

## PUBLIC NOTICE

### AGENDA

#### LOCKHART CITY COUNCIL

TUESDAY, SEPTEMBER 15, 2020

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

#### COUNCILMEMBER VIDEO AND AUDIO CONFERENCE PARTICIPATION

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

#### CITIZEN AND COUNCILMEMBER VIDEO/AUDIO VOLUNTARY CONFERENCE PARTICIPATION

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

#### PUBLIC COMMENT

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

#### PUBLIC HEARINGS

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

- Send written comments which will be read aloud; or
- Request a link to join the public hearing portion of the virtual meeting.  
Written comments or requests to join a public hearing virtually via Zoom must be sent to [cconstancio@lockhart-tx.org](mailto:cconstancio@lockhart-tx.org) no later than 12 p.m. (Noon) on the day of the hearing. Comments shall have a time limit of three minutes each. Citizens who join the public hearing virtually will be provided a link to join via video and a call-in number to participate remotely.

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

**6:30 P.M.**

**WORK SESSION (No Action)**

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

**PRESENTATION ONLY**

- A. Presentation of a proclamation declaring September 21-25, 2020 as National Gear Up Week.

**DISCUSSION ONLY**

- A. Discussion with Caldwell County officials to consider a grant opportunity for a Caldwell County Community Evacuation Center. 7-18
- B. Discuss proposal and contractual agreement between Enterprise Fleet Management and the City of Lockhart, and appointing the City Manager to sign the contractual agreement.
- C. Discuss proposal and annual support agreement between Adcomp Systems Group and the City of Lockhart, and appointing the City Manager to sign the annual support agreement and purchase order. 30-47  
48-53
- D. Discuss Resolution 2020-21 authorizing acceptance of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Airport Grant Agreement in the amount of \$30,000 for general maintenance to the Municipal Airport. 54-70
- E. Discuss bid to Westar Construction of Georgetown, Texas in the amount of \$154,788 for the construction of the Town Branch Trail Phase II consisting of approximately 2,237' of 6' wide concrete trails. 71-76
- F. Discuss bid to Westar Construction of Georgetown, Texas in the amount of \$69,643.50 for the construction of the South Colorado Street Sidewalk Extension consisting of approximately 306 square yards of concrete sidewalk and 90 linear feet of pedestrian rail. 77-80
- G. Discuss Ordinance 2020-20 adopting the Annual Operating Budget for Fiscal Year 2020-2021 and appropriating resources, beginning October 1, 2020 ending September 30, 2021 for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and renewing the City of Lockhart's Investment Policy and Fund Balance – Stabilization and Excess of Reserve Policies. 81-105
- H. Discuss Ordinance 2020-21 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 2021, beginning October 1, 2020 and ending September 30, 2021. 106-108
- I. Discuss Ordinance 2020-22 repealing uncodified Ordinance 2019-22 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. 109-117

**WORK SESSION continued....**

- J. Discuss Ordinance 2020-23 amending the Lockhart Code of Ordinances, Chapter 58, Utilities, Section 58-141, entitled "Definitions" and Section 58-142, entitled "Water Rates", adjusting the water base charge to cover increased costs of water supply debt payments for Fiscal Year 2020-2021. The ordinance shall become effective with the first utility billing cycle in October 2020. 118-121
- K. Discuss Ordinance 2020-24 designating City Election polling places and amending dates and hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 3, 2020. 122-141
- L. Discuss Resolution 2020-22 adopting the study prepared by Evergreen Solutions, LLC as the 2020 Classification and Compensation Study for the City of Lockhart, Texas Final Report; and authorizing expenditures under the 2020-2021 budget to be made pursuant to such study. 142-188
- M. Discuss appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG). 189-202
- N. Discuss Mayor's declaration of local disaster regarding requiring facial coverings, and addressing other matters related to COVID-19, if necessary. 203-211

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

- 1. **CALL TO ORDER**  
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**  
Invocation.  
Pledge of Allegiance to the United States and Texas flags.
- 3. **PUBLIC COMMENT**  
(The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda.)
- 4. **PUBLIC HEARING/COUNCIL ACTION**
  - A. Hold a public hearing on application ZC-20-10 by Joe Roland for a Zoning Change from RLD Residential Low Density District to CMB Commercial Medium Business District on 0.371 acre in the Byrd Lockhart Survey, Abstract No. 17, located at 1101 North Commerce Street. 19-29
  - B. Discussion and/or action to consider Ordinance 2020-19 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as 0.371 acre in the Byrd Lockhart Survey, Abstract No. 17, located at 1101 North Commerce Street, from RLD Residential Low Density District to CMB Commercial Medium Business District.

5. **CONSENT AGENDA**

- A. Approve proposal and contractual agreement between Enterprise Fleet Management and the City of Lockhart, and appointing the City Manager to sign the contractual agreement. 30-47
- B. Approve proposal and annual support agreement between Adcomp Systems Group and the City of Lockhart, and appointing the City Manager to sign the annual support agreement and purchase order. 48-53
- C. Approve Resolution 2020-21 authorizing acceptance of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Airport Grant Agreement in the amount of \$30,000 for general maintenance to the Municipal Airport. 54-70
- D. Award bid to Westar Construction of Georgetown, Texas in the amount of \$154,788 for the construction of the Town Branch Trail Phase II consisting of approximately 2,237' of 6' wide concrete trails. 71-76
- E. Award bid to Westar Construction of Georgetown, Texas in the amount of \$69,643.50 for the construction of the South Colorado Street Sidewalk Extension consisting of approximately 306 square yards of concrete sidewalk and 90 linear feet of pedestrian rail. 77-80

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider Ordinance 2020-20 adopting the Annual Operating Budget for Fiscal Year 2020-2021 and appropriating resources, beginning October 1, 2020 ending September 30, 2021 for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and renewing the City of Lockhart's Investment Policy and Fund Balance – Stabilization and Excess of Reserve Policies. 81-105
- B. Discussion and/or action to consider Ordinance 2020-21 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 2021, beginning October 1, 2020 and ending September 30, 2021. 106-108
- C. Discussion and/or action to consider Ordinance 2020-22 repealing uncodified Ordinance 2019-22 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. 109-117
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**DISCUSSION AND/OR ACTION ITEMS continued....**

- E. Discussion and/or action to consider Ordinance 2020-24 designating City Election polling places and amending dates and hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 3, 2020.
- F. Discussion and/or action to consider Resolution 2020-22 adopting the study prepared by Evergreen Solutions, LLC as the 2020 Classification and Compensation Study for the City of Lockhart, Texas Final Report; and authorizing expenditures under the 2020-2021 budget to be made pursuant to such study. 122-141
- G. Discussion and/or action to consider appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG). 142-188  
189-202
- H. Discussion and/or action to consider the Mayor's declaration of local disaster regarding requiring facial coverings, and addressing other matters related to COVID-19, if necessary. 203-211
- I. Discussion and/or action regarding appointments to various boards, commissions or committees. 212-220

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

- Update regarding Electric Reliability Council of Texas (ERCOT) fall and winter generating capacity assessment.
- A *pay by phone* line (855-340-0595) to pay utility bills 24/7, 365 days a year went live on Friday, September 4<sup>th</sup>.
- Annual cleanup of the City Cemetery will begin on October 5<sup>th</sup>.
- City was awarded a routine Airport Maintenance program grant from TxDOT Aviation Division in the amount of \$65,000.
- Update on the Lockhart CARES grant program for utility relief.

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

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

**9. EXECUTIVE SESSIONS:**

**EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.**

- A. Discussion with City Attorney to receive legal advice regarding the Lockhart Housing Authority structures.

**EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.**

A. Discussion regarding Economic Development negotiations with Project Future.

**10. OPEN SESSION**

A. Discussion and/or action regarding the Lockhart Housing Authority structures.

B. Discussion and/or action regarding Economic Development negotiations with Project Future.

**11. ADJOURNMENT**

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

**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.**

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 11<sup>th</sup> day of September 2020 at 4:00 pm.

# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:**

Discussion with Caldwell County officials to consider a grant opportunity for a Caldwell County Community Evacuation Center.

**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:**

The Caldwell County 2020 Hazard Mitigation Plan was adopted in July 2020. The Plan provides that Caldwell County be the lead agency to construct or acquire/retrofit an Evacuation Multi-use Facility for emergency or disaster incidents and special events.

Caldwell County Representatives will be in attendance to discuss the granting opportunity on a proposed facility.

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

Funds Required: N/A  
Account Number: N/A  
Funds Available: N/A  
Account Name: N/A

Finance Review initials \_\_\_\_\_

**FISCAL NOTE (if applicable):**

Previous Council Action: None.

**COMMITTEE/BOARD/COMMISSION ACTION:** None.

**STAFF RECOMMENDATION/REQUESTED MOTION:**

None.

**LIST OF SUPPORTING DOCUMENTS:**

Caldwell County Power point presentation.

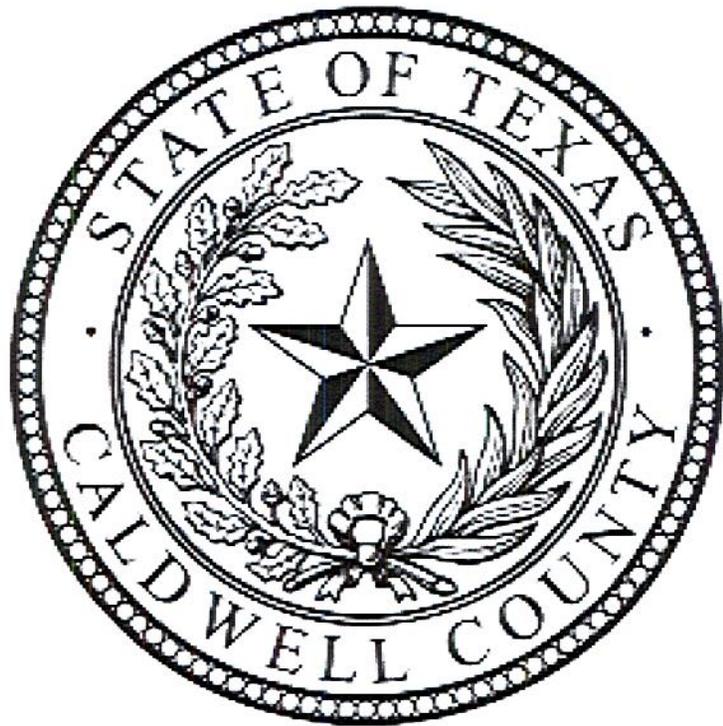
Department Head initials:

\_\_\_\_\_

City Manager's Review:

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**General Land Office – Community Development Mitigation Grant Program  
Partnership Proposal**



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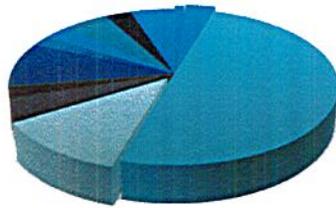
# CDBG MIT Program

The Texas General Land Office (GLO) is administering \$4,297,189,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) funds to accomplish the following:

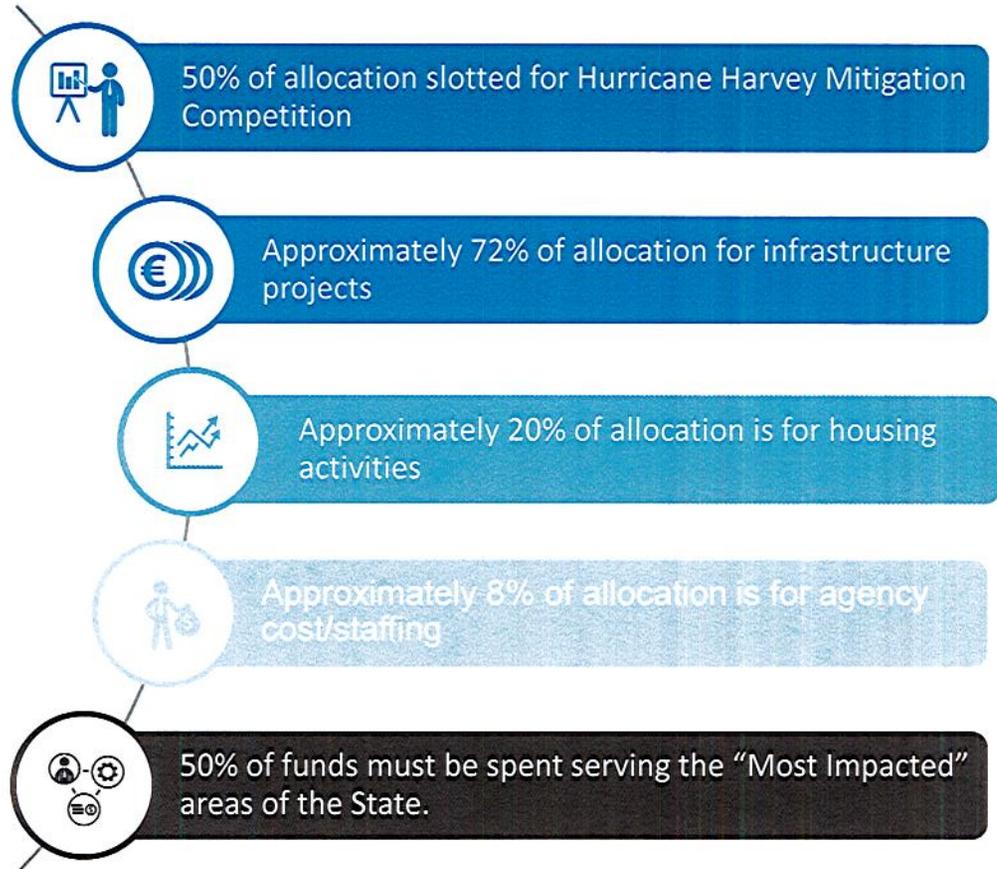
- ✓ Fund and carry out strategic and high-impact activities to mitigate disaster risks
- ✓ Reduce future losses in areas impacted by recent disasters
- ✓ Increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.”



