’s Opinion of Probable Cost	\$513,572



**PUBLIC IMPROVEMENTS**

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

Lockhart Industrial Park III - Public Improvements	
Contractor	Proposal Total
Patin Construction	\$1,257,034
S Watts	\$1,302,009
Engineer’s Opinion of Probable Cost	\$945,153

Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

**3.7 Discussion and/or action regarding an amendment to the Economic Development Performance Agreement for Visionary Fiber Technologies.**

In June 2020, the LEDC Board provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16th, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)

- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
  - Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC

**CITY OF LOCKHART  
BUDGET AMENDMENT FORM**

Amendment No. 55

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
EDA Grant 20% Match	800-5199-911	\$0.00	\$400,000.00	\$400,000.00

\$400,000.00          \$400,000.00

REVENUES	ACCOUNT NO.	AMOUNT
		\$0.00
		\$0.00
		\$0.00

**REASON FOR AMENDMENT**

EDA Grant is \$2,000,000 towards expanding the wastewater line running along the UP rail line towards SH 130.

REQUESTED BY: \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

POSTED  
FINANCE \_\_\_\_\_ DATE \_\_\_\_\_

**ORDINANCE 2021-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 55; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Economic Development Director of the City of Lockhart, Texas has submitted to the Mayor and City Council proposed amendment to the Economic Development Corporation budget of expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

**WHEREAS**, the Economic Development Director has requested a budget amendment to the Economic Development Fund; and

**WHEREAS**, the Mayor and Council concur with the recommendation for the Economic Development Director and staff that the budget amendment is to be processed to reflect the proper expense account within the Economic Development Fund; and

**NOW, THEREFORE**, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2021-20 is hereby adopted amending the Economic Development Fund Budget for Fiscal Year 2020-2021 as the same are contained in Budget Amendments 55, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**Attest:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss amendment to an Economic Development Performance Agreement with Visionary Fiber Technologies.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** In June 2020, the LEDC Board and City Council provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16<sup>th</sup>, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16<sup>th</sup> leaving \$200,000 in principal left to pay.

The board met on Monday, July 12, 2021 during its regular meeting and passed the following repayment schedule and terms:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

The interest rate will increase to 4.25% for these payments and should VFT fail to pay the principal for each deadline, a default interest rate of 10% will be assessed for the unpaid balance until it is paid.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** City Council passed this loan for VFT in June 2020.

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

**COMMITTEE/BOARD/COMMISSION ACTION:** The LEDC Board of Directors unanimously passed the terms and schedule presented during its regular board meeting on July 12, 2021.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval.

Motion to amend the Economic Development Performance Agreement extending the loan repayment deadline for Visionary Fiber Technologies with repayment terms outlined in the amendment presented.

**LIST OF SUPPORTING DOCUMENTS:** LEDC Minutes 7.12.21, Second amended VFT EDPA.

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyrall Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyrall Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000



instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer's Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer's Opinion of Probable Cost	\$513,572

PUBLIC IMPROVEMENTS

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

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Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

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The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

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Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

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And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)

- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
  - Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC

**SECOND AMENDED**  
**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This Second Amended Economic Development Performance Agreement ("2d Amendment") is made and entered into by and between the LOCKHART ECONOMIC DEVELOPMENT CORPORATION ("LEDC"), a Type B Economic Development Corporation. and VISIONARY FIBER TECHNOLOGIES, INC. ("VFT"), a Delaware Corporation.

**RECITALS**

**WHEREAS**, LEDC and VFT entered into an "Economic Development Performance Agreement" dated August 6, 2018, ("the EDPA") wherein VFT was referred to as "Project Oklahoma," and

**WHEREAS**, LEDC and VFT entered into the "First Amended Economic Performance Agreement" ("1<sup>st</sup> Amendment") dated effective June 17, 2020, that provided for a short-term loan of \$250,000.00 from LEDC to VFT with provisions for its repayment, plus interest, to LEDC, which was to be due 364 days from the date of the 1<sup>st</sup> Amendment; and

**WHEREAS**, VFT has repaid \$50,000.00 of said loan to LEDC, plus interest, leaving a balance due of \$200,000.00, plus interest; and

**WHEREAS**, LEDC and VFT desire to amend the EDPA, as amended, in order to establish a payment schedule for the remaining balance of said loan and interest due, and to include a default interest rate for missed or late payments;

**NOW THEREFORE**, in consideration of the foregoing and the covenants, agreements, representations, and warranties contained in the EDPA and as hereinafter set forth, the receipt and sufficiency for which are hereby acknowledged, LEDC and VFT agree as follows:

**AGREEMENTS**

Section 2 of the 1<sup>st</sup> Amendment, titled "Terms of Loan," is hereby amended and replaced in its entirety with the following:

VFT shall repay the remaining balance of the short-term loan provided for in the 1<sup>st</sup> Amendment, being \$200,000.00 plus interest, as follows:

- a. Interest on the balance of the loan shall accrue at the rate of 4.25% per annum.
- b. VFT shall repay the balance of said loan according to the following schedule:
  1. \$50,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before July 31, 2021
  2. \$50,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before August 30, 2021
  3. \$100,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before September 30, 2021
- c. VFT may prepay the loan in full or in part prior to maturity without penalty.
- d. VFT promises to pay to the order of LEDC at its offices in Lockhart, Texas.
- e. If VFT defaults in the payment of the loan and the default continues after LEDC gives VFT notice of the default and the time within which it must be paid, LEDC may declare the unpaid principal balance and earned interest on the Loan immediately due and may pursue all available remedies at law for recovery of the unpaid principal and interest. VFT

waives all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

f. Past due principal and/or interest and/or all other past-due incurred charges shall bear interest after maturity at the rate of ten percent (10%) per annum.

g. Payment to LEDC may be made by check, draft, Money Order, or other instrument given in payment of all or any portion hereof may but the same shall not constitute payment hereunder or diminish any rights of LED except to the extent that actual cash proceeds of such instruments are unconditionally received by LEDC and applied to this indebtedness.

h. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorneys' fees and court costs in addition to other amounts due.

i. This Note shall be governed, construed, and interpreted by, through and under the Laws of the State of Texas. Venue shall lie in Caldwell County Texas.

Section 3. EDPA Remains in Effect

Except as amended herein, the EDPA and the 1<sup>st</sup> Amendment shall remain in full force and effect.

Section 4. Severability

In the event that any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable,

**IN WITNESS WHEREOF**, the parties hereto have executed this 2d Amendment, effective from the 16<sup>th</sup> day of June 2021.

**Lockhart Economic  
Development Corporation**

**Visionary Fiber Technologies, Inc.**

\_\_\_\_\_  
Steven Lewis, President

\_\_\_\_\_  
John Kinzer, President/CEO

**Attest:**

\_\_\_\_\_  
Michael Kamerlander, Economic Development Director

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Presentation and discussion regarding the status of the Lockhart COVID-19 Economic Recovery Fund.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** On April 7, 2020, the Lockhart City Council passed ordinance 2020-08 which dissolved the Economic Development Loan Commission and the Revolving Loan Fund and reallocated the \$235,000 for a new purpose, the COVID-19 Economic Recovery Fund. The fund provides 0% interest rate loans for three years of either \$5,000 or \$7,500 for non-essential businesses only. Businesses, like restaurants, that provided a reduced level of service are eligible for the \$7,500 loan while businesses that were forced to close are eligible for the \$5,000 loan. The City Council also allocated \$25,000 from the \$235,000 to continue the Lockhart Chamber's program of providing \$2,500 grants to companies in May 2020.

The City's \$25,000 allocated towards continuation of the Chamber grant program in May 2020 was expended immediately as more than 10 applicants were ready for funding. As soon as the City Council made the resources available, City Staff reviewed and executed the grants to 10 businesses in Lockhart. City grants did not go to companies that had already received loans from the City and only went to businesses that had brick and mortar presence within Lockhart.

City Council allocated another \$25,000 towards COVID-19 relief grants from the remaining balance of the COVID-19 Economic Relief Fund in August 2020. Like the grant program in May, the City funded 6 additional grants of \$2,500 each to businesses in Lockhart as they continue to deal with the effects of the pandemic. Businesses who have received a COVID Loan or Grant from the city prior to the August grant round opening were not eligible.

Council then provided an additional \$25,000 toward grants in January 2021 which has resulted in 7 additional grants since then.

Today, the COVID-19 Economic Relief Fund has \$65,412.86 available. The City has provided 29 grants of \$2,500 each totaling \$72,500 and 18 loans totaling \$110,000. Staff did not fund businesses that were not categorized as restaurant or bar as preference was given to those businesses. There are 7 businesses who applied but fall into that category which, if funded, would be another \$17,500 in grants resulting in a fund balance of \$47,912.86.

**PROJECT SCHEDULE (if applicable):** N/A

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

### **AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None

**PREVIOUS COUNCIL ACTION:** Council established the fund in April 2020, provided grants in May and August 2020 and reauthorized grants in January 2021.

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None. Discretion of City Council.

**LIST OF SUPPORTING DOCUMENTS:**

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss and review Fiscal Year 2021-2022 City Manager's proposed budget.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** This agenda item allows for Council to review and discuss any budget allocations or deletions from the City Manager's Fiscal Year 2020-2021 Proposed Budget.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

Funds Required:

Account Number:

Funds Available:

Account Name:

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None.

**LIST OF SUPPORTING DOCUMENTS:**



# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss Ordinance No. 2021-22 to add a new Article IV, "Donation Boxes" to Chapter 26 of the Code of Ordinances, providing for registration, appeals, and a penalty.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis, Monte Akers

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** Organizations have placed donation boxes in the City to receive clothing, household items, and similar goods for charitable purposes that potentially become unsightly due to over-filling, lack of maintenance, rummaging, items placed outside the boxes, broken glass, and other concerns. The Ordinance will require all such organizations and persons to register each box with the City, imposes construction and placement standards for such boxes, and details the procedure and requirements for registration and the appeal of denial of registrations.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** None.

**COMMITTEE/BOARD/COMMISSION ACTION:** None. Appeals will go to the Construction Board of Appeals.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Approval.

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2021-22.

**ORDINANCE NO. 2021-22**

**AN ORDINANCE OF THE CITY OF LOCKHART AMENDING CHAPTER 26 “HEALTH AND SANITATION” BY ADDING ARTICLE IV “DONATION BOXES” TO CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF LOCKHART, TEXAS; PROVIDING FOR REGISTRATION, APPEALS, A PENALTY CLAUSE, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION**

**WHEREAS**, the placement of donation boxes to receive clothing and household items is creating health, safety, and welfare issues in the City of Lockhart; and

**WHEREAS**, the failure of owners of such donation boxes to properly empty and to clean in and around the donation boxes creates an unsightly and littered appearance near said containers; and

**WHEREAS**, the placement of discarded clothes and other household items outside of the donation boxes leads to rummaging of items; and

**WHEREAS**, the documented trash and debris present around unkempt donation boxes invites illegal dumping under the guise of charitable solicitation and recycling; and

**WHEREAS**, the absence of identifying information makes it difficult or impossible for the City, property owners, or local citizens to contact donation box operators about items placed outside of the box, broken glass, or other concerns; and

**WHEREAS**, City Council finds that regulating the placement, proximity and use of donation boxes is necessary for the health, safety, and welfare of the general public; the promotion of consistent land use development; and the protection of landowners and residents of the City of Lockhart;

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

**SECTION 1.** Chapter 26, “Health and Sanitation”, of the Code of Ordinances of the City of Lockhart, Texas, is hereby amended by adding Article IV “Donation Boxes” which shall read as follows:

**ARTICLE IV DONATION BOXES**

**Section 26-190 - Purpose and Applicability**

- (a) The purpose of this Article is to further the City’s interest by protecting the public health, safety, welfare, and comfort of Lockhart residents by preserving the cleanliness and orderliness of the City. It is the intent of the City that this aim be furthered by requiring the registration of donation boxes on public or private property within the City limits of the City of Lockhart. This Article further serves to protect the aesthetic well-being of the community and promote the tidy and ordered appearance of developed property. The provisions included herein are intended to provide efficient legal remedies for unregistered or poorly maintained donation boxes that threaten public health, public safety, and the orderly development of the City. These provisions are cumulative of all City ordinances.

- (b) The requirements of this Article shall apply to all donation boxes regardless of whether said boxes were placed prior to the effective date of these regulations. No previously placed donation boxes shall be granted any inherent legal or “grandfathered” status under the Lockhart Code of Ordinances, as amended. Boxes that are not registered within 45 days of the passage of this Article must be removed.

**Section 26-191 - Definitions**

**“Director”** means the director of the department designated by the City Manager to enforce and administer this Chapter, including the Director’s designees.

**“Donation box”** means any box, container, building, or other receptacle that is intended for use as a collection point for donated clothing or other household materials.

**“Landscaped Area”** means the medians, islands, or area within a defined boundary containing trees, shrubbery, or other landscaping.

**“Operator”** means the Registrant or any other person who places, manages, empties, or is otherwise responsible for the operation or placement of a donation box. A person whose logo or contact information is written on the donation box is presumed to be an operator of that donation box.

**“Person”** includes an individual, sole proprietorship, corporation, association, charitable corporation, partnership, joint venture, a limited liability company, estate, trust, public or private organization, or any other legal entity.

**“Property Owner”** means the person holding legal title to the real property, the property manager, or other person who has been delegated the responsibility to manage, maintain, or control the real property by the person holding legal title to the property.

**“Recycling Bin”** means a container used to hold recyclables before they are taken to recycling centers. Recycling bins are not considered donation boxes for the purposes of this Article

**“Registrant” means the person who obtains a valid registration of a donation box.**

**Section 26-192 - Registration Required**

- (a) It is an offense for any person to place, maintain, or allow to be placed or maintained, a donation box at any location within the City of Lockhart, without having first registered said donation box with the City.
- (b) It is an offense for any person to place, maintain, or allow to be placed or maintained, a donation box at any location within the City of Lockhart, without it having been registered with the City.

**Section 26-193 - Registration Application, Issuance, Denial, and Revocation**

- (a) A donation box registration application shall be submitted on the form prescribed by the Director and, at a minimum, shall include:
  - 1. the Applicant's name, date of birth, mailing address, and email address;
  - 2. a copy of the Applicant's current government issued identification card or driver's license;
  - 3. the name of the company, if any, responsible for the operation of the box;
  - 4. contact information which can be used to contact the operator twenty-four hours a day, seven days a week if the premises surrounding the donation box are unkempt or another issue related to the donation box needs immediate attention;
  - 5. an address where official notices can be sent;
  - 6. the size and construction material of the donation box;
  - 7. a diagram of the property on which the donation box will be placed depicting the precise location where the box will be placed; and
  - 8. a signed affidavit from the property owner which authorizes placement of the donation box on the property, states the property owner has been provided a method to contact the applicant's representative twenty-four hours a day/seven days a week, and affirms the property owner is authorized to grant authorization for the placement of the box. Proof the person signing the affidavit is the property owner may be required.
  
- (b) The Director shall issue a registration to the applicant within three (3) business days of receipt of a properly completed donation box registration application unless issuance of the registration is prohibited by this section.
  
- (c) Individuals submitting incomplete applications shall be notified, in writing, that the application is incomplete and cannot be considered.
  
- (d) Donation box registrations are issued to a particular person for a particular location and cannot be transferred. All donation box registrations shall be valid for a period of not to exceed two years but all registrations shall expire and be subject to renewal on December 31 of the odd-numbered year following initial registration.
  
- (e) The Director is prohibited from issuing a registration and shall deny the application if one or more of the following conditions exist:
  - 1. the application contains a false or misleading statement;
  - 2. the proposed donation box does not comply with the construction provisions of Section 26-195.
  - 3. the proposed location of the donation box would be in violation of or is not allowed by Section 26-196.
  - 4. the applicant or company operating the donation box has been convicted on two (2) or more occasions, in the preceding twelve months of placing or maintaining a donation box in violation of Section 26-195 or 26-196; or
  - 5. the applicant has had a donation box registration revoked or denied within the last six months and, in the case of a denial, the denial was not based upon the proposed construction or proposed placement being in violation of 26-195 or 26-196
  
- (f) A donation box registration may be revoked if:
  - 1. Registration of the donation box was issued in violation of this section;
  - 2. the donation box's construction does not comply with Section 26-195;

3. the actual location of the donation box violates or is not allowed by Section 26-196;
4. the donation box is located at a place other than the location for which it was registered; or
5. the donation box is being operated by a person other than the person to whom the registration was issued.

### **Section 26-194 - Denial, Revocation, and Appeal Process**

- (a) To deny or revoke registration of a donation box, the Director shall send a written notice of denial or revocation to the Applicant or Registrant to the postal mail address provided in the application or updated in accordance with this Article. A courtesy notice may also be set via email. The notice shall include the reason for the denial or revocation and information on the how the decision can be appealed, including the deadline to appeal provided by this Section. Notices sent via postal mail, shall be sent certified mail, return receipt requested. If postal mail notice is sent in compliance with this Section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered. A revocation is effective, and the donation box shall be removed within fifteen (15) days of the notice being sent unless the determination of the Director is appealed in accordance with this Section.
- (b) The Applicant or Registrant may appeal the Director's decision to revoke or not issue a donation box registration by filing a request for appeal with the Director in person or by postal mail no later than ten (10) business days after the date the notice is sent via postal mail. The request for appeal shall include the decision being appealed and the grounds for the appeal. Appeals submitted by postal mail shall be considered submitted as of the date of the postmark.
- (c) Upon receipt of a written request for appeal, the Director shall schedule the appeal hearing for the next regularly scheduled meeting of the Construction Board of Appeals. The next regularly scheduled meeting of the Board is the next meeting scheduled to occur which has not yet been posted in accordance with the Open Meetings Act.
- (d) The Construction Board of Appeals members shall have the authority to question any witness who testifies at the hearing. At the conclusion of the hearing, the Chairperson of the hearing shall sign an order upholding or overturning the Director's determination. The order shall include relevant findings. If the order upholds the Director's determination, the box shall be removed within seventy-two (72) hours of the order being signed.
- (e) During the pendency of an appeal of a revocation of a donation box registration the Registrant may continue to operate the donation box at issue in the appeal. If, at the time the denied application which is the subject of the appeal was submitted, the donation box at issue was being operated with a valid registration, then the registrant may continue to operate the donation box at the location approved by that registration during the pendency of the appeal.
- (f) At any time prior to the presentation of the appeal to the Construction Board of Appeals, the Director may withdraw the revocation or denial and cancel the appeal hearing. If a denial is withdrawn, the Director shall issue a registration. In the event the application was a renewal application and the Applicant was operating during the pendency

of the appeal, the registration shall be effective retroactively to the date after the preceding registration expired.

