

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, OCTOBER 15, 2019

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

6:30 P.M.

WORK SESSION (No Action)

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

PRESENTATION ONLY

- A. Recognize Girl Scout Troop #74 for working towards their "Good Neighbor" patch.
- B. Presentation of a Proclamation declaring October 2019 as *National Domestic Violence Awareness Month*.
- C. Presentation of a Proclamation declaring October 6-12, 2019 as *Fire Prevention Month*.

DISCUSSION ONLY

- A. Discuss minutes of the City Council meeting of September 3, 2019 and September 17, 2019. 21-34
- B. Discuss proposal by Premier Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$16.85 per hour and authorizing the Mayor to execute all required documents. 35-43
- C. Discuss Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager. 44-46
- D. Discuss Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart for a School Resource Officer during the 2019-2020 school year. 47-62
- E. Discuss Ordinance 2019-25 amending the Lockhart Code of Ordinances, Chapter 58, Utilities, Section 58-141, entitled "Definitions" and Section 59-142 entitled "Water Rates" adjusting water rates to cover increased costs of new water supply land leases and for new water supply debt payments. This ordinance shall become effective with the first utility billing cycle in November 2019. 63-66
- F. Discuss Resolution 2019-25 establishing fees to reflect the recovery of revenues due to the 4.1% vendor rate increase according to contract with Central Texas Refuse (CTR) for residential solid waste collection, disposal, recycling services, and commercial waste collection/disposal services and establishing fees for other solid waste services reflecting landfill and disposal rate increases. 67-75
- G. Discuss Resolution 2019-26 authorizing First Lockhart National Bank to accept the following signatories for the City of Lockhart: Lew White, Mayor; Steve Lewis, City Manager; Connie Constancio, City Secretary; and Julie Bowermon, Human Resource/Civil Service Director. 76-79
- H. Discuss annual service agreement with Motorola, Inc., in the amount of \$144,630.60 of which \$61,699.36 is for the 226 City of Lockhart radios to cover 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 from October 1, 2019 through September 30, 2020 with each entity paying its share of the costs based on the number of radios using the system according to the existing interlocal agreement, and appointing the Mayor to sign the contract agreement. 80-87
- I. Discussion regarding the Hotel Occupancy Tax distribution process. 88

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. CITIZENS/VISITORS COMMENTS

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a public hearing on application ZC-19-09 by Thomas Blauvelt on behalf of Richard Blauvelt for a Zoning Change from AO Agricultural-Open Space District to RLD Residential Low Density District on 2.749 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 1621 North Pecos Street.

5-20

B. Discussion and/or action to consider Ordinance 2019-24 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as 2.749 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 1621 North Pecos Street, from AO Agricultural-Open Space District to RLD Residential Low Density District.

5. CONSENT AGENDA

A. Approve minutes of the City Council meeting of September 3, 2019 and September 17, 2019.

B. Approve proposal by Premier Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$16.85 per hour and authorizing the Mayor to execute all required documents.

21-34

35-43

C. Confirm Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

44-46

D. Approve Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart for a School Resource Officer during the 2019-2020 school year.

47-62

E. Approve Ordinance 2019-25 amending the Lockhart Code of Ordinances, Chapter 58, Utilities, Section 58-141, entitled "Definitions" and Section 59-142 entitled "Water Rates" adjusting water rates to cover increased costs of new water supply land leases and for new water supply debt payments. This ordinance shall become effective with the first utility billing cycle in November 2019.

63-66

F. Approve Resolution 2019-25 establishing fees to reflect the recovery of revenues due to the 4.1% vendor rate increase according to contract with Central Texas Refuse (CTR) for residential solid waste collection, disposal, recycling services, and commercial waste collection/disposal services and establishing fees for other solid waste services reflecting landfill and disposal rate increases.

67-75

G. Approve Resolution 2019-26 authorizing First Lockhart National Bank to accept the following signatories for the City of Lockhart: Lew White, Mayor; Steve Lewis, City Manager; Connie Constancio, City Secretary; and Julie Bowermon, Human Resource/Civil Service Director.

76-79

H. Approve annual service agreement with Motorola, Inc., in the amount of \$144,630.60 of which \$61,699.36 is for the 226 City of Lockhart radios to cover 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 from October 1, 2019 through September 30, 2020 with each entity paying its share of the costs based on the number of radios using the system according to the existing interlocal agreement, and appointing the Mayor to sign the contract agreement.

80-87

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion regarding the Hotel Occupancy Tax distribution process. 88
- B. Discussion and/or action regarding appointments to various boards, commissions or committees.

89-105

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

- Update regarding Homeless Camping Bans.
- Texas Swing and BBQ Festival (September 28), National Night Out block parties (October 1) and Evening with the Authors events (October 5) were a success.
- Outdoor Emergency Warning Siren tests will be conducted at 1:00 p.m. on the first Monday every month. All sirens are operational.
- Cleanup at the City Cemetery was conducted October 1-4. The next cemetery cleanup will be in March of 2020.
- Keep Lockhart Beautiful - 12th Annual Cleanup, Saturday, November 9th at 9:00 a.m. at City Park.
- Lockhart Chamber hosted the "Heart of Texas Bike Ride" on October 5th.
- Staff continues working with Lockhart Grand Prix Kart race promoters for the May 16-17, 2020 event.
- Día de los Muertos event to be held at the library on November 1st and 2nd.
- Fire Prevention Month begins at LISD schools October 7, 2019.
- New two-way public safety Motorola radios have been received.
- Next firefighter entrance exam scheduled for Saturday November 2, 2019. Two Firefighters were recently hired.
- Contractors are about 50% complete with the SH130 Phase II 18" water main project.
- City staff is about 50% complete with the 12" water main along FM1322.
- Foundation footings have been poured at the new TxDOT traffic signal being installed in front of Wal-Mart.
- Parks improvements. Staff has finalized the locations and placed orders on the Phase I improvements which include 4 new playscapes and 9 new shade structures. Delivery is expected in 6-8 weeks. Staff is also working with the contactors to design new picnic shelters for the parks.
- Contractors recently installed a new fence at the Lockhart Animal Shelter. The fence was funded by local donations to the shelter. The new fencing provides additional security.
- Dickens Christmas in Lockhart Committee met and plans are underway for the 30th Annual Dickens Christmas in Lockhart on December 6-7.
- Storytime children will Trick-or-Treat as a group to downtown businesses on Thursday, October 31, 2019.
- November 5, 2019 General Election – Early voting will be held October 21-November 1. Samples ballots available on City or County website, at City Hall, and at the Library. Election Day voting hours are 7:00 a.m. – 7:00 p.m.
- The Wayfinding Committee's first meeting is Thursday, October 24th, at 4:00pm in the Glosserman Room, and future meetings will be at the same time and place on the second and fourth Thursdays of each month as needed.

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

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

9. **EXECUTIVE SESSION in accordance with the provisions of the Government Code, Title 5, Subchapter D, Section 551.074- to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.**

A. Conduct the City Manager evaluation.

10. **OPEN SESSION**

A. Discussion and/or action regarding Resolution 2019-27 authorizing a salary adjustment for City Manager, Steven Lewis and addendum to the City Manager Agreement effective August 28, 2018 by and between the City of Lockhart and Steven Lewis. 106-108

11. **ADJOURNMENT**

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

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

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 11th day of October 2019 at 2:20pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

**Council Agenda Item
Briefing Data**

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION:

Hold a PUBLIC HEARING on application ZC-19-09 by Thomas Blauvelt on behalf of Richard Blauvelt, and discussion and/or action to consider Ordinance 2019-24, for a Zoning Change from AO Agricultural–Open Space District to RLD Residential Low Density District on 2.749 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 1621 North Pecos Street.

ORIGINATING DEPARTMENT AND CONTACT: Planning Department – Dan Gibson, City Planner

ACTION REQUESTED:

- X ORDINANCE
- RESOLUTION
- CHANGE ORDER
- AGREEMENT
- APPROVAL OF BID
- AWARD OF CONTRACT
- CONSENSUS
- OTHER

BACKGROUND/SUMMARY/DISCUSSION:

This is the third application submitted for rezoning of the subject property since last July. The first two, which were denied, were for rezoning from AO to RMD. This application is for rezoning to RLD. The 2.749-acre area proposed to be rezoned is part of a 68-acre tract. The applicant desires to construct one or more single-family dwellings on the property. The RLD district allows only one dwelling per lot, so the property will have to be subdivided if there is to be more than one home constructed. The applicant plans to eventually develop the entire 68 acres, which will require extensive public infrastructure, further rezoning, and platting at that time. The proposed rezoning abuts an existing large area already zoned RLD, so it would simply be an expansion of that area. Current traffic is relatively low due to the limited number of homes along North Pecos Street. If rezoned to RLD and subdivided along the North Pecos Street frontage, a maximum of three lots would be possible without constructing an internal public street. Three additional dwelling units would slightly increase traffic on the dead-end street, but the street is currently not congested. New single-family dwellings would be compatible with the existing homes located along North Pecos Street. The requested RLD zoning classification is consistent with the Lockhart 2020 Land Use Plan map designation of Low Density Residential for the area where the subject property is located. Three letters of support were received from owners of nearby lots, including an adjacent lot, and one owner of property within 200 feet spoke in opposition at the Planning and Zoning Commission meeting. More information is available in the attached staff report.

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance): Not applicable

COMMITTEE/BOARD/COMMISSION ACTION:

At their October 9th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVAL

LIST OF SUPPORTING DOCUMENTS:

- 1) Ordinance 19-24.
- 2) Legal description.
- 3) Maps.
- 4) Staff report.
- 5) Three letters of support.
- 6) Application form.
- 7) Owner’s letter of authorization.

Department Head initials:

 DG

City Manager’s Review:

 [Signature] 5

ORDINANCE 2019-24

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 2.749 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1621 NORTH PECOS STREET, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RLD RESIDENTIAL LOW DENSITY DISTRICT.

WHEREAS, on October 9, 2019, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-19-09 as 2.749 acres in the Byrd Lockhart Survey, Abstract No. 17, more particularly described in Exhibit A and shown in Exhibit B, and located at 1621 North Pecos Street (FM 672), will be reclassified from AO Agricultural-Open Space District to RLD Residential Low Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 15th DAY OF OCTOBER, 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

6

EXHIBIT "A"

Metes and Bounds Legal Description of Property

Within Byrd Lockhart Survey A-17.

Beginning at a 1/2" iron pin found in the SE corner of a tract of land called 3.00 acres and conveyed to Ricky J. Seltz by deed recorded in Volume 246 Page 246 of the Official Records of Caldwell County Texas.

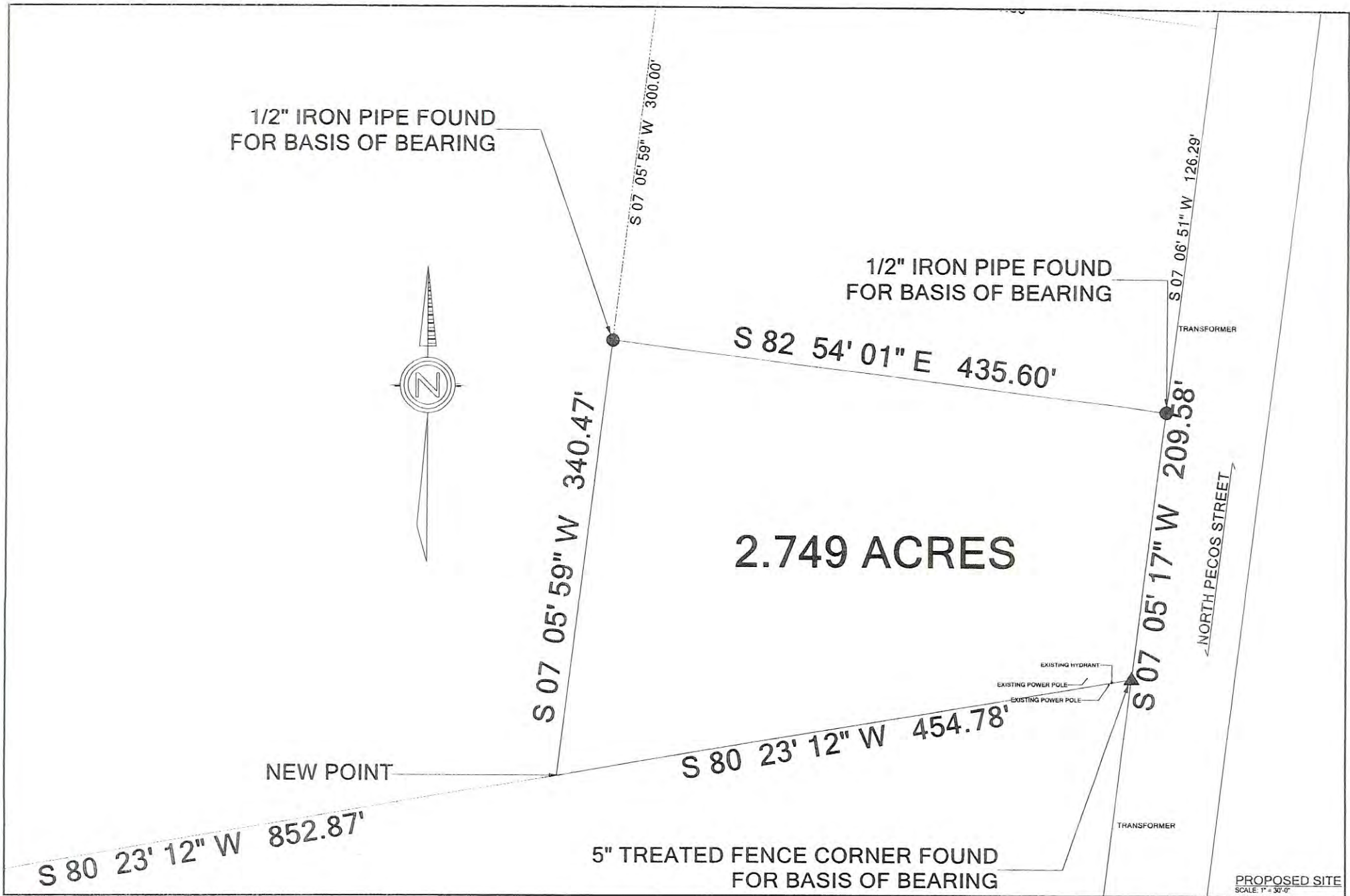
Thence S 07 degrees 05 minutes 17 seconds W 209.58 feet to a 5 inch treated fence corner.

Thence S 80 degrees 23 minutes 12 seconds W 454.78 feet to a point.