# CDBG MIT Fund Allocation - \$4,297,189,000



- 2015 Floods Mitigation Competition
- 2016 Floods Mitigation Competition
- Hurricane Harvey Mitigation Competition
- Regional Mitigation Program
- HMGP Supplemental
- Coastal Resiliency Program
- Housing Oversubscription supplemental
- Resilient Home Program



# CDBG MIT Funding

Programs	HUD Most Impacted and Distressed	State Most Impacted and Distressed	Total Allocation
2015 Floods State Mitigation Competition	\$23,048,475	\$23,048,475	\$46,096,950
2016 Floods State Mitigation Competition	\$73,840,380	\$73,840,380	\$147,680,760
Hurricane Harvey State Mitigation Competition	\$1,072,388,360	\$1,072,388,360	\$2,144,776,720
Regional Mitigation Program	\$400,000,000	\$100,000,000	\$500,000,000
HMGP: Supplemental	\$85,000,000	\$85,000,000	\$170,000,000
Coastal Resiliency Program	\$100,000,000	-	\$100,000,000
Housing Oversubscription Supplemental	\$320,000,000	\$80,000,000	\$400,000,000
Resilient Home Program	\$80,000,000	\$20,000,000	\$100,000,000
State Project Delivery	\$64,457,835	\$64,457,835	\$128,915,670
Hazard Mitigation Plans	\$15,000,000	\$15,000,000	\$30,000,000
Resilient Communities Program	\$50,000,000	\$50,000,000	\$100,000,000
Regional and State Planning	\$107,429,725	\$107,429,725	\$214,859,450
State Administration	\$107,429,725	\$107,429,725	\$214,859,450
<b>Total</b>	<b>\$ 2,498,594,500</b>	<b>\$ 1,798,594,500</b>	<b>\$ 4,297,189,000</b>

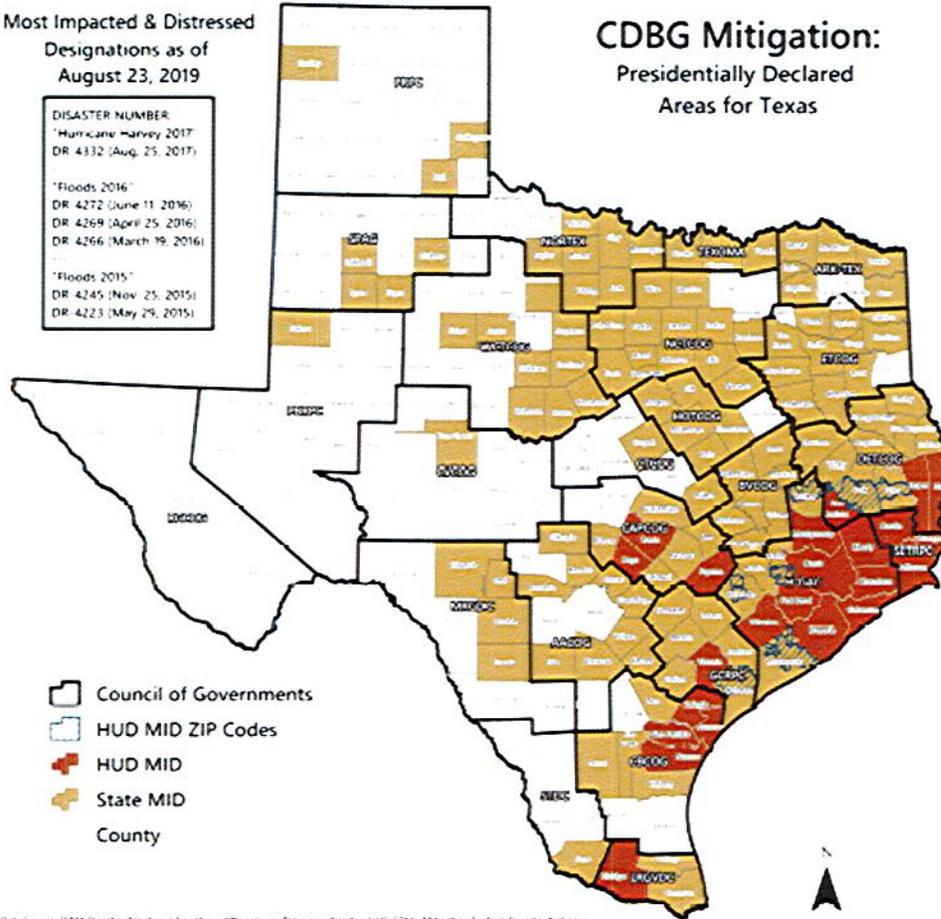


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Most Impacted & Distressed Designations as of August 23, 2019

DISASTER NUMBER	
'Hurricane Harvey 2017'	DR 4332 (Aug. 25, 2017)
'Floods 2016'	DR 4272 (June 11, 2016)
	DR 4269 (April 25, 2016)
	DR 4266 (March 19, 2016)
	...
'Floods 2015'	DR 4245 (Nov. 25, 2015)
	DR 4223 (May 29, 2015)

CDBG Mitigation:  
Presidentially Declared  
Areas for Texas



Data Source: FEMA Disaster Assistance Location: <https://www.fema.gov/disaster>; HUD/CDBG Mitigation Federal Register Notice  
Author: Texas General Land Office - Community Development and Revitalization Program  
Impresso File: 1021-102100000 Mapping 102100

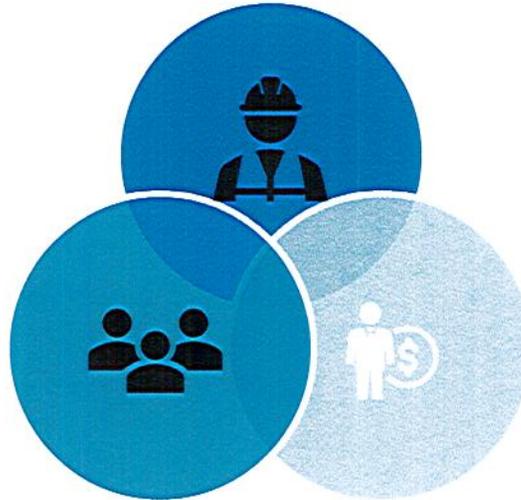


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## Caldwell County Community Center/Shelter Partnership

Caldwell County as Team Lead, an experienced GLO project recipient, has engaged the LCMS Grant Administration Team and Doucet & Associates Engineers for the application preparation and project administration.

Lockhart, Luling and Martindale.....



### Proposed Partners:

Caldwell County, Cities of Lockhart, Luling and Martindale.



## Next Steps:

- GLO CDBG MIT Applications became available 5/28/2020
- Approve MOU's/ILA's with partners
- Schedule Team meetings for application specifics
- Finalize Application for 30 Day public comment prior to submission
- Applications due October 28, 2020



# Caldwell County Community Center

## FEMA P-785/Red Cross Recommendations

- 40/60 SF/person
- 1 WC/ 20 (greater than code)
- 1 Shower/25 (greater than code)
- 350 Evacuees x 60 SF = 21,000 SF

## Ancillary Spaces

20,000 SF

- Restrooms, Showers
- Laundry
- Catering Kitchen: warm/distribute food
- Meet/Greet
- Circulation/MEP
- Exterior Queuing Area