- (g) At any time prior to the presentation of the appeal to the Construction Board of Appeals, the Applicant may withdraw the application or appeal. If the application or appeal is withdrawn, the appeal hearing shall be cancelled.

**Section 26-195 - Donation Box Construction**

- (a) The donation box shall not exceed a capacity of 90 cubic feet.
- (b) The donation box shall be constructed of material, such as metal, which protects against deterioration due to weather and is not easily displaced by wind.
- (c) Donation boxes shall be safely designed in a manner that prevents tipping over and prevents children from entering inside the box.
- (d) A person commits an offense if the person places or maintains a donation box which does not comply with this section.

**Section 26-196 - Donation Box Placement**

- (a) A person commits an offense if the person places or maintains a donation box on real property located within the City of Lockhart without written permission from the property owner. For purposes of this provision, it is presumed the donation box was placed or maintained by the operator at the location where the donation box is found.
- (b) A person commits an offense if the person places or maintains a donation box within a required setback, a landscaping setback, a landscaped area, the 100-year flood plain, a floodway, a drainage easement, a utility easement, a driveway, an unimproved surface; a fire lane, or within a public right of way. For purposes of this provision, there is a presumption the donation box was placed or maintained at the location by the operator and property owner.
- (c) A person commits an offense if the person places or maintains a donation box on an unpaved surface.
- (d) Parking spaces containing donation boxes shall not be considered parking spaces for the purposes of determining compliance with parking space standards provided by the City of Lockhart Unified Development Code or Code of Ordinances.
- (e) A person commits an offense if the person places or maintains more than one donation box at a single location for which registration has been issued.

**Section 26-197 - Impoundment**

- (a) A donation box located within the City of Lockhart is subject to impoundment by the City of Lockhart if a valid registration has not been issued for the donation box to be placed at the location where it is found.

- (b) Notice of the impoundment, including the date, time location, and reason for the impoundment, shall be provided to the operator via certified mail, return receipt requested or via email with delivery confirmation if the operator can be identified by the decal or writings on the exterior of the donation box. If the operator of the donation box cannot be determined, notice of the impoundment including a description of the donation box shall be placed on the City website and notice board located at Lockhart City Hall.
- (c) A donation box that is not retrieved within ten (10) business days of the date the notice of impoundment is sent or posted in accordance with this section shall be deemed abandoned and may be sold, destroyed, or otherwise disposed of at the discretion of the City and in accordance with applicable law.
- (d) Any donation box impounded by the City shall be released to the owner only after payment has been made of all applicable impoundment and storage fees.
- (e) Impoundment of the donation box does not prohibit other enforcement action from being taken.

**Section 26-198 - Registrant Responsibility**

- (a) If the contact information where the Registrant can be reached twenty-four hours a day, seven days a week changes, the Registrant shall provide updated contact information to the Director and the property owner of the property where the box is located within twenty-four (24) hours.
- (b) If the official notice information for the Registrant changes, the Registrant shall provide updated notice information to the Director within twenty-four (24) hours.

**Section 26-199 Property Owner Responsibility**

It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the City of Lockhart, to authorize or allow any donation box to be placed on or remain on such real property without a valid registration. It is an affirmative defense to prosecution under this provision that the person did not authorize the box to be placed on the property and requested it be removed within twenty-four (24) hours of becoming aware of the box's placement.

**Section 26-200 Responsibility to Keep Clean**

- (a) A Registrant shall be responsible for collecting the contents of the donation box regularly to prevent overflow and littering. Registrants and property owners shall jointly keep the real property situated within 25 feet of the location of a donation box clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories, outside storage, or excess donations. Failure to comply with this section is an offense. It is specifically provided that a contractual agreement between the Registrant and property owner does not relieve either party of the duty imposed by this section.
- (b) This section does not prohibit the condition on the premises from being declared a nuisance and abated in accordance with the Lockhart Code of Ordinances or other applicable law.

**Sections 26-201 through 26-225 Reserved**

**SECTION 2.** A violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Lockhart, Texas.

**SECTION 3.** Chapter 26, "Health and Sanitation," of the Code of Ordinances of the City of Lockhart, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 4.** The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

**SECTION 5.** All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

**SECTION 6.** This Ordinance shall be and become effective immediately upon and after its passage and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS,  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney



# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion matters related to COVID-19, if necessary.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis, Monte Akers

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

### Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

This item is returned to Council for consideration, if necessary.

# **City of Lockhart, Texas**

## **Council Agenda Item Cover Sheet**

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None.

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None.

**LIST OF SUPPORTING DOCUMENTS:** Update of COVID-19 orders and Council actions and, GA 36.

## **HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS**

On September 1, 2020, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On October 7, 2020, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On March 2, 2021, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On May 13, 2021, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On June 15, 2021, the consensus of the Council was to continue virtual attendance at meetings.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
May 18, 2021

EXECUTIVE ORDER  
GA 36

*Relating to the prohibition of governmental entities and officials from mandating face coverings or restricting activities in response to the COVID-19 disaster.*

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WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, I issued Executive Order GA-34 on March 2, 2021, to open Texas 100 percent and remove face-covering requirements; and

WHEREAS, since then, COVID-19 hospitalizations and the rate of new COVID-19 cases have continued their steady decline; and

WHEREAS, Executive Order GA-34 specifically provides that "no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering," and, notwithstanding that order, some local governmental entities have caused confusion by nonetheless purporting to require face coverings; and

WHEREAS, Executive Order GA-34 also provides that "there are no COVID-19-related operating limits for any business or other establishment," that any "conflicting order issued by local officials in response to the COVID-19 disaster" is superseded, and that all relevant statutes are suspended to the extent necessary to preclude inconsistent local orders; and

WHEREAS, to further ensure statewide uniformity, and based on the continued improvement of conditions in Texas, revised standards are appropriate to achieve the least restrictive means of combatting COVID-19; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
12:15 PM O'CLOCK

MAY 18 2021

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, the legislature authorized as “an offense,” punishable by a fine up to \$1,000, any “failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
  - a. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
  - b. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
2. Notwithstanding the above, public schools may continue to follow policies regarding the wearing of face coverings to the extent reflected in current guidance by the Texas Education Agency, until June 4, 2021. The Texas Education Agency shall revise its guidance such that, effective 11:59 p.m. on June 4, 2021, no student, teacher, parent, or other staff member or visitor may be required to wear a face covering.
3. This executive order shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in paragraph numbers 1-2. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
  - a. Sections 418.1015(b) and 418.108 of the Texas Government Code;
  - b. Chapter 81, Subchapter E of the Texas Health and Safety Code;
  - c. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
  - d. Chapter 54 of the Texas Local Government Code; and
  - e. any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature’s command in Section 418.173 of the Texas Government Code and the State’s emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a “failure to comply with” this executive order that is subject to a fine up to \$1,000, beginning at 11:59 p.m. on May 21, 2021.

4. Under Executive Order GA-34, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials, in all counties not in an area of high hospitalizations as defined in that executive order. Executive Order GA-34 also superseded any conflicting local order in response to the COVID-19 disaster, and directed that all relevant laws

FILED IN \_\_\_\_\_ OF THE  
SECRETARY OF STATE  
12:15 PM O'CLOCK  
MAY 18 2021

are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000, beginning at 11:59 p.m. on May 21, 2021.

This executive order supersedes subparagraph numbers 1(b) and 2(c)(iii) of Executive Order GA-34, but does not otherwise supersede Executive Orders GA-10, GA-13, GA-34, or GA-35. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 18th  
day of May, 2021.

Handwritten signature of Greg Abbott in cursive script.

GREG ABBOTT  
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in cursive script.

RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
12:15 PM O'CLOCK

MAY 18 2021

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Approve Ordinance 2021-19 adding a new Article IV, Titled “Use of Public Areas”, to Chapter 18, “Environment” of the City of Lockhart Code of Ordinances to prohibit camping, bathing, and urinating and defecating in public areas; and providing for penalty not to exceed \$500.00 for each offense.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** On June 15, 2021, the Council received a presentation by the City Attorney relative to the City’s authority to address issues related to homelessness.

Following a discussion, the Council directed the City Attorney to draft an ordinance which clarifies and consolidates existing regulations which are applicable and effective in reducing or preventing the effects of homelessness. Due to technical difficulties with speaking with the City Attorney virtually on July 6, 2021, the item was tabled to July 20, 2021.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None.

**PREVIOUS COUNCIL ACTION:** On July 6, 2021, the item was tabled to July 20, 2021.

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None. Discretion of the Council.

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2021-19 , Memorandum from City Attorney, TML Q&A about homelessness.

**ORDINANCE NO. 2021-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ADDING A NEW ARTICLE IV, TITLED “USE OF PUBLIC AREAS,” TO CHAPTER 18 – “ENVIRONMENT,” OF THE CITY OF LOCKHART CODE OF ORDINANCES TO PROHIBIT CAMPING, BATHING, AND URINATING AND DEFECATING IN PUBLIC AREAS; PROVIDING FOR PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lockhart, Texas (“City”) is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City’s Charter; and

WHEREAS, in the exercise of its lawful authority, the City may enact police power ordinances to promote and protect the health, safety, and welfare of the public; and

WHEREAS, Section 282.001 of the Texas Local Government Code provides that a home-rule municipality has exclusive control over and under public grounds and may control, regulate, or remove an encroachment or obstruction on the public grounds of the municipality; and

WHEREAS, H.B. 1925, which becomes effective September 1, 2021, prohibits the City of Lockhart (“City”) from designating a public place in the City to be used by persons experiencing homelessness to temporarily camp, except for recreational purposes; and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will camp outdoors until they are able to access affordable or free shelter or housing; and

WHEREAS, it is the purpose and intent of the City Council to adopt ordinances and policies that protect and preserve the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Code of Ordinances prohibits camping in City parks or playgrounds without a permit from the City Manager; and

WHEREAS, the City Council has investigated and determined it is in the best interest of the citizens of the City to amend the Code of Ordinances to prohibit camping in public areas, which includes parks, streets, highways, parking lots, alleyways, pedestrian ways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, business, and public rights-of-way; and

WHEREAS, the City Council has investigated and determined it is in the best interest of the citizens of the City to prohibit bathing and urinating and defecating in public areas; and



WHEREAS, the City Council seeks to protect the public safety, preserve the quality of life, and promote the health, safety and welfare of the citizens of the City of Lockhart and the general public by adopting regulations that prohibit a person from using or occupying public areas in a manner inconsistent with their core purpose or intended use.

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

**I. Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**II. Adding Article IV to Chapter 18.** Chapter 18, “Environment,” is hereby amended by the addition of a new Article IV, titled “Use of Public Areas”, which shall read as follows:

**Article IV. – Use of Public Areas**

**DIVISION 1. GENERALLY**

**Sec. 18-186. – Definitions.**

In this chapter:

*Camp* or *camping* means to use a public area for living accommodation purposes including:

- (1) Storing personal belongings for an extended period of time;
- (2) Making any fire;
- (3) Using or erecting a tent, shelter, vehicle or other structure for living accommodation;
- (4) Carrying on cooking activities; or
- (5) Digging or earth breaking activities; and
- (6) Sleeping, or making preparations to sleep, including the laying down of bedding for the purpose of sleeping.

*Public area* means an outdoor area accessible to the public including streets, highways, parks, parking lots, alleyways, pedestrian ways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, business, and rights-of-way.

**DIVISION 2. PROHIBITED ACTIVITIES.**

**Sec. 18-187. - Camping in public areas prohibited.**

(a) It is unlawful to camp in any public area, except with a permit as provided in Section 40-59.

(b) It is an affirmative defense to prosecution under this section if the person owns the property, or has secured the written permission of the property owner to camp on the property.

**Sec. 18-188. - Bathing in or damaging any public fountain, reservoir, stream or river.**

It is unlawful for any person to interfere with or bathe in any public well, cistern, water plug, fountain, or reservoir located in a public area.

**Sec. 18-189. - Urinating or defecating in public areas.**

(a) It is unlawful for any person to urinate or defecate:

(1) In or on a public area; or

(2) In a location visible to persons in a public area.

(b) It is an affirmative defense to prosecution under this section if the person was in a restroom.

**Sec. 18-190. – Other code provisions apply to public areas.**

Sections 40-61 (Fires), 40-63 (Littering), 40-26 (Sale of goods prohibited), 40-96 (Park use permits), 12-451 (Temporary securing of unoccupied buildings), and 36-3 (Consumption of alcoholic beverages in public) apply in public areas.

**III. Penalty.** Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed Five Hundred and no/100 Dollars (\$500.00) for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Lockhart from filing suit to enjoin the violation. The City of Lockhart retains all legal rights and remedies available to it pursuant to local, state and federal law.

**IV. Savings/Repealer.** All provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**V. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**VI. Publication.** The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

**VII. Effective Date.** This ordinance shall become effective and be in full force ten days from the date of its passage.

**PASSED AND ADOPTED on this, the 6<sup>th</sup> day of July, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC  
City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney



**MEMORANDUM**

**TO:** Mayor, City Council, City Manager, City of Lockhart

**FROM:** Monte Akers, City Attorney

**DATE:** June 10, 2021

**RE:** Regulation of Homelessness

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Please accept this memo in response to a request for discussion of the City's authority to address issues related to homelessness.

**Background:** In 2019 the City of Austin lifted a ban on camping, panhandling, and sitting in public areas, after which hundreds of homeless persons set up tents and other shelters in parks, under overpasses, and on other public property in the City. In response citizens petitioned for a referendum on reinstating the ban and on May 1, 2021, 57% of voters approved reestablishment of criminal penalties for camping in public places. Due to the proximity of Lockhart to Austin, questions have been raised about the City's authority in the event that it experiences a significant influx of homeless persons.

**Question presented:** What laws and ordinances are available to the City of Lockhart to regulate or deal with homeless persons in the City?

**Discussion:** The prevention or regulation of homelessness is a difficult issue for municipalities. As outlined in a "Legal Q & A" by the TML legal staff, attached, state and federal law authorities have constitutional limitations. As described therein, a City may not make homelessness illegal, cannot prohibit panhandling in public places (for other than safety and traffic issues), but can promote affordable housing options. However, as with the bans reinstated in Austin, certain existing state laws and city ordinances provide tools whereby the City of Lockhart may deal with aspects of homelessness, a list of which follows:

1. HB 1925: At least 20 bills were introduced during the 2021 regular legislative session that addressed some aspect of homelessness, but the only one of significance that was enacted was HB 1925, which becomes effective September 1, 2021.

The new law imposes a statewide ban on camping in a public place without the consent of the officer or agency having the legal duty or authority to manage the public place. However, the new law also forbids local governments from prohibiting or discouraging enforcement of the public camping ban, provides that the Attorney General may bring suit against a local government that does so, and states that a local entity that does so may not

receive any state grant funds for the fiscal year in which the local entity violated the new law. Furthermore, a local government may not designate a property to be used by homeless individuals to camp unless the plan for doing so is first approved by the Texas Department of Housing and Community Affairs.

2. Trespass/Criminal trespass: Sec. 30.05, Tex. Penal Code, provides that a person commits a criminal offense if he or she enters or remains on the property of another without consent and following adequate notice. The section contains various amendments related to firearms, critical infrastructure, and other issues, but should be applicable to prevent homeless persons from occupying private or some types of public property without permission.
3. City ordinances: The following City of Lockhart ordinances are or may be applicable and effective in reducing or preventing the effects of homelessness:
  - a. Sec. 40-59 prohibits camping, setting up a tent or other shelter, or laying out a bedroll or sleeping equipment in any city park or playground without a permit.
  - b. Sec. 40-61 prohibits building a fire in a park or other area not designated for a fire.
  - c. Sec. 20-104 prohibits uncontrolled outside burning in the City or within 5000 feet of city limits.
  - d. Sec. 40-63 prohibits depositing garbage or refuse, except in designated receptacles, in any city park.
  - e. Sec. 50-6 prohibits the placement of “intrusions and obstructions” in public sidewalks and streets.
  - f. Sec. 40-26 prohibits the sale of goods or merchandise in any city park unless doing so is licensed by the City Manager.
  - g. Sec. 40-96 prohibits exclusive use of a park or recreational facility by any person or group without a permit from the City Manager.
  - h. Sec. 42.2 makes it unlawful for a transient retail business to enter private property without an invitation.
  - i. Sec. 42.3 makes “peddling after sunset” unlawful (engaging in transient retail business between 30 minutes prior to sunset and 30 minutes prior to sunrise) except by invitation of a private owner.
  - j. Sec. 42-4 makes it unlawful to engage in peddling (transient retail business) on any street, sidewalk, public square, or alley.
  - k. Sec. 12-451 requires that unoccupied buildings be secured and specifies the procedure for doing so. Also see Sec. 12-442 and the definition of unsafe building as it relates to access by vagrants.
  - l. Sec. 36-3 makes it unlawful to consume alcohol on any street, sidewalk, other public way, and in any park except at a picnic table and with food.

Please let me know if additional information is desired.

## **Legal Q&A**

By **Heather M. Lockhart**, TML Assistant General Counsel

### **When is an individual considered homeless?**

The United State Department of Housing and Urban Development (HUD) provides four broad categories of homelessness:

- Individuals and families who lack a fixed, regular, and adequate nighttime residence, which includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;
- Individuals and families who will imminently lose their primary nighttime residence;
- Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or
- Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

### **What negative effects can a large homeless population have on a city?**

A large homeless population can be draining on a community. Homeless individuals that lack access to proper medical care may choose an emergency room at a hospital for medical services rather than a primary care medical office. This option is significantly more expensive and typically the homeless individual is unable to pay the bill, so the cost is passed on to insurance companies and the average customer in a community. Homeless individuals spend more time in local jails than the housed population for petty offenses, which increases the costs to run the facility. Additionally, a large homeless population can affect a city's ability to attract tourists.

### **What is affordable housing?**

Affordable housing is housing for which the occupant pays less than 30 percent of their income. Housing that is considered to be "affordable" will differ between communities, depending on the median family income of the area.

### **What is Section 8 housing?**

"Section 8" refers to Section 8 of the federal Housing Act of 1937. This section authorizes project-based rental assistance programs under which a participating owner, or landlord, is required to reserve units in a building for low-income tenants, in return for a federal government guarantee to make up the difference between the tenant's contribution and the rent in the owner's contract with the government.