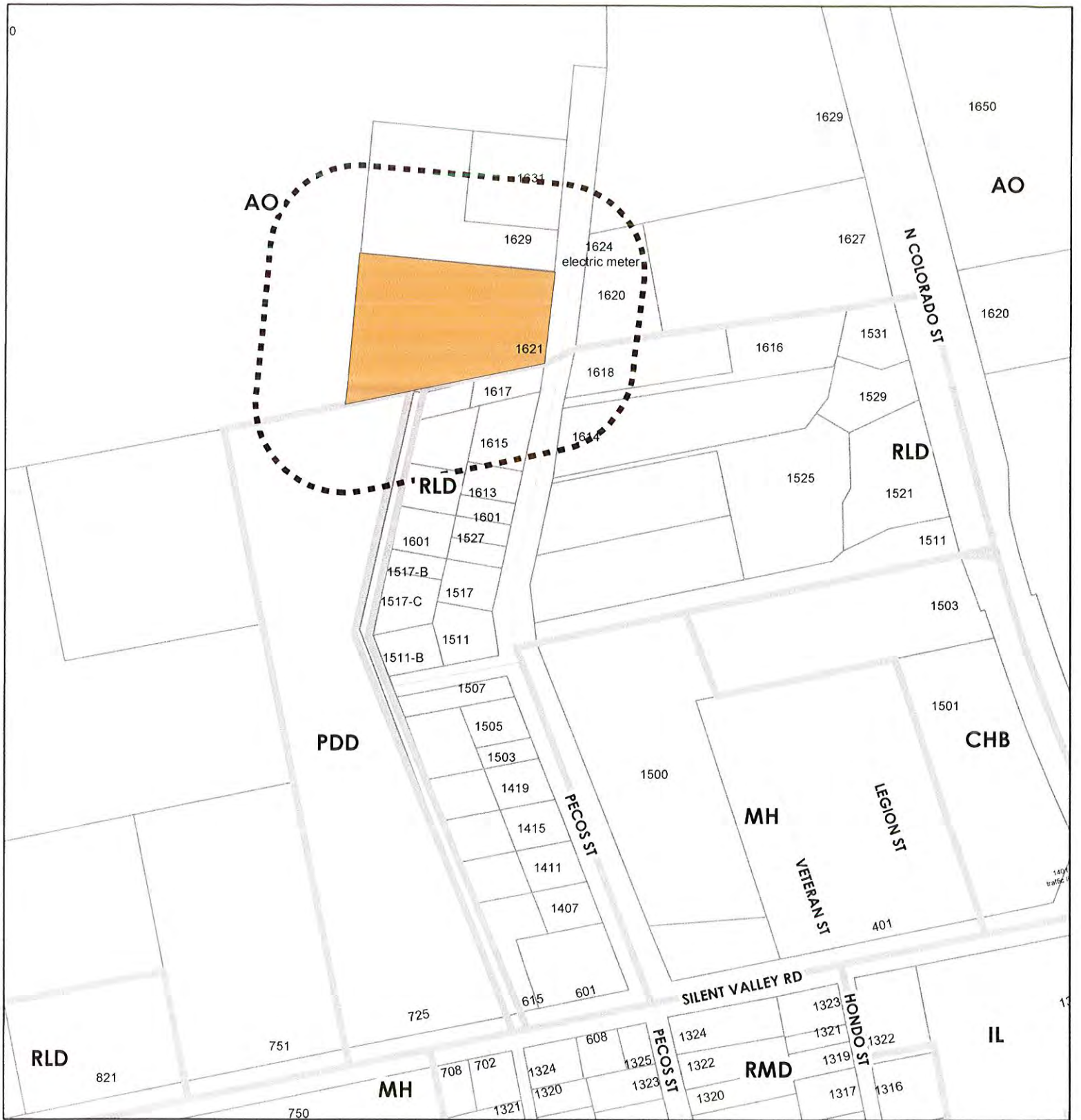
Thence N 07 degrees 05 minutes 59 seconds E 340.47 feet to a 1/2" iron pipe

Thence S 82 degrees 54 minutes 01 seconds E 435.60 feet to the place of beginning containing 2.749 acres of land.

EXHIBIT "B"



8



ZC-19-09

AO TO RLD

1621 N PECOS ST



scale 1" = 300'

- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER



ZC-19-09

AO TO RLD

1621 N PECOS ST



scale 1" = 300'

- ZONING DISTRICTS**
- AGRICULTURAL-OPEN SPACE
 - COMMERCIAL HEAVY BUSINESS
 - INDUSTRIAL LIGHT
 - MANUFACTURED HOME
 - PLANNED DEVELOPMENT
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY

10



FUTURE LANDUSE

AO TO RLD
 1621 N PECOS ST



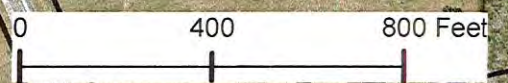
scale 1" = 300'

- GENERAL-HEAVY COMMERCIAL
- LIGHT-MEDIUM COMMERCIAL
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

11



12



CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-19-09
 REPORT DATE: October 3, 2019 [Updated 10-10-19]
 PLANNING AND ZONING COMMISSION HEARING DATE: October 9, 2019
 CITY COUNCIL HEARING DATE: October 15, 2019
 REQUESTED CHANGE: AO to RLD
 STAFF RECOMMENDATION: *Approval*
 PLANNING AND ZONING COMMISSION RECOMMENDATION: *Approval*

BACKGROUND DATA

APPLICANT: Thomas Blauvelt
 OWNER: Richard Blauvelt
 SITE LOCATION: 1621 North Pecos Street
 LEGAL DESCRIPTION: Metes and bounds
 SIZE OF PROPERTY: 2.749 acres
 EXISTING USE OF PROPERTY: Vacant
 LAND USE PLAN DESIGNATION: Low Density Residential

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The 2.749-acre area proposed to be rezoned from AO to RMD is part of a 68-acre tract and is not currently a separate parcel. Therefore, although the north, east, and south boundaries of the zoning change correspond to boundaries of the larger tract, the west boundary does not. The applicant desires to construct one or more single-family dwellings on the property. The RLD district allows only one dwelling per lot, so the property will have to be subdivided if there is to be more than one home constructed. The applicant plans to eventually develop the entire 68 acres. It will require extensive public infrastructure, further rezoning, and platting at that time. Two previous applications in the past three months to rezone the same 2.749-acre area to RMD Residential Medium Density District were denied.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Manufactured home, Vacant	AO	Low Density Residential
East	Single-family residential	AO	Low Density Residential
South	Single-family residential	RLD, PDD	Low Density Residential
West	Vacant	AO	Low Density Residential

TRANSITION OF ZONING DISTRICTS: The proposed rezoning abuts an existing large area already zoned RLD, so it would simply be an expansion of that area.

ADEQUACY OF INFRASTRUCTURE: The property has 209.58 feet of frontage along North Pecos Street, which provides adequate access. The nearest sewer line is six inches in diameter and it terminates at 1613 North Pecos Street, so it would have to be extended to serve any new homes. There is a six-inch water line adjacent to the property, which is adequate for a limited amount of new residential development. However, full development of the entire 68-acre tract will require larger water and wastewater lines than currently exist in the area, along with public streets, sidewalks, fire hydrants, stormwater detention, and parkland.

POTENTIAL NEIGHBORHOOD IMPACT: If rezoned to RLD and subdivided along the North Pecos Street frontage, a maximum of three lots would be possible without constructing an internal public street. Three additional dwelling units would slightly increase traffic on the dead-end street, but the street is currently not congested. The average number of daily (24-hour period) trips per single-family dwelling unit is less than ten, with most of those occurring during daytime hours, of course. The average number of peak-hour trips is approximately one per dwelling unit. New single-family dwellings would be compatible with the existing homes located along North Pecos Street.

CONSISTENCY WITH COMPREHENSIVE PLAN: The requested RLD zoning classification is consistent with the Lockhart 2020 Land Use Plan map designation of Low Density Residential for the area where the subject property is located.

ALTERNATIVE CLASSIFICATIONS: The only other zoning classification that might be appropriate would be the PDD Planned Development District for a subdivision containing a variety of residential and/or other uses at such time in the future when the applicant or owner is ready to develop the entire 68-acre tract.

RESPONSE TO NOTIFICATION: Three letters of support are attached. One person owning land within 200 feet spoke in opposition at the Planning and Zoning Commission meeting.

I support the proposed zoning change of the 2.749 acres at 1621 North Pecos Street to Residential Low Density.

Sincerely, *Julien S.*

Address: *1505 N Pecos St*

I support the proposed zoning change of the 2.749 acres at 1621 North Pecos Street to Residential Low Density.

Sincerely, *Ramiro Torres*

Address: 1617 N PECOS ST

I support the proposed zoning change of the 2.749 acres at 1621 North Pecos Street to Residential Low Density.

Sincerely, *Julia Barfield*

Address: *1618 NORTH Pecos
Lockhart, TX 78644*



ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Thomas Blauvelt
DAY-TIME TELEPHONE (310) 601-0573
E-MAIL lockhartgateway@gmail.com

ADDRESS 1602 Magpie Cv
Austin TX 78746

OWNER NAME Richard Blauvelt
DAY-TIME TELEPHONE (310) 552-3205
E-MAIL lockhartgateway@gmail.com

ADDRESS 1602 Magpie Cv
Austin TX 78746

PROPERTY

ADDRESS OR GENERAL LOCATION 1621 N Pecos St

LEGAL DESCRIPTION (IF PLATTED) _____

SIZE 2.749 ACRE(S) LAND USE PLAN DESIGNATION Low Density Residential

EXISTING USE OF LAND AND/OR BUILDING(S) Agriculture

PROPOSED NEW USE, IF ANY detached homes

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural-open space

TO PROPOSED ZONING CLASSIFICATION Low Density Residential

REASON FOR REQUEST construction of 2 single family homes,
zoning recommended by official 2020 land use plan

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

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

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$204.98 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less	\$125
Between 1/4 and one acre	\$150
One acre or greater	\$170 plus \$20.00 per each acre over one acre

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE Thomas Blauvelt

DATE 9/9/2019

OFFICE USE ONLY

ACCEPTED BY Dan Gibson

RECEIPT NUMBER 89228

DATE SUBMITTED 9-13-19

CASE NUMBER ZC - 19 - 09

DATE NOTICES MAILED 9-23-19

DATE NOTICE PUBLISHED 9-26-19

PLANNING AND ZONING COMMISSION MEETING DATE 10-9-19

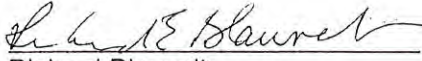
PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 10-15-19

DECISION _____

To all concerned,

I, Richard Blauvelt, sole owner of the property located at 1621 N Pecos St, Lockhart TX 78644 hereby authorize Thomas Blauvelt and Gateway Estates LLC to represent me for all purposes relating to the zoning and/or development of the aforementioned property.

 June 7, 2019
Richard Blauvelt

REGULAR MEETING

LOCKHART CITY COUNCIL

SEPTEMBER 3, 2019

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Miles Smith, Public Information Officer
Sean Kelley, Public Works Director

Connie Constancio, City Secretary
Randy Jenkins, Fire Chief
Pam Larison, Finance Director

Citizens/Visitors Addressing the Council: Citizens: Miguel Zuniga, Thomas Blauvelt, Richard Blauvelt, Mary Ann Gonzales, Maria Rangel, Rose Martinez, and Florinda Munoz.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF AUGUST 12, 2019 AND AUGUST 13, 2019.

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

B. DISCUSS RECONCILIATION AND CLOSING OF THE 800 MHZ FREQUENCY RECONFIGURATION AGREEMENT BY AND BETWEEN CITY OF LOCKHART, CALDWELL COUNTY, AND NEXTEL OF TEXAS, INC. DATED JANUARY 14, 2008.

Chief Jenkins stated on August 6, 2004, the Federal Communications Commission (FCC) issued a report and order which modified its rules governing the 800 MHz band. The purpose was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communication systems in the band. The City of Lockhart, Caldwell County and Nextel were licensed on FCC frequency allocations subject to reconfiguration. The City of Lockhart entered into an agreement with Nextel on January 14, 2008 for the reconfiguration of the affected frequencies. The reconfiguration of the frequencies listed in Schedules A and B have been completed by the FCC. All associated costs of the reconfiguration were paid by Nextel (Sprint). Chief Jenkins recommended approval. There was discussion.

C. DISCUSS GUIDELINES FOR THE NEW WAYFINDING COMMITTEE.

Mayor White stated that the City Council officially approved a new logo for the City. The next step is to begin the wayfinding process.

Mr. Gibson stated that on July 2, 2019, the Council accepted the Brand Guidelines document prepared by Roy Watson, a member of the original Branding and Wayfinding Committee. Those guidelines are now being implemented using the graphics provided by Mr. Watson. In March 2019, the Council appointed new members to the committee to assist with the wayfinding part of the plan, which is the next step in the process. The members that were appointed are Roy Watson, Ronda Reagan, Sally Daniel, Rob Ortiz, and Bobby Herzog. Wayfinding is essentially a consistent system of signage throughout the city that welcomes visitors at key gateways and provides directions to notable destinations within the city. A City's logo is typically used on wayfinding signs to provide a recognizable and uniform identity or brand. Mr. Gibson outlined the Wayfinding Committee's Guidelines. There was discussion.

D. DISCUSS CITY OF LOCKHART'S PROPOSED BUDGET FOR FISCAL YEAR 2019-2020.

There was discussion regarding the fund balance analysis of the Proposed General Fund for Fiscal Year 2019-2020 that included:

- Fire Department fire apparatus.
- Building Permit software.
- Funding wayfinding signage and possible grants to apply for wayfinding funding.
- Street maintenance.
- Sidewalk repair maintenance.
- Parks improvements.
- City facility improvements.
- Radio replacements.
- Updated servers, racks, peripherals, and software
- Police Dispatch remodel.

RECESS: Mayor White announced that the Council would recess for a break at 7:34 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:54 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested citizens to address the Council on items that are not on the agenda.

Miguel Zuniga, 1105 Braden, expressed concerns about a basketball court that is in the cul-de-sac on Braden Street causing a safety hazard. He requested that it be removed.

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

ITEM 4-A. HOLD A PUBLIC HEARING ON THE CITY OF LOCKHART AND LOCKHART ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2019-2020 BUDGETS.

Mayor White opened the public hearing at 7:58 p.m.

Ms. Larison stated that the City Charter requires that the City Council hold a public hearing for the Fiscal Year 2019-2020 City of Lockhart budget. Notices of public hearings on the budgets were published in the Lockhart Post-Register on August 15 and August 29, 2019.

Mayor White requested citizens in favor of or against the proposed Fiscal Year 2019-2020 budget to address the Council. There were none. He closed the public hearing at 8:00 p.m.

ITEM 4-B. HOLD THE SECOND OF TWO PUBLIC HEARINGS ON PROPOSAL TO INCREASE TOTAL TAX REVENUES FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING YEAR BY 7.5287 PERCENT.

Mayor White opened the public hearing at 8:00 p.m.

Ms. Larison stated that this is the second of two public hearings concerning the increase of tax revenues as required by the Truth in Taxation laws for the State of Texas.

Mayor White requested citizens in favor of or against the proposed Fiscal Year 2019-2020 budget to address the Council. There were none. He closed the public hearing at 8:01 p.m.

ITEM 4-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-19-06 BY THOMAS BLAUVELT ON BEHALF OF RICHARD BLAUVELT FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 2.749 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1621 NORTH PECOS STREET.

Mayor White opened the public hearing at 8:02 p.m.