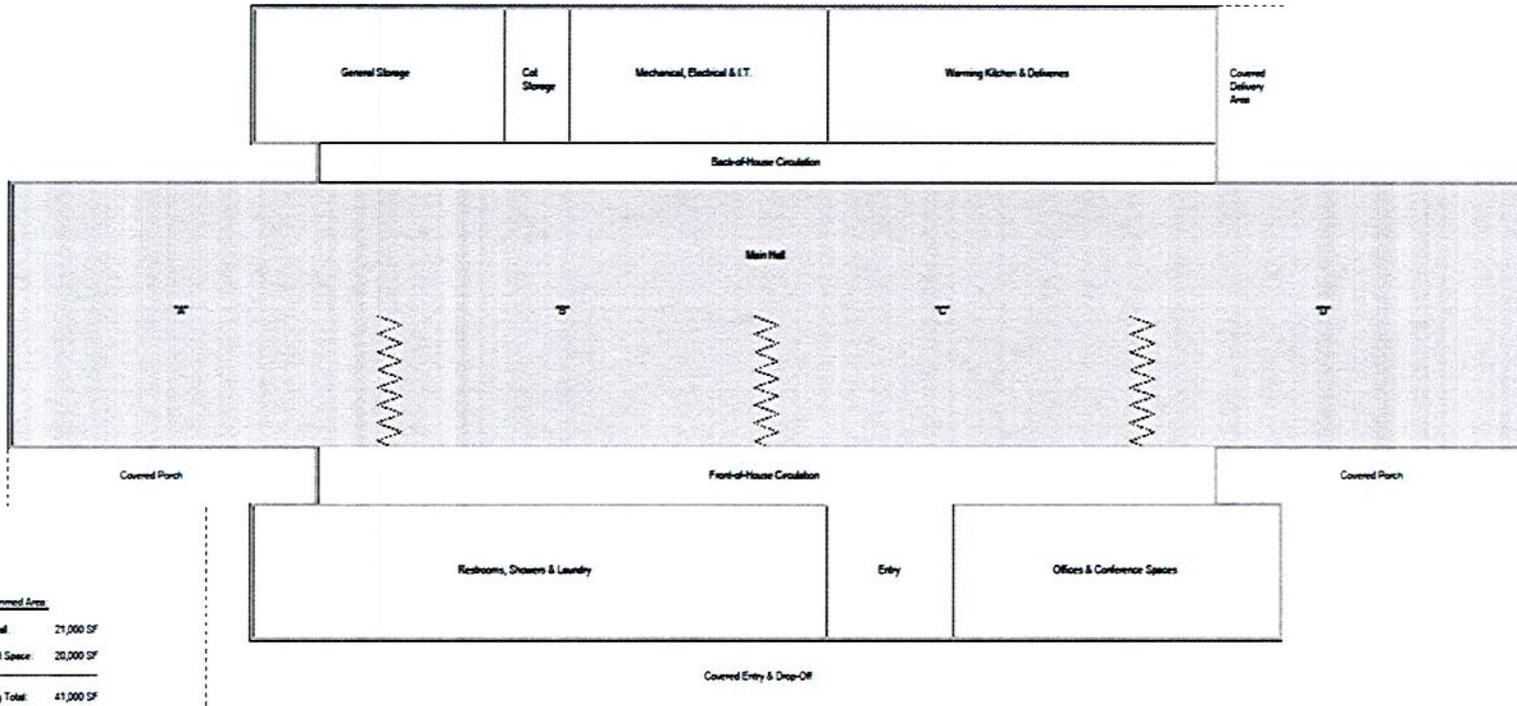
Total SF

41,000 SF

Events Center Capacity 15 SF/person

1400 seated





Programmed Area

Main Hall	21,000 SF
Support Space	20,000 SF
<b>Building Total</b>	<b>41,000 SF</b>

COMMUNITY/EVACUATION CENTER PROGRAM PLAN - 9.10.2020



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# Budget Summary for GLO CDBG-MIT Application

Building Construction (approximately \$300/SF)	\$ 12,200,000
Site and Land Cost	\$ 2,000,000
A&E (15%)	\$ 2,130,000
Grant Admin (8%)	\$ 1,136,000
<b>Total</b>	<b>\$ 17,466,000</b>



# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:**

Hold a PUBLIC HEARING on application ZC-20-10 by Joe Roland, and discussion and/or action to consider Ordinance 2020-19, for a Zoning Change from RLD Residential Low Density District to CMB Commercial Medium Business District on 0.371 acre in the Byrd Lockhart Survey, Abstract No. 17, located at 1101 North Commerce Street.

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

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:**

The applicant/owner has been parking vehicles on the subject property in violation of the current RLD zoning, which does not allow vehicle parking as the principal use of a lot. Rezoning to CMB would eliminate that restriction, although continued parking of vehicles on the property will still be a violation until the parking area is paved with an approved surface meeting the standards of the zoning ordinance. The addition of any surface more impervious than the natural ground that is there now will trigger compliance with the City's drainage ordinance, which may involve the engineering and construction of a storm-water detention facility. The applicant also owns the two lots south of the subject property at 1019 and 1017 North Commerce Street that contain a nonconforming house and old mobile home, and the triangular parcel adjacent to the west of those lots at 1018 North Colorado Street that contains a food trailer and another nonconforming old mobile home. There is existing CMB zoning adjacent to portions the south and west boundaries of the subject property, so this zoning change would expand those areas currently zoned CMB. Neither the current RLD zoning of the subject property and the residential property adjacent to the north, nor the CMB zoning of the remainder of the block, are consistent with the Medium Density Residential future land use designation shown on the Lockhart 2020 Land Use Plan map. The most consistent zoning would be RMD, although most of the block is already zoned CMB, including two lots containing a single-family dwelling and an old mobile home. This triangle-shaped block bordered by North Colorado Street, North Commerce Street, and China Street may be a candidate for a change in future land use designation from Medium Density Residential to General-Heavy Commercial when the land use plan is next updated. *Additional information is contained in the attached staff report.*

**COMMITTEE/BOARD/COMMISSION ACTION:**

At their September 9<sup>th</sup> meeting, the Planning and Zoning Commission voted 5-0-1 to recommend *APPROVAL*.

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

**LIST OF SUPPORTING DOCUMENTS:**

1) Ordinance 2020-19. 2) Legal description. 3) Maps. 4) Staff report. 5) Application form.

Department Head initials:

D.G.

City Manager's Review:



**ORDINANCE 2020-19**

**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 0.371 ACRE IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1101 NORTH COMMERCE STREET, FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO CMB COMMERCIAL MEDIUM BUSINESS DISTRICT.**

WHEREAS, on September 9, 2020, 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-20-10 as 0.371 acre in the Byrd Lockhart Survey, Abstract No. 17, more particularly described in Exhibit "A" and located at 1101 North Commerce Street, will be reclassified from RLD Residential Low Density District to CMB Commercial Medium Business 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 15<sup>th</sup> DAY OF SEPTEMBER, 2020.**

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

EXHIBIT "A"

BEING a 0.371 acre tract of land within the Corporate Limits of the City of Lockhart, Caldwell County, Texas, out of and a part of the Byrd Lockhart League, Abstract No. 17, and being the same tract that is described in a deed to Clarence Moore, said deed being of record in Volume 296, Page 488, Deed Records of Caldwell County,