### **What is a Section 8 voucher?**

Section 8 of the federal Housing Act also authorizes vouchers for low-income individuals. HUD manages the Housing Choice Voucher Program, which provides financial assistance directly to the landlord for a family that qualifies. The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments, and are free to choose any housing option that meets the requirements of the program.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from HUD to administer the voucher program. A list of public housing authorities in Texas can be found at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts/tx](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts/tx)

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

#### **Can a city make being homeless illegal?**

No. Laws that punish status or condition rather than criminal conduct have been struck down by courts as constituting cruel and unusual punishment. These types of laws fail to give fair notice of prohibited conduct and encourage arbitrary arrests and convictions. Additionally, courts have overturned vagrancy laws, or laws that criminalize being homeless, as impermissible restrictions on an individual's right to travel. *See Papachristou v. City of Jacksonville*, 45 U.S. 156, 162(1972); *Handler v. Denver*, 77 P.2d 132, 135 (Colo. 1938); *Pottinger v. City of Miami*, 810 F. Supp. 1551, 1578 (S.D. Fla. 1992).

#### **Can the city enact a loitering prohibition?**

Maybe. In a 1983 decision in *Kolender v. Lawson*, the United State Supreme Court invalidated a California loitering statute requiring street wanderers to present valid identification when stopped by police officers. The Court held that the statute was too vague to satisfy due process requirements. The Court followed this decision with its decision in *Chicago v. Morales*, which struck down a Chicago ordinance preventing loitering by gang members on due process grounds.

An ordinance that is general in nature that criminalizes loitering on a public street would most likely be struck down by a court for vagueness. However, if the wording of the ordinance is sufficient to set forth guidelines for law enforcement officers narrowly tailoring the restriction to those who loiter with a specific illegal purpose, then a loitering ordinance may pass constitutional muster. City officials will want to work closely with their local legal counsel if they desire to adopt such an ordinance.

#### **Can a city prevent homeless people from panhandling in all public places?**

No. Litigation related to bans on panhandling has centered on First Amendment free speech claims. Courts have ruled that outlawing panhandling in all public places was unconstitutional. *See generally Young v. New York City Transit Auth.*, 903 F.2d 146 (2d Cir. 1990); *Speet v. Schuette*, 889 F. Supp. 2d 969 (W.D. Mich. 2012). Instead, any limits on panhandling on public sidewalks trigger strict scrutiny, meaning the regulations must be narrowly tailored to serve a significant governmental interest and must be the least restrictive means for achieving that interest. Courts have found that safety and traffic congestion may be significant interests but “mere annoyance” is not a sufficiently compelling reason to absolutely deprive an individual of his or her First Amendment rights.

### **What strategies have cities used to reduce homelessness?**

- Participating in the “Mayors Challenge to End Veteran Homelessness,” a program designed to equip city leaders with tools to combat veteran homelessness. For more information on how to participate, you can visit the Department of Housing and Urban Development’s Mayors Challenge page at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/veteran\\_information/mayors\\_challenge/mayors\\_and\\_staff](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/veteran_information/mayors_challenge/mayors_and_staff);
- Seeking state grants awarded by the Texas Department of Housing and Community Affairs or federal grants awarded by HUD;
- Educating law enforcement officers on alternatives to issuing citations and supporting police department partnerships with mental health partners;
- Recruiting landlords in the city to assist in providing housing opportunities for individuals and families experiencing homelessness;
- Educating municipal court personnel on providing referrals to municipal court defendants to non-profit groups in the city that provide housing and other services;
- Issuing general obligation bonds for the purpose of expanding affordable housing in the city;
- Creating a housing authority to assist with providing affordable housing within the city.

### **What is a housing authority?**

A housing authority is a public body that is created for clearance, replanning, and reconstruction of areas in which unsanitary or unsafe housing exists and for providing safe and sanitary housing for persons of low income.

The housing authority may provide for the construction, improvement, alteration, or repair of a housing project, or part of a housing project, in its area of operation. A housing authority may also lease or rent housing, land, buildings, structures, or facilities included in a housing project.



A housing authority is able to borrow money or accept grants or other financial assistance from the federal government for a housing project in the authority's area of operation, or form a partnership or another entity to raise capital for a housing project to be owned by the partnership or other entity.

### **How does our city create a housing authority?**

The city council may declare by resolution that there is a need for a housing authority in the city if it finds that there is: (1) unsanitary or unsafe inhabited housing in the city; or (2) a shortage of safe or sanitary housing in the city available to persons of low income at rentals that they can afford. TEX. LOC. GOV'T CODE § 392.011. The council may determine on its own motion if there is a need for a housing authority but must determine there is a need upon receiving a petition signed by at least 100 qualified voters of the city.

### **Who appoints members of a housing authority?**

Each municipal housing authority is governed by either five, seven, nine, or 11 commissioners. The mayor of the city appoints the commissioners of the authority, and an appointed commissioner of the authority may not be an officer or employee of the city. TEX. LOC. GOV'T CODE § 392.031. After the appointment, a certificate of the appointment of a commissioner must be filed with the city secretary.

A city with a municipal housing authority composed of five commissioners must appoint at least one commissioner to the authority who is a tenant of a public housing project over which the authority has jurisdiction. TEX. LOC. GOV'T CODE § 392.0331. A city with a municipality with a municipal housing authority composed of seven or more commissioners must appoint at least two commissioners to the authority who are tenants of a public housing project over which the authority has jurisdiction.

### **What is the term of office for a housing authority commissioner?**

Initially, a housing authority with five commissioners must have two designated to serve one-year terms and three designated to serve two-year terms. A housing authority with seven commissioners must have three designated to serve one-year terms and four designated to serve two-year terms. A housing authority with nine commissioners must have four designated to serve one-year terms and five designated to serve two-year terms. Finally, a housing authority with 11 commissioners must have five designated to serve one-year terms and six designated to serve two-year terms. Subsequent municipal housing commissioners are appointed for two-year terms. If there is a vacancy on the housing authority board, the mayor appoints someone to fill the unexpired term. TEX. LOC. GOV'T CODE § 392.034.

### **How can a housing authority commissioner be removed?**

The mayor may remove a commissioner of a municipal housing authority for inefficiency, neglect of duty, or misconduct in office. Before a commissioner may be removed, the commissioner must be given: (1) a copy of the charges before the 10th day before the date of a

hearing on the charges; and (2) an opportunity to be heard in person or by counsel at the hearing. A record of the proceedings with the charges and findings must be filed in the office of the city secretary.

### **Can a housing authority issue bonds?**

Housing authorities have specific statutory authority to issue bonds to further the housing authorities' objectives in providing safe, affordable housing. TEX. LOC. GOV'T CODE § 392.081. These bonds are not considered to be a debt of the city and are payable only from the funds and property of the housing authority. TEX. LOC. GOV'T CODE § 392.085.

### **Can a city sell property for affordable housing for less than fair market value?**

Yes. Unless the city received the property through use of condemnation, a city can sell or convey land to an entity for the development of low-income or moderate-income housing for less than its fair market value, as long as the conveyance of land serves a public purpose. TEX. LOC. GOV'T CODE § 272.001(g).

Additionally, a city is not required to comply with statutory competitive bidding requirements when selling land to: (1) a nonprofit organization that develops housing for low-income individuals and families as a primary activity to promote community-based revitalization of the municipality; (2) a 5101(c)(3) nonprofit corporation whose purpose is to develop affordable housing and engages primarily in the building, repair, rental, or sale of housing for low-income individuals and families; or (3) a religious organization that owns other property located in the city that is tax exempt and has entered into a written agreement with the city regarding the revitalization of the land. TEX. LOC. GOV'T CODE § 253.010(a).

A city may by ordinance determine the individuals and families who qualify as low-income individuals and families. In adopting the ordinance, the city must consider median income of individuals and median family income in the area. TEX. LOC. GOV'T CODE § 253.010(b).

### **Can a city donate money directly to homeless shelter?**

Maybe. As a general rule, a gratuitous donation or gift by a city is prohibited by the Texas Constitution, art. III, §52, and art. XI, §3, which, in part, state that the legislature may not authorize any county, city, or other political subdivision of the state to lend its credit or grant public money or anything of value in aid of an individual, association or corporation. The purpose of these provisions is to prevent local governments from appropriating public money for private purposes. However, if a city determines that an expenditure accomplishes a valid public purpose, the fact that one or more individuals or corporations might benefit does not invalidate the expenditure. The key question is whether a valid public purpose is being *directly* accomplished by the expenditure. The determination of whether a particular expenditure accomplishes a public purpose must be made by the city council.

The council's determination as to public purpose is subject to judicial review. However, if the council goes on record recognizing the expenditure as a valid public purpose, the courts are not

likely to overturn that determination. Courts are hesitant to second guess the legislative determinations of local governments. Accordingly, in the absence of fraud on the part of the council, or a total lack of evidence that an expenditure serves a public purpose, a court is not apt to declare a particular city expenditure to be invalid.

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Approve Ordinance 2021-21 implementing the requirements of HB 2073 and Section 180.008, Local Government Code to establish a paid Quarantine Leave Policy for Fire Fighters, Peace Officers, Detention Officers, and Medical Technicians employed by the City.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Julie Bowermon

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** House Bill (HB) 2073 was passed during the recent 87th Texas Legislative Session. HB 2073 amends Chapter 180 of the Texas Local Government Code requiring the governing body of a city to develop and implement a paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians (EMTs) who are employed by that city. According to the new state law, when fire fighters, peace officers, detention officers, or EMTs are ordered to quarantine due to a possible or know exposure to a communicable disease while on duty, these employees must be paid, at their full rate of pay and continue to receive employment benefits without having to use accrued leave such as sick or vacation leave. HB 2073 also requires that these employees be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation.

The intent of the proposed Public Safety Quarantine Leave Policy is to comply with HB 2073. The proposed policy clarifies that the quarantine must be ordered by the City's Health Authority. Although HB 2073 does not define specific illnesses that would be considered a communicable disease, the proposed policy authorizes the City Health Authority to determine what justifies and when to order a quarantine. The proposed policy does not apply to exposures while off duty, such as from a family member. In those instances, the employee would use their own accrued sick and or vacation leave.

If the employee were to test positive for COVID-19, while on an ordered quarantine resulting from an on duty COVID-19 exposure, they would then be treated as a work injury, workers' compensation and civil service would apply.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully requests approval of the proposed policy.

**LIST OF SUPPORTING DOCUMENTS:** HB 2073, Ordinance 2021-21, and Quarantine Policy for Police and Fire.

1 AN ACT

2 relating to quarantine leave for fire fighters, peace officers,  
3 detention officers, and emergency medical technicians employed by,  
4 appointed by, or elected for a political subdivision.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. The heading to Chapter 180, Local Government  
7 Code, is amended to read as follows:

8 CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND  
9 EMPLOYEES OF MORE THAN ONE TYPE OF [~~MUNICIPALITIES, COUNTIES, AND~~  
10 ~~CERTAIN OTHER~~] LOCAL GOVERNMENT [~~GOVERNMENTS~~]

11 SECTION 2. Chapter 180, Local Government Code, is amended  
12 by adding Section 180.008 to read as follows:

13 Sec. 180.008. PAID QUARANTINE LEAVE FOR FIRE FIGHTERS,  
14 PEACE OFFICERS, DETENTION OFFICERS, AND EMERGENCY MEDICAL  
15 TECHNICIANS. (a) In this section:

16 (1) "Detention officer" means an individual appointed  
17 or employed by a political subdivision as a county jailer or other  
18 individual responsible for the care and custody of individuals  
19 incarcerated in a county or municipal jail.

20 (2) "Emergency medical technician" means an  
21 individual who is:

22 (A) certified as an emergency medical technician  
23 under Chapter 773, Health and Safety Code; and

24 (B) employed by a political subdivision.

1           (3) "Fire fighter" means a paid employee of a  
2 municipal fire department or emergency services district who:

3                   (A) holds a position that requires substantial  
4 knowledge of fire fighting;

5                   (B) has met the requirements for certification by  
6 the Texas Commission on Fire Protection under Chapter 419,  
7 Government Code; and

8                   (C) performs a function listed in Section  
9 143.003(4)(A).

10           (4) "Health authority" has the meaning assigned by  
11 Section 121.021, Health and Safety Code.

12           (5) "Peace officer" means an individual described by  
13 Article 2.12, Code of Criminal Procedure, who is elected for,  
14 employed by, or appointed by a political subdivision.

15           (b) The governing body of a political subdivision shall  
16 develop and implement a paid quarantine leave policy for fire  
17 fighters, peace officers, detention officers, and emergency  
18 medical technicians who are employed by, appointed by, or elected  
19 for the political subdivision and ordered to quarantine or isolate  
20 due to a possible or known exposure to a communicable disease while  
21 on duty.

22           (c) A paid quarantine leave policy must:

23                   (1) provide that a fire fighter, peace officer,  
24 detention officer, or emergency medical technician on paid  
25 quarantine leave receive:

26                   (A) all employment benefits and compensation,  
27 including leave accrual, pension benefits, and health benefit plan

1 benefits for the duration of the leave; and

2 (B) reimbursement for reasonable costs related  
3 to the quarantine, including lodging, medical, and transportation;  
4 and

5 (2) require that the leave be ordered by the person's  
6 supervisor or the political subdivision's health authority.

7 (d) A political subdivision may not reduce a fire fighter's,  
8 peace officer's, detention officer's, or emergency medical  
9 technician's sick leave balance, vacation leave balance, holiday  
10 leave balance, or other paid leave balance in connection with paid  
11 quarantine leave taken in accordance with a policy adopted under  
12 this section.

13 SECTION 3. This Act takes effect immediately if it receives  
14 a vote of two-thirds of all the members elected to each house, as  
15 provided by Section 39, Article III, Texas Constitution. If this  
16 Act does not receive the vote necessary for immediate effect, this  
17 Act takes effect September 1, 2021.



H.B. No. 2073

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President of the Senate

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Speaker of the House

I certify that H.B. No. 2073 was passed by the House on April 7, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2073 on May 28, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting.

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Chief Clerk of the House

I certify that H.B. No. 2073 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

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Governor

**ORDINANCE NO. 2021-21**

**AN ORDINANCE OF THE CITY OF LOCKHART IMPLEMENTING THE REQUIRMENTS OF HB 2073 AND SECTION 180.008, LOCAL GOVERNMENT CODE TO ESTABLISH A PAID QUARANTINE LEAVE POLICY FOR FIRE FIGHTERS, PEACE OFFICERS, DETENTION OFFICERS, AND MEDICAL TECHNICIANS EMPLOYED BY THE CITY, PROVIDING CLAUSES FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE**

**WHEREAS**, the City of Lockhart is a home rule city and a political subdivision of the State of Texas; and

**WHEREAS**, effective June 15, 2021, the Texas Legislature enacted House Bill 2073, adding Section 180.008 to the Texas Local Government Code and requiring political subdivisions to develop and implement a paid quarantine leave policy for certain public safety personnel employed by the political subdivision who are ordered to quarantine due to exposure to a communicable disease while on duty;

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

**SECTION 1:** The foregoing recitals are adopted and incorporated herein for all purposes.

**SECTION 2:** The attached document, titled “Public Safety Quarantine Leave Policy,” is hereby adopted in compliance with the requirements of HB 2073 and Sec. 180.008, Texas Local Government Code.

**SECTION 3:** The City Manager is directed to incorporate said policy into the City of Lockhart’s personnel policies as the same exist and as the same are amended.

**SECTION 4.** Any provision of the Code of Ordinances of the City of Lockhart or its personnel policies in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** It is the intention of the City Council that the components of this Ordinance are severable, and if any provision is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining components of this Ordinance.

**SECTION 6.** As provided by HB 2073, this ordinance is effective from June 15, 2021.

**PASSED AND ADOPTED on this the 20<sup>th</sup> day of July, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney

# Public Safety Quarantine Leave Policy

(Effective 6/15/21)

(Policy may be amended due to further statutory/legal guidance or other practical reasons)

## PURPOSE

The purpose of this policy is to provide guidance in accordance with Section 180.008 of the Local Government Code regarding paid quarantine leave for Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians. The quarantine leave will be used to quarantine or isolate Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians due to a possible or known exposure to a communicable disease **while on duty**. The City of Lockhart recognizes that employee health and safety is important. The City supports establishing a workplace that is comfortable, healthy, safe, and supportive.

This policy will be applied with the Workers Compensation Policy, as this leave is granted only for on-duty exposures.

## EFFECTIVE DATE

This policy is effective 6/15/21.

## SCOPE

This policy applies to all Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians employed by the City of Lockhart. The Police/Fire Department management, in coordination with the Human Resources Director, will be responsible for communicating and implementing this policy as applicable.

## DEFINITIONS

"Detention officer" means an individual appointed or employed by the City as a jailer or other individual responsible for the care and custody of individuals incarcerated in the municipal jail.

"Emergency medical technician" means an individual who is:

- (A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and
- (B) employed by a political subdivision.

"Fire fighter" means a paid employee of the fire department who:

- (A) holds a position that requires substantial knowledge of fire fighting;
- (B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and
- (C) performs a function listed in Section 143.003(4)(A).

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the City.

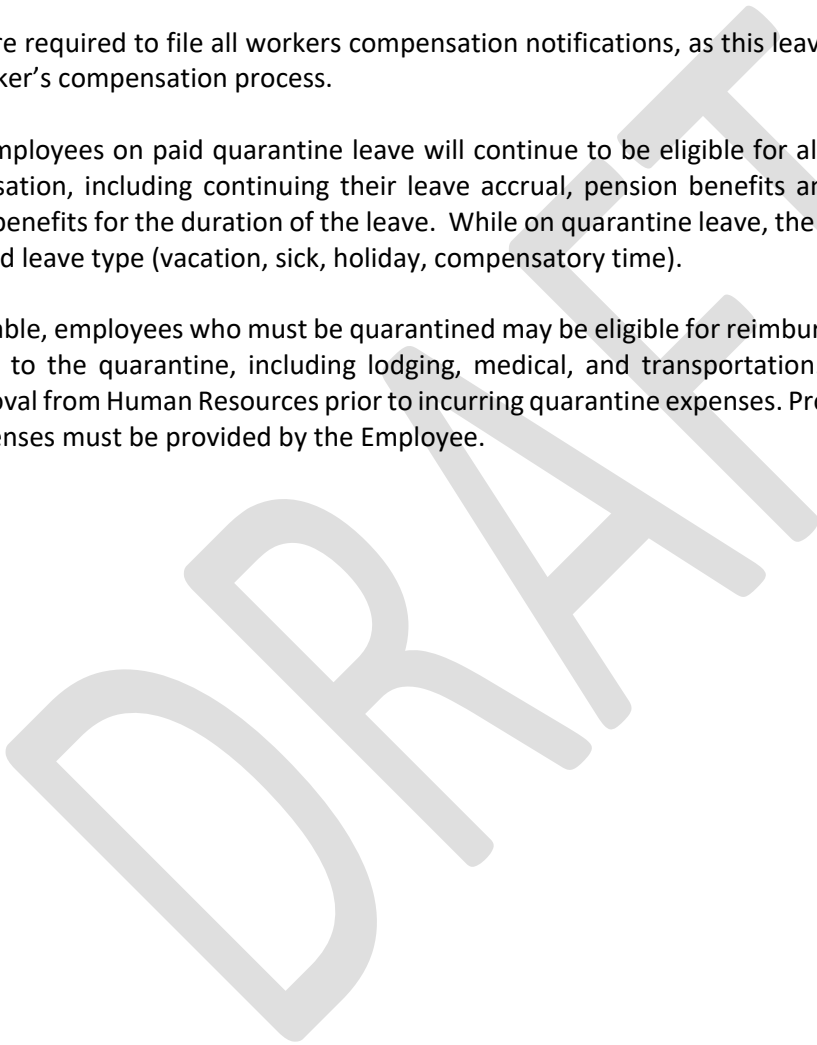
**POLICY**

The use of quarantine leave may be granted after a Fire Fighter, Peace Officer, Detention Officer, or Emergency Medical Technician has had a possible or known exposure to a communicable disease while on duty. The City of Lockhart’s health authority will determine when a threat of highly communicable or life-endangering diseases are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will confer with the Human Resources Director to allow for the use of quarantine leave based on the health authority’s protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority.