Mr. Gibson stated that this is a reapplication for the same zoning request that was denied by a 3-4 vote of the Council on July 16, 2019. The 2.749-acre area proposed to be rezoned from AO to RMD is part of a 68-acre tract. The applicant plans to construct one duplex, one unit of which he will occupy on the subject property. The applicant plans to eventually develop the entire 68 acres and has prepared a layout for the subdivision. The layout will have to be modified to comply with the city's subdivision standards, and the development will require extensive public infrastructure, further rezoning, and platting at that time. Although there are no other duplexes existing in the neighborhood, the addition of one duplex would not have a significant negative impact. Current traffic is relatively low due to the limited number of homes along that street. The requested RMD zoning classification is not entirely consistent with the Lockhart 2020 Land Use Plan map designation of Low Density Residential for the area. However, the actual proposed density of the subject 2.749 acres would be a very low 0.73 dwelling units per acre for one duplex. The upper end of the low density range is generally considered to be five or six units per acre. The Sustainable Places Project plan for this area recommends a compact neighborhood, standard single-family detached homes, open-space (park) within the 68 acres, and commercial mixed-use along Colorado Street. There was discussion regarding the letters of opposition that were received. Additional letters of support were received after the council packet was distributed. Owners of property in opposition of the proposed zoning within 200 feet account for less than the 20 percent threshold that requires a $\frac{3}{4}$ majority of the City Council. Therefore, a simple majority is sufficient for approval. Mr. Gibson stated that the Planning and Zoning Commission failed to recommend approval by a vote of 2-3 and that staff recommends approval.

Mayor White requested the applicant to address the Council.

Thomas Blauvelt, 1602 Magpie Cove, Austin, Texas requested approval of the zoning change. He stated that he planned to build a duplex on the property of which he would reside in one part of the duplex and rent the other. He stated that he believed that the traffic in the area is minimal. He stated that he obtained 40 letters of support of individuals that reside in the area.

Councilmember Castillo expressed opposition to the zoning change because he believes that a new home in the neighborhood would increase property taxes for the surrounding homes. Increased property taxes would be unaffordable for the current homeowners since most of them are on a fixed income.

Councilmember McGregor questioned if the future development of the larger parcel would only have one method of egress. Mr. Blauvelt stated that the City Planner mentioned that development of the larger parcel would require an additional egress road.

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

Richard Blauvelt, 1602 Magpie Cove, Austin, spoke in favor of the zoning change. He stated that he and Thomas met with several neighbors who initially were in favor of the zoning change. During the previous public hearing on the first zoning change request, several issues of concern were expressed about public safety which he believes has been remedied. He stated that he believed that the RMD zoning was suitable for the neighborhood.

Ian Stowe, 428 Trinity Street, spoke in favor of the zoning change and stated that he believed that creating value in the neighborhood is positive.

Amanda West, 428 Trinity Street, spoke in favor of the zoning change and stated that she believed that developing and improving vacant property is positive.

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

Mayor White requested citizens against the zoning change to address the Council.

Mary Ann Gonzales, 1614 North Pecos, spoke against the zoning change. She pointed out several issues that could arise from new neighbors and that the narrow street would not be able to accommodate additional traffic.

Maria Rangel, 1415 North Pecos, spoke against the zoning change. She expressed concern about additional traffic in the neighborhood that would create a safety hazard. She requested that the Council uphold the Planning and Zoning Commission's vote to deny the zoning change.

Rose Martinez, 1513 North Pecos, spoke against the zoning change. She requested that only single-family homes be allowed in the neighborhood and that additional traffic would create a safety hazard.

Florinda Munoz, 1615 North Pecos, spoke against the zoning change. She stated that a single-family home would be more suitable for the neighborhood.

Mayor White requested additional citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:52 p.m.

ITEM 4-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-18 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 2.749 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1621 NORTH PECOS STREET, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

Mayor Pro-Tem Sanchez spoke against the zoning change because it will negatively affect the entire neighborhood.

Councilmember McGregor stated that change is coming to Lockhart that includes the proposed area and that she will vote in favor of the zoning change.

Mayor White spoke in favor of the zoning change. He stated that he did not believe the duplex would add a significant amount of additional traffic.

Councilmember Castillo made a motion to deny the zoning change/Ordinance 2019-18, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 4-3, with Mayor White and Councilmembers McGregor and Michelson opposing.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meetings of August 12, 2019 and August 13, 2019.
- 5B: Approve reconciliation and closing of the 800 MHz Frequency Reconfiguration Agreement by and between City of Lockhart, Caldwell County, and Nextel of Texas, Inc. dated January 14, 2008.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING GUIDELINES FOR THE NEW WAYFINDING COMMITTEE.

Mayor Pro-Tem Sanchez made a motion to approve the guidelines for the new Wayfinding Committee, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION OF THE CITY OF LOCKHART'S PROPOSED BUDGET FOR FISCAL YEAR 2019-2020.

Ms. Larison requested that any appropriations to the budget be made during this meeting to be included in the budget to be adopted on September 17, 2019.

There was discussion and a consensus regarding adding the following as one-time allocations:

- Radio replacements.
- New updated servers, racks, peripherals, and software.
- Police Dispatch remodel.
- Space study.

Mayor White requested that staff return with additional information about street surfacing, sidewalk maintenance, parks expenditures, and a recommendation about purchasing a fire truck.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER NOMINATIONS TO THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2020-2021 TERM.

Mayor Pro-Tem Sanchez made a motion to nominate Alfredo Munoz as the City's nominee. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

Mayor White requested appointments to boards and commissions.

Councilmember McGregor made a motion to appoint John Voigt to the Electric Board. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

- Events:
 - Diez y Seis event downtown on September 13 and 14.
 - Cemetery Clean up begins on October 1.
 - 32nd Annual Hippensteel "Classic" Lockhart Invitational was held in the City Park on August 31st.
- Staff continues to work with P1 Promotions to prepare an agreement for the Lockhart Grand Prix 2020. Staff anticipates having an agreement presented to Council during the next Council meeting.
- Staff is working through the RFP process for security guard services at the Library and anticipates bringing a recommendation back to the Council at the October 15, 2019 Council meeting.
- Mr. Miles Smith has joined the City as the first City Public Information Officer.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551. 072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. - Discussion regarding possible land acquisition.

Mayor White announced that the Council would enter Executive Session at 9:20 p.m.

ITEM 9. OPEN SESSION - Discussion and/or action regarding possible land acquisition.

Mayor White announced that the Council would enter Open Session at 9:50 p.m.

Councilmember McGregor made a motion to authorize the City Manager to pursue a verbal offer on a piece of property as discussed in closed session. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 10. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.

Councilmember Westmoreland encouraged citizens to support and attend high school football games.

Councilmember Mendoza invited everyone to the Youth Soccer Association kick-off event this Saturday. Hurts Donuts is coming to Kreuz Market to host a fundraiser for Plum Creek Elementary on Friday, September 3 from 12-2 p.m. He congratulated the High School Cross Country Team.

Mayor Pro-Tem Sanchez congratulated the Cross Country Team. She expressed condolences to the families of Joann Holcomb, Johnny Siemering, and William Billy Koehler for their loss.

Councilmember McGregor invited everyone to events this weekend.

Councilmember Castillo congratulated the Cross Country Team and wished all fall sports luck this year. He invited everyone to upcoming events and he thanked staff for their work.

Councilmember Michelson congratulated the Cross Country team and invited everyone to local sporting events.

Mayor White invited everyone to First Friday events and wished the Hispanic Chamber a successful Diez y Seis event. Go Lions!

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:57 p.m.

PASSED and APPROVED this the 15th day of October 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

REGULAR MEETING

LOCKHART CITY COUNCIL

SEPTEMBER 17, 2019

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez

Councilmember Juan Mendoza

Councilmember Jeffry Michelson

Mayor Lew White

Councilmember John Castillo

Councilmember Kara McGregor

Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager

Monte Akers, City Attorney

Julie Bowermon, Civil Service/HR Director

Sean Kelley, Public Works Director

Connie Constancio, City Secretary

Pam Larison, Finance Director

Mike Kamerlander, Economic Development Dir.

Randy Jenkins, Fire Chief

Citizens/Visitors Addressing the Council: Christy Hall of Muscular Dystrophy Association; Mark Estrada, Superintendent of LISD; and, Rosario Rodriguez, Citizen.

Work Session 6:30 p.m.

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

PRESENTATION ONLY

A. PRESENTATION OF A PLAQUE TO THE LOCKHART FIRE DEPARTMENT FROM THE MUSCULAR DYSTROPHY ASSOCIATION (MDA) FOR COLLECTING \$3,505.54 IN DONATIONS DURING THE MDA FILL THE BOOT CAMPAIGN.

Christy Hall of the MDA presented the plaque to the Lockhart Fire Department for helping collect fees for the worthy cause. Ms. Hall and the Council commended the LFD for their continued support of the Fill the Boot Campaign.

B. PRESENTATION OF A PROCLAMATION DECLARING SEPTEMBER 2019 AS "NATIONAL PREPAREDNESS MONTH".

Mayor White presented the proclamation to the Lockhart Fire Department. Chief Jenkins provided information about how citizens can sign up for emergency alerts through the *WarnCentralTexas* website.

DISCUSSION ONLY

A. UPDATE BY THE LOCKHART INDEPENDENT SCHOOL DISTRICT (LISD) REGARDING THE UPCOMING LOCKHART INDEPENDENT SCHOOL DISTRICT BOND ELECTION TO BE HELD ON NOVEMBER 5, 2019.

Mark Estrada, Superintendent of the LISD provided details about the LISD bond election that will be held on November 5, 2019.

B. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF AUGUST 20, 2019.

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

C. DISCUSS RESOLUTION 2019-21 DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT OCTOBER 15, 2019.

Ms. Larison stated that Section 105 of the Local Government Code states that “a municipality may approve, execute, and deliver any depository services contract whose term does not exceed five years”. On August 1, 2019, the City of Lockhart began the process for Request for Proposals (RFP) for Depository Banking Services. The deadline to receive the RFPs was September 4, 2019 by 4:30 p.m. The Finance department received official applications from First Lockhart National Bank and Bank OZK. All applications were evaluated in accordance with the selection criteria that was based on several factors. Ms. Larison recommended the acceptance of First Lockhart National Banks’s application as the City of Lockhart’s depository bank. There was discussion.

D. DISCUSS RESOLUTION 2019-24 AMENDING TEXPOOL AUTHORIZED REPRESENTATIVES, EFFECTIVE SEPTEMBER 17, 2019.

Ms. Larison stated that TexPool requires a Council resolution to change personnel authorized to transact business with TexPool Participant Services. This resolution will add Staff Accountant Keeli Michna as of September 17, 2019. All other representatives remain unchanged from the prior authorization. Ms. Larison recommended approval.

E. DISCUSS ORDINANCE 2019-19 ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2019-2020 AND APPROPRIATING RESOURCES BEGINNING OCTOBER 1, 2019 ENDING SEPTEMBER 30, 2020 FOR THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, AND RENEWING THE CITY’S INVESTMENT POLICY AND FUND BALANCE – STABILIZATION AND EXCESS OF RESERVE POLICIES.

Ms. Larison stated that in accordance with the provisions of Article IX, Section 9.09 of the Lockhart City Charter, a vote is required for adoption; the budget shall be adopted by the favorable vote of a majority of the members of the whole City Council. This budget sets forth the fiduciary policies for the City of Lockhart and the Lockhart Economic Development Corporation for the fiscal year October 1, 2019 and ending September 30, 2020. This budget will renew the City’s Investment Policy and Fund Balance – Stabilization and Excess of Reserve Policies. She requested any budget allocations or deletions from the budget before a vote is taken. If no allocations or deletions are presented, action can be taken to adopt the Fiscal Year 2019-2020 Annual Operating Budget for the City of Lockhart, Caldwell County, Texas. Ms. Larison provided details and there was discussion about the budget.

RECESS: Mayor White announced that the Council would recess for a break at 7:20 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:45 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested citizens to address the Council on items that were not on the agenda. There were none.

ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-19-07 BY RICARDO RODRIGUEZ ON BEHALF OF ROSARIO RODRIGUEZ FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 5.001 ACRES IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, LOCATED AT 2001 FM 1322.

Mayor White opened the public hearing at 7:50 p.m.

Mr. Gibson stated that the 5.001-acre parcel proposed to be rezoned from AO to RMD is part of a 53.302-acre tract. The applicant requests rezoning to have a zoning classification that allows manufactured homes so that a manufactured home can be placed on the property for his son. The current AO zoning does not allow manufactured homes, but the requested RMD district would allow a manufactured home upon submittal of an application for a specific use permit and approval by the Commission in a separate public hearing. There is no other area of RMD zoning nearby. However, the subject parcel is within an area designated on the Land Use Plan map as Medium Density Residential. Other than the owner's house on the remainder of his 53.302 acres adjacent to the subject parcel, and another single-family dwelling on the north side of Seawillow Road east of the subject parcel, there is no other residential development in the immediate area. The abutting property to the north may ultimately be rezoned and developed for industrial uses, as designated on the Land Use Plan map. The requested RMD zoning classification is consistent with the Medium Density Residential land use designation on the Land Use Plan map. The Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

Rosario Rodriguez, 2058 FM 1322, Lockhart stated that he wishes to gift five acres of his land to his son. He requested approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 7:52 p.m.

ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-23 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 5.001 ACRES IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, LOCATED AT 2001 FM 1322, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2019-23, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson requested that consent agenda item 5B be pulled.

Councilmember Castillo made a motion to approve consent agenda items 5A and 5C. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

5A: Approve minutes of the City Council meeting of August 20, 2019.

5C: Approve Resolution 2019-24 amending TexPool Authorized Representatives, effective September 17, 2019.

ITEM 5-B. APPROVE RESOLUTION 2019-21 DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT OCTOBER 15, 2019.

Councilmember Michelson stated that he would abstain from discussion and voting on this item.

Councilmember McGregor made a motion to approve Resolution 2019-21 designating First Lockhart National Bank as the City depository bank, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0-1, with Councilmember Michelson abstaining.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-19 ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2019-2020 AND APPROPRIATING RESOURCES BEGINNING OCTOBER 1, 2019 ENDING SEPTEMBER 30, 2020 FOR THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, AND RENEWING THE CITY'S INVESTMENT POLICY AND FUND BALANCE – STABILIZATION AND EXCESS OF RESERVE POLICIES.

Mr. Kelley provided information about the proposed street paving and maintenance projects proposed in Fiscal Year 2019-2020.

There was discussion regarding adding street and sidewalk repairs, and a new fire truck and apparatus that will be paid out of the EMS budget. Mayor White suggested that the street paving and maintenance projects listed in both the Fiscal Years 2019-2020 and 2020-2021 be included to be budgeted in the Fiscal Year 2019-2020. The fire truck will be purchased over the next two years.

There was discussion regarding one-time expenditures. Ms. Larison stated that the Council could either adopt a Resolution at a future meeting outlining all Fiscal Year 2019-2020 one-time expenditures or each project or one-time expenditure could be returned to the Council for consideration prior to purchasing each item.