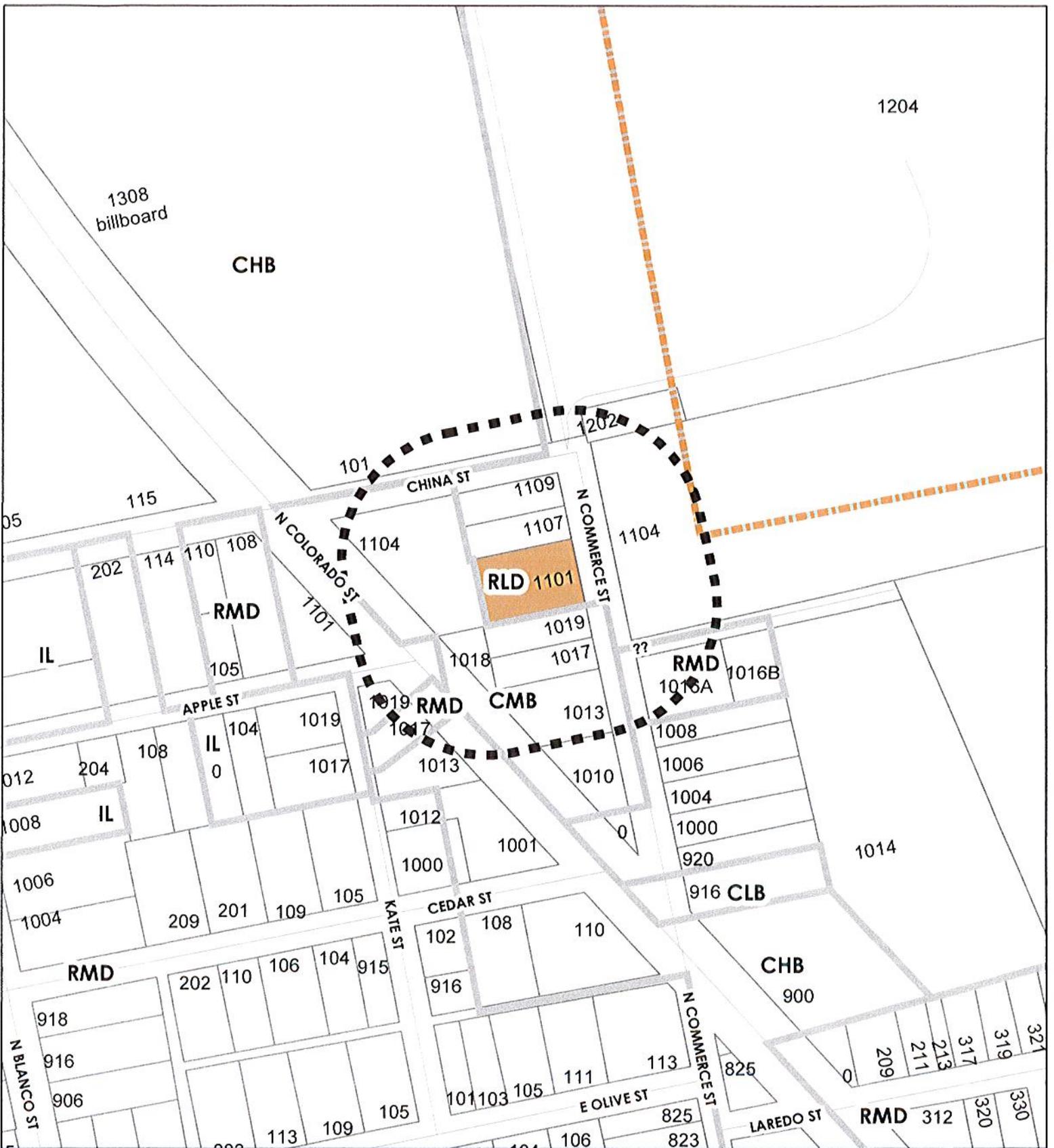
BEGINNING at a 5/8d rebar set in the West line of North Commerce Street for the Southeast corner of a called 1/8 acre tract which is described in a deed to Calvin Larremore, said deed being of record in Volume 48, at Page 52, said Deed Records, and for the Northeast corner of this tract;

THENCE South 10° 00' 00" East 105.00 feet, with the West line of North Commerce Street, to a 5/8d rebar set for the Northeast corner of a called 995.3 square feet FIRST TRACT which is described in a deed to Joe I. Roland, and wife, Dexter Roland, said deed being of record in Volume 497, Page 417, said Deed Records, and for the Southeast corner of this tract;

THENCE South 80° 00' 00" West 153.75 feet to a 5/8d rebar set in the East line of what is called a 12.06 foot alley for the Northwest corner of said FIRST TRACT and for the Southwest corner of this tract;

THENCE North 10° 00' 00" West with the East line of said alley, at 3.88 feet a 1 inch ID pipe found for the apparent Southeast corner of a called 0.634 acre tract which is described in a deed to Victoriano Yanez, said deed being of record in Volume 361, at Page 171, said Deed Records; and at a total distance of 105.00 feet a 5/8d rebar set for the Easterly Northeast corner of said Yanez tract, the Southwest corner of said Larremore tract, and for the Northwest corner of this tract;

THENCE North 80° 00' 00" East 153.75 feet to the POINT OF BEGINNING.



**ZC-20-10**

RLD TO CMB

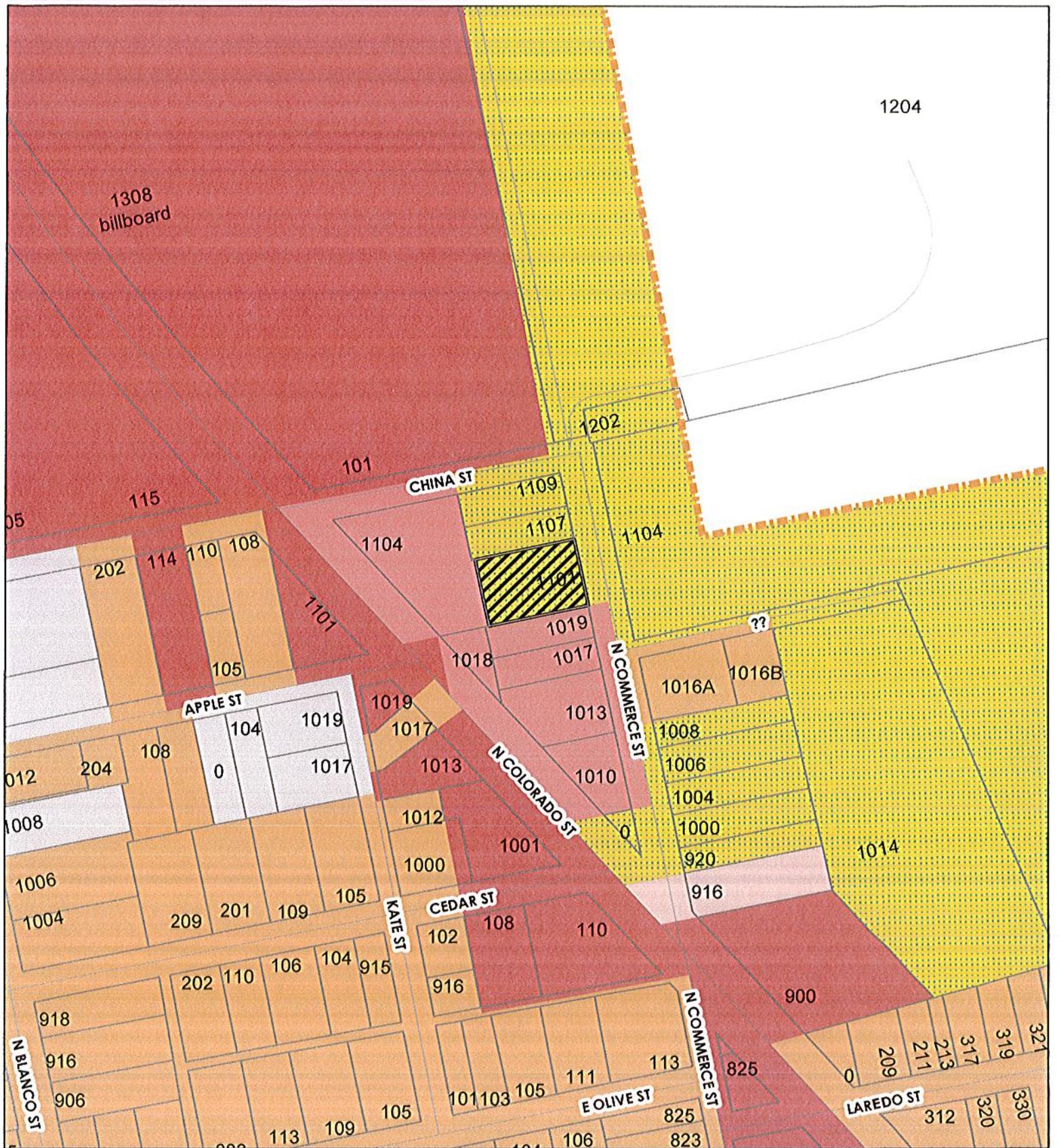
1101 N COMMERCE ST



scale 1" = 200'

- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER

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**ZC-20-10**

RLD TO CMB

1101 N COMMERCE ST



scale 1" = 200'