Employees are required to file all workers compensation notifications, as this leave will run concurrently with the worker’s compensation process.

Applicable employees on paid quarantine leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee may not use any other paid leave type (vacation, sick, holiday, compensatory time).

When applicable, employees who must be quarantined may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation. The Employee must receive approval from Human Resources prior to incurring quarantine expenses. Proper receipts and other proof of expenses must be provided by the Employee.



# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Accept 3rd Quarter Investment Report for Fiscal Year 2020-2021.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** The Texas Public Funds Investment Act requires local governments to review and accept quarterly investment reports for each quarterly reporting period of the fiscal year.

The 3rd Quarter for Fiscal Year 2020-21, ending June 30, 2021 is presented for Council review and acceptance. COUNCIL MEETING

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully request a motion to accept the 3rd Quarter Investment Report for Fiscal Year 2020-2021.

**LIST OF SUPPORTING DOCUMENTS:** 3rd Quarter Investment Report

# ***CITY OF LOCKHART***

Quarterly Investment Report  
For the Quarter Ended June 30, 2021

July 20, 2021

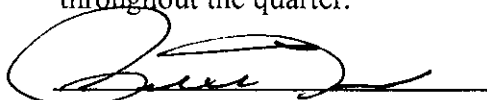
***CITY of LOCKHART***  
***Quarterly Investment Report***  
***For the Quarter Ended June 30, 2021***

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2021 through June 30, 2021. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

<b>Investment Portfolio</b>		
	<b>Book Value</b>	<b>Market Value</b>
<b><u>April 1, 2021</u></b>		
Cash	2,920,453	2,920,453
Marketable Securities	0	0
Investment Pools	27,651,957	27,655,196
Certificates of Deposits	0	0
<b>Total:</b>	<b>30,572,410</b>	<b>30,575,649</b>
<b><u>June 30, 2021</u></b>		
Cash	2,959,301	2,959,301
Marketable Securities	0	0
Investment Pools	24,990,944	24,991,971
Certificates of Deposits	0	0
<b>Total:</b>	<b>27,950,246</b>	<b>27,951,273</b>

<b>Fund Availabilty</b>		
<b><u>April 1, 2021</u></b>		
Unrestricted Funds	12,590,571	12,590,571
Restricted Funds	17,981,839	17,985,078
<b>Total Funds</b>	<b>30,572,410</b>	<b>30,575,649</b>
<b><u>June 30, 2021</u></b>		
Unrestricted Funds	10,665,635	10,665,635
Restricted Funds	17,284,610	17,285,638
<b>Total Funds</b>	<b>27,950,246</b>	<b>27,951,273</b>

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



Pam Larison  
 Finance Director

7/14/21  
 Date

**CITY of LOCKHART**  
**Investment Portfolio Summary**  
**For the Quarter Ended June 30, 2021**

	<b>Investment Portfolio</b>			
	<b>Book Value</b>	<b>% of Total</b>	<b>Market Value</b>	<b>% of Total</b>
<b><u>April 1, 2021</u></b>				
Cash	2,920,453	9.6%	2,920,453	9.6%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	27,651,957	90.4%	27,655,196	90.4%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>30,572,410</b>	<b>100.0%</b>	<b>30,575,649</b>	<b>100.0%</b>
<b><u>June 30, 2021</u></b>				
Cash	2,959,301	10.6%	2,959,301	10.6%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	24,990,944	89.4%	24,991,971	89.4%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>27,950,246</b>	<b>100.0%</b>	<b>27,951,273</b>	<b>100.0%</b>
<b><u>Change in Value</u></b>				
Cash	38,849		38,849	
Marketable Securities	0		0	
Investment Pools	(2,661,013)		(2,663,225)	
Certificates of Deposits	0		0	
<b>Portfolio Total</b>	<b>(2,622,164)</b>		<b>(2,624,376)</b>	
0				
<b><u>Maturity Data</u></b>				
	<b>Book Value @ 6/30/2021</b>	<b>Weighted Average Maturity</b>	<b>Yield to Maturity</b>	
Cash	2,959,301	0 Days	1.18%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	11,423,230	52 Days *	0.06%	
Investment Pools - TexPool	5,130,141	30 Days *	0.01%	
Investment Pools - TexSTAR	8,437,574	37 Days *	0.01%	
Certificates of Deposits	0	0 Days	0.00%	
	27,950,246	38 Days	0.15%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2021 0.05%

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

<b>Total Return On Investment</b>	<b>Interest Earned</b>
Cash	7,246
Marketable Securities	0
Investment Pools - Texas CLASS	2,122
Investment Pools - TexPool	187
Investment Pools - TexSTAR	141
Certificates of Deposits	0
<b>Total Return on Investment</b>	<b>9,697</b>



**CITY OF LOCKHART**  
**Cash Accounts (as reconciled to FLNB)**  
**For the Quarter Ended June 30, 2021**

<b>General Operating Account - FLNB</b>		
		<u>Value</u>
April 1, 2021	\$	2,920,453
Deposits		9,028,933
Withdrawals		(8,997,331)
Interest Earned		7,246
June 30, 2021	\$	2,959,301

<b>Total Cash Accounts</b>		
		<u>Value</u>
April 1, 2021	\$	2,920,453
Deposits		9,028,933
Withdrawals		(8,997,331)
Interest Earned		7,246
June 30, 2021	\$	2,959,301

**CITY of LOCKHART**  
**Marketable Securities Transaction Summary**  
**For the Quarter Ended June 30, 2021**

Holdings During the Quarter		Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value April 1, 2021	Beginning Market Value	Ending Value @ Par	Ending Book Value June 30, 2021	Ending Market Value
Type of Security	CUSIP													
Totals														
			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases														
0.22%														
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Accrued Interest						
			\$ -				\$ -	\$ -						
Maturities														
\$														
Totals														
			\$ -	0.59%			\$ -	\$ -						

**CITY OF LOCKHART**  
**Investment Pool Transactions Summary**  
**For the Quarter Ended June 30, 2021**

<b>TexPool</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	7,793,417	7,794,742	1.00017	29 Days	0.0200%
Deposits	4,517,000				
Withdrawals	(7,180,464)				
Interest Earned	187				
June 30, 2021	5,130,141	5,130,602	1.00009	30 Days	0.0100%

<b>Texas CLASS</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	11,421,108	11,421,723	1.00005	53 Days	0.1154%
Deposits	0				
Withdrawals	0				
Interest Earned	2,122				
June 30, 2021	11,423,230	11,423,230	1.00000	52 Days	0.0600%

<b>TexSTAR</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2021	8,437,433	8,438,732	1.00015	40 Days	0.0216%
Deposits	0				
Withdrawals	0				
Interest Earned	141				
June 30, 2021	8,437,574	8,438,139	1.000067	37 Days	0.0100%

**CITY of LOCKHART**  
**Certificates of Deposit Transaction Summary**  
**For the Quarter Ended June 30, 2021**

**Holdings During the Quarter**

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									<u>April 1, 2021</u>	<u>June 30, 2021</u>		
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Purchases**

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

**Maturities**

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

***City of Lockhart***  
***Investment Pools***  
**Standard and Poor's Ratings**

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
July-20	AAAm	AAAm	AAAm
August-20	AAAm	AAAm	AAAm
September-20	AAAm	AAAm	AAAm
October-20	AAAm	AAAm	AAAm
November-20	AAAm	AAAm	AAAm
December-20	AAAm	AAAm	AAAm
January-21	AAAm	AAAm	AAAm
February-21	AAAm	AAAm	AAAm
March-21	AAAm	AAAm	AAAm
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm

# *City of Lockhart*

## *Bank Collateralization*

### *Standard and Poor's Ratings*

<u>Month</u>			<u>FLNB Collateralization *</u>
July-20			AAA
August-20			AAA
September-20			AAA
October-20			AAA
November-20			AAA
December-20			AAA
January-21			AAA
February-21			AAA
March-21			AAA
April-21			AAA
May-21			AAA
June-21			AAA

\* Guaranteed by US government (AAA)

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Approve Annual Service Agreement with Motorola Solutions, Inc.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** The City of Lockhart annually reviews and renews a service agreement with Motorola Solutions, Inc. for maintenance, repairs, and replacement of the 700/800 mhz radio infrastructure system which supports radio communications for the City of Lockhart, Concessions Group, Caldwell County, City of Luling, and City of Martindale. According to existing interlocal agreement with each entity, the City of Lockhart is responsible for billing each entity according the number of radio units owned and in operations in the system.

The current total of radios on the infrastructure system is 730, of that the City of Lockhart owns 199 radios and their share of the service agreement for the fiscal year of 2021-2022 would be \$41,815.87.

The attached service agreement is for the fiscal year October 1, 2021 through September 30, 2022. The total amount of the 2021-2022 agreement reflects a 3% increase from last year's agreement.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** \$153,396.00

**Account Number:** 231-5314-226

**Funds Available:** \$153,500.00

**Account Name:** Radio System Maintenance Contracts

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully request approval of the agreement as presented.

**LIST OF SUPPORTING DOCUMENTS:** Motorola Contract 21-22



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1481046  
 Contract Number: USC000003451  
 Contract Modifier: R02-JUN-21 14:02:13

Date: 06/02/2021

Company Name: LOCKHART, CITY OF
Attn:
Billing Address: P O BOX 239
City, State, Zip: LOCKHART , TX, 78644
Customer Contact: Pam Larison
Phone:

Required P.O. :  
 Customer # : 1012875136  
 Bill to Tag # :  
 Contract Start Date : 01-Oct-2021  
 Contract End Date : 30-Sep-2022  
 Anniversary Day : Sep 30th  
 Payment Cycle : ANNUALLY  
 PO # : 000237

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$922.00	\$11,064.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$5,522.00	\$66,264.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$911.01	\$10,932.00
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$290.00	\$3,480.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$207.00	\$2,484.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$4,130.99	\$49,572.00
	SVC04SVC0016C	SUS	\$535.00	\$6,420.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$108.01	\$1,296.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$157.01	\$1,884.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00	\$0.00
Subtotal - Recurring Services			\$12,783.00	\$153,396.00
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$12,783.00	\$153,396.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

**SPECIAL INSTRUCTIONS:**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.





# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1481046  
Contract Number: USC000003451  
Contract Modifier: R02-JUN-21 14:02:13

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Cody Benningfield 512-202-2162

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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : LOCKHART, CITY OF  
Contract Number : USC000003451  
Contract Modifier : R02-JUN-21 14:02:13  
Contract Start Date : 01-Oct-2021  
Contract End Date : 30-Sep-2022

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1481046  
Contract Number: USC000003451  
Contract Modifier: R02-JUN-21 14:02:13

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1481046  
Contract Number: USC000003451  
Contract Modifier: R02-JUN-21 14:02:13

**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1481046  
Contract Number: USC000003451  
Contract Modifier: R02-JUN-21 14:02:13

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1481046  
Contract Number: USC000003451  
Contract Modifier: R02-JUN-21 14:02:13

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action to consider entering a Memorandum of Understanding (MOU) between Guadalupe-Blanco River Authority (GBRA), the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge for the purpose of defining expectations and responsibilities of the parties related to the need for a water supply along the Texas 130 Corridor.

**ORIGINATING DEPARTMENT AND CONTACT:** Public Works - Sean Kelley

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** The Carrizo Spring Groundwater Project (CSGP) and Mid-Basin Water Supply Project were developed to meet the growing needs of water supply between Austin and San Antonio. As part of these projects, GBRA has secured 75,000 acre-feet of water in which the City of Lockhart has the ability to receive up to 3,000 acre-feet.

When the City of Lockhart begins receiving water in 2023, the supplied amount to the City will be in excess of the initial demands of Lockhart's system allowing for the opportunity to pursue sales of excess treated water. This MOU between GBRA, the City of Lockhart, Goforth SUD, County Line SUD, Maxwell SUD, and the City of Mustang Ridge outlines the responsibilities and objectives of each party for the purposes of feasibility and does not obligate the City of Lockhart to sell excess water supply.

This MOU also consists of the following:

- Establish timeline and the anticipated water needs of Goforth, County Line, Maxwell, and Mustang Ridge.
- Identify infrastructure required to expand the project to provide water and the timing involved.
- Estimate cost and phasing of treated water to Goforth, County Line, Maxwell and Mustang Ridge.
- Expansion of the initial phase of the CSGP cannot result in an increase of infrastructure cost, decrease of water supply, or delay the supply timing to any of the original CSGP partners (Lockhart, Goforth, and NBU).

Once the analysis is complete, GBRA may work with the parties to develop and execute

# **City of Lockhart, Texas**

## **Council Agenda Item Cover Sheet**

treated water supply agreements and other agreements that may be required to expand, extend, and add infrastructure, and deliver water to the Lockhart area and Goforth, County Line, Maxwell, and Mustang Ridge. In the event that any of these Parties decide to participate as a customer in the expansion of the initial phase of the CSGP, the additional water supply agreements will be brought to back to City Council for consideration.

**PROJECT SCHEDULE (if applicable):** Analysis to determine the infrastructure cost. The project shall be completed by November 30, 2021 and the term of the MOU shall continue until March 31, 2022.

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval of Memorandum of Understanding.

**LIST OF SUPPORTING DOCUMENTS:** Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GUADALUPE-BLANCO RIVER AUTHORITY, THE CITY OF LOCKHART,  
GOFORTH SPECIAL UTILITY DISTRICT, COUNTY LINE SPECIAL UTILITY  
DISTRICT, MAXWELL SPECIAL UTILITY DISTRICT  
AND THE CITY OF MUSTANG RIDGE**

**FOR**

**THE PURPOSE OF DEFINING EXPECTATIONS AND RESPONSIBILITIES OF THE  
PARTIES RELATED TO THE NEED FOR A WATER SUPPLY ALONG THE TEXAS  
130 CORRIDOR**

This Memorandum of Understanding (MOU) is made by and between the Guadalupe-Blanco River Authority (GBRA), the City of Lockhart (Lockhart), Goforth Special Utility District (Goforth), County Line Special Utility District (County Line), Maxwell Special Utility District (Maxwell), and the City of Mustang Ridge (Mustang Ridge) (collectively the Parties), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to be effective on the date of the last signatory of this MOU (Effective Date).

**1. Background and Objectives**

- A. GBRA is developing its Mid-Basin Water Supply Project to meet the growing water supply need between Austin and San Antonio. The Mid-Basin Water Supply Project (Mid-Basin Project) is a multi-phase multi-decade project to develop groundwater, surface water, and aquifer storage and recovery. As part of the Mid-Basin Project, GBRA leased the right to produce groundwater from 42,000 acres of land in Gonzales and Caldwell counties, Texas. GBRA has also secured an additional surface water supply through Water Use Permit No. 12378, which allows GBRA to divert up to 75,000 acre-feet of water from Guadalupe River, and to construct an off-channel reservoir to store up to 125,000 acre-feet of water.
- B. As part of the first phase of the Mid-Basin Project, GBRA is authorized by the Gonzales County Underground Water Conservation District (District), pursuant to Production and Transportation Permit No. 01-13-01 to produce and transport out of the District up to 15,000 acre-feet of groundwater from the land leased by GBRA, subject to the restrictions and limitations in Production and Transportation Permit No. 01-13-01.
- C. GBRA has contracted with Alliance Regional Water Authority (Alliance) to construct and operate groundwater treatment and transportation facilities to treat and transport the groundwater for GBRA to current and future GBRA customers in Hays, Caldwell, and Comal counties (Carrizo Groundwater Supply Project), including Goforth, Lockhart, and New Braunfels Utilities (NBU). The GBRA and Alliance joint project is currently in the initial phases of construction.



- D. GBRA is oversizing the treated water transmission line of the initial phase of the Carrizo Groundwater Supply Project from the water treatment plant to Lockhart to provide additional water supply to the Texas 130 corridor.
- E. GBRA is considering amending its Production and Transportation Permit No. 01-13-01 to authorize GBRA to produce and transport additional groundwater out of the District.
- F. Goforth, County Line, Maxwell, and Mustang Ridge have identified a need for additional water supplies to be delivered along the Texas 130 corridor between Austin and Lockhart.
- G. The purposes of this MOU are to (i) outline the tasks and steps that GBRA would need to take to develop and deliver such additional water supplies to the Parties, (ii) outline a process for such Parties to provide GBRA with a timeline of future potential water supply and infrastructure needs, (iii) establish the tasks and steps for all Parties to calculate the estimated total capital costs for the infrastructure to receive such future water supplies, and (iv) develop the terms of a treated wholesale water supply agreement to receive such future water supplies, should any of the Parties decide to participate as a customer in phases of GBRA's Mid-Basin Project including expansion of initial phase of the Carrizo Groundwater Supply Project.