Councilmember Michelson made a motion to approve Ordinance 2019-19, as presented and as amended. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-20 RATIFYING A PROPERTY TAX INCREASE OF 6.20925 PERCENT FOR FISCAL YEAR 2019-2020.

Ms. Larison stated that Section 102.007, Section C of the Lockhart Government Code states that "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code or other law." The proposed tax rate for Fiscal Year 2019-2020 is \$0.6842 per \$100 of assessed value, which is an increase of 6.20925% above the effective rate for 2019. Individual taxes may also be affected by a change in property value. There was brief discussion.

Councilmember McGregor made a motion to approve Ordinance 2019-20, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-21 LEVYING MAINTENANCE AND OPERATIONS PROPERTY TAXES FOR THE USE AND SUPPORT OF THE CITY OF LOCKHART, TEXAS AND INTEREST AND SINKING PROPERTY TAXES FOR THE DEBT SERVICE OBLIGATIONS OF THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS FOR FISCAL YEAR 2020 BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.

Ms. Larison stated that the proposed tax rate is 68.42 cents per \$100 of assessed value. The increase of 6.20925% required in the motion is the percentage by which the total property tax rate exceeds the effective tax rate. The Ordinance describes the two required components of the tax rate: Maintenance and Operations (M&O) and Interest and Sinking (I&S). State law further requires statements within the Ordinance indicating the percentage by which the tax rate exceeds the effective M&O rate. This increase is 7.32% which is based on the increase in the M&O portion of the tax rate compared to the effective M&O tax rate as calculated in the rollback calculation. State law also requires a statement regarding the amount by which taxes for maintenance and operations on a \$100,000 home will be raised. Based on the proposed tax rate, the maintenance and operations portion of the rate will be 58.62 cents per \$100 of assessed value compared to last year's M&O rate of 60.31 cents per \$100 of assessed value resulting in a decrease of \$16.90. The I&S portion of the tax rate reduced from 10.76 cents to 9.80 cents per \$100 of assessed value resulting in a decrease of \$9.60. The verbiage contained within the Ordinance is in strict compliance with requirements to Section 26.05(b)(1)(B) of the Texas Tax Code. There was discussion.

Councilmember McGregor made a motion that the property tax rate be increased by the adoption of a tax rate of 68.42 cents per \$100 of assessed value, which is effectively a 6.20925% increase in the tax rate, and to approve Ordinance 2019-21, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2019-22 REPEALING UN-CODIFIED ORDINANCE 2018-27 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL; REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE.

Ms. Bowermon stated that the Ordinance would adopt the step pay plan for Police and Fire personnel. With the Fiscal Year 2019-2020 budget, Council approved a 3% increase for police officers and a 7% increase for fire fighters effective October 1, 2019. In compliance with Civil Service, classified police and fire positions are paid per a step pay plan, which is set by ordinance. The proposed ordinance reflects increasing the step plans as approved in the budget. There was discussion.

Councilmember Westmoreland made a motion to approve Ordinance 2019-22, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING PROPOSED CONTRACT WITH P1 PROMOTIONS, LLC (P1) OF ROYSE CITY, TEXAS TO PRODUCE AND CONDUCT A KART GRAND PRIX EVENT IN DESIGNATED AREAS OF THE CITY ON SATURDAY, MAY 16 AND SUNDAY, MAY 17, 2020, AND APPOINTING THE MAYOR TO EXECUTE THE AGREEMENT.

Ms. Bowermon stated that Mark and Gina French were not able to attend the meeting. She provided details about the Kart Race and how each party would participate in the event. There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve the contract with P1 Promotions, LLC to produce and conduct a Kart Grand Prix Event in designated areas of the city on May 16 and 17, 2020, and appointing the Mayor to execute the agreement. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-E. UPDATE REGARDING NEW STATE LAWS AFFECTING LOCAL DEVELOPMENT REGULATIONS.

Mr. Gibson provided an update about legislative bills, and outlined how the different sections of the zoning ordinance and subdivision regulations would be amended to be in compliance with State law. There was discussion.

ITEM 6-F. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2019-22 NAMING THE CITY OF LOCKHART'S NOMINEE(S) TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT (CCAD) FOR THE 2019-2020 TERM.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2019-22, as presented naming Alfredo Munoz as the City's nominee. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

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

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

- Submission of the August 2019 Revenue and Expenditure Report.
- Library Updates:
 - Wednesday, September 11, 2019 Children's performer Hei Lolly to perform for preschool storytime at 10:00 a.m.
 - Saturday, September 14, 2019 at 7 p.m. Reception in the Clark Building for Mexican Consulate. Sponsored by the Greater Caldwell County Hispanic Chamber of Commerce and City of Lockhart.
 - Evening with the Songwriters at the Library special guest Hogan and Moss, Tuesday, September 23, 2019 at 7 p.m.
- Events:
 - The Hispanic Chamber of Commerce held their annual Diez y Seis celebration downtown this weekend.
 - Texas Swing Festival will be held downtown September 28th. This is the second year that Lockhart has been the host City for the event.
 - The "Big Top" is scheduled for October 2nd. The event which is being billed as Circus "Saurus" will have carnival foods, pond rides, circus entertainment, and DINOSAURS. Two performances at the City Park are scheduled for 4:30 p.m. and 7:30 p.m.
 - Cemetery Clean Up Begins October 1st.
 - National Night Out will be held on October 1st.
- Water Projects:
 - Staff continues to install the new 12" water main of South Commerce Street (FM 1322). They are about 35% complete with the project.
 - Contractors have started mobilizing for Phase II of the 18" SH130 Water Main by installing storm water protection.

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

Councilmember Mendoza congratulated the Hispanic Chamber on a successful Diez y Seis event. He also congratulated the Gutierrez family for opening a second restaurant in Lockhart.

Mayor Pro-Tem Sanchez congratulated the Hispanic Chamber on a successful Diez y Seis event. She expressed condolences to the families of Mike Johnson and Ricky Spencer for their loss.

Councilmember McGregor congratulated the Hispanic Chamber on a successful Diez y Seis event. She expressed condolences to the Collins family for this loss.

Councilmember Castillo expressed condolences to those that have lost a loved one. He congratulated the Hispanic Chamber on a successful Diez y Seis event. He wished several a Happy Birthday this month. He encouraged citizens to get along with and respect their neighbors.

Councilmember Michelson congratulated the Hispanic Chamber on a successful Diez y Seis event.

Mayor White stated that he was out of town during Diez y Seis and he congratulated the Hispanic Chamber on a successful event. He thanked staff for working on the Fiscal Year 2019-2020 budget.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:26 p.m.

PASSED and APPROVED this the 15th day of October 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action regarding a proposal by Premier Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$16.85 per hour and authorizing the Mayor to execute all required documents.

ORIGINATING DEPARTMENT AND CONTACT: Administration, Julie Bowermon

ACTION REQUESTED:

- ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION:

Security guard services have been in place at the Library since March 2017. When LISD is in session, the security guard is present in the library in the afternoons and all day on Saturdays. On days that LISD is not in session, for example Spring and Summer Break, the guard is present for a majority of the hours that the library is opened. 4J Security Services has provided security services at the Library for the past year. They elected to end providing security services as of August 2019.

Request for proposals were sought in compliance with state law. 4 proposals were received. Universal Security Guard Association submitted the lowest proposal. However, their proposal was incomplete and was therefore rejected. Premier Protective Services submitted the second lowest proposal. Reference checks have been performed and show a history of satisfied customers. The company will provide general liability and workers' compensation insurance. If approved, Premier Protective Services anticipates having a guard in place by October 21, 2019.

The proposed agreement allows for termination if services are not satisfactory to the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: \$ 33,481 Account Number: 100 – 5420 – 299
Funds Available: \$ 35,000 Account Name: Other Contracts and Services

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 proposal by Premier Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$16.85 per hour.

LIST OF SUPPORTING DOCUMENTS: RFP, Bid Tab, Cost of Services Sheet, Proposed Security Guard Services Agreement.

Department Head initials:



City Manager's Review:



REQUEST FOR PROPOSALS

The City of Lockhart, Texas seeks proposals until 11am, September 13, 2019, from qualified licensed professional firms to perform unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library, 217 S. Main, Lockhart, Texas.

Interested qualified service providers that specialize in this type of service may request a scope of services by contacting Julie Bowermon at (512) 398-3461 during normal business hours or online at www.lockhart-tx.org. Proposals marked externally "Security Services" may be mailed to City of Lockhart P.O. Box 239, Lockhart, Tx 78644 or delivered to 308 W. San Antonio Street. Proposals not received by the specified date and time will be rejected. Proposals must provide at least 5 current references. The City of Lockhart reserves the right to reject any or all proposals. Successful company must provide insurance coverage certificates for workers' comp and general liability naming City of Lockhart as additional insured.

SCOPE OF SERVICES

Unarmed, uniformed security guard at Lockhart Library, 217 S. Main, Lockhart
Officer stationed in a highly visible location within the perimeter of Library

Officer reviews security camera surveillance, and performs periodic foot patrols of the facility to promote safety, detect suspicious and abnormal activity, corrects unruly behavior, and takes action as appropriate working with Library Director, staff, and Lockhart Police

MWF 2pm-6:30pm on days Lockhart ISD is in session

MWF 10am-6:30pm on days Lockhart ISD NOT in session

TH 2pm-8:30pm on days Lockhart ISD is in session

TH 10am-8:30pm on days Lockhart ISD is NOT in session

Sat 9am-3:30pm

Sun - Closed, no guard

Bid Opening Results - September 13, 2019

Project: Security Officer Services for City of Lockhart Dr. Eugene Clark Library

Company	Address	Number	Contact	Per Hour	Overtime /Holiday	Workers' Comp/General Liability proof provided	DPS License	
International Security Agency	1001 E. Fern D414, McAllen, TX 78501	956-609-2105	Jerry Brumley	\$19.00		Yes	C15914	
Vets Securing America	10803 Gulfdale, Suite 125, San Antonio, TX 78216	800-441-1808	Gerald Gregory	\$19.49	\$27.29	Yes	C15768	
Universal Security Guard Association, Inc	benard@universalsecuritygroup.com	863-257-1844	Benard Williams	\$15.10		Yes	B07360001	failed to included references, proposal incomplete
Premier Protective Services	2695 Villa Creek, B172, Farmers Branch, TX 75234	214-702-4467	Danny Lovelady	\$16.85	\$25.28	Yes	B20645	

37



Cost of Services

Contained herein is a cost sheet reflecting the hourly rates offered to **DR. EUGENE CLARK LIBRARY**. Hours of security coverage may change with circumstances. Therefore, we will work with you to determine the exact amount of coverage required. Any schedules will be formulated accordingly. All rates are for *type of* personnel.



The base hours will be approximately 40 hours per week (on your annual of 2123 hrs.)

Unarmed Guard = \$16.85 per hour

~~Client Requested Overtime and Holidays = one and one-half times the base rate~~ OMIT

~~Special Event Coverage~~

~~Same basic rate with seven (7) day notice:~~ OMIT

~~Less than seven (7) day notice subject to Premium Rate.~~



STATE OF TEXAS)
)
COUNTY OF CALDWELL) CITY OF LOCKHART

SECURITY GUARD SERVICES AGREEMENT

This agreement will begin on _____, 2019, by and between the City of Lockhart, Texas (the City) and **Premier Protective Services** (the Contractor), licensed by the Texas Department of Public Safety pursuant to Texas Occupations Code, Secs. 1702 et. seq., to provide security services for the City’s Dr. Eugene Clark Library (the Library), 217 South Main Street, Lockhart, Texas, including library buildings, surrounding library grounds, and adjacent parking areas. References to the LISD refer to the Lockhart Independent School District.

1. Contractor Services: The Contractor will perform the following services for the City at the Library:

1.1 The Contractor will provide unarmed, uniformed, state licensed security guards according to the following schedule:

MWF: 2 p.m. – 6:30 p.m. on days when the LISD is in session.

MWF: 10 a.m. – 6:30 p.m. on days when the LISD is not in session.

TH: 2 p.m. – 8:30 p.m. on days when the LISD is in session.

TH: 10 a.m. – 8:30 p.m. on days when the LISD is not in session.

SAT: 9 a.m. – 3:30 p.m.

SUN: No security guard—Library is closed.

The above schedule may be amended upon mutual agreement between the City and the Contractor.

The City will provide the Contractor with the LISD session schedules as they are made available by the LISD. If the Contractor is unsure if the LISD is in or not in session on a particular date, the Contractor will contact the LISD and the Library to determine the hours when security services are to be provided.

1.2 The Contractor will:

(a) Abide by the Texas Department of Public Safety licensing requirements.

(b) Follow the City’s and the Library’s rules, guidelines, and procedures, where these are provided.

(c) Periodically conduct checks of adjacent parking areas and library grounds, as well as of locations within library buildings.

(d) Respond to calls for assistance by City staff, Library staff and the public, and provide assistance if incidents occur in the Library, surrounding grounds, and adjacent parking areas.

(e) Conduct physical searches of property (e.g.: bags, purses, coats, backpacks, briefcases, etc.) as necessary in order to maintain the safety of library staff, the public, and the security guard.

(f) Carry portable radios supplied by the City to keep in communication with Library staff, and immediately report any malfunctioning radio.

(g) Maintain a log of incidents, immediately report incidents involving assaultive behavior or other criminal activity to Library staff and/or the Lockhart Police Department, and provide copies of incident reports to the Library and/or the City.

(h) Maintain order in the Library buildings, surrounding library grounds, and adjacent parking areas, and secure and protect Library property.

(i) Notify the Library staff of any hazards or unsafe conditions.

(j) Perform other reasonable security guard duties that are requested by the Library.

1.3 The Contractor is responsible for the direct supervision of all security guard personnel.

1.4 The Contractor warrants that the Contractor is certified, approved and/or licensed by all Federal, State and/or local agencies or departments that have jurisdiction to regulate all activity performed by the Contractor. Contractor will abide by all rules, guidelines and procedures set forth by such agencies or departments. Proof of such certification, approval or licensure will be provided to the City within five (5) days of execution of this agreement. The Contractor warrants he/she will maintain and renew the certification, approval and/or licensure, and will immediately contact the City and the Library if the Contractor is no longer certified, approved and/or licensed. Loss or termination of such certification, approval and/or licensure will immediately terminate this agreement.

1.5 The Contractor will not assign any employee/agent to the Library who has been convicted of any felony or has been convicted of a misdemeanor involving moral turpitude. The Contractor will ensure, to the extent allowed by law, that the Contractor has conducted criminal background checks on all employees/agents assigned to the Library, and that nothing revealed by the background checks creates a reasonable doubt about the use of the employees/agents as security guards at the Library. The Contractor acknowledges that young children and adolescents frequent the Library and must have a safe environment.

1.6 The Contractor will be fully responsible for payment of any and all taxes and insurance, including, but not limited to income taxes and payroll taxes (such as FICA and Unemployment Insurance, etc.) and will make such statutory filings as may be required by law.

1.7 The Contractor will ensure that each of its security guards will become familiar with the Library and Library personnel on or before the first day that a security guard begins security services at the Library.