**ZONING DISTRICTS**

- COMMERCIAL HEAVY BUSINESS
- COMMERCIAL LIGHT BUSINESS
- COMMERCIAL MEDIUM BUSINESS
- INDUSTRIAL LIGHT
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY

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**CASE SUMMARY**

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STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-20-10  
 REPORT DATE: August 31, 2020 [Updated 9-10-20]  
 PLANNING AND ZONING COMMISSION HEARING DATE: September 9, 2020  
 CITY COUNCIL HEARING DATE: September 15, 2020  
 REQUESTED CHANGE: RLD to CMB  
 STAFF RECOMMENDATION: **Approval**  
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

**BACKGROUND DATA**

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APPLICANT: Joe Roland  
 OWNER: Same  
 SITE LOCATION: 1102 North Commerce Street  
 LEGAL DESCRIPTION: Metes and bounds  
 SIZE OF PROPERTY: 0.371 acre  
 EXISTING USE OF PROPERTY: Vacant  
 LAND USE PLAN DESIGNATION: Medium Density Residential

**ANALYSIS OF ISSUES**

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REASON FOR REQUESTED ZONING CHANGE: The applicant/owner has been parking vehicles on the subject property in violation of the current RLD zoning, which does not allow vehicle parking as the principal use of a lot. Rezoning to CMB would eliminate that restriction, although continued parking of vehicles on the property will still be a violation until the parking area is paved with an all-weather surface as required by the zoning ordinance, unless it is classified as a commercial vehicle storage lot, which can have an alternative surface. The addition of any surface more impervious surface than the natural ground that is there now will trigger compliance with the City’s drainage ordinance, which may involve the engineering and construction of a storm-water detention facility. The applicant also owns the two lots south of the subject property at 1019 and 1017 North Commerce Street that contain a nonconforming house and old mobile home, and the triangular parcel adjacent to the west of those lots at 1018 North Colorado Street that contains a food trailer and another nonconforming old mobile home.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	single-family dwelling, vacant	RLD, CHB	Medium Density Residential, Mixed use
East	Cemetery, single-family dwellings	RLD, RMD	Public and Institutional, Medium Density Residential, Low Density Residential
South	mobile home, single-family dwelling, commercial business	CMB	Medium Density Residential
West	commercial business	CMB	Medium Density Residential

TRANSITION OF ZONING DISTRICTS: There is existing CMB zoning adjacent to portions the south and west boundaries of the subject property, so this zoning change would expand those areas currently zoned CMB.

ADEQUACY OF INFRASTRUCTURE: Water and wastewater mains in front of the subject property have adequate capacity for additional development, and North Commerce Street between Colorado Street and China Street meets the standards for a minor street except for the lack of a sidewalk on at least one side.

POTENTIAL NEIGHBORHOOD IMPACT: The proposed change from RLD to CMB would allow a wide variety of commercial businesses in addition to the current vehicle storage use. The potential impacts could include additional traffic, noise, and night lighting that would be incompatible with the adjacent residences. However, commercial use of the property, including parking, will trigger the requirement for screening at least six feet high along the northern property line because the adjacent property has a residential zoning classification. Screening will not be required along the south and west property lines because the adjacent areas are zoned commercial.

CONSISTENCY WITH COMPREHENSIVE PLAN: Neither the current RLD zoning of the subject property and the residential property adjacent to the north, nor the CMB zoning of the remainder of the block, are consistent with the Medium Density Residential future land use designation shown on the Lockhart 2020 Land Use Plan map. The most consistent zoning would be RMD, although most of the block is already zoned CMB, including two lots containing a single-family dwelling and an old mobile home. This triangle-shaped block bordered by North Colorado Street, North Commerce Street, and China Street may be a candidate for a change in future land use designation from Medium Density Residential to General-Heavy Commercial when the land use plan is next updated.

ALTERNATIVE CLASSIFICATIONS: RMD would be the most consistent with the comprehensive plan, and CLB would be a less intense commercial zoning classification, but neither would allow a vehicle parking lot or commercial vehicle storage facility.

RESPONSE TO NOTIFICATION: One letter of protest was submitted, but was withdrawn after the Planning and Zoning Commission meeting. There has been no other public input, either in writing, on the phone, or in person.

STAFF RECOMMENDATION: The predominant zoning of the block is already CMB, and a large portion of the block is developed with commercial uses, so it's unlikely to ever be redeveloped with new residential uses unless they are in mixed use buildings with commercial on the ground floor and dwelling units on upper floors. Therefore, because the subject property already borders CMB zoning on two sides, it would be appropriate to rezone it to the same classification.

**ZONING CHANGE APPLICATION**

CITY OF  
**Lockhart**  
TEXAS

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

**APPLICANT/OWNER**

APPLICANT NAME Joe Roland  
DAY-TIME TELEPHONE (512) 738-2172  
E-MAIL j.roland60@yahoo.com

ADDRESS 1101 N. ~~Commerce~~ Colorado ST.  
Lockhart, TX

OWNER NAME Joe I. Roland  
DAY-TIME TELEPHONE (512) 738-2172  
E-MAIL j.roland60@yahoo.com

ADDRESS 1101 N. Colorado ST

**PROPERTY**

ADDRESS OR GENERAL LOCATION 1101 N Commerce ST  
LEGAL DESCRIPTION (IF PLATTED) A017 Lockhart Byrd, Acres .371  
SIZE .371 ACRE(S) LAND USE PLAN DESIGNATION Commercial  
EXISTING USE OF LAND AND/OR BUILDING(S) Residential  
PROPOSED NEW USE, IF ANY Storage + Parking

**REQUESTED CHANGE**

FROM CURRENT ZONING CLASSIFICATION Residential RLD  
TO PROPOSED ZONING CLASSIFICATION Commercial CMB  
REASON FOR REQUEST Need more space for parking + storage  
for parking lot for his work vehicles that have  
current tags (no junk vehicles)

**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 \$ \_\_\_\_\_ 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 Joe L. Roland

DATE 8/05/2020

**OFFICE USE ONLY**

ACCEPTED BY Christina Barden

RECEIPT NUMBER 954431

DATE SUBMITTED 8-12-2020

CASE NUMBER ZC - 20 - 10

DATE NOTICES MAILED 8-24-2020

DATE NOTICE PUBLISHED 8-27-20

PLANNING AND ZONING COMMISSION MEETING DATE 9-9-2020

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 9-15-2020

DECISION \_\_\_\_\_

# City of Lockhart, Tx

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action regarding the proposal and contractual agreements between Enterprise Fleet Management and the City of Lockhart; and appointing the City Manager to sign the contractual agreements.

**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 2020-21 budget workshops, the City Manager and Finance Director presented the City Council with an option to lease vehicles from Enterprise Fleet Management (EFM). The fiscal year budget for 2020-21, only included two vehicle purchases for the General Fund and one for the Electric Fund. This leasing program will allow the City to replace aged and high mileage vehicles with leased vehicles for less than the three budgeted vehicles. Nine vehicles in the General Fund including four police interceptors, one command SUV for Fire, one in Animal Control, two in Parks, and one in Streets. Electric department will receive three replacement vehicles, Water – one, Wastewater – three, and the Recycle center in Solid Waste – one.

A negotiated term was reached with Enterprise Fleet Management for four years or 48 months. According to the Maintenance Agreement the following responsibilities have been designated: Vehicle Repairs and Maintenance – EFM: all cost and expenses incurred in connection with the maintenance and repair of a "covered vehicle." City of Lockhart's responsibilities: a) fuel, b) oil and other fluids between changes, c) tire repair and replacement, 4) washing, 5) repair of damage due to lack of maintenance, and 6) any service and/or resulting from an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God.