2. **Agreement Regarding Water Supply Project Development**

- A. By August 15, 2021, Goforth, County Line, Maxwell, and Mustang Ridge will provide to GBRA a timeline of their respective anticipated water supply needs, including quantities of water needed and general preferred locations of water delivery.
- B. The Parties will work together to identify infrastructure and timing to expand GBRA's initial phase of the Carrizo Groundwater Project to bring additional treated water to the Lockhart area and to Goforth, County Line, Maxwell, and Mustang Ridge along FM 2001 and State Highway 21 and to identify infrastructure and timing for other phases of the Mid-Basin Project that could meet the water supply needs of Goforth, County Line, Maxwell, and Mustang Ridge. The identified infrastructure may include additional wells, pipe oversizing, raw water lines, treatment plant expansion, storage, treated water lines, pump stations, and land/easement acquisition.
- C. The Parties will work together to identify the estimated total capital costs and phasing for delivering treated water to Goforth, County Line, Maxwell, and Mustang Ridge.
- D. The Parties agree and understand the expansion of the initial phase of the Carrizo Groundwater Project cannot result in an increase in the infrastructure cost to GBRA's original three Carrizo Groundwater Supply Project customers (NBU, Lockhart, and Goforth) for their existing supplies of water. However, the expansion of the initial phase of the Carrizo Groundwater Supply Project could result in a decrease in water costs for the original three Carrizo Groundwater Supply Project customers.
- E. The Parties agree that any expansion of the initial phase of the Carrizo Groundwater Supply Project cannot result in the delay in the timeline for the delivery of water

for the original three Carrizo Groundwater Supply Project customers (NBU, Lockhart, and Goforth). The Parties further agree that any expansion of initial phase of the Carrizo Groundwater Supply Project cannot result in the decrease in the contracted quantity of water to the original three Carrizo Groundwater Supply Project customers.

- F. The Parties agree that time is of the essence and each Party will work diligently to provide to the other Parties requested or required information. The Parties agree to meet at least once a month to discuss the Texas 130 Corridor Project and the items listed in this Section 2.
- G. The Parties agree the analyses required to determine the infrastructure costs and timing shall be completed by November 30, 2021.
- H. GBRA will work with the Parties to develop and execute treated water supply agreements and any other agreements that may be required to expand, extend, and add infrastructure, and deliver water to the Lockhart area and Goforth, County Line, Maxwell, and Mustang Ridge, in the event that any of these Parties decide to participate as a customer in the expansion of initial phase of the Carrizo Groundwater Supply Project.

### 3. **Miscellaneous**

- A. Term. The term of this MOU shall begin on the Effective Date and shall continue until March 31, 2022.
- B. Severability. If any provision of this MOU is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and this MOU shall be construed as if such invalid provision had never been contained herein, and the remaining enforceable provisions of this MOU are expressly deemed severable for this purpose.
- C. Cooperation. The Parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this MOU.
- D. Entire Agreement. This MOU contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- E. Amendments. Any amendment to this MOU must be in writing and shall be effective only if signed by the authorized representatives of each Party to this MOU.
- F. Effect of Force Majeure. If any Party is unable to perform, in whole or in part, its obligations under this MOU by reason of “force majeure,” then performance of such obligations shall be suspended to the extent and during the period directly affected by the force majeure; provided, however, all due diligence must be exercised to eliminate the force majeure and to resume full performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose performance is

suspended shall give notice and full particulars of the force majeure to the other Parties. The term “force majeure” includes: acts of God; strikes; lockouts or other industrial disturbances; criminal conduct or sabotage; acts of the public enemy; orders of the government of the United States or the State of Texas or any civil or military authority; insurrections or riots; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; epidemics; pandemics; arrests; restraints of government; civil disturbances; explosions; or any other events, whether similar to those enumerated or otherwise, (i) that are not within the reasonable control of the Party claiming the right to suspend performance, and (ii) that could not have been avoided by the exercise of due diligence.

- G. Effect of Legislative Changes. If any Party to this MOU is unable to perform, in whole or in part, its obligations under this MOU by reason of legislative or regulatory changes beyond its control, then performance shall be suspended only to the extent and during the period affected by the change.
- H. No Third-Party Beneficiaries. This MOU shall inure only to the benefit of the Parties and their successors and assigns as permitted by this MOU. No person or entity that is not a Party to this MOU shall be considered a third-party beneficiary of this MOU.
- I. Assignment. No Party may assign its rights and obligations under this MOU without first obtaining a written consent from GBRA, which consent shall not be unreasonably withheld or delayed.
- J. Applicable Law. This MOU shall be construed in accordance with Texas law.
- K. Venue. Venue for any action arising hereunder shall be in Hays County, Texas.
- M. Notices. Any notice required or contemplated by this MOU shall be deemed given (i) if mailed via Certified Mail Return Receipt Requested, on the earlier of the date actually received or five business days after mailed, and (ii) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address, when received at the delivery address. All notices shall be addressed as follows:

If to GBRA:

General Manager/CEO  
Guadalupe-Blanco River Authority  
933 East Court Street  
Seguin, Texas 78155

If to Lockhart:

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

If to Goforth:

Goforth Special Utility District  
Attention: General Manager  
8900 Niederwald Strasse  
Niederwald, Texas 78640

If to County Line:

County Line Special Utility District  
Attention: General Manager  
8870 Camino Real  
Uhland, Texas 78640

If to Maxwell:

Maxwell Special Utility District  
Attention: General Manager  
216 Main Street  
Maxwell, Texas 78656

If to Mustang Ridge:

City of Mustang Ridge  
Attention: Mayor  
12800 U.S. Hwy 183 South  
Mustang Ridge, Texas 78610

- N. Events of Default. Except as provided in this section, no Party shall be in default under this MOU until notice of the alleged failure of such Party to perform has been

given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 15 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this MOU if within the applicable cure period the Party to whom notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured within a reasonable period of time. If an event of default shall occur, then the aggrieved Parties shall be entitled to specific performance, injunctive relief, and damages to the maximum extent available under applicable law.

- O. Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each Party represents and warrants that they have the full right, power and authority to execute this MOU.
- P. Effective Date. The Effective Date of this MOU is the date upon which this MOU was executed by the last Party.
- Q. Termination. Any Party may terminate its participation in this MOU by providing the other Parties with thirty days written notice that it no longer a party under the MOU.

GUADALUPE BLANCO RIVER AUTHORITY:

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Kevin Patteson, General Manager and CEO

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Date

ATTEST:

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General Counsel

CITY OF LOCKHART:

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Lew White, Mayor  
City of Lockhart, Texas

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Date

ATTEST:

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Connie Constancio, City Secretary  
City of Lockhart, Texas

APPROVED AS TO FORM:

---

Monte Akers, City Attorney

GOFORTH SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Ronal Bell, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lesley Simpon, Secretary



COUNTY LINE SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Chris Betz, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Toni Brewer, Secretary

CITY OF MUSTANG RIDGE

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David Bunn, Mayor

---

Date

ATTEST:

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Carolyn Vallejo, City Secretary

MAXWELL SPECIAL UTILITY DISTRICT

\_\_\_\_\_  
Robert Karasch, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Liralen Canion, Secretary

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action to consider Resolution 2021-11 supporting the City of Lockhart's submission of an US Economic Development Administration (EDA) Grant application for engineering and construction of wastewater line; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Resolution

**BACKGROUND/SUMMARY/DISCUSSION:** The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The expected location for large scale growth in residential, commercial, and industrial development is on the western side of the city along SH 142 including LEDC's new 75-acre industrial park. The main wastewater line serving that area is inadequate for large sustained growth in the future and it also serves properties between our new industrial park and the wastewater treatment plant.

Currently there is 2.5 miles of an 8" wastewater line that runs along the rail line from SH 130 East to along Tank Street to the Larremore wastewater treatment plant on the creek. This EDA Project would expand the line to a 12" line the majority of the length as well as 15" in areas that would collect more effluent such as in town where there are more connections. This line would follow the same path but just make it larger to handle more capacity.

This EDA grant would allow the City to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. Under the terms of the grant, infrastructure grants must be completed within 5 years.

LEDC has applied twice before for similar grant funding in 2020 from an EDA Disaster grant. We were denied once and left pending on the second application for this project due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real economic development projects considering the site. Now that LEDC owns and is actively developing the park and have a user with others looking too, our chances of getting the funding is better. Other new projects that are in the works along the line are also further along in their development and would be able to sign off as a beneficiary. LEDC Staff believes Lockhart's chances of being funded this round in this new grant are much better than a year ago. CAPCOG and EDA also feel this way.

Like the last EDA Grant funding opportunity in 2020, this EDA grant would allow us to apply

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board and City Council authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We know the cost of materials have gone up significantly and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000 instead of \$300,000. The funds must be available and unencumbered in order to apply.

The LEDC Board unanimously passed its resolution supporting application for this EDA Grant and also approved a budget amendment to cover the 20% match of \$400,000.

**PROJECT SCHEDULE (if applicable):** The EDA Notice of Funding Opportunity is expected in late July or early August. Approvals are expected in September or October. The construction of the new sewer line would be discussed after award.

### **AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** \$400,000

**Account Number:** 800-5199-911

**Funds Available:** \$400,000 upon approval of Budget Amendment

**Account Name:** Construction/Project Improvement

**FISCAL NOTE (if applicable):** \$400,000 required for the 20% matching funds on a \$2.0 million grant.

**PREVIOUS COUNCIL ACTION:** City Council supported similar EDA grant applications for this same waste water line in 2020.

**COMMITTEE/BOARD/COMMISSION ACTION:** The LEDC Board unanimously approved LEDC Resolution 2021-04 supporting application to the grant. The LEDC Board also unanimously approved the budget amendment for the 20% match in the amount of \$400,000.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval. I move to approve Resolution 2021-11 authorizing the City Manager to sign and execute all necessary documents.

**LIST OF SUPPORTING DOCUMENTS:** Council Resolution 2021-11, LEDC Resolution 2021-04, LEDC Minutes of July 12, 2021.

RESOLUTION NO. 2021-11

RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS SUPPORTING THE CITY OF LOCKHART'S SUBMISSION OF AN EDA GRANT APPLICATION FOR ENGINEERING AND CONSTRUCTION OF WASTERWATER LINE; AUTHORIZING THE USE OF LEDC FUNDS TO BE USED FOR THE 20% MATCHING FUND REQUIREMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U.S. Economic Development Administration has allocated grant funds to assist with economic development;

WHEREAS, the City of Lockhart is submitting a grant application for approximately \$2.0 million dollars to facilitate the engineering and construction of a 2.5 mile wastewater line in the area known as Lockhart Industrial Park III located at Highway 130 and SH 142 in western Lockhart; and

WHEREAS, the scope of the project is a priority in the City's long range growth Plan and as part of the 2020 Target Industry Strategy;

WHEREAS, this project is deemed critical to the City's infrastructure plan and is critical to the long term growth and economic prosperity of the City of Lockhart; and

WHEREAS the LEDC is set to provide a twenty percent local match as part of the grant application, which is available, unencumbered, and committed to this project.

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

- Section 1. The Lockhart Economic Development Corporation supports the submission of an EDA grant; and
- Section 2. The Lockhart Economic Development Corporation authorizes the use of EDC funds to be used as the 20% matching funds for this grant; and
- Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

Approved and adopted on this, the 20<sup>th</sup> day of July, 2021.

City Council of Lockhart, Texas

\_\_\_\_\_  
Lew White, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Connie Constancio, City Secretary

\_\_\_\_\_  
Monte Akers, Board Attorney

RESOLUTION NO. 2021-04

RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION SUPPORTING THE CITY OF LOCKHART'S SUBMISSION OF AN EDA GRANT APPLICATION FOR ENGINEERING AND CONSTRUCTION OF WASTERWATER LINE; AUTHORIZING THE USE OF LEDC FUNDS TO BE USED FOR THE 20% MATCHING FUND REQUIREMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U.S. Economic Development Administration has allocated grant funds to assist with economic development;

WHEREAS, the City of Lockhart is submitting a grant application for approximately \$2.0 million dollars to facilitate the engineering and construction of a 2.5 mile wastewater line in the area known as Lockhart Industrial Park III located at Highway 130 and SH 142 in western Lockhart; and

WHEREAS, the scope of the project is a priority in the City's long range growth Plan and as part of the 2020 Target Industry Strategy;

WHEREAS, this project is deemed critical to the City's infrastructure plan and is critical to the long term growth and economic prosperity of the City of Lockhart; and

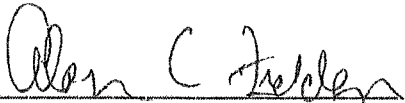
WHEREAS the LEDC is set to provide a twenty percent local match as part of the grant application, which is available, unencumbered, and committed to this project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

- Section 1. The Lockhart Economic Development Corporation supports the submission of an EDA grant; and
- Section 2. The Lockhart Economic Development Corporation authorizes the use of EDC funds to be used as the 20% matching funds for this grant; and
- Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

Approved and adopted on this, the 12<sup>th</sup> day of July, 2021.

Lockhart Economic Development Corporation



Alan Felder, Board Chairman

Approved as to form:



Monte Akers, Board Attorney

Attest:



Michael Kamerlander, Board Secretary

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyral Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyral Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5



3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000

instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer's Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer's Opinion of Probable Cost	\$513,572

PUBLIC IMPROVEMENTS

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

Lockhart Industrial Park III - Public Improvements	
Contractor	Proposal Total
Patin Construction	\$1,257,034
S Watts	\$1,302,009
Engineer’s Opinion of Probable Cost	\$945,153

Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.7 Discussion and/or action regarding an amendment to the Economic Development Performance Agreement for Visionary Fiber Technologies.

In June 2020, the LEDC Board provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16th, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)
- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
- Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action regarding Ordinance 2021-20 of the City Council of the City of Lockhart, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; re-appropriating the various amounts herein, as attached in Budget Amendment No. 55; Repealing all prior ordinances and actions in conflict herewith; and establishing for an effective date.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** This budget amendment is to approve a \$400,000 transfer from the LEDC Fund balance for the required 20% match for the EDA Grant. In order to apply for the EDA Grant, the 20% must be immediately available and unencumbered.

**PROJECT SCHEDULE (if applicable):** This amendment is needed to apply for the EDA Grant.

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:**

**Account Number:**

**Funds Available:**

**Account Name:**

**FISCAL NOTE (if applicable):**

**PREVIOUS COUNCIL ACTION:** Council approved a similar budget amendment last year for an EDA grant.

**COMMITTEE/BOARD/COMMISSION ACTION:** LEDC Board of Directors unanimously approved the budget amendment during its regular board meeting on July 12, 2021.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval of Budget Amendment. Motion to approve budget amendment 55 for a \$400,000 transfer from the LEDC Fund balance for the required 20% match for the EDA Grant.

**LIST OF SUPPORTING DOCUMENTS:** LEDC Minutes of July 12, 2021, Form - Budget Amendment 55, Council Ordinance 2021-20.

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyrall Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyrall Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000



instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer’s Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer’s Opinion of Probable Cost	\$513,572

**PUBLIC IMPROVEMENTS**

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

Lockhart Industrial Park III - Public Improvements	
Contractor	Proposal Total
Patin Construction	\$1,257,034
S Watts	\$1,302,009
Engineer’s Opinion of Probable Cost	\$945,153

Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

**3.7 Discussion and/or action regarding an amendment to the Economic Development Performance Agreement for Visionary Fiber Technologies.**

In June 2020, the LEDC Board provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16th, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)
- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
- Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC



**ORDINANCE 2021-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 55; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Economic Development Director of the City of Lockhart, Texas has submitted to the Mayor and City Council proposed amendment to the Economic Development Corporation budget of expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

**WHEREAS**, the Economic Development Director has requested a budget amendment to the Economic Development Fund; and

**WHEREAS**, the Mayor and Council concur with the recommendation for the Economic Development Director and staff that the budget amendment is to be processed to reflect the proper expense account within the Economic Development Fund; and

**NOW, THEREFORE**, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2021-20 is hereby adopted amending the Economic Development Fund Budget for Fiscal Year 2020-2021 as the same are contained in Budget Amendments 55, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**Attest:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action regarding an amendment to an Economic Development Performance Agreement with Visionary Fiber Technologies.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Agreement

**BACKGROUND/SUMMARY/DISCUSSION:** In June 2020, the LEDC Board and City Council provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16<sup>th</sup>, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16<sup>th</sup> leaving \$200,000 in principal left to pay.

The board met on Monday, July 12, 2021 during its regular meeting and passed the following repayment schedule and terms:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

The interest rate will increase to 4.25% for these payments and should VFT fail to pay the principal for each deadline, a default interest rate of 10% will be assessed for the unpaid balance until it is paid.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** City Council passed this loan for VFT in June 2020.

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

**COMMITTEE/BOARD/COMMISSION ACTION:** The LEDC Board of Directors unanimously passed the terms and schedule presented during its regular board meeting on July 12, 2021.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends approval.

Motion to amend the Economic Development Performance Agreement extending the loan repayment deadline for Visionary Fiber Technologies with repayment terms outlined in the amendment presented.

**LIST OF SUPPORTING DOCUMENTS:** LEDC Minutes 7.12.21, Second amended VFT EDPA.

DRAFT MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JULY 12, 2021  
6:00 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>RD</sup> FLOOR  
LOCKHART, TEXAS

Board Members Present: Alan Fielder, Chairman; Sally Daniel; Alfredo Muñoz; Dyrall Thomas, Doug Foster

Board Members Absent: Umesh Patel, Frank Estrada

Staff Present: Mike Kamerlander, Director of Economic Development; Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

**1. CALL TO ORDER**

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

**2. PUBLIC COMMENTS**

No public comments

**3. DISCUSSION AND/OR ACTION**

3.1 Discussion and/or action regarding minutes from the June 14, 2021 meeting.

No Discussion.

Motion to approve the minutes from the June 14, 2021 meeting.

Motion: Alfredo Muñoz

Second: Dyrall Thomas

Vote: 5 of 5

3.2 Discussion and/or action regarding sales tax and financial statements for June 2021.

Ms. Larison went over the financials with the board reporting June's remittance was lower than recent months but still above this month in 2020. Sales tax collections are generally lower in summer due to travel which has picked up in 2021 in comparison to 2020. The LEDC currently has received \$882,000 in revenue and \$1,900,000 in expenditures YTD which includes the industrial park. Ms. Larison also included a separate sheet for the industrial park development which tracks the revenues and expenses for that project only. This will be reported going forward.

Motion to approve the June 2021 sales tax and financial statements as presented.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5



3.3 Discussion and/or action regarding rescinding the Performance Agreement related to NewCycle Coffee Roasters, LLC for Project Perk Up.

The LEDC Board passed this economic development performance agreement (EDPA) with New Cycle Coffee Roasters in April 2021. The EDPA authorized sale of the 2.468-acre tract owned by LEDC in Industrial Park II at \$1.50/SF. There has been no movement from the company since then despite several attempts by LEDC staff.

Since April, LEDC staff has received great interest from several developers interested in this site and are ready to move quickly.

It is the opinion of staff that Project Perk Up will not execute this EDPA or close on the land. Given what developers want to build in the land, if Perk Up still wants to move to Lockhart, they could lease what is possible on the 2.468-acres rather than own.

Rescinding the offer is needed to move forward with other possible investment and development on this site.

Motion to to rescind the Economic development performance agreement offer in April 2021 to New Cycle Coffee Roaster, LLC.