1.8 The Contractor will obtain Workers' Compensation insurance coverage for its employees, and have a liability insurance policy listing the City as a named insured, with coverage in the amounts of \$50,000 for property damage, and \$500,000 per person/ \$1,000,000 per occurrence for personal injury, including death. Proof of such coverage is required prior to commencing any work hereunder.

1.9 Security guards will wear a uniform provided by the Contractor. Uniforms will have a professional appearance and be worn clean and wrinkle-free. Uniforms will display proper security identification such as security logo and/badge or name tag, and must be approved by the Texas Security Bureau.

1.10 The Contractor will provide the Library with a list of names of personnel assigned to the Library. If there is a change in staffing and new personnel are assigned, the Contractor will notify the Library and provide the names of the new employees prior to starting their assignments.

1.11 The City and the Library reserve the right, at either's sole discretion and for any reasonable ground, to require the Contractor to remove any security guard and provide a suitable replacement.

2. Compensation and Invoices: The City will pay the Contractor **\$16.85** per hour, per security guard, for security guard services at the Library. The Contractor will submit claims or invoices, bearing Contractor's letterhead, no later than five (5) days from the last day of the month for which payment is requested. The invoice will provide the number of hours worked per day, per security officer, and will be signed and dated by authorized personnel. The Contractor will maintain an on-site time sheet with a copy of such accompanying each invoice.

3. Records:

3.1 The Contractor will maintain and make available for inspection, audit or reproduction, by an authorized representative of City, documents and other evidence pertaining to the cost and expenses for this agreement (the Records).

3.2 The Contractor will maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

4. Payment by the City: Each invoice submitted by the Contractor per paragraph 2 of this agreement will be paid within 30 days of receipt by the City. If a conflict arises regarding a billing amount, the City will pay all uncontested amounts and will give written notice of the conflict to the Contractor within three

business days of the City's discover of the conflict. The parties will work in good faith to resolve a conflict about a billing amount.

5. Term, Termination and Notice:

5.1 Term: This agreement will be effective on the date noted above and will continue through **September 30, 2020**. This agreement may be renewed for one year periods, at the **\$16.85** hourly fee charge, upon mutual written agreement of the parties prior to the expiration of the initial or any subsequent term, if funding is appropriated within the budget by the City Council for the service to continue.

5.2 Termination: Either party may terminate this agreement giving thirty (30) days written notice to the other party. The City may immediately terminate this agreement without notice in the event that the Contractor materially breaches a provision of this agreement. Contractor will cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

5.3 Notice: Notices required by this agreement, or by state or federal law, will be mailed by certified mail, return receipt, or by facsimile, to:

For the City and the Library:

City Manager
City of Lockhart
308 West San Antonio Street
Lockhart, Texas 78644
Facsimile: 512-398-5103

Director of Library Services
Dr. Eugene Clark Library
217 South Main Street
Lockhart, Texas 78644
Facsimile: 512-398-8316

For the Contractor:

Mr. Danny Lovelady, President
Premier Protective Services
2695 Villa Creek Drive, Suite B172
Farmers Branch, Texas 75234
Facsimile: 216-731-5002

6. Independent Contractor: Nothing contained herein will be construed as creating the relationship of employer and employee between the City/Library and the Contractor. The Contractor will be deemed at all times to be an independent contractor.

7. Assignment: The Contractor will not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of City.

8. Venue: This agreement will be governed and construed according to the laws of the state of Texas. This agreement is performable in the City of Lockhart, Texas.

9. Indemnification: The Contractor will defend, indemnify and hold harmless City, the Library, and their officers, agents, employees and servants from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of the Contractor, its agents, employees, or servants. The Contractor will pay any and all damages assessed against the City and/or the Library, its officers, agents employees, and servants arising out of such negligence or intentional acts.

10. Entire Agreement: This document expresses the entire agreement between the parties and will not be amended or modified except by written instrument signed by the parties.

11. Enforcement: In the event that any portion of this agreement will be found to be invalid or unenforceable, the remaining terms and conditions will be severed and will remain in full force and effect.

12. Conflict Resolution: If a conflict arises pursuant to this agreement or any part thereof, the parties agree to act in good faith to resolve the conflict. If resolution is not reached within 30 days of notice by one party to the other of the conflict, the parties agree to enter into mediation by an independent mediator before filing a law suit, unless suit must be filed to protect a claim because of a statute of limitation.

13. Non-Discrimination and Equal Opportunity: The Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

Executed on the dates noted below:

CITY OF LOCKHART, TEXAS

Lew White, Mayor

Date: _____

Attest:

Connie Constancio, TRMC, City Secretary

PREMIER PROTECTIVE SERVICES

Danny Lovelady, President

Date: _____

City of Lockhart, Texas

Council Agenda Item

Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action regarding confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: City Manager, Steven Lewis

ACTION REQUESTED:

- | | | | |
|--|--|---------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION | <input type="checkbox"/> CHANGE ORDER | <input type="checkbox"/> AGREEMENT |
| <input type="checkbox"/> APPROVAL OF BID | <input type="checkbox"/> AWARD OF CONTRACT | <input type="checkbox"/> CONSENSUS | <input checked="" type="checkbox"/> OTHER |

BACKGROUND/SUMMARY/DISCUSSION: In 2017, Mr. Sanders was appointed to fill the unexpired term of long time serving Civil Service Commissioner Mr. Doug Shomette. The term will expire January 1, 2020. Mr. Sanders has graciously agreed to continue serving on the commission for an additional three (3) year term expiring January 1, 2023.

Mr. Sanders has previously served the community as Mayor, Councilmember, on various boards, and as a volunteer. Both the City Manager and Civil Service Director concur that he has been, and will continue to be, an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

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: Both the City Manager and Civil Service Director recommend that Council confirm by vote the reappointment of Mr. Raymond Sanders as respectfully requested.

LIST OF SUPPORTING DOCUMENTS: History – June 6, 2017 City Council minutes.

Department Head initials:

City Manager's Review:

HISTORY

LOCKHART CITY COUNCIL
REGULAR MEETING

JUNE 6, 2017

6:30 P.M.

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

Council present:

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

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

Charter Review Members present:

Ray Sanders, Chair
Roland Velvin

Alan Fielder, Vice-Chair
Bill Hernandez

Staff present:

Vance Rodgers, City Manager
Peter Gruning, City Attorney
Jeff Hinson, Finance Director
Julie Bowermon, Civil Service Director

Connie Constancio, City Secretary
Dan Gibson, City Planner
Kevin Waller, Assistant City Planner

Citizens/Visitors Addressing the Council: Ray Sanders, Chair of the Charter Review Commission,
Citizens: Chester Patton, Lydia Serna, James Quezada, Teri Davidson, Lisa Mendoza, Dami Corpus, Chuck
Keplar, Clemente Medellin, and Erik Corredor.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF MAY 16, 2017.

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

B. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION (CSC) MEMBER APPOINTMENT OF MR. RAYMOND SANDERS TO FILL THE REMAINDER OF THE UNEXPIRED TERM OF MR. DOUG SHOMETTE, EXPIRING JANUARY 1, 2020 AS RECOMMENDED BY THE CITY MANAGER.

Mr. Rodgers stated that Doug Shomette, Chairman has served on the commission for the past 10 years, with his most recent appointment expiring January 1, 2020. He has recently relocated closer to family and has resigned from the Civil Service Commission creating a vacancy. According to Civil Service regulations, if a vacancy occurs the City Manager shall appoint a person to serve for the remainder of the unexpired term.

Mr. Sanders has graciously agreed to serve on the commission for the unexpired term. Mr. Sanders has previously served the community as Mayor, Councilmember, on various boards, and as a volunteer. Both the City Manager and Civil Service Director concur that he will be an asset to the Civil Service Commission. Mr. Rodgers recommended approval.

45

HISTORY

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A, 5B, and 5C (with correction). Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meeting of May 16, 2017.
- 5B: Approve confirmation of Civil Service Commission member appointment of Mr. Raymond Sanders to fill the remainder of the unexpired term of Mr. Doug Shomette, expiring January 1, 2020 as recommended by the City Manager.
- 5C: Approve confirmation, according to Civil Service Law (Section 143.013), of Mr. Jerry Doyle as the City Manager's appointment to Interim Fire Chief for the City of Lockhart effective June 7, 2017, until such time as a Fire Chief is appointed by the City Manager and confirmed by the City Council. (as corrected)

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING THE POSSIBILITY OF MOVING THE BAD WEATHER EARLY WARNING SIREN FROM NEAR CLEARFORK AT MOCKINGBIRD TO THE WEST ABOUT 300 FEET AND MAKING ADJUSTMENTS TO THE ANGLES OF OTHER SIRENS TO PROVIDE SUFFICIENT DECIBEL OVERLAPS FOR A NEGOTIATED PRICE OF \$3,200.

Councilmember Michelson thanked the City Manager for working on researching and negotiating an option to relocate the weather warning siren from Clearfork at Mockingbird.

Councilmember Michelson made a motion to approve moving the bad weather early warning siren from near Clearfork at Mockingbird to the west about 300 feet, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 5-2, with Councilmembers Castillo and Mendoza opposing.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER THE CHARTER REVIEW COMMISSION'S RECOMMENDED AMENDMENTS TO THE CITY CHARTER OF THE CITY OF LOCKHART.

Councilmember Hilburn made a motion to approve the nine charter amendment propositions, as presented, and to direct staff to post details about the proposed charter amendments in an upcoming newsletter in addition to the newspaper publications as required by the Texas Election Code. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER THE PRELIMINARY BUDGET AND TAX RATE ADOPTION CALENDAR.

Mayor Pro-Tem Sanchez made a motion to accept the calendar, as presented. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

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

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

Mayor Pro-Tem Sanchez made a motion to appoint Alfredo Munoz to the Lockhart Economic Development Corporation contingent upon receipt of the application. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

Mayor White made a motion to appoint Paul Rodriguez to the Planning and Zoning Commission contingent upon receipt of the application. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and /or action to consider Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart for a School Resource Officer during the 2019-2020 school year.

ORIGINATING DEPARTMENT AND CONTACT: Police Department, Chief Ernest Pedraza, 512-398-4401

ACTION REQUESTED:

- ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION:

The Interlocal agreement between the Lockhart Independent School District ("Lockhart ISD") and the City of Lockhart is to provide two School Resource Officers (SRO) for the school year 2019-2020. The purpose of this agreement is to set forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students. One officer will be assigned to the Junior High School and one officer will be assigned to the High School.

The LPD fees for the SRO are increased from the last school year to equal the police officer salary increases.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

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: City Manager and Police Chief recommend approval of the Interlocal Agreement.

LIST OF SUPPORTING DOCUMENTS: Copy of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart.

Department Head initials:

EP

City Manager's Review:



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Lockhart Independent School District (“Lockhart ISD”), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as “the City”). Collectively, Lockhart ISD and the City may be referred to as the “Parties.”

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department (“LPD”) and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to

address on-site security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the LPD.

**Article 2 SRO PROGRAM
STRUCTURE**

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

**Article 3 SERVICES TO BE
PROVIDED**

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School and Lockhart Junior High School campuses for the 2019-2020 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
 - a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code § 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 REPORTING DUTIES: Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District at no cost to the school district. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested withal powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs placed with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs placed with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar plus two additional days, as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 30% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7
RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2019, and continue through June 30, 2020, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

- 9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

- 9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ day of September 2019.

CITY OF LOCKHART, TEXAS

By _____
Lew White, Mayor, City of Lockhart

ATTEST:

By _____
Connie Constancio, TRMC City
Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____
Steve Johnson, President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School Board

2019-2020 SRO Cost Summary
Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 56,580.80	\$ 60,030.00	\$ 74,641.20	\$ 191,252.00
Benefits	\$ 23,763.94	\$ 25,212.60	\$ 31,349.30	\$ 80,325.84
12 month total cost	\$ 80,344.74	\$ 85,242.60	\$ 105,990.50	\$ 271,577.84
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 53,148.04	\$ 56,387.98	\$ 70,112.72	\$ 179,648.74
Times percent of time charged to LISD:	100%	100%	30%	
Total LISD Salary/benefits costs	\$ 53,148.04	\$ 56,387.98	\$ 21,033.82	\$ 130,569.84
Cost per hour	\$ 38.63	\$ 40.98	\$ 15.29	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ -	\$ 14,079.90
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ -	\$ 10,102.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ -	\$ 2,020.40
Grand Total	\$ 61,198.19	\$ 64,438.13	\$ 21,033.82	\$ 146,670.14
Cost per hour:	\$ 44.48	\$ 46.83	\$ 15.29	\$ 53.30

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action to consider approval of Ordinance 2019-25 amending the Lockhart Code of Ordinances, Chapter 58, Utilities, Section 58-141, entitled "Definitions" and Section 59-142, Entitled "Water Rates" adjusting water rates to cover increased costs of new water supply land leases and for new water supply debt payments. This ordinance shall become effective with the first utility billing cycle in November 2019.

ORIGINATING DEPARTMENT AND CONTACT: Finance – Pam Larison

ACTION REQUESTED:

X ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION: This ordinance puts in place rates to provide revenues that are reflected in the FY 19-20 Budget to cover costs associated with the new water supply land leases and for new water supply debt payments. Information was provided to Council and the public in September 2018 during the presentation of the Carrizo Water Supply Project with GBRA and its cost effect on the City of Lockhart. Intermittent rate increases are scheduled until 2034 to cover these costs. The FY 19-20 water rate increase is no more than 1.67% and varies for residential, commercial and industrial use.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: -
Account Number: -
Funds Available: -
Account Name: -

FISCAL NOTE (if applicable):

Previous Council Action:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests approval of the ordinance as presented.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2019-25

Department Head initials:



City Manager's Review:



ORDINANCE 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE LOCKHART CODE OF ORDINANCES CHAPTER 58, UTILITIES, SECTION 58-141, ENTITLED "DEFINITIONS" AND SECTION 58-142, ENTITLED "WATER RATES" PROVIDING FOR CHANGES IN WATER RATES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council has determined based on staff recommendation that water ordinance definitions need to be amended and city water rates need to be increased to cover costs for new water supply land leases and for new water supply debt payments for the City of Lockhart; and

WHEREAS, the Lockhart City Council has determined that new water supplies are necessary for the future of the community and the costs of the new water supplies must be covered in water rates as allowed by state law and approved by the City Council in open session; and

WHEREAS, the Lockhart City Council finds that this ordinance serves a public purpose by providing for the supply of potable water for future city growth and use, and that is necessary for the health, safety and welfare of the community.

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas, that Chapter 58, Utilities, Section 58-141 and Section 58-142 of the Code of Ordinances, City of Lockhart, Texas, are hereby amended to read as follows:

I.

Sec. 58-141. Definitions.

For the purpose of this division, certain terms are hereafter defined:

All other non-residential customers shall mean to consist of all of the customers, whether small business or commercial/industrial, which are not classified as residential customers.

Residential customers shall mean to consist of single-family residential customer and multifamily residential customers for all domestic residential water use. This class shall include duplexes up to and including apartment residential units. Residential rates shall apply. Commercial base rates shall apply for multifamily unit offices in this class of customer. Where there is one or more common occupant water meter and occupants do not pay the city directly for electric service, the owner(s) must pay all applicable water charges for each occupant.