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

Funds Required: \$89,824  
Account Number: Multiple departments  
Funds Available: \$89,824 (budgeted)  
Account Name: Rents and Leases

Finance Review initials 

**FISCAL NOTE (if applicable):**

**Previous Council Action:**

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

**LIST OF SUPPORTING DOCUMENTS:** Vehicle Leasing Analysis; Enterprise Master Equity Lease Agreement; Amendment to Master Equity Lease Agreement; Maintenance Agreement; Maintenance Management and Fleet Rental Agreement; Agreement to Sell Customer Vehicles; and Consignment Auction Agreement.

Department Head initials:

City Manager's Review:



## VEHICLE LEASING ANALYSIS

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Unit	Year	Description	Dept.	Odometer	Replacement	Lease
123	2010	Ford Fusion	Police	58,128	Interceptor	9,063.46
121	2010	Ford Fusion	Police	68,786	Interceptor	9,063.46
122	2010	Ford Fusion	Police	92,751	Interceptor	9,063.46
111	2010	Ford Crown Victoria	Police	96,226	Interceptor	9,063.46
302	2008	Ford Explorer	Fire	74,112	Ford Explorer	6,253.00
120	2010	Ford F150 Truck	Animal Con.	104,996	F-150	3,659.18
45	2001	Ford F150 Truck	Parks	183,069	F-150	3,659.18
46	2001	Ford F150 Truck	Parks	144,392	F-150	3,659.18
10	2001	Ford F150 Truck	Street	71,942	F-150	3,659.18
						57,143.56
3	1994	Chevy 1500	Electric	202,163	F-250	4,085.06
2A	1997	Ford F-150	Electric	170,059	F-250	4,085.06
26	2007	Ford F150 Truck	Electric	102,627	F-250	4,085.06
						12,255.18
119	2012	Ford F250 S/D Truck	Water	83,968	F-250	4,085.06
						4,085.06
15	1999	Chevy C-10 Truck	Water/Waste	153,300	F-250	4,085.06
16	2001	Ford F250 S/D Truck	Water/Waste	173,553	F-250	4,085.06
12	2005	Ford F150 Triton	Water/Waste	129,541	F-250	4,085.06
						12,255.18
2B	2002	Ford Ranger	Recycle		F-250	4,085.06
						4,085.06
						89,824.04

  
**FLEET MANAGEMENT**

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this 15th day of September, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Sarvicar or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: CITY OF LOCKHART, TX

Signature: \_\_\_\_\_

By: Steve Lewis

Title: City Manager

Address: 308 W. San Antonio St.  
Lockhart, Texas 78644

Date Signed: September 15, 2020

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

**INDEMNITY:** As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

**NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

**No Boycotting Israel.** As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**enterprise**  
**FLEET MANAGEMENT**

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Lockhart

Signature: \_\_\_\_\_

By: Steve Lewis

Title: City Manager

Address: 308 W. San Antonio St.  
Lockhart, TX 78644

Date Signed: September 15, 2020

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

  
**FLEET MANAGEMENT**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this 15th day of September, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Lockhart ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 15th day of September, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Lockhart

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Steve Lewis

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Address: 308 W. San Antonio St.  
Lockhart, TX 78644

Address: \_\_\_\_\_

Attention: Pam Larison

Attention: \_\_\_\_\_

Fax #: 512-398-5103

Fax #: \_\_\_\_\_

Date Signed: September 15 2020

Date Signed: \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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**FLEET MANAGEMENT**

**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the 15<sup>th</sup> day of September, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Lockhart (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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8. FEES: EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Lockhart

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Steve Lewis

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Address: 308 W. San Antonio St.  
Lockhart, TX 78644

Address: \_\_\_\_\_

Date Signed: September 15 2020

Date Signed: \_\_\_\_\_

  
**FLEET MANAGEMENT**

**AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Lockhart (hereinafter referred to as "CUSTOMER"), on the other hand on this 15th day of September, 2020 (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400.00 or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

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6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: Steve Lewis

Title: City Manager

Date Signed: September 15 2020

Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC

  
**FLEET MANAGEMENT**

**CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Lockhart (hereinafter referred to as "CUSTOMER") on this 15th day of September, 2020 (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Municipal Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400.00 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: Steve Lewis

Title: City Manager

Date Signed: September 15 2020

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# City of Lockhart, Tx

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action regarding the proposal and annual support agreement between AdComp Systems Group and the City of Lockhart; and appointing the City Manager to sign the annual support agreement and purchase order.

**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 the 2020-21 budget workshops and the COVID-19 pandemic, the City Manager and Finance Director presented the City Council with an option to purchase one or two kiosks with CARES/CRF funds. If the City were to purchase two units, one would be placed next to the Market Street entrance of City Hall, where the accessibility ramp is available. The second unit will be located at the Municipal Court Building in the second drive-through bay. Both kiosks will have security monitoring within the units and be monitored by City security cameras. For customer convenience the kiosks will be able to perform several functions such as check utility and court balances; receive multiple forms of payments (checks, credit cards and cash with the ability to return change); and allow customers to make full and partial payments.

According to the Texas Department of Emergency Management, in reference to the use of CARES/CRF funds, the City of Lockhart can use the State of Texas Local Government Code Section 252.022(a) exemption to circumvent the requirement for sealed bids over \$50,000 because of "(2.) A procurement necessary to preserve or protect the public health of the municipality's residents."

The City was able to secure two bids: AdComp Systems Group and CityBase for single and/or double units. Two additional vendors did not respond to the City's request.

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

Funds Required: \$79,392.64  
Account Number: 202-5999-995  
Funds Available: \$146,190.58  
Account Name: CARES Relief Grant Fund

Finance Review initials



**FISCAL NOTE (if applicable):**

**Previous Council Action:**

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully request approval of a bid to AdComp Systems Group for two kiosks at a cost of \$66,327.20 and request a motion to approve the annual support agreement with AdComp for \$13,065.44.

**LIST OF SUPPORTING DOCUMENTS:** AdComp Systems Group quote and CityBase quote.

Department Head initials:

City Manager's Review:



**2020 PRICING - JACK - Citation Smart - Web - Voice - Mobile - POS**

**Please complete & email or fax to us**

Company: **2 OUTFACING KIOSK**

Contact: **Lockhart**

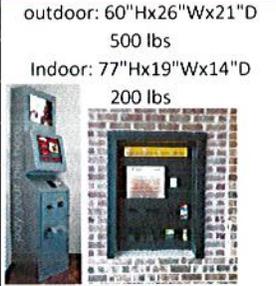
Title: **One had Utilities and the other has Utility and Court**

PO#:

Email:

Date: **8/4/2020**

Signature:



www.adcompsystems.com  
877-275-7694 Fax: 877-767-9747  
sales@adcompsystems.com

No.	Item	Qty	Unit \$	Price \$	Remarks
1	<b>JACK:</b> With touchscreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	2	16546	<b>33,091.20</b>	Kiosk cabinets have the ability to be bolted to the floor or wall for added security.
2	Additional Department - Base Software	1	2700	<b>2,700.00</b>	cost for additional department eg: utilites / courts etc.