Motion: Alfredo Muñoz

Second: Doug Foster

Vote: 5 of 5

3.4 Discussion and/or action regarding a budget amendment for the FY 2020-2021 budget for the 20% match for the EDA Grant totaling \$400,000 from the LEDC Fund balance.

The EDA is about to issue grant in the territory that includes Texas and 4 of our neighboring states that is a normal EDA grant. Like any EDA grant it is about economic growth and job creation.

The best location for large scale growth in residential, commercial, and industrial development is LEDC's new 75-acre industrial park. The main wastewater line serving that is inadequate for large growth in the future and would serve properties between our new industrial park and the wastewater treatment plant.

LEDC has applied twice before for similar grant funding for this project but have not won due to lack of funding or inadequate "beneficiaries". Those denials or funding losses were mainly because we lacked ownership of the park and real projects considering the site. Now we own it and have a user with others looking too, our chances of getting the funding is better.

Like the last funding opportunity, this EDA grant would allow us to apply and potentially receive enough funds to design and build the project to accommodate the expected future growth with a 20% match. The LEDC Board authorized \$300,000 last fiscal year for this project based on approximately a \$1.5 million grant. We believe the cost has gone up for materials and are adjusting the grant request up to \$2.0 million. That means the 20% match is now \$400,000.

This budget amendment will allocate \$400,000 from LEDC's fund balance towards the project. Unencumbered and available funds are required to even apply for this grant. If we do not receive the grant, the \$400,000 will not be expended. If the City does receive the grant, then the wastewater line can be expanded for up to \$400,000

instead of \$2,000,000 and our industrial park and beyond is set up well for future growth opportunities.

If approved and expended, the fund balance for LEDC would be \$1,566,197.

Motion to approve the transfer of \$400,000 from the LEDC Fund balance for the required 20% match for the EDA Disaster Grant.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

3.5 Discussion and/or action regarding Resolution 2021-04 for an Economic Development Administration Grant for a wastewater line infrastructure improvement project.

Resolution 2021-04 authorizes staff to move forward with the EDA Application.

Motion to approve LEDC Resolution 2021-04 authorizing the LEDC President to sign and execute all necessary documents.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

3.6 Discussion and/or action regarding awarding a contract for infrastructure construction for Lockhart Industrial Park III.

Doucet & Associates, Inc. (D&A) has reviewed three construction bids received by Lockhart EDC on July 9, 2021 for two projects associated with Lockhart Industrial Park III: Water Main Extension and Section One Public Infrastructure Improvements. Doucet and Associates have cross-checked submitted bid tabulation calculations with quantity multiplication and price total sums, and only found very minor rounding discrepancies. They did not note anything of significance with submitted prices.

The below table summarizes bids received for the Water Main Extension. The apparent low bid is from Nighthawk Construction. The Engineer's Opinion of Probably Cost (EOPC) was based largely on May 2021 bids at nearby Gonzalez, Texas for similar work. The main discrepancy appears to be in cost of water pipe. Another item of note on the other bidders is the high bid cost of butterfly valves compared to gate valves. Typically gate valves are preferred and more expensive than butterfly valves, yet the other two bids had this reversed, accounting for an additional \$50,000. It is unknown if this is a supplier issue or just a bid being loaded on certain items.

Construction costs have been rising precipitously during the Covid epidemic and were further exacerbated by the February 2021 cold weather event in Texas. At least one major plastics and piping supplier in the state is still offline from after-effects of that event. Surging demand along with diminishing supply has driven costs even higher. There may be an additional element of suppliers and contractors hedging against cost inflation between bidding and material procurement.

Lockhart Industrial Park III - Water Main Extension	
Contractor	Proposal Total
Nighthawk Construction	\$696,151
Patin Construction	\$884,083
S Watts	\$1,068,016
Engineer's Opinion of Probable Cost	\$513,572

**PUBLIC IMPROVEMENTS**

The below table summarizes bids received for the Public Improvements Project. The apparent low bid is from Patin Construction. Differences from The Engineer’s Opinion of Probably Cost (EOPC) are attributed similarly to above discussion on the current construction environment.

Lockhart Industrial Park III - Public Improvements	
Contractor	Proposal Total
Patin Construction	\$1,257,034
S Watts	\$1,302,009
Engineer’s Opinion of Probable Cost	\$945,153

Motion to award contracts to Nighthawk Construction for the Water Main Extension and to Patin Construction for the Public Improvements for Lockhart Industrial Park III.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

**3.7 Discussion and/or action regarding an amendment to the Economic Development Performance Agreement for Visionary Fiber Technologies.**

In June 2020, the LEDC Board provided a one-time loan to Visionary Fiber Technologies in the amount of \$250,000. It was to be paid by June 16th, 2021 in full with 3.25% interest.

The loan was not paid in full in the time provided and LEDC and City staff have been working with VFT for a solution for repayment. VFT did pay \$50,000 plus the interest due on June 16th leaving \$200,000 in principal left to pay.

The board discussed options and ultimately decided to raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

Should VFT miss a payment the remaining balance due on that date would then be subject to the default rate of 10% per annum.

Motion to amend the economic development performance agreement with VFT, raise the interest rate from 3.25% per annum to 4.25% with the principal balance to be repaid on the following repayment schedule:

- \$50,000 principal plus interest to be paid on or before July 31, 2021
- \$50,000 principal plus interest to be paid on or before August 30, 2021
- \$100,000 principal plus interest to be paid on or before September 30, 2021

And creating a default interest rate of 10% should VFT fail to meet the scheduled payments and amounts.

Motion: Doug Foster                      Second: Alfredo Muñoz                      Vote 5 of 5

4. Executive Session (Entered at 6:41 PM; Ended at 7:20 PM)
- 4.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:
- Project Specs
  - Hall Pass
  - Harrison
  - Dynamo

5. Take action, if any, regarding subjects discussed in Executive Session

Motion to instruct LEDC staff to move forward with negotiations for Projects Specs, Hall Pass, and Harrison as discussed in Executive Session.

Motion: Alfredo Muñoz                      Second: Dyral Thomas                      Vote 5 of 5

Motion to authorize the LEDC President to extend an offer of incentives to Project Dynamo as discussed in Executive Session

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote 5 of 5

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for June 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz                      Second: Sally Daniel                      Vote: 5 of 5

LEDC Board of Directors Adjourned at 7:29. PM.

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alan Fielder, Chairman LEDC

\_\_\_\_\_  
Michael Kamerlander, Secretary LEDC

**SECOND AMENDED**  
**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This Second Amended Economic Development Performance Agreement ("2d Amendment") is made and entered into by and between the LOCKHART ECONOMIC DEVELOPMENT CORPORATION ("LEDC"), a Type B Economic Development Corporation. and VISIONARY FIBER TECHNOLOGIES, INC. ("VFT"), a Delaware Corporation.

**RECITALS**

**WHEREAS**, LEDC and VFT entered into an "Economic Development Performance Agreement" dated August 6, 2018, ("the EDPA") wherein VFT was referred to as "Project Oklahoma," and

**WHEREAS**, LEDC and VFT entered into the "First Amended Economic Performance Agreement" ("1<sup>st</sup> Amendment") dated effective June 17, 2020, that provided for a short-term loan of \$250,000.00 from LEDC to VFT with provisions for its repayment, plus interest, to LEDC, which was to be due 364 days from the date of the 1<sup>st</sup> Amendment; and

**WHEREAS**, VFT has repaid \$50,000.00 of said loan to LEDC, plus interest, leaving a balance due of \$200,000.00, plus interest; and

**WHEREAS**, LEDC and VFT desire to amend the EDPA, as amended, in order to establish a payment schedule for the remaining balance of said loan and interest due, and to include a default interest rate for missed or late payments;

**NOW THEREFORE**, in consideration of the foregoing and the covenants, agreements, representations, and warranties contained in the EDPA and as hereinafter set forth, the receipt and sufficiency for which are hereby acknowledged, LEDC and VFT agree as follows:

**AGREEMENTS**

Section 2 of the 1<sup>st</sup> Amendment, titled "Terms of Loan," is hereby amended and replaced in its entirety with the following:

VFT shall repay the remaining balance of the short-term loan provided for in the 1<sup>st</sup> Amendment, being \$200,000.00 plus interest, as follows:

- a. Interest on the balance of the loan shall accrue at the rate of 4.25% per annum.
- b. VFT shall repay the balance of said loan according to the following schedule:
  1. \$50,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before July 31, 2021
  2. \$50,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before August 30, 2021
  3. \$100,000 principal plus interest of 4.25% per annum to be paid to LEDC on or before September 30, 2021
- c. VFT may prepay the loan in full or in part prior to maturity without penalty.
- d. VFT promises to pay to the order of LEDC at its offices in Lockhart, Texas.
- e. If VFT defaults in the payment of the loan and the default continues after LEDC gives VFT notice of the default and the time within which it must be paid, LEDC may declare the unpaid principal balance and earned interest on the Loan immediately due and may pursue all available remedies at law for recovery of the unpaid principal and interest. VFT

waives all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

f. Past due principal and/or interest and/or all other past-due incurred charges shall bear interest after maturity at the rate of ten percent (10%) per annum.

g. Payment to LEDC may be made by check, draft, Money Order, or other instrument given in payment of all or any portion hereof may but the same shall not constitute payment hereunder or diminish any rights of LED except to the extent that actual cash proceeds of such instruments are unconditionally received by LEDC and applied to this indebtedness.

h. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorneys' fees and court costs in addition to other amounts due.

i. This Note shall be governed, construed, and interpreted by, through and under the Laws of the State of Texas. Venue shall lie in Caldwell County Texas.

Section 3. EDPA Remains in Effect

Except as amended herein, the EDPA and the 1<sup>st</sup> Amendment shall remain in full force and effect.

Section 4. Severability

In the event that any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable,

**IN WITNESS WHEREOF**, the parties hereto have executed this 2d Amendment, effective from the 16<sup>th</sup> day of June 2021.

**Lockhart Economic  
Development Corporation**

**Visionary Fiber Technologies, Inc.**

\_\_\_\_\_  
Steven Lewis, President

\_\_\_\_\_  
John Kinzer, President/CEO

**Attest:**

\_\_\_\_\_  
Michael Kamerlander, Economic Development Director

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Presentation and discussion regarding the status of the Lockhart COVID-19 Economic Recovery Fund.

**ORIGINATING DEPARTMENT AND CONTACT:** Economic Development - Michael Kamerlander

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** On April 7, 2020, the Lockhart City Council passed ordinance 2020-08 which dissolved the Economic Development Loan Commission and the Revolving Loan Fund and reallocated the \$235,000 for a new purpose, the COVID-19 Economic Recovery Fund. The fund provides 0% interest rate loans for three years of either \$5,000 or \$7,500 for non-essential businesses only. Businesses, like restaurants, that provided a reduced level of service are eligible for the \$7,500 loan while businesses that were forced to close are eligible for the \$5,000 loan. The City Council also allocated \$25,000 from the \$235,000 to continue the Lockhart Chamber's program of providing \$2,500 grants to companies in May 2020.

The City's \$25,000 allocated towards continuation of the Chamber grant program in May 2020 was expended immediately as more than 10 applicants were ready for funding. As soon as the City Council made the resources available, City Staff reviewed and executed the grants to 10 businesses in Lockhart. City grants did not go to companies that had already received loans from the City and only went to businesses that had brick and mortar presence within Lockhart.

City Council allocated another \$25,000 towards COVID-19 relief grants from the remaining balance of the COVID-19 Economic Relief Fund in August 2020. Like the grant program in May, the City funded 6 additional grants of \$2,500 each to businesses in Lockhart as they continue to deal with the effects of the pandemic. Businesses who have received a COVID Loan or Grant from the city prior to the August grant round opening were not eligible.

Council then provided an additional \$25,000 toward grants in January 2021 which has resulted in 7 additional grants since then.

Today, the COVID-19 Economic Relief Fund has \$65,412.86 available. The City has provided 29 grants of \$2,500 each totaling \$72,500 and 18 loans totaling \$110,000. Staff did not fund businesses that were not categorized as restaurant or bar as preference was given to those businesses. There are 7 businesses who applied but fall into that category which, if funded, would be another \$17,500 in grants resulting in a fund balance of \$47,912.86.

**PROJECT SCHEDULE (if applicable):** N/A

# ***City of Lockhart, Texas***

## **Council Agenda Item Cover Sheet**

### **AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None

**PREVIOUS COUNCIL ACTION:** Council established the fund in April 2020, provided grants in May and August 2020 and reauthorized grants in January 2021.

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None. Discretion of City Council.

**LIST OF SUPPORTING DOCUMENTS:**



# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discuss and review Fiscal Year 2021-2022 City Manager's proposed budget.

**ORIGINATING DEPARTMENT AND CONTACT:** Finance - Pam Larison

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** This agenda item allows for Council to review and discuss any budget allocations or deletions from the City Manager's Fiscal Year 2020-2021 Proposed Budget.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:**

**Account Number:**

**Funds Available:**

**Account Name:**

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None.

**LIST OF SUPPORTING DOCUMENTS:**

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action to consider Ordinance No. 2021-22 to add a new Article IV, "Donation Boxes" to Chapter 26 of the Code of Ordinances, providing for registration, appeals, and a penalty.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis, Monte Akers

**ACTION REQUESTED:** Ordinance

**BACKGROUND/SUMMARY/DISCUSSION:** Organizations have placed donation boxes in the City to receive clothing, household items, and similar goods for charitable purposes that potentially become unsightly due to over-filling, lack of maintenance, rummaging, items placed outside the boxes, broken glass, and other concerns. The Ordinance will require all such organizations and persons to register each box with the City, imposes construction and placement standards for such boxes, and details the procedure and requirements for registration and the appeal of denial of registrations.

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** N/A

**PREVIOUS COUNCIL ACTION:** None.

**COMMITTEE/BOARD/COMMISSION ACTION:** None. Appeals will go to the Construction Board of Appeals.

**STAFF RECOMMENDATION/REQUESTED MOTION:** Approval.

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2021-22.

**ORDINANCE NO. 2021-22**

**AN ORDINANCE OF THE CITY OF LOCKHART AMENDING CHAPTER 26 “HEALTH AND SANITATION” BY ADDING ARTICLE IV “DONATION BOXES” TO CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF LOCKHART, TEXAS; PROVIDING FOR REGISTRATION, APPEALS, A PENALTY CLAUSE, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION**

**WHEREAS**, the placement of donation boxes to receive clothing and household items is creating health, safety, and welfare issues in the City of Lockhart; and

**WHEREAS**, the failure of owners of such donation boxes to properly empty and to clean in and around the donation boxes creates an unsightly and littered appearance near said containers; and

**WHEREAS**, the placement of discarded clothes and other household items outside of the donation boxes leads to rummaging of items; and

**WHEREAS**, the documented trash and debris present around unkempt donation boxes invites illegal dumping under the guise of charitable solicitation and recycling; and

**WHEREAS**, the absence of identifying information makes it difficult or impossible for the City, property owners, or local citizens to contact donation box operators about items placed outside of the box, broken glass, or other concerns; and

**WHEREAS**, City Council finds that regulating the placement, proximity and use of donation boxes is necessary for the health, safety, and welfare of the general public; the promotion of consistent land use development; and the protection of landowners and residents of the City of Lockhart;

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

**SECTION 1.** Chapter 26, “Health and Sanitation”, of the Code of Ordinances of the City of Lockhart, Texas, is hereby amended by adding Article IV “Donation Boxes” which shall read as follows:

**ARTICLE IV DONATION BOXES**

**Section 26-190 - Purpose and Applicability**

- (a) The purpose of this Article is to further the City’s interest by protecting the public health, safety, welfare, and comfort of Lockhart residents by preserving the cleanliness and orderliness of the City. It is the intent of the City that this aim be furthered by requiring the registration of donation boxes on public or private property within the City limits of the City of Lockhart. This Article further serves to protect the aesthetic well-being of the community and promote the tidy and ordered appearance of developed property. The provisions included herein are intended to provide efficient legal remedies for unregistered or poorly maintained donation boxes that threaten public health, public safety, and the orderly development of the City. These provisions are cumulative of all City ordinances.

- (b) The requirements of this Article shall apply to all donation boxes regardless of whether said boxes were placed prior to the effective date of these regulations. No previously placed donation boxes shall be granted any inherent legal or “grandfathered” status under the Lockhart Code of Ordinances, as amended. Boxes that are not registered within 45 days of the passage of this Article must be removed.

**Section 26-191 - Definitions**

**“Director”** means the director of the department designated by the City Manager to enforce and administer this Chapter, including the Director’s designees.

**“Donation box”** means any box, container, building, or other receptacle that is intended for use as a collection point for donated clothing or other household materials.

**“Landscaped Area”** means the medians, islands, or area within a defined boundary containing trees, shrubbery, or other landscaping.

**“Operator”** means the Registrant or any other person who places, manages, empties, or is otherwise responsible for the operation or placement of a donation box. A person whose logo or contact information is written on the donation box is presumed to be an operator of that donation box.

**“Person”** includes an individual, sole proprietorship, corporation, association, charitable corporation, partnership, joint venture, a limited liability company, estate, trust, public or private organization, or any other legal entity.

**“Property Owner”** means the person holding legal title to the real property, the property manager, or other person who has been delegated the responsibility to manage, maintain, or control the real property by the person holding legal title to the property.

**“Recycling Bin”** means a container used to hold recyclables before they are taken to recycling centers. Recycling bins are not considered donation boxes for the purposes of this Article

**“Registrant” means the person who obtains a valid registration of a donation box.**

**Section 26-192 - Registration Required**

- (a) It is an offense for any person to place, maintain, or allow to be placed or maintained, a donation box at any location within the City of Lockhart, without having first registered said donation box with the City.
- (b) It is an offense for any person to place, maintain, or allow to be placed or maintained, a donation box at any location within the City of Lockhart, without it having been registered with the City.

**Section 26-193 - Registration Application, Issuance, Denial, and Revocation**

- (a) A donation box registration application shall be submitted on the form prescribed by the Director and, at a minimum, shall include:
  - 1. the Applicant's name, date of birth, mailing address, and email address;
  - 2. a copy of the Applicant's current government issued identification card or driver's license;
  - 3. the name of the company, if any, responsible for the operation of the box;
  - 4. contact information which can be used to contact the operator twenty-four hours a day, seven days a week if the premises surrounding the donation box are unkempt or another issue related to the donation box needs immediate attention;
  - 5. an address where official notices can be sent;
  - 6. the size and construction material of the donation box;
  - 7. a diagram of the property on which the donation box will be placed depicting the precise location where the box will be placed; and
  - 8. a signed affidavit from the property owner which authorizes placement of the donation box on the property, states the property owner has been provided a method to contact the applicant's representative twenty-four hours a day/seven days a week, and affirms the property owner is authorized to grant authorization for the placement of the box. Proof the person signing the affidavit is the property owner may be required.
  