Fixed base charge shall mean that monthly dollar amount that is charged for water utility service, even if there is no consumption, for all customers classes.

Water Development Debt Service Fee shall mean that monthly dollar amount (Residential-\$1.00 and All other non-residential customers-\$1.50) that is charged in addition to the *Fixed Base Charge* for debt service development costs of new water sources.

Water Development Lease Rate shall mean that rate (Residential-\$0.90 and All other non-residential customers- \$0.90) per 1,000 gallons used for land lease development costs for new water sources in addition to operations and maintenance costs.

Sec. 58-142.- Water rates.

(a) The schedule of monthly rates or charges for water services furnished by the city for all residential customers shall be as follows:

(1) A fixed base charge of \$22.10 and a *Water Development Debt Service Fee* of \$1.00 (\$23.10 total) are charged per residential living unit customer per month. Where the residential living unit customer pays the fixed base charge but does not pay for consumption due to receiving water through master meter, the fixed base charge will be \$15.60 per month and a *Water Development Debt Service Fee* of \$1.00 (\$16.60 total).

(2) A charge per 1,000 gallons including the *Water Development Lease Service Rate* of:

\$4.80 between 2,001---6,000 gal.

\$5.05 between 6,001---8,000 gal.

\$5.30 between 8,001---10,000 gal.

\$6.05 greater than 10,000 gal.

(b) The schedule of monthly rates or charges for water services furnished by the city for all other nonresidential customers will be as follows:

(1) A fixed base charge of \$32.83 and a *Water Development Debt Service Fee* of \$1.50 (\$34.33 total) are charged per nonresidential unit customer per month. Where the nonresidential unit customer pays the fixed base charge but does not pay for consumption due to receiving water through a master meter, the fixed base charge will be \$25.83 per month and a *Water Development Debt Service Fee* of \$1.50 (\$27.33 total).

(2) A charge per 1,000 gallons including the *Water Development Lease Rate* of:

\$4.80 between 2,001---6,000 gal.

\$5.30 between 6,001---8,000 gal.

\$5.45 between 8,001---10,000 gal.

\$6.05 greater than 10,000 gal.

(c) Surcharge for out-of-city customers. All out-of-city customers, who are defined to be any customer who lives outside the city limits or corporate municipal boundaries as those now exist or are hereafter amended, in addition to all of the other rated set forth in this division, shall be charged a fixed monthly surcharge of \$5.00 per customer.

(d) Water plant--- Sales of water.

(1) *Conditions of sales.* Treated water may be sold at the Lockhart Water Treatment Plant to the general public for domestic drinking water for human or animal consumption only. A minimum of 24 hours' notice to the Lockhart Water Treatment Plant must be provided to arrange pickup. Pickup of such water shall comply with all Texas Commission on Environmental Quality regulations. The sales of water at the water plant for construction projects of any type or for the filling of swimming pools or any other recreational use are expressly prohibited.

(2) *Rates of water sales at water treatment plant.* Rates shall be as follows:

2,000 gallons or less.....\$25.00 minimum

For each additional 1,000 gallons.....\$8.00 each

(all other sections and subsections remain unchanged)

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

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

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

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

VI. Effective Date: This ordinance shall become effective with the first utility billing cycle in November 2019.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2019.

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

66

City of Lockhart, Tx

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action to consider approval of Resolution 2019-25 establishing fees to reflect the recovery of revenues due to the 4.1% vendor rate increase according to contract with Central Texas Refuse (CTR) for residential solid waste collection, disposal, recycling services, and commercial waste collection/disposal services and establishing fees for other solid waste services reflecting landfill and disposal rate increases.

ORIGINATING DEPARTMENT AND CONTACT: Finance – Pam Larison

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION: This resolution is bound by a contractual agreement with Central Texas Refuse for an annual rate increase of 2.5% plus an additional percent according to the June Consumer Price Index (CPI); which was 1.6% making the increase in services from CTR 4.1% for the FY 2019-2020. The City of Lockhart Annual Operating Budget reflects the increase in services and revenues of 4.1%.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: -
Account Number: -
Funds Available: -
Account Name: -

FISCAL NOTE (if applicable):

Previous Council Action:

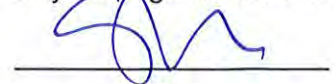
STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request approval of the resolution as presented.

LIST OF SUPPORTING DOCUMENTS: Letter from CTR – October Rate Adjustment 2019 and Resolution 2019-25.

Department Head initials:



City Manager's Review:



August 21, 2019

To: Steve Lewis – City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

From: Michael E. Lavengco – General Manager
CTR – Central Texas Refuse, Inc.
P.O. Box 18685
Austin, TX 78760

RE: October Rate Adjustment 2019

Mr. Lewis,

I want to thank the Mayor and Council once again for allowing CTR the opportunity to provide Lockhart's Waste & Recycling collection services for the past several years. It has been a pleasure working for the citizens of Lockhart and City Staff. We look forward to many more years as your partner and provider.

As you are aware, as a result of our contract extension, effective October 1, 2019 we will be implementing the agreed upon 4.1% rate adjustments on both residential and commercial rates as outlined in Exhibits A & B of the new contract amendment dated January 8th, 2015. Therefore, your October invoice will reflect these changes.

Should you have any questions, or if I may be any further assistance, please do not hesitate to contact me. Thanks again for your cooperation and support.

Sincerely,

Michael E. Lavengco



68

RESOLUTION 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING FEES TO REFLECT THE RECOVERY OF 4.1% VENDOR RATE INCREASES APPROVED RECENTLY FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES AND ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICES

WHEREAS the Lockhart City Council recognizes the need for providing solid waste collection, disposal, recycling services and commercial waste collection/disposal services for the citizens of Lockhart in the interest of public health and welfare; and

WHEREAS the Lockhart City Council recognizes that fees must be established and collected using City/Contactor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT THE FOLLOWING RATES FOR SOLID WASTE COLLECTION, TRANSPORTING, DISPOSAL, AND RECYCLING ARE HEREBY ADOPTED AND SHALL BE EFFECTIVE THE 1ST BILLING CYCLE IN NOVEMBER, 2019.

	<u>RATES</u>
I. Residential Hand Collection fee per month with 95 gallon cart (each dwelling unit)	\$ 21.20
II. Residential Senior Hand Collection fee per month with 95 gallon cart (each dwelling unit) (discount if qualified) 35 gallon cart	\$ 13.15 \$ 13.15
III. Residential Disabled Hand Collection fee per month with 95 gallon cart (each dwelling unit) (discount if qualified) 35 gallon cart	\$ 13.15 \$ 13.15
IV. Residential, Senior, Disabled fee per month for <u>extra</u> 95 gallon cart <u>extra</u> 35 gallon cart	\$ 7.23 \$ 6.19
V. Commercial Hand Collection fee per month with 95 gallon cart (each commercial unit)	\$ 34.04
VI. Commercial Hand Collection fee per month extra 95 gallon cart (each commercial unit)	\$ 34.04
VII. Residential Dwelling Unit with Trash Bin Collection-Minimum Charge (each dwelling unit)	\$ 21.20
VIII. Commercial Unit with Trash Bin Collections-Minimum Charge	\$ 34.04

(Attachment "A" – Summary of Hand Collection and Bin Collection per unit)

IX. Residential solid waste requiring special handling	
1. Rate for bundle waste:	
i. Minimum one-fourth hour	\$ 6.00
ii. One-half hour	\$ 12.00
iii. Three-fourths hour	\$ 18.00
iv. Hourly rate	\$ 24.00
2. Rate for bulky waste:	

- i. Minimum (with refrigerant gases) each item \$ 38.00
 - ii. Minimum (without refrigerant gases) one-fourth hour \$ 12.00
 - iii. One-half hour (minimum) \$ 20.00
 - iv. Three-fourths hour \$ 30.00
 - v. Hourly rate \$ 40.00
3. Brush Chipping Services (not to exceed 12 cubic yard per visit; Limbs not over 8" in diameter, otherwise bulky rate apply).
- i. Minimum per ¼ hour \$ 10.00

X. Public Works Site Disposal Fees

(Should the city for whatever reason elect not to collect this material, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of the waste material.)

- (1) For residential utility customers per cubic yard \$ 4.00
 - a. Maximum of up to three 35-gallon containers, per trip \$ 4.00
 - b. Pickup truck, per trip (max. four cubic yards) \$ 16.00
 - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 32.00
 - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 32.00
 - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 40.00
 - f. Single axle dump truck, per trip (max. six cubic yards) \$ 50.00
 - g. Tandem dump truck, per trip (max. 12 cubic yards) \$ 60.00
- (2) For nonresidential utility customers, per cubic yard \$ 8.50
 - a. Maximum of up to three 35-gallon containers, per trip \$ 8.50
 - b. Pickup truck, per trip (max. four cubic yards) \$ 18.00
 - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 36.00
 - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 26.00
 - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 48.00
 - f. Single axle dump truck, each trip (max. six cubic yards) \$ 56.00
 - g. Tandem dump truck, per trip (max 12 cubic yards) \$100.00

Note: Debris and waste from demolitions of structures with more than 120 square feet will not be accepted. The contractor or owner must transport or contract for transport the disposal of such material to an approved licensed landfill.

- (3) Tires will be accepted from city residents for disposal and will be subject to the following fees per rim size:
 - a. 15 inches or less, per tire with rim removed \$ 8.00
 - b. 15 inches or less, per tire mounted on rim \$ 12.00
 - c. More than 15 inch & less than 20 inches, per tire with rim removed \$ 8.00

d. More than 15 inch & less than 20 inches, per tire mounted on rim	\$ 12.00
e. 20 inches or more, per tire with rim removed	\$ 24.00
f. 20 inches or more, per tire mounted on rim	\$ 38.00
(4) White goods (stoves, refrigerators and freezers without refrigerant, washers, dryers, etc.), furniture items, and electronic items	\$ 23.58
Refrigerators, freezers, air conditioners with refrigerant	\$ 39.56

- | | |
|---|--------------------|
| XI. Recycling Service Fees | See Attachment "B" |
| XII. Trash Bin Service Fees | See Attachment "C" |
| XIII. Roll Off Trash Container Services | See Attachment "D" |

Passed and approved this the _____ day of _____, 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

CITY OF LOCKHART TRASH SERVICES FY 19-20 Hand Collection Summary

Type of Customer	95 Gallon Cart-Minimum		Additional 95 Gallon Cart		35 Gallon Cart-Minimum		Additional 35 Gallon Cart	
	Now	New	Now	New	Now	New	Now	New
Residential Living Unit	\$ 20.36	\$ 21.20	\$ 6.19	\$ 7.23			\$ 5.94	\$ 6.19
Qualified Seniors/Disabled	\$ 12.63	\$ 13.15	\$ 6.19	\$ 7.23	\$ 12.63	\$ 13.15	\$ 5.94	\$ 6.19
Commercial Business Unit	\$ 32.70	\$ 34.04					\$ 32.70	\$ 34.04
Residential Curbside Recycling	\$ 6.09	\$ 6.34						
Trash Bin Collection Per Unit								
Residential Living Unit (Trash Bin)	\$ 20.36	\$ 21.20						
Commercial Business Unit (Trash Bin)	\$ 32.70	\$ 34.04						

4.1% Increase effective with first billing in November, 2019
 The % may increase when the June Consumer Price Index is posted, but it cannot exceed 5% according the contract.
 2.5% contract plus 1.6% June 2019 CP1

CITY OF LOCKHART
FY 19-20
RECYCLING CHARGES

ATTACHMENT "B"

NUMBER OF PARTICIPANTS	2018-2019	2019-2020
175-225 minimum	\$ 7.05	\$ 7.34
226-325	\$ 6.74	\$ 7.02
326-525	\$ 6.42	\$ 6.68
526-999*	\$ 6.09	\$ 6.34
1000-2000	\$ 5.78	\$ 6.01
2001+	\$ 5.45	\$ 5.68

* CITY OF LOCKHART CURRENTLY HAS 622 PARTICIPANTS.

ATTACHMENT "C"
 CITY OF LOCKHART
 CUSTOMER TRASH BIN CHARGES
 EFFECTIVE DATE
 FIRST BILLING IN NOVEMBER 2019

CONTAINER SIZE CUBIC YARD	FREQUENCY TIMES PER WK	CUSTOMER BILLINGS AS OF NOV 1 2019
2	EOW	\$ 69.51
2	1	\$ 83.15
2	2	\$ 115.22
2	3	\$ 136.59
2	4	\$ 182.12
EACH EXTRA DUMP		\$ 22.12
3	EOW	\$ 74.59
3	1	\$ 93.87
3	2	\$ 136.59
3	3	\$ 168.67
3	4	\$ 227.69
EACH EXTRA DUMP		\$ 25.07
4	EOW	\$ 81.75
4	1	\$ 104.51
4	2	\$ 147.28
4	3	\$ 200.67
4	4	\$ 273.14
EACH EXTRA DUMP		\$ 33.14
6	EOW	\$ 97.40
6	1	\$ 119.50
6	2	\$ 186.19
6	3	\$ 263.96
6	4	\$ 363.04
EACH EXTRA DUMP		\$ 44.24
8	EOW	\$ 111.94
8	1	\$ 141.72
8	2	\$ 219.49
8	3	\$ 297.28
8	4	\$ 410.36
EACH EXTRA DUMP		\$ 55.29
10	EOW	\$ 130.10
10	1	\$ 164.20
10	2	\$ 252.82
10	3	\$ 341.78
10	4	\$ 473.68
10	5	\$ 587.35
EACH EXTRA DUMP		\$ 66.36
*EOW=Every Other Week		
Trash bins with locks: Additional charge is \$ 10 per bin per month		
Minimum charge for each commercial account is \$ 32.70 for bin use		
Minimum charge for each residential dwelling unit is \$ 20.36 for bin use		
Hand collection: Residential \$ 20.36 Commercial \$ 32.70		

74

ATTACHMENT "D"
CTR ROLL-OFF RATES EFFECTIVE NOV 2019

<u>Service/Size</u>	<u>Price</u>	<u>Description</u>
Delivery Fee	\$ -	Included in roll-off price
Dailey Rental Fee for All Sizes	\$ 3.90	Per day if hauled twice monthly
20 CY	\$ 534.20	per haul
30 CY	\$ 600.97	per haul
40 CY	\$ 667.75	per haul

Above rates subject to be multiplied by 1.08 to result in rates charged by the Contractor sufficient to fund City of Lockhart administrative and pay franchise fees. A fuel charge as publish on the FuelGauge.com website or comparable source as approved by the City Manager or designee shall also be applicable to the above rates.

4.1% increase = 2.5% contract plus 1.6% June 2019 CPI not to exceed 5%

City of Lockhart, Tx

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action to approve Resolution 2019-26 authorizing First Lockhart National Bank to accept the following signatories for the City of Lockhart: Lew White, Mayor; Steve Lewis, City Manager; Connie Constancio, City Secretary; and Julie Bowermon, Human Resource/Civil Service Director.

ORIGINATING DEPARTMENT AND CONTACT: Finance – Pam Larison

ACTION REQUESTED:

ORDINANCE X RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION: The "Entity Authorization" form is required by the bank depository, First Lockhart National Bank for new accounts and any changes during the depository agreement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: -
Account Number: -
Funds Available: -
Account Name: -

FISCAL NOTE (if applicable):

Previous Council Action:

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2019-26; Entity Authorization Form.

Department Head initials:



City Manager's Review:



Resolution 2019-26

RESOLUTION
GOVERNMENTAL ENTITY

First-Lockhart National Bank
P.O. Box 600
Lockhart, Texas 78644
(512)398-3416

GOVERNMENTAL ENTITY NAME AND ADDRESS

CITY OF LOCKHART
PO BOX 239
LOCKHART, TX 78644-0239

Initial Resolution.

DATE OF RESOLUTION	ACCOUNT NUMBER
September 30, 2019	

By signing below, I certify to First-Lockhart National Bank ("Financial Institution") that: I am the MAYOR of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Texas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on September 30, 2019 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 1
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 1
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 1
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 1
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 1
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from the Box(es), and exercise all rights and be subject to all responsibilities under the Lease.

Number of signers required: 1

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

X X X X

77

Number of signers required: 1

LOCKBOX. Enter into a Lockbox Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 1

DEBIT CARD/ACCESS CARD. Apply for, receive and utilize debit, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.

Number of signers required: 1

CASH MANAGEMENT. Enter into a Cash Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 1

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

Initials

X X X X

78

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE/SIGNATURE	AUTHORITY CODE/LIMITATIONS
X DR LEW DAVID WHITE _____ Date MAYOR	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
X STEVEN D LEWIS _____ Date CITY MANAGER	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
X CONNIE CONSTANCIO _____ Date CITY SECRETARY	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
X JULIE BOWERMON _____ Date HR/CIVIL SERVICE DIRECTOR	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

CERTIFICATION. I certify that the foregoing are the names, titles, and genuine signatures of the authorized signers of the Entity authorized by the Resolution.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below.

X
 _____ Date
 DR LEW DAVID WHITE
 MAYOR

Initials X X X X

79

City of Lockhart, Tx

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion and/or action regarding annual service agreement with Motorola, Inc., in the amount of \$144,630.60 of which \$61,699.36 is for the 226 City of Lockhart radios to cover 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 from October 1, 2019 through September 30, 2020 with each entity paying its share of the costs based on the number of radios using the system according to the existing interlocal agreement, and appointing the Mayor to sign the contract agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance – Pam Larison

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart and Caldwell County have more than \$1 million dollars in radio communication equipment. This system provides radio communication capabilities for the City of Lockhart, Caldwell County, City of Luling, and the City of Martindale. The Concession Group (SH 130) now has 6 radios in the system as approved by the Lockhart City Council and will pay its fair share. The warranty for this Motorola equipment ended in February of 2012. The proposed agreement covers maintenance, repairs, and replacements for the radio system with 24 hours response from October 1, 2019 through September 30, 2020. The cost of \$144,630.60 will be shared by all entities who benefit from the radio system based on the number of radio units in service. The cost under the Motorola agreement for Lockhart's 226 radios is \$61,699.36 for the fiscal year 2019-2020 budget period.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: \$61,699.36
Account Number: 231-5314-226
Funds Available: \$63,000 (budgeted)
Account Name: Radio System Maintenance Fund

FISCAL NOTE (if applicable):

Previous Council Action:

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

LIST OF SUPPORTING DOCUMENTS: Motorola Service Agreement dated October 1, 2019 – September 30, 2020. Section VI of Interlocal Agreement between Entities, and Cost Sharing Analysis Sheet.

Department Head initials:



City Manager's Review:





SERVICE AGREEMENT

1299 E Algonquin Rd
 Attn: National Service Support, IL06 Door # 82
 Schaumburg, IL 60196

Quote Number : QUOTE-548000
 Contract Number: USC000003451
 Contract Modifier: R02-JUN-19 20:14:52

Date: 06/03/2019

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

Required P.O. :
 Customer # : 1012875136
 Bill to Tag # :
 Contract Start Date : 01-Oct-2019
 Contract End Date : 30-Sep-2020
 Anniversary Day : Sep 30th
 Payment Cycle : MONTHLY
 PO # : 000237

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$870.26	\$10,443.15
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$5,205.67	\$62,468.02
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$858.61	\$10,303.26
	SVC01SVC0033A	NETWORK SECURITY MONITORING	\$273.63	\$3,283.50
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$195.18	\$2,342.28
	SVC04SVC0016C	SUS	\$504.17	\$6,050.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$102.26	\$1,227.22
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$4,042.76	\$48,513.17
Subtotal - Recurring Services			\$12,052.55	\$144,630.60
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$12,052.55	\$144,630.60
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.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-548000
Contract Number: USC000003451
Contract Modifier: R02-JUN-19 20:14:52

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Craig Hartmann		

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : LOCKHART, CITY OF
Contract Number : USC000003451
Contract Modifier : R02-JUN-19 20:14:52
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-548000
Contract Number: USC000003451
Contract Modifier: R02-JUN-19 20:14:52

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.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-548000
Contract Number: USC000003451
Contract Modifier: R02-JUN-19 20:14:52

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



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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. 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.



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

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

EXISTING CONTRACT BETWEEN ENTITIES

COMMITMENT TO PAY FOR RADIO SERVICES

SECTION VI: REPAIR, MAINTENANCE & REPLACEMENT FUND CONTRIBUTIONS

Each User shall remit to the City at the beginning of each fiscal budget its pro rata share of the estimated cost of repair and maintenance for the Core System. The amount to be paid by each User is calculated based on the number of units accessible to the User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. All Parties, including the City, shall pay an equal amount per accessible unit. The City finance department will invoice each User at least thirty (30) days before the due date. The monies received will be placed in a designated fund and managed by the City finance department. All monies in the account will be expended exclusively for replacement and/or upgrade of the System. Refusal of a User to pay its pro rata share shall not affect other Users' obligations to pay their shares.

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION: Discussion regarding the Hotel Occupancy Tax distribution process.

ORIGINATING DEPARTMENT AND CONTACT: Finance – Pam Larison

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION: During Fiscal Year 2018-2019, there has been numerous discussions concerning the process in which the City of Lockhart disburses hotel occupancy tax funds. Following the Council’s Planning Retreat, a goal was approved to revamp the HOT Fund structure. Some discussion and research has ensued that the Council might consider forming a citizen committee to develop an application process; to review applications per event; and to have the committee make recommendations to Council for funding. It is expected that a representative from Texas Hotel and Lodging Association will address the committee concerning the two-part test of HOT funds and reviewing options concerning the management or supervision of programs funded by HOT.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: -
Account Number: -
Funds Available: -
Account Name: -

FISCAL NOTE (if applicable):

Previous Council Action:

COMMITTEE/BOARD/COMMISSION ACTION:


STAFF RECOMMENDATION/REQUESTED MOTION: Discussion only.

LIST OF SUPPORTING DOCUMENTS:

Department Head initials:



City Manager's Review:



88

LIST OF BOARD/COMMISSION VACANCIES

Updated: October 8, 2019

Board Name	Reappointments/Vacancies	Council member
Board of Adjustment	One Alternate position	Any Councilmember
Planning & Zoning Commission	Marcos Villalobos resigned 4-29-2019	Councilmember Mendoza

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT

No new applications since August 2018

<p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p>	
<p>NOTES: AIRPORT ADVISORY BOARD</p>	<p>Sec. 4-26. Membership; appointments. The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p>Sec. 4-28. Eligibility for board membership. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p>Sec. 4-32. Limitations of authority. The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations, nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p>
<p>NOTES: CONSTRUCTION BOARD APPOINTMENTS</p>	<p><i>Section B101.4, Board Decision, is amended to read as follows:</i> 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, is amended to read as follows:</i> Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p>
<p>NOTES: ELECTRIC BOARD APPOINTMENTS</p>	<p>Sec. 12-132. Members. (a) Appointments to the examining and supervisory board of electricians and appeals shall conform to section 2-210 except that the board shall consist of five persons with one being appointed by each district council member and one by the mayor. Each member shall serve three-year terms with such terms to coincide with the council position making the appointment. (b) Each board member shall reside within the county and such board shall include one member who shall be a building contractor, one layman; two members shall be master electricians who are currently licensed by the city; and one member shall be either a building contractor or master electrician licensed by the city. There shall be two ex-officio members, one who shall be the city electrical inspector, and one shall be the fire marshal.</p> <p>Sec. 12-133. Officers and quorum. The members of the examining and supervising board of electricians and appeals shall select a chairman and secretary. A quorum shall consist of three members.</p>
<p>NOTES: HISTORIC PRESERVATION COMMISSION</p>	<p>Sec. 28-3. Historical preservation commission. (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities: (1) A registered architect, planner or representative of a design profession, (2) A registered professional engineer in the State of Texas, (3) A member of a nonprofit historical organization of Caldwell County, (4) A local licensed real estate broker or member of the financial community, (5) An owner of an historic landmark residential building, (6) An owner or tenant of a business property that is an historic landmark or in an historic district, (7) A member of the Caldwell County Historical Commission.</p>
<p>NOTES: PARKS ADVISORY BOARD</p>	<p>Sec. 40-133. Members. (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)</p>

ab

<p>NOTES: Lockhart Economic Dev Corp</p>	<p>LEDC Bylaws – Article II. Board of Directors Section 1. Powers, Number and Term of Office 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>NOTES: ORDINANCE RE: ALL BOARD, COMMISSION APPOINTMENTS</p>	<p>Sec. 2-209. - Rules for appointment. The city council hereby sets the following rules: (1) Except as may be established by existing city ordinances/resolutions the process for selecting members shall be open to all Lockhart citizens, who must apply for appointment, to include those applying for reappointment. Reappointment shall not be deemed automatic. (2) Council shall seek to appoint the most qualified or best persons available, while also respecting the need for diverse community opinions (3) No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission. (4) No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization. (5) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.</p> <p>Section 2-210. Method of selection; number of members; terms. (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council. (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 90 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above described 90 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations. (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example. (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council. (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission. (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and ordinance number 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.</p> <p>Sec. 2-212. Removal and resignation of members. (a) All board, commission and committee members serve at the pleasure of the city council and may be removed from office with or without cause at the discretion of the city council. (b) Board, commission and committee members may resign from office at any time by filing a written resignation, dated and signed by the member, with the City Secretary. Such resignation shall take effect upon receipt by the City Secretary without further action by the city council. If the city council appoints a new member to replace the resigned member, the new member shall be appointed to serve out the remainder of the resigned member's term.</p>

16

<p>NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> • Councilmembers • City staff • Two Parks Advisory Board members • Business owners • Civic Organization members <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p>NOTES: AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</p>	<p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p>
<p>WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</p>	<p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p> <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>

92

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

Councilmember	Board/Commission	Appointee	Date Appointed
Mayor – Lew White	Airport Board	John Hinnekamp	12/19/17
	Board of Adjustment	Mike Annas	12/19/17
	Construction Board	Raymond DeLeon	06/04/19
	Ec Dev. Revolving Loan	Barbara Gilmer	12/19/17
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	12/19/17
	Electric Board	Joe Colley, Chair	12/19/17
	Historical Preservation	John Lairsen	12/19/17
	Library Board	Stephanie Riggins	12/19/17
	Parks and Recreation	Albert Villalpando, Chair	12/19/17
	Planning & Zoning	Paul Rodriguez	12/19/17
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	12/19/17
	District 1 – Juan Mendoza	Airport Board	Larry Burrier
Board of Adjustment		Lori Rangel	03/07/17
Construction Board		Mike Votee	03/07/17
Eco Dev. Revolving Loan		Ryan Lozano	03/07/17
Eco Dev. Corp, ½ Cent Sales Tax		Dyral Thomas	03/07/17
Electric Board		Frank Gomillion	07/02/19
Historical Preservation		Victor Corpus	03/07/17
Library Board		Shirley Williams	03/07/17
Parks and Recreation		Linda Thompson-Bennett	03/07/17
Planning & Zoning		VACANT-(Villalobos resigned 4-29-19)	
District 2– John Castillo	Airport Board	Reed Coats	03/07/17
	Board of Adjustment	Juan Juarez	03/07/17
	Construction Board	Oscar Torres	05/15/18
	EcoDev. Revolving Loan	Rudy Ruiz	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Umesh Patel	08/09/18
	Electric Board	James Briceno	03/07/17
	Historical Preservation	Ron Faulstich	03/07/17
	Library Board	Quartermetra Hughes	06/04/19
	Parks and Recreation	James Torres	03/07/17
		Rob Ortiz, Alternate	03/07/17
	Planning & Zoning	Manuel Oliva	03/07/17

93

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

District 3 – Kara McGregor	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Sally Daniel John Voigt Ronda Reagan Jean Clark Fox, Chair Warren Burnett Philip McBride, Chair	02/06/18 12/19/17 12/05/17 01/02/18 12/19/17 06/18/19 09/03/19 12/19/17 12/19/17 12/05/17 12/19/17
District 4 - Jeffry Michelson	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander Ian Stowe Kathy McCormick Donaly Brice Russell Wheeler Rick Arnic	03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 03/06/18 12/05/17 12/05/17 12/05/17 12/05/17 01/15/19
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Andrew Reyes Laura Cline, Chair Paul Martinez Irene Yanez Alfredo Munoz Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	03/07/17 03/07/17 03/07/17 03/07/17 06/06/17 03/07/17 03/07/17 03/07/17 03/07/17

hb

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

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

95

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyrall Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza
	Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members) THIS COMMITTEE WAS - RE-ESTABLISHED ON MARCH 5, 2019	Roy Watson Ronda Reagan Sally Daniel Rob Ortiz Bobby Herzog	03/05/19 03/05/19 03/05/19 03/05/19 03/05/19 Appointed by Mayor with consensus of Council

96



**City of Lockhart 2019 Board of Adjustment
Attendance for a 12-Month Period**

Meeting Date:	Chair Cline	Vice-Chair Clark	Annas	Castillo	Reeder	Rangel	Juarez	Smith Alternate
January 7, 2019 - No Meeting								
February 4, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
March 4, 2019	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>
April 1, 2019 - No Meeting								
May 6, 2019 - No Meeting								
June 3, 2019 - No Meeting								
July 1, 2019 - No Meeting								
8/5/2019 - No Meeting								
9/9/2019 - No Meeting								
October 7, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>

Number of meetings:	3	3	3	3	3	3	3	3
Present:	2	3	3	3	3	2	2	3
% Absent:	67%	100%	100%	100%	100%	67%	67%	100%