- (b) The Director shall issue a registration to the applicant within three (3) business days of receipt of a properly completed donation box registration application unless issuance of the registration is prohibited by this section.
  
- (c) Individuals submitting incomplete applications shall be notified, in writing, that the application is incomplete and cannot be considered.
  
- (d) Donation box registrations are issued to a particular person for a particular location and cannot be transferred. All donation box registrations shall be valid for a period of not to exceed two years but all registrations shall expire and be subject to renewal on December 31 of the odd-numbered year following initial registration.
  
- (e) The Director is prohibited from issuing a registration and shall deny the application if one or more of the following conditions exist:
  - 1. the application contains a false or misleading statement;
  - 2. the proposed donation box does not comply with the construction provisions of Section 26-195.
  - 3. the proposed location of the donation box would be in violation of or is not allowed by Section 26-196.
  - 4. the applicant or company operating the donation box has been convicted on two (2) or more occasions, in the preceding twelve months of placing or maintaining a donation box in violation of Section 26-195 or 26-196; or
  - 5. the applicant has had a donation box registration revoked or denied within the last six months and, in the case of a denial, the denial was not based upon the proposed construction or proposed placement being in violation of 26-195 or 26-196
  
- (f) A donation box registration may be revoked if:
  - 1. Registration of the donation box was issued in violation of this section;
  - 2. the donation box's construction does not comply with Section 26-195;

3. the actual location of the donation box violates or is not allowed by Section 26-196;
4. the donation box is located at a place other than the location for which it was registered; or
5. the donation box is being operated by a person other than the person to whom the registration was issued.

### **Section 26-194 - Denial, Revocation, and Appeal Process**

- (a) To deny or revoke registration of a donation box, the Director shall send a written notice of denial or revocation to the Applicant or Registrant to the postal mail address provided in the application or updated in accordance with this Article. A courtesy notice may also be set via email. The notice shall include the reason for the denial or revocation and information on the how the decision can be appealed, including the deadline to appeal provided by this Section. Notices sent via postal mail, shall be sent certified mail, return receipt requested. If postal mail notice is sent in compliance with this Section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered. A revocation is effective, and the donation box shall be removed within fifteen (15) days of the notice being sent unless the determination of the Director is appealed in accordance with this Section.
- (b) The Applicant or Registrant may appeal the Director's decision to revoke or not issue a donation box registration by filing a request for appeal with the Director in person or by postal mail no later than ten (10) business days after the date the notice is sent via postal mail. The request for appeal shall include the decision being appealed and the grounds for the appeal. Appeals submitted by postal mail shall be considered submitted as of the date of the postmark.
- (c) Upon receipt of a written request for appeal, the Director shall schedule the appeal hearing for the next regularly scheduled meeting of the Construction Board of Appeals. The next regularly scheduled meeting of the Board is the next meeting scheduled to occur which has not yet been posted in accordance with the Open Meetings Act.
- (d) The Construction Board of Appeals members shall have the authority to question any witness who testifies at the hearing. At the conclusion of the hearing, the Chairperson of the hearing shall sign an order upholding or overturning the Director's determination. The order shall include relevant findings. If the order upholds the Director's determination, the box shall be removed within seventy-two (72) hours of the order being signed.
- (e) During the pendency of an appeal of a revocation of a donation box registration the Registrant may continue to operate the donation box at issue in the appeal. If, at the time the denied application which is the subject of the appeal was submitted, the donation box at issue was being operated with a valid registration, then the registrant may continue to operate the donation box at the location approved by that registration during the pendency of the appeal.
- (f) At any time prior to the presentation of the appeal to the Construction Board of Appeals, the Director may withdraw the revocation or denial and cancel the appeal hearing. If a denial is withdrawn, the Director shall issue a registration. In the event the application was a renewal application and the Applicant was operating during the pendency

of the appeal, the registration shall be effective retroactively to the date after the preceding registration expired.

- (g) At any time prior to the presentation of the appeal to the Construction Board of Appeals, the Applicant may withdraw the application or appeal. If the application or appeal is withdrawn, the appeal hearing shall be cancelled.

**Section 26-195 - Donation Box Construction**

- (a) The donation box shall not exceed a capacity of 90 cubic feet.
- (b) The donation box shall be constructed of material, such as metal, which protects against deterioration due to weather and is not easily displaced by wind.
- (c) Donation boxes shall be safely designed in a manner that prevents tipping over and prevents children from entering inside the box.
- (d) A person commits an offense if the person places or maintains a donation box which does not comply with this section.

**Section 26-196 - Donation Box Placement**

- (a) A person commits an offense if the person places or maintains a donation box on real property located within the City of Lockhart without written permission from the property owner. For purposes of this provision, it is presumed the donation box was placed or maintained by the operator at the location where the donation box is found.
- (b) A person commits an offense if the person places or maintains a donation box within a required setback, a landscaping setback, a landscaped area, the 100-year flood plain, a floodway, a drainage easement, a utility easement, a driveway, an unimproved surface; a fire lane, or within a public right of way. For purposes of this provision, there is a presumption the donation box was placed or maintained at the location by the operator and property owner.
- (c) A person commits an offense if the person places or maintains a donation box on an unpaved surface.
- (d) Parking spaces containing donation boxes shall not be considered parking spaces for the purposes of determining compliance with parking space standards provided by the City of Lockhart Unified Development Code or Code of Ordinances.
- (e) A person commits an offense if the person places or maintains more than one donation box at a single location for which registration has been issued.

**Section 26-197 - Impoundment**

- (a) A donation box located within the City of Lockhart is subject to impoundment by the City of Lockhart if a valid registration has not been issued for the donation box to be placed at the location where it is found.

- (b) Notice of the impoundment, including the date, time location, and reason for the impoundment, shall be provided to the operator via certified mail, return receipt requested or via email with delivery confirmation if the operator can be identified by the decal or writings on the exterior of the donation box. If the operator of the donation box cannot be determined, notice of the impoundment including a description of the donation box shall be placed on the City website and notice board located at Lockhart City Hall.
- (c) A donation box that is not retrieved within ten (10) business days of the date the notice of impoundment is sent or posted in accordance with this section shall be deemed abandoned and may be sold, destroyed, or otherwise disposed of at the discretion of the City and in accordance with applicable law.
- (d) Any donation box impounded by the City shall be released to the owner only after payment has been made of all applicable impoundment and storage fees.
- (e) Impoundment of the donation box does not prohibit other enforcement action from being taken.

**Section 26-198 - Registrant Responsibility**

- (a) If the contact information where the Registrant can be reached twenty-four hours a day, seven days a week changes, the Registrant shall provide updated contact information to the Director and the property owner of the property where the box is located within twenty-four (24) hours.
- (b) If the official notice information for the Registrant changes, the Registrant shall provide updated notice information to the Director within twenty-four (24) hours.

**Section 26-199 Property Owner Responsibility**

It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the City of Lockhart, to authorize or allow any donation box to be placed on or remain on such real property without a valid registration. It is an affirmative defense to prosecution under this provision that the person did not authorize the box to be placed on the property and requested it be removed within twenty-four (24) hours of becoming aware of the box's placement.

**Section 26-200 Responsibility to Keep Clean**

- (a) A Registrant shall be responsible for collecting the contents of the donation box regularly to prevent overflow and littering. Registrants and property owners shall jointly keep the real property situated within 25 feet of the location of a donation box clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories, outside storage, or excess donations. Failure to comply with this section is an offense. It is specifically provided that a contractual agreement between the Registrant and property owner does not relieve either party of the duty imposed by this section.
- (b) This section does not prohibit the condition on the premises from being declared a nuisance and abated in accordance with the Lockhart Code of Ordinances or other applicable law.



**Sections 26-201 through 26-225 Reserved**

**SECTION 2.** A violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Lockhart, Texas.

**SECTION 3.** Chapter 26, "Health and Sanitation," of the Code of Ordinances of the City of Lockhart, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 4.** The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

**SECTION 5.** All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

**SECTION 6.** This Ordinance shall be and become effective immediately upon and after its passage and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS,  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

\_\_\_\_\_  
Monte Akers, City Attorney

# City of Lockhart, Texas

## Council Agenda Item Cover Sheet

**COUNCIL MEETING DATE:** July 20, 2021

**AGENDA ITEM CAPTION:** Discussion and/or action to consider addressing matters related to COVID-19, if necessary.

**ORIGINATING DEPARTMENT AND CONTACT:** Administration - Steven Lewis, Monte Akers

**ACTION REQUESTED:** Other

**BACKGROUND/SUMMARY/DISCUSSION:** On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

### Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

This item is returned to Council for consideration, if necessary.

# **City of Lockhart, Texas**

## **Council Agenda Item Cover Sheet**

**PROJECT SCHEDULE (if applicable):** N/A

**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**FISCAL NOTE (if applicable):** None.

**PREVIOUS COUNCIL ACTION:** N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** N/A

**STAFF RECOMMENDATION/REQUESTED MOTION:** None.

**LIST OF SUPPORTING DOCUMENTS:** Update of COVID-19 orders and Council actions and, GA 36.

## **HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS**

On September 1, 2020, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On October 7, 2020, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On March 2, 2021, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On May 13, 2021, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On June 15, 2021, the consensus of the Council was to continue virtual attendance at meetings.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
May 18, 2021

EXECUTIVE ORDER  
GA 36

*Relating to the prohibition of governmental entities and officials from mandating face coverings or restricting activities in response to the COVID-19 disaster.*

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WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, I issued Executive Order GA-34 on March 2, 2021, to open Texas 100 percent and remove face-covering requirements; and

WHEREAS, since then, COVID-19 hospitalizations and the rate of new COVID-19 cases have continued their steady decline; and

WHEREAS, Executive Order GA-34 specifically provides that "no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering," and, notwithstanding that order, some local governmental entities have caused confusion by nonetheless purporting to require face coverings; and

WHEREAS, Executive Order GA-34 also provides that "there are no COVID-19-related operating limits for any business or other establishment," that any "conflicting order issued by local officials in response to the COVID-19 disaster" is superseded, and that all relevant statutes are suspended to the extent necessary to preclude inconsistent local orders; and

WHEREAS, to further ensure statewide uniformity, and based on the continued improvement of conditions in Texas, revised standards are appropriate to achieve the least restrictive means of combatting COVID-19; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

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SECRETARY OF STATE  
12:15 PM O'CLOCK

MAY 18 2021

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, the legislature authorized as “an offense,” punishable by a fine up to \$1,000, any “failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
  - a. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
  - b. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
2. Notwithstanding the above, public schools may continue to follow policies regarding the wearing of face coverings to the extent reflected in current guidance by the Texas Education Agency, until June 4, 2021. The Texas Education Agency shall revise its guidance such that, effective 11:59 p.m. on June 4, 2021, no student, teacher, parent, or other staff member or visitor may be required to wear a face covering.
3. This executive order shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in paragraph numbers 1-2. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
  - a. Sections 418.1015(b) and 418.108 of the Texas Government Code;
  - b. Chapter 81, Subchapter E of the Texas Health and Safety Code;
  - c. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
  - d. Chapter 54 of the Texas Local Government Code; and
  - e. any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature’s command in Section 418.173 of the Texas Government Code and the State’s emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a “failure to comply with” this executive order that is subject to a fine up to \$1,000, beginning at 11:59 p.m. on May 21, 2021.

4. Under Executive Order GA-34, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials, in all counties not in an area of high hospitalizations as defined in that executive order. Executive Order GA-34 also superseded any conflicting local order in response to the COVID-19 disaster, and directed that all relevant laws

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SECRETARY OF STATE  
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MAY 18 2021

are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000, beginning at 11:59 p.m. on May 21, 2021.

This executive order supersedes subparagraph numbers 1(b) and 2(c)(iii) of Executive Order GA-34, but does not otherwise supersede Executive Orders GA-10, GA-13, GA-34, or GA-35. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 18th  
day of May, 2021.

Handwritten signature of Greg Abbott in cursive script.

GREG ABBOTT  
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in cursive script.

RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
12:15 PM O'CLOCK

MAY 18 2021

**LIST OF BOARD/COMMISSION VACANCIES**

*Updated: 03/17/2021*

<b>Board Name</b>	<b>Reappointments/Vacancies</b>	<b>Council member</b>
Board of Adjustment	One Alternate position	Any Councilmember

**APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION**

<b>APPLICANT</b>	<b>BOARD REQUESTED</b>	<b>DATE RECEIVED</b>	<b>RESIDENCE DISTRICT</b>
Dennis McCown	LHPC	August 10, 2020	District 2
Anna Lowe	1 <sup>st</sup> pick - Planning & Zoning 2 <sup>nd</sup> pick – LHPC	August 13, 2020	Caldwell County Resident
Kristopher Krueger	LHPC Library Parks	December 21, 2020	District 3
Elizabeth Pickett	To be determined	December 21, 2020	District 3



<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><b>NOTES:</b> AIRPORT ADVISORY BOARD</p>	<p><b>Sec. 4-26. Membership; appointments.</b> 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><b>Sec. 4-28. Eligibility for board membership.</b> 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><b>Sec. 4-32. Limitations of authority.</b> 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><b>NOTES:</b> 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><b>NOTES:</b> ELECTRIC BOARD APPOINTMENTS</p>	<p><b>Sec. 12-132. Members.</b> (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><b>Sec. 12-133. Officers and quorum.</b> 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><b>NOTES:</b> HISTORIC PRESERVATION COMMISSION</p>	<p><b>Sec. 28-3. Historical preservation commission.</b> (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><b>NOTES:</b> PARKS ADVISORY BOARD</p>	<p><b>Sec. 40-133. Members.</b> (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>

<p><b>NOTES:</b> Lockhart Economic Dev Corp</p>	<p><b>LEDC Bylaws – Article II. Board of Directors</b>  <b>Section 1. Powers, Number and Term of Office</b>                  a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (The “Board”) under the guidance and direction of the Lockhart City Council and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws the Board shall exercise all of the powers of the Corporation.                  b. The Board shall consist of seven directors, each of whom shall be appointed by the City Council of the City. Each director shall occupy a place (individually the “Place” and collectively, the “Places”) as designated herein. Places 1-4 are designated for Councilmember Directors from Councilmember Districts 1 through 4 respectively. In the event that a particular Councilmember from said District is unable or unwilling to serve in the capacity as a Director, that Councilmember shall have the right to nominate a non-councilmember for approval and appointment. Places 5-7 are designated for Citizen Member Directors.                  c. The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Articles of Incorporation.                  d. Any director may be removed from office by the City Council at will.</p>
<p><b>NOTES:</b> ORDINANCE RE: ALL BOARD, COMMISSION APPOINTMENTS</p>	<p><b>Sec. 2-209. - Rules for appointment.</b>                  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.  <b>Section 2-210. Method of selection; number of members; terms.</b>                  (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.  <b>Sec. 2-212. Removal and resignation of members.</b>                  (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.</p>

<p><b>NOTES:</b> PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> <li>• Councilmembers</li> <li>• City staff</li> <li>• Two Parks Advisory Board members</li> <li>• Business owners</li> <li>• Civic Organization members</li> </ul> <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p><b>NOTES:</b> AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</p>	<p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p>
<p><b>NOTES:</b> WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</p>	<p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p> <p>NOTE: First Branding and Wayfinding Committee disbanded/dissolved on December 18, 2018.</p> <p>UPDATE: Second Branding and Wayfinding Committee appointed on March 5, 2019.</p>

**NOTES:**  
HOTEL  
OCCUPANCY  
TAX ADVISORY  
BOARD  
(Est. 12-3-  
2019)

Sec. 54-127 MEMBERSHIP AND MEETING FREQUENCY

- a. The HOT Advisory Board should consist of five (5) members.
- b. Members shall consist of the following, the appointment of whom shall be confirmed by the City Council
  - i. A lodging facility representative;
  - ii. The City Manager or his/her designee;
  - iii. A former member of the City Council; and
  - iv. Two citizens nominated by Mayor.
- c. The HOT Advisory Board shall meet at least quarterly for allocation of funds and post-event reviews.
- d. Three Board members shall constitute a quorum.
- e. Each Board member shall serve a term of two years.
- f. Vacancies on the Board shall be filled by appointment by the City Council for the remainder of the existing term.

Sec. 54-128 PURPOSE AND RESPONSIBILITY

- a. The legislative functions of the city council shall in no way be delegated to the HOT Advisory Board. The HOT Advisory Board shall be considered a special purpose advisory committee.
- b. The purposes and responsibility of the HOT Advisory Board shall be:
  - i. To receive, review, and evaluate applications from organizations requesting HOT funds;
  - ii. To recommend allocation of HOT funds (as authorized by the Texas Tax Code, Chapter 351) to the City Council;
  - iii. To review the actual expenditures of HOT Funds;
  - iv. To offer suggestions for improvements or changes to the use or administration of HOT funds; and
  - v. To submit an annual report to the City Council that identifies approved expenditures by the City for the preceding year, reviews such approved expenditures in the context of compliance with state laws regarding the use of HOT funds, and evaluates the effectiveness of the approved HOT expenditures and the program.

Sec. 54-129 HOT FUND GRANT PROCESS AND POST-EVENT REPORTING

- a. Applications for funding will be considered at each meeting. Completed applications must be received ten (10) days prior to a meeting of the Board at which it will be reviewed.
- b. Applicants will be notified of the award of funds following approval by the City Council of the award, at which time one-half of approved funding will be awarded.
- c. The Board shall produce guidelines for approved applicants regarding a post-event report from each such applicant that demonstrates qualified expenditures
- d. A post-event report from each approved applicant is required in order for the applicant to receive final payment.

Sec. 54-130 HOT FUND GRANT PROCESS GUIDELINES.

- In considering the grant of HOT Funds, the Board and City Council shall:
- i. Ensure that each funding requests for HOT revenues is for one or more statutorily defined purpose;
  - ii. Establish and implement a policy of properly utilizing 100% of available HOT funds each year;
  - iii. Consider whether funding should be based on a formula for pre-determined activities consistent with authorized uses (e.g. advertising, arts, signage, historical restoration/preservation);
  - iv. Consider funding approaches that will allow for equitable funding opportunities for new as well as established events and activities; and
  - vi. Consider eligibility criteria beyond the Tax Code requirements (e.g. limiting grants to 25% of the total event budget or disallowing/limiting use of HOT funds for events' programs that occur on a regular (e.g. monthly) basis.