67

CITY OF
Lockhart
TEXAS

**CITY OF LOCKHART
CONSTRUCTION BOARD OF APPEALS
BOARD ATTENDANCE REPORT - 2019
APPOINTING COUNCIL MEMBER**

	JERRY WEST (12/03/2013) CHAIR (01/05/2017)	RALPH GERALD (01/17/2012)	RAYMOND DELEON (6/4/2019)	RICK WINNETT, JR. (04/19/2016) VICE CHAIR (01/05/2017)	GARY SHAFER (08/18/2015)	MICHAEL VOETEE (10/4/2016)	PAUL MARTINEZ (03/07/2017)	OSCAR TORRES (05/15/2017)	
Member Title:	County Resident				Alternate				
Meeting Date:									
January 3, 2019	NO MTG	NO MTG	NEWLY APPOINTED TO BOARD PACKET FOR 06/06/19 MEETING SENT OUT PRIOR THEREFOR MEMBER WAS NOT INCLUDED IN THIS	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
January 17, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
February 7, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
February 21, 2019	P	P		P	P	P	P	A	
March 7, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
March 21, 2019	P			A	P	P	A	A	
April 4, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
April 18, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
May 2, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
May 16, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
June 6, 2019	P			P	A	A	P	A	
June 20, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
July 4, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
July 18, 2019	P	RESIGNED 03/11/19		P	P	P	P	P	
August 1, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 15, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 5, 2019	NO MTG			NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 19, 2019	NO MTG		NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
October 3, 2019	P		P	P	A	P	A	A	
October 17, 2019									
November 7, 2019									
November 21, 2019									
December 5, 2019									
December 19, 2019									
Total # Meetings:	5	1	2	5	5	5	5	5	
Present:	5	1	2	4	3	4	3	1	
Absent:	0	0	0	1	2	1	2	4	
Absenteeism %:	0%	0%	0%	20%	40%	20%	40%	80%	
LEGEND:	PRESENT:			P	UNEXCUSED ABSENCE:				

pb

CITY OF LOCKHART
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
ATTENDANCE REPORT - 2019
APPOINTING COUNCIL MEMBER

ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	KARA MCGREGOR	JUAN MENDOZA	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
Alfredo Munoz	Frank Estrada	Sally Daniel	Dyral Thomas	Umesh Patel	Alan Fielder	Morris Alexander

Meeting Date:	Appt. - July 2019	Appt. - July 2019	Appt - June 2019	Appt. - July 2019	Appt. -August 2018	Appt. - July 2019	Appt. - July 2019
January - No Meeting							
February 11, 2019	P	P	P	P	P	P	P
March 11, 2019	P	P	P	P	P	P	P
April 8, 2019	P	P	P	P	P	P	P
May - No Meeting			Nic Irwin resigned 5-21-2019				
June 10, 2019	P	A	Sally Daniel was appointed 6-19-2019	P	P	P	P
July 8, 2019	P	P	P	P	P	P	P
August 15, 2019	P	P	P	P	A	P	P
September 9, 2019	P	P	P	A	P	P	A
October 7, 2019	A	A	P	P	P	P	P

LEGEND:	PRESENT: EXCUSED ABSENCE:	P A	UNEXCUSED ABSENCE: NO MEETING HELD: APPOINTMENT MODIFICATION:	U No Meeting
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COMMENTS:	
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69

CITY OF
Lockhart
TEXAS

CITY OF LOCKHART
ELECTRIC BOARD OF APPEALS
BOARD ATTENDANCE REPORT - 2019
APPOINTING COUNCIL MEMBER

	Joe Colley (06/17/2008)	Ian Stowe (03/06/2018)	Frank Gomillion (07/02/2019)	Thomas Herrera (07/17/2012)	Tom Stephens (12/03/2013)	James Briceno (05/03/2011)
	Chair					
Meeting Date:						
January 3, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG
January 17, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG
February 7, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG
February 21, 2019	NO MTG	NO MTG		NO MTG	NO MTG	NO MTG
March 7, 2019	P	P		A	P	P
March 21, 2019	NO MTG	NO MTG			NO MTG	NO MTG
April 4, 2019	NO MTG	NO MTG			NO MTG	NO MTG
April 18, 2019	NO MTG	NO MTG			NO MTG	NO MTG
May 2, 2019	NO MTG	NO MTG			NO MTG	NO MTG
May 16, 2019	NO MTG	NO MTG			NO MTG	NO MTG
June 6, 2019	NO MTG	NO MTG			NO MTG	NO MTG
June 20, 2019	NO MTG	NO MTG			NO MTG	NO MTG
June 27, 2019	NO MTG	NO MTG			NO MTG	NO MTG
July 4, 2019	NO MTG	NO MTG			NO MTG	NO MTG
July 11, 2019	P	P	NO MTG	VERBALLY RESIGNED TO SHANE (03/07/2019)	NO MTG	NO MTG
August 1, 2019	NO MTG	NO MTG	NO MTG			NO MTG
August 15, 2019	NO MTG	NO MTG	NO MTG			NO MTG
September 5, 2019	NO MTG	NO MTG	NO MTG			NO MTG
September 19, 2019	NO MTG	NO MTG	NO MTG		VERBALLY RESIGNED TO SHANE (07/09/2019)	NO MTG
October 3, 2019	NO MTG	NO MTG	NO MTG			NO MTG
October 17, 2019						
November 7, 2019						
November 21, 2019						
December 5, 2019						
December 19, 2019						
Total # Meetings:	2	2	1	1	1	2

100

City of Lockhart 2019 -LHPC
Attendance for a 12-Month Period

Meeting Date:	CORPUS	LAIRSEN CHAIR	ALVAREZ	FAULSTICH	REAGAN VICE-CHAIR	THOMSON	McCORMICK
January 2, 2019	A	P	P	P	P	P	A
January 16, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
February 6, 2019	A	A	P	A	P	P	P
February 20, 2019	A	P	A	P	P	P	P
March 6, 2019	A	P	A	A	P	P	P
March 20, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 3, 2019	A	P	A	P	A	P	P
April 17, 2019	A	P	P	P	P	P	P
May 1, 2019	A	P	A	P	P	P	P
May 15, 2019	A	P	P	P	P	P	P
June 5, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 19, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 2, 2019	A	P	P	A	P	P	P
July 17, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 7, 2019	A	P	A	P	P	P	P
August 21, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 4, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 18, 2019	A	P	A	A	P	P	P
October 2, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
October 16, 2019	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
November 6, 2019							
November 20, 2019							
December 4, 2019							
December 18, 2019							
Number of meetings:	11	11	11	11	11	11	11
Present:	0	10	5	7	10	11	10
Absent:	11	1	6	4	1	0	1
% Absent:	100%	9%	55%	36%	9%	0%	9%

MEETINGS HELD THE 1ST & 3RD WEDNESDAY OF THE MONTH @ 5:30PM

101

CITY OF LOCKHART
Library Advisory Board
ATTENDANCE REPORT - 2019
 APPOINTING COUNCIL MEMBER



Angie Gonales Sanchez	Brad Westmoreland	Mayor White	Juan Mendoza	John Castillo	Kara McGregor	Jeffry Michelson
Jody King (01/04/13)	Rebecca Lockhart (11/19/13)	Stephanie Wilson Riffin (06-17-2011)	Shirley Williams (06-15-2007)	Quartermetra Hughes (06/04/2019)	Jeannie Fox (12-03-2013)	Donaly Brice (7-05-2008)

January	NO MEETING					
February 13, 2019	P	P	P	P	P	P
March	NO MEETING					
April	NO MEETING					
May 20, 2019	P	P	P	P	P	P
June	NO MEETING					
July	NO MEETING					
August	NO MEETING					
September	NO MEETING					
October						
November						
December						

LEGEND:	PRESENT:					
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COMMENTS:	PRESENT:	P	UNEXCUSED ABSENCE:	U
	EXCUSED ABSENCE:	E	NO MEETING HELD:	

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102

**CITY OF LOCKHART
PARKS & RECREATION ADVISORY BOARD**

APPOINTING COUNCIL MEMBER



ANGIE SANCHEZ	BRAD WESTMORELA ND	KARA MCGREGOR	JUAN MENDOZA	JOHN CASTILLO	LEW WHITE	JEFFRY MICHELSON	ALTERNATE (Mayor Pro-Tem)
Chris Schexnayder (06/07/16)	Dennis Placke (11/03/15)	Warren Burnett (12/04/12)	Linda Thompson-Bennett (12/07/04)	James Torres (12/18/07)	Albert Villalpando (09/05/06)	Russell Wheeler (01/20/15)	Rob Ortiz (05/06/08)

Meeting Date:	ANGIE SANCHEZ	BRAD WESTMORELA ND	KARA MCGREGOR	JUAN MENDOZA	JOHN CASTILLO	LEW WHITE	JEFFRY MICHELSON	ALTERNATE (Mayor Pro-Tem)
Januray 24 2019	No Meeting							
February 28 2019	E	E	P	P	P	P	E	P
March 28 2019	E	P	P	E	E	E	P	P
April 25 2019	No Meeting							
May 23 2019	No Meeting							
June 27 2019	No Meeting							
July 25 2019	No Meeting							
August 22 2019	No Meeting							
September 26 2019	No Meeting							

LEGEND:	PRESENT:	P	UNEXCUSED ABSENCE:	U
	EXCUSED ABSENCE:	E	NO MEETING HELD:	

COMMENTS:

- * Ordinance 06-08 adopted February 7, 2006 allow two alternate position to be appointed by Mayor and Mayor Pro-Tem
- * Board meets on the 4th Thursday of each month

103

City of Lockhart 2019 Planning and Zoning Commission
 Attendance for a 12-Month Period

Meeting Date:	Ruiz	McBride	Oliva	Black	Rodriguez	Arnic	Villalobos
January 9, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Not Assigned</i>	<i>Present</i>
January 23, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
2/13/2019 - No Meeting							
February 27, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
March 13, 2019 - No Meeting							
March 27, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
April 10, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
April 24, 2019	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Resigned</i>
May 22, 2019	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	
June 12, 2019	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	
June 26, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	
July 10, 2019	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	
July 24, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	
August 14, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	
August 28, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	
September 11, 2019	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	
September 25, 2109	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	
October 9, 2019	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	
October 23, 2019							

Number of meetings:	16	16	16	16	16	15	5
Present:	16	12	15	7	11	12	5
% Absent:	100%	75%	94%	44%	69%	80%	100%

CITY OF LOCKHART
REVOLVING LOAN FUND COMMITTEE
ATTENDANCE REPORT - 2019

APPOINTING COUNCIL MEMBER

	ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	KARA MCGREGOR	JUAN MENDOZA, JR.	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
	Irene Yanez	Ed Strayer	Mayor Lew White - Chairperson	Ryan Lozano	Rudy Ruiz	Barbara Gilmer	Frank Coggins
Meeting Date:	Appt - March 2017	Appt - March 2017	Appt - December 2017	Appt - March 2017	Appt - March 2017	Appt - December 2017	Appt - December 2017
January - No Meeting							
February - No Meeting							
March - No Meeting							
April - No Meeting							
May - No Meeting							
June - No Meeting							
July - No Meeting							
August - No Meeting							
September - No Meeting							
October - No Meeting							
LEGEND:	PRESENT:		P	UNEXCUSED ABSENCE:			U
	EXCUSED ABSENCE:		E	NO MEETING HELD:			
COMMENTS:							
Total Meetings:							
% Present:							
% Excused:							
% Unexcused:							
Absenteeism %:							

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 15, 2019

AGENDA ITEM CAPTION:

Discussion and/or action to consider Resolution 2019-27 authorizing a salary adjustment for City Manager, Steven Lewis and addendum to the City Manager agreement effective August 28, 2018 by and between the City of Lockhart and Steven Lewis.

ORIGINATING DEPARTMENT AND CONTACT: Steve Lewis, City Manager

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION:

City Council will conduct a one-year evaluation with the City Manager in Executive Session.

The current agreement provides that adjustments to the City Manager's salary be carried out through a Resolution. Attached is a Resolution to be considered in Open Session if the Council desires to adjust the City Manager's salary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: (to be completed by Finance)

Funds Required: -
Account Number: -
Funds Available: -
Account Name: -

FISCAL NOTE (if applicable):

Previous Council Action: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION:

None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Resolution 2019-27

Department Head initials:

City Manager's Review:

106

RESOLUTION 2019-27

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 28, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS

WHEREAS, by "City of Lockhart City Manager Agreement" ("the Agreement") dated effective August 28, 2018, the City Council of the City of Lockhart employed, and Steven Lewis agreed to be employed as City Manager of the City; and

WHEREAS, pursuant to Sec. 5.1 of the Agreement, the City Council is to review the City Manager's job performance at least annually; and

WHEREAS, pursuant to Sec. 3.2 of the Agreement, the Council may, in its discretion, adjust the salary paid to the City Manager, but not in an amount less than the salary provided in Sec. 3.1 of the Agreement, such adjustments to be made pursuant to lawful Council resolutions and for which the parties agreed to execute and Addendum to the Agreement; and

WHEREAS, the City Council has reviewed the City Manager's job performance and is of the opinion that his salary should be adjusted and an Addendum executed;

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

1. The foregoing recitals and adopted and incorporated herein for all purposes.
2. The annual salary to be paid to City Manager Steven Lewis pursuant to Sec. 3.1 of the Agreement is hereby adjusted in the following manner provided in the Addendum to said Agreement that is attached hereto as Exhibit "A."
3. The Mayor is authorized to execute this resolution and the attached Addendum.

PASSED AND ADOPTED on this the ___ day of _____, 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

EXHIBIT "A" TO RESOLUTION 2019-27

ADDENDUM ONE TO CITY MANAGER AGREEMENT

Recitals

1. By "City of Lockhart City Manager Agreement" ("the Agreement") dated effective August 28, 2018, the City Council of the City of Lockhart employed, and Steven Lewis agreed to be employed as City Manager of the City.
2. Pursuant to Sec. 3.2 of the Agreement, the Council may, in its discretion, adjust the salary paid to the City Manager, but not in an amount less than the salary provided in Sec. 3.1 of the Agreement, such adjustments to be made pursuant to lawful Council resolutions and for which the parties agreed to execute and Addendum to the Agreement.
3. The City Council has reviewed the City Manager's job performance and is of the opinion that his salary should be adjusted and an Addendum to the Agreement be executed by the parties.

Agreement and Amendment

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Salary. The City shall provide the Manager with an annual salary in the sum of _____ (\$_____) commencing October 1, 2019. This annual salary rate shall be paid to the Manager in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by Applicable Law and Authorities.

Except as amended by this Addendum, all other terms, provisions, obligations, and responsibilities of the parties contained in the Agreement shall remain in full force and effect.

ADOPTED and effective on this the ___ day of _____, 2019.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

108



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

Strategies
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

Strategies
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

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
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

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
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
GONZALES-SANCHEZ	5	but a lot additional money for registration fees and course material.
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



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 accommodate 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		Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		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 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 square.	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 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
		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 change 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
JC	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.
JC	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

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
General Government																					
Hotel Tax Fund																					
2016 GO Refunding			40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
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
Total LEDC Fund P & I			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
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
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
Total Drainage Fund P & I			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
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
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
Total Debt Service Fund P & I			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
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

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
Proprietary																				
Electric Fund																				
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
Total Electric Fund P & I	-	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
Water Fund																				
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
Total Water Fund P & I	-	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
Sewer Fund																				
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
Total Sewer Fund P & I		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
Total Proprietary Fund P & I	-	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
Grand Total		1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		TOTAL PROJECT COST																																							
\$2,068,024.00	1	DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive																																							
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets																																							
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project																																							
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project																																							
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT																																							