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

<b>Councilmember</b>	<b>Board/Commission</b>	<b>Appointee</b>	<b>Date Appointed</b>
Mayor – Lew White	Airport Board	John Hinnekamp	01/19/21
	Board of Adjustment	Mike Annas	01/19/21
	Construction Board	Raymond DeLeon	01/19/21
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	01/19/21
	Electric Board	Joe Colley, Chair	01/19/21
	Historical Preservation	John Lairsen	01/19/21
	Library Board	Stephanie Riggins	01/19/21
	Parks and Recreation	Karla Tate	02/02/21
	Planning & Zoning	Ron Peterson	01/19/21
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	01/19/21
District 1 – Juan Mendoza	Airport Board	Larry Burrier	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	12/17/19
	Eco Dev. Corp, ½ Cent Sales Tax	Dyral Thomas	12/17/19
	Electric Board	Frank Gomillion	12/17/19
	Historical Preservation	Christine Ohlendorf	06/02/20
	Library Board	Shirley Williams	12/17/19
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Chris St. Leger	12/17/19 CM McGregor on behalf of Councilman Mendoza
	District 2– David Bryant	Airport Board	Todd Blomerth
Board of Adjustment		Shawn Martinez	03/17/21
Construction Board		Oscar Torres	10/20/20
Eco Dev. Corp. ½ Cent Sales Tax		Umesh Patel	10/20/20
Electric Board		James Briceno	10/20/20
Historical Preservation		Ron Faulstich	10/20/20
Library Board		Quartermetra Hughes	10/20/20
Parks and Recreation		Lonnie Jones	04/06/21
Planning & Zoning		Manuel Oliva	10/20/20

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

District 3 – Kara McGregor	Airport Board Board of Adjustment  Construction Board Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Sally Daniel John Voigt Ronda Reagan Jean Clark Fox, Chair Warren Burnett Philip McBride, Chair	02/06/18 02/23/21 12/05/17 01/19/21 01/05/21 01/19/21 01/19/21 01/19/21 01/19/21 01/19/21
District 4 - Jeffry Michelson	Airport Board Board of Adjustment Construction Board 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 Doug Foster Ian Stowe Michel Royal Donaly Brice Russell Wheeler Rick Arnic	03/07/17 12/15/20 12/05/17 11/17/20 12/15/20 07/07/20 12/15/20 12/15/20 12/15/20
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	Airport Board Board of Adjustment Construction Board Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Andrew Reyes Laura Cline, Chair Paul Martinez Alfredo Munoz Ray Ramsey Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	01/07/20 01/07/20 01/07/20 01/07/20 07/07/20 01/07/20 03/07/17 01/07/20

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

<p>At-Large - Brad Westmoreland</p>	<p>Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning &amp; Zoning</p>	<p>Jayson “Tex” Cordova Severo Castillo Gary Shafer Frank Estrada Richard Thomson Rebecca Lockhart Dennis Placke Brad Lingvai</p>	<p>02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20</p>
	<p>Charter Review Commission (Five member commission) Term – 24 months after appointment</p>	<p>Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder</p>	<p>03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Hilburn 03/15/16 – Hilburn</p>
	<p>Sign Review Committee (no longer meeting)</p>	<p>Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark</p>	<p>03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 – Councilmember Mendoza 12/19/17– Councilmember McGregor 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15– Councilmember Michelson</p>
	<p>Parks Master Plan Steering Committee (8-10 members)</p>	<p>Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill</p>	<p>09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White</p>

	<p>Church Property Ad-hoc Committee (7 members)</p>	<p>Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyral Thomas</p>	<p>09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza</p>
	<p>Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members)</p> <p><b>THIS COMMITTEE WAS - RE-ESTABLISHED ON MARCH 5, 2019</b></p>	<p>Roy Watson Ronda Reagan Sally Daniel Rob Ortiz Bobby Herzog</p>	<p>03/05/19 03/05/19 03/05/19 03/05/19 03/05/19 Appointed by Mayor with consensus of Council</p>
	<p>HOT Advisory Bd</p>	<p>Ray Sanders Alfredo Munoz Archana “Archie” Gandhi Roxanne Rix Steve Lewis and Pam Larison Sally Daniel (Alternate) Janet Grigar (Alternate)</p>	<p>All members appointed by consensus of the Council on 12/03/2019</p>





# City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



## City of Lockhart

### Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

## Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

## City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

## Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

### Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

## Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

## Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

## Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- Explore asking the county for grant writer assistance
- Establish fee schedule for fire plan reviews and inspections
- Considering increasing existing fees for applications and development fees
- Develop an Airport Business Plan
- Research options for additional records storage
- Transition staff department reports from monthly to quarterly
- Pursue agenda management process and software
- Streamline paper processes where possible/evaluate software options
  - Utility billing
  - Applications
  - Council, boards, commissions:
    - Packets
    - Minutes

## Goal Development from City Council:




The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts














## Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

### Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	







<p>4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor</p>	 IEDC business park development study completed. Future consideration by LEDC.	
<p>5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready</p>	 Mostly done. Site development will facilitate the remainder.	
<p>6. Pursue prospects and developers and create a BRE (business retention and expansion) program</p>	 Hiring a second Economic Development practitioner.	
<p>7. Start investing in more property for growth</p>	 IEDC study.	
<p>8. Explore next industrial park</p>	 IEDC study.	
<p>9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&amp;Bs</p>	 HOT Advisory Board created. Board training and funding processes under review.	
<p>10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020</p>	 LEDC Board hired Garner Economics January 2020	
<p>11. Robust LEDC website</p>	 Underway with EDsuite contract.	
<p>12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing</p>	<p><i>N/A Brand new/created in 2020</i></p>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

**Goal #1 KPIs / Metrics:**

- Did we partner with LISD & other youth organizations to encourage emergency services careers?
- Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- Did we completely update our development ordinances?
- Did we brainstorm development tools for SH-130 development?
- Did we bring utilities and assemble parcels along SH-130?
- Did we develop shovel-ready development sites?
- Did we market those sites to prospective investors?
- Did we develop plans for our next industrial park?
- Did we revamp the way HOT funds are structured?
- Did we develop and implement an Economic Development Strategic Plan?
- Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? \_\_\_\_\_
- Did we adopt a new TIF policy?
- # of miles of new fiber optics laid in Lockhart in 2020-2021? \_\_\_\_\_

**Goal 2: Quality of Life / Quality of Facilities**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

**Goal #2 KPIs / Metrics:**

\$ amount invested in streets in 2019? \$ \_\_\_\_\_

\$ amount invested in parks in 2019? \$ \_\_\_\_\_

\$ amount invested in gateway entry signs in 2019? \$ \_\_\_\_\_

\$ amount invested in streets in 2020? \$ \_\_\_\_\_







\$ amount invested in parks in 2020? \$ \_\_\_\_\_




\$ amount invested in gateway entry signs in 2020? \$ \_\_\_\_\_

Which facilities did we improve the image of? \_\_\_\_\_

- Did we implement elements of the Parks Master Plan?
- Did we secure quotes on a Space Study of City buildings including City Hall?
- # of City-owned buildings we renovated or retrofitted? \_\_\_\_\_
- Did we conduct a citywide quality of life citizen survey?
- Did we address levels of service based on the citizen responses we received?
- Did we address levels of satisfaction based on the citizen responses we received?
- Did we address areas for improvement based on the citizen responses we received?
- Did we court hospital providers?
- Did we sell the church property?
- Did we create a Youth Advisory Board?
- Did we implement downtown drainage improvements?
- Did we fully investigate issuing a street bond?
- Did we fully enforce trash clean up around town?
- Did we specifically target lower income neighborhoods for new beautification projects?

**Goal 3: Staffing / Personnel**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 <sup>st</sup> quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

**Goal #3 KPIs / Metrics:**

# of new positions in 2019? \_\_\_\_\_

# of new positions in 2020 and 2021? \_\_\_\_\_

Did we perform a staffing efficiency/compensation study?

Did we right-size our salaries based on that study by the end of 2020?

Did we develop new consistent policies and procedures regarding professional development of staff?

Did we develop new consistent policies and procedures regarding purchasing/procurement?

Did we create and implement a new staff development program to ensure everyone has training opportunities?







Did we begin grooming current staff for future leadership roles?

How many staff do we have on a leadership track by the end of 2020?



# of new employees added in 2019 through 2021 who are bilingual? \_\_\_\_\_

Did we deliver Customer Experience Excellence training to every City employee?

**Goal 4: Procedures / IT Management and Services**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	









Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

**Goal #4 KPIs / Metrics:**

- Did we secure top quality technology support across all departments by the end of 2020?
- Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? \_\_\_\_\_
- Did we upgrade our servers?
- Did we upgrade our computer software, subscriptions, and licenses?
- Did we upgrade our peripherals?
- Did we upgrade our other technology equipment?
- Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- Did we upgrade our City server system?
- Did we streamline our City technology processes?
- Did we secure training for staff to use all new equipment properly and efficiently?
- Did we investigate implementing WiFi throughout Downtown Lockhart?

**Goal 5: Public Safety**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 City-wide classification and compensation study underway. <b>Fire:</b> Council approved 7% salary adjustment in FY 19-20. <b>Police:</b> all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 <b>Fire:</b> Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. <b>Police:</b> In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1 <sup>st</sup> quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 <b>Fire:</b> Fire Department is preparing an emergency management tabletop exercise for City staff. <b>Police:</b> Upgraded Police Officer body-worn cameras to 3 <sup>rd</sup> generation models.	
f. Evaluate Accreditation opportunities	 <b>Fire:</b> Reviewing the Texas Fire Chief’s Association (TFCA) accreditation process before formal enrollment. <b>Police:</b> Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 <sup>rd</sup> quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

**Goal #5 KPIs / Metrics:**

# of new law enforcement officers hired in 2019? \_\_\_\_\_

# of new law enforcement officers hired in 2020? \_\_\_\_\_

# of new law enforcement officers hired in 2021? \_\_\_\_\_

% law enforcement officers retained? \_\_\_\_\_%

# of new firefighters hired in 2019? \_\_\_\_\_

# of new firefighters hired in 2020? \_\_\_\_\_

# of new firefighters hired in 2021? \_\_\_\_\_

% firefighters retained? \_\_\_\_\_%

- Did we develop a long-term public safety facilities plan?
- Did we develop a public safety equipment replacement schedule?
- Did we implement that new replacement schedule?
- Did we research and record best practices across the country regarding public safety policy?
- Did we make any modifications to our public safety policies based on that research?
- Did we explore and evaluate Accreditation opportunities?
- Did we implement new turn lane and traffic light improvements in 2020-2021?
- Did we begin the TXDOT safety projects?
- Did we proactively promote a Neighborhood Watch Program for Lockhart?

## **Conclusion**

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



# City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



# City of Lockhart

## Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

## Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

## City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure



## SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

### Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

## Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
  - Professional development
  - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
  - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

## Opportunities

- Expand airport (hangars)
  - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

## Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

## Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

### Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
  - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
  - Name which entity (or entities) funds downtown redevelopment initiatives
  - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

## Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

## Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

**Goal 1: Economic Development / Planning**

<b>Strategies</b>
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website



***Goal #1 KPIs / Metrics:***

- Did we partner with LISD & other youth organizations to encourage emergency services careers?
- Did we reassess downtown development and tourism initiatives and who leads each?
- Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- Did we completely update our development ordinances?
- Did we brainstorm development tools for SH-130 development?
- Did we bring utilities and assemble parcels along SH-130?
- Did we develop shovel-ready development sites?
- Did we market those sites to prospective investors?
- Did we develop plans for our next industrial park?
- Did we revamp the way HOT funds are structured?
- Did we develop and implement an Economic Development Strategic Plan?
- Did the Lockhart EDC revamp their website to better attract investment?

## Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

### Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ \_\_\_\_\_

\$ amount invested in parks in 2019 and 2020? \$ \_\_\_\_\_

\$ amount invested in gateway entry signs in 2019 and 2020? \$ \_\_\_\_\_

# of City facilities we improved the appearance of? \_\_\_\_\_

- Which facilities did we improve the image of?
- Did we implement elements of the Parks Master Plan?
- Did we secure quotes on a Space Study of City buildings including City Hall?
- How many City-owned buildings did we renovate or retrofit?
- Did we conduct a citywide quality of life citizen survey?
- Did we address levels of service based on the citizen responses we received?
- Did we address levels of satisfaction based on the citizen responses we received?
- Did we address areas for improvement based on the citizen responses we received?

### Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

#### Goal #3 KPIs / Metrics:

# of new positions in 2019 and 2020? \_\_\_\_\_

- Did we perform a staffing efficiency/compensation study?
- Did we right-size our salaries based on that study by the end of 2020?
- Did we develop new consistent policies and procedures regarding professional development of staff?
- Did we develop new consistent policies and procedures regarding purchasing/procurement?
- Did we create and implement a new staff development program to ensure everyone has training opportunities?
- Did we begin grooming current staff for future leadership roles?
- How many staff do we have on a leadership track by the end of 2020?

# of new employees added in 2019 and 2020 who are bilingual? \_\_\_\_\_

- Did we deliver Customer Experience Excellence training to every City employee?

**Goal 4: Procedures / IT / Software and Hardware**

<b>Strategies</b>
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

**Goal #4 KPIs / Metrics:**

- Did we conduct a Technology Assessment?
- Did we secure top quality technology support across all departments by the end of 2020?
- Did we upgrade our desktop computers?  
% of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? \_\_\_\_\_
- Did we upgrade our servers?
- Did we upgrade our computer software, subscriptions, and licenses?
- Did we upgrade our peripherals?
- Did we upgrade our other technology equipment?
- Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- Did we upgrade our City operating system?
- Did we streamline our City technology processes?
- Did we secure training for staff to use all new equipment properly and efficiently?
- Did we investigate implementing WiFi throughout Downtown Lockhart?

## Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

### Goal #5 KPIs / Metrics:

# of new law enforcement officers hired in 2019?

# of new law enforcement officers hired in 2020?

% law enforcement officers retained?

# of new firefighters hired in 2019?

# of new firefighters hired in 2020?

% firefighters retained?

Did we develop a long-term public safety facilities plan?

Did we develop a public safety equipment replacement schedule?

Did we implement that new replacement schedule?

Did we research and record best practices across the country regarding public safety policy?

Did we make any modifications to our public safety policies based on that research?

Did we explore and evaluate Accreditation opportunities?

## Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,) )
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,) )
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
MENDOZA	4	City Facilities: Maintenance and repairs

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**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
GONZALES-SANCHEZ	5	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

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## CITY COUNCIL FY 18-19 GOALS

### Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accomodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqare.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

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		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

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		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for charge that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
IC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
IC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

R:\56 AMU\ Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals



CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House General	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

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

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

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

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

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

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

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

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

City of Lockhart  
Future Debt Payments as of 9/30/18

Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>General Government</b>																					
<b>Hotel Tax Fund</b>																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
<b>Total Hotel Tax Fund P &amp; I</b>			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
<b>LEDC</b>																					
2015 Tax & Revenue	100.00%		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	1,048,596
<b>Total LEDC Fund P &amp; I</b>			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	1,048,596
<b>2015 Capital Projects Fund</b>																					
2015 Tax & Revenue																					-
<b>Total 2015 Capital Projects Fund Fund P &amp; I</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Drainage</b>																					
2015 Tax & Revenue			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	1,700,000
<b>Total Drainage Fund P &amp; I</b>			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	1,700,000
<b>General Fund</b>																					
2015 Tax & Revenue																					-
<b>Total General Fund P &amp; I</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Debt Service Fund</b>																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		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	4,548,778
2015 Tax & Revenue	12.00%		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	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
<b>Total Debt Service Fund P &amp; I</b>			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
<b>Total General Government</b>			<b>938,587</b>	<b>1,157,273</b>	<b>1,169,731</b>	<b>1,164,154</b>	<b>1,295,686</b>	<b>1,305,945</b>	<b>1,299,241</b>	<b>1,304,794</b>	<b>1,311,046</b>	<b>1,309,331</b>	<b>1,317,529</b>	<b>617,619</b>	<b>616,651</b>	<b>616,940</b>	<b>616,069</b>	<b>616,979</b>	<b>616,594</b>	<b>617,881</b>	<b>16,953,464</b>

Future Debt Payments as of 9/30/18

Description	Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>Proprietary</b>																				
<b>Electric Fund</b>																				
2013 SIB Loan	30.81%	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			1,067,268
																				-
<b>Total Electric Fund P &amp; I</b>	-	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	-	-	1,067,268
<b>Water Fund</b>																				
2006A Tax & Rev CO's	7.00%	20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%	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	10,614,362
2016 GO Refunding	21.81%	49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
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			1,240,140
<b>Total Water Fund P &amp; I</b>	-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
<b>Sewer Fund</b>																				
2015 Tax & Revenue	4.30%	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	920,197
2016 GO Refunding	3.35%	7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
2013 SIB Loan	33.39%	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			1,156,537
<b>Total Sewer Fund P &amp; I</b>		126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
<b>Total Proprietary Fund P &amp; I</b>	-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
<b>Grand Total</b>		<b>1,776,208</b>	<b>2,053,476</b>	<b>2,071,326</b>	<b>2,063,887</b>	<b>2,447,555</b>	<b>2,461,455</b>	<b>2,451,267</b>	<b>2,458,910</b>	<b>2,467,369</b>	<b>2,465,767</b>	<b>2,477,068</b>	<b>1,570,668</b>	<b>1,568,566</b>	<b>1,569,193</b>	<b>1,567,305</b>	<b>1,569,280</b>	<b>1,337,513</b>	<b>1,340,324</b>	<b>33,940,927</b>



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		<b>TOTAL PROJECT COST</b>				[Gantt chart showing total project cost bars]																																			
\$2,068,024.00	1	<b>DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street &amp; Richland Drive</b>				[Gantt chart for Contract 1]																																			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15	[Task bar]																																			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15	[Task bar]																																			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15	[Task bar]																																			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15	[Task bar]																																			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16	[Task bar]																																			
\$1,999,200.00	2	<b>DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, &amp; Ash/Comal Streets</b>				[Gantt chart for Contract 2]																																			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15	[Task bar]																																			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15	[Task bar]																																			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15	[Task bar]																																			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15	[Task bar]																																			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16	[Task bar]																																			
\$3,394,038.00	3	<b>DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project</b>				[Gantt chart for Contract 3]																																			
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15	[Task bar]																																			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15	[Task bar]																																			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16	[Task bar]																																			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17	[Task bar]																																			
\$323,400.00	4	<b>DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina &amp; US183 Project</b>				[Gantt chart for Contract 4]																																			
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15	[Task bar]																																			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15	[Task bar]																																			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16	[Task bar]																																			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16	[Task bar]																																			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16	[Task bar]																																			
\$1,764,000.00	5	<b>FM 2001 ELEVATED TANK PROJECT</b>				[Gantt chart for Contract 5]																																			
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16	[Task bar]																																			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16	[Task bar]																																			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16	[Task bar]																																			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16	[Task bar]																																			

City of Lockhart  
2015 BOND PROGRAM

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