**Upgrade to JACK Senior**

3	Advanced Payment Kiosk Software to lookup balance and update payments using software API or lockbox file.	3	4300	<b>12,900.00</b>	Charged per department. eg: utilites / courts etc. Your software management company may charge additional API or lockbox fees - we can't control that.
4	Check MICR Reader / Imager	2	2390	<b>4,780.00</b>	<b>Highly Recommended:</b> For utility payments only
4	Bill Dispenser/Recycler - 2 denomination	2	2800	<b>5,600.00</b>	Only if bill change is to be given.
6	Barcode Reader	2	785	<b>1,570.00</b>	Recommended: If Barcode is on the bill stub.
7	Outside Enclosure (weatherizing).	0	3000	<b>0.00</b>	Still needs to be installed so its not directly in the weather
8	Security Cameras - in the safe and outfacing	2	1143	<b>2,286.00</b>	4 port DVR and 3 cameras included
9	Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote.	2	1200	<b>2,400.00</b>	Physical install of kiosk to be done by customer's contractor.
<b>Har Total</b>				<b>65,327.20</b>	
Enter additional numbers for the specs you would like.					
Adcomp Gateway fee, 50 cents per credit card trasaction only					

**Annual maintenance contract (20%) of cost price is due & billed when kiosk goes live.** **\$13,065.44**

All orders are confirmed with a 100% advance payment.  
Shipping and Handling is not included. Taxes if applicable are not included. **\$1,000.00**

**\$79,392.64**

**AdComp Systems Support Agreement**  
Terms & Conditions

The annual support provided by AdComp, includes the following services.

Depending on the hardware installed, AdComp will provide some or all of the services below.

Adcomp offers 24-7 support.

All support requests are typically responded to immediately to a maximum of 4-6 hours.

Online Remote Support: AdComp support staff relies on providing efficient support by logging in to the kiosk and troubleshooting the issues to fix any problem that may occur. Adcomp has an alerting system that will also identify the problem and send email alerts and text message alerts to the customer and to Adcomp's support staff for troubleshooting and fixing.

Software Updates: Any updates that are provided by third-party vendors (such as Windows Updates by Microsoft) shall be updated on the kiosk at no charge.

Troubleshooting and Repairs: AdComp shall strive to resolve all issues as soon as possible, usually within one or two business days. If the issue requires changes to the software (bug fixing) and/or hardware parts replacement it could take longer to remedy the issue.

Hardware issues requiring a change of parts shall be handled through normal RMA procedures. Hardware parts under warranty shall be provided free of cost and free one-way return ground shipping. The customer will bear the cost of shipping the defective part back to AdComp. Estimates for parts not under warranty will be provided for approval prior to shipment. In most cases, replacement parts can be cross-shipped by AdComp.

Support Method: AdComp provides support by telephone and by remotely logging into the unit to troubleshoot any hardware or software issues. If the remote connection is not working or unavailable, the customer has to assist the technician to troubleshoot and fix the connectivity issue first. Once the connectivity is established the technicians will attempt to resolve the issue remotely. AdComp will provide technical support to the customer for replacement of parts that are shipped.

Real time Transaction reports - AdComp provides real time reports of all transactions and all activity that occurs on the kiosk.

Alerts: Alerts are set up to be sent out by email and text messaging for hardware/software malfunctions.

Statistical reports - AdComp provides statistical reports for all Credit Card, Cash and Check transactions. These can be broken down per day, week or month.

Filtered Transaction reports - AdComp provides filtered and sorted transaction reports of Credit Card, Cash and Check usage.

Detailed click logs - Adcomp maintains logs for every touch and every transaction is recorded. This is used for technical troubleshooting by AdComp's techs.

Cost of Annual Support Services: Cost of Annual Support services is calculated at 20% of the initial cost of the kiosk hardware and software. This get's billed once the kiosk goes live. Annual support covers all of your real time reporting, alerts, software updates, remote/phone/tech support.

Warranty: There is a one year parts warranty on all hardware equipment.

Term and Renewal of Agreement: The Support Agreement is signed between the Customer and AdComp for a period of one year at the time the kiosk is ordered.

The Support agreement begins on the date of which the kiosk does its first transaction. The Support Agreement is renewed automatically for subsequent one year terms, unless the Customer provides AdComp a 30-day written notice for termination. At the end of each term, AdComp will invoice the customer for the next annual term.

For AdComp Systems	For Customer:_____
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____



## Kiosk Pricing Proposal for Lockhart Texas

Jim Blair, Account Executive

C: 916-717-1132

E: [jblair@thecitybase.com](mailto:jblair@thecitybase.com)

### COVID-19

With governments throughout the country starting to reopen, leaders are looking for ways to protect the health and safety of their residents and staff. CityBase is here to help you ensure that in-person payments are available for all your constituents. One of our clients added 19,000 new users to their kiosk network during the month of April. This was due in part to many of their utility offices being closed due to the COVID-19 pandemic.

### About CityBase

CityBase was founded in 2013 to create technology that improved people's interactions with the public sector. We embrace the challenge that makes government and utilities so unique: serve the entire demographic regardless of their needs and challenges.

In 2019, CityBase became a business unit of GTY Technology (GTY), a publicly traded company on NASDAQ. GTY brings leading public sector technology companies together to achieve a new standard in citizen engagement and resource management. Through its six subsidiaries, GTY offers an intuitive cloud-based suite of solutions for state and local governments spanning functions in procurement, payments and digital services, grant management, budgeting, and permitting.

We understand that your organization will have unique needs which may also change over time. CityBase technology allows for flexibility with implementing a single payment or multiple payments on a kiosk. CityBase products include:

## Pricing

CityBase Kiosk Pricing Options – Per Kiosk, 3-year term		
CityBase Kiosk Models & Fees	Kiosk Purchase	Kiosk Monthly Lease
Indoor-Hardware & Software License	\$60,000 one-time payment	\$2,100/month
Outdoor-Hardware & Software License	\$70,000 one-time payment	\$2,500/month
Maintenance & Support	Included	Included
*Implementation & Integration to 1 billing system	Included	Included
Additional integrations	\$195/hour	\$195/hour
Processing Fees**		
Tender Type	Service Fee Model	Absorbed Model
Check (ACH)	\$1.00 per transaction	TBD
Cash Transactions	\$0/transaction	\$0/transaction
Credit/Debit	2.50% (\$1.00 min) per transaction	TBD
CityBase Kiosk Pricing Options – Per Kiosk, Beyond Year 3		
Products/Fees	1 Annual Payment	12 Monthly Payments
Annual License & Maintenance renewal after initial 36 months	\$12,000 annual payment	\$1,000/month
Hardware replacement	Priced and invoiced as needed	Included as needed

\*Price includes one (1) integration to one (1) billing system. Additional integrations will be billed at the standard hourly rate.

\*\*Processing fees may vary based on payment volume and whether a fee is assessed for each tender type. No fees will be assessed for Cash Payments. ACH fees can be adjusted to match current fee structure.

Credit card and ACH payment volumes for kiosks and/or Web payments may offset total costs.

# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action regarding acceptance of CARES Act Airport Grant Agreement in the amount of \$30,000 for general maintenance to the Municipal Airport.

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

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:** The CARES Act Grant was provided to eligible airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 pandemic. The purpose of this grant is to maintain safe and efficient airport operations. Funds provided under this grant must be used for purposes directly related to the airport.

- Funds awarded to the Lockhart Municipal Airport-\$30,000
- Expiration of funds- June 1, 2024
- Project identified- Repair of runway, taxiway, parking lot deficiencies

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

Funds Required:      \$30,000  
Account Number:      580-5780-911  
Funds Available:      \$30,000 from CARES/CRF Grant  
Account Name:      Construction/Project Improvement

Finance Review initials



**FISCAL NOTE (if applicable):**

Previous Council Action:

**COMMITTEE/BOARD/COMMISSION ACTION:**

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff recommends acceptance of CARES Act Airport Agreement.

**LIST OF SUPPORTING DOCUMENTS:** Resolution 2020-21 and Agreement.

Department Head initials:

City Manager's Review:



**RESOLUTION 2020-21**

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS AUTHORIZING  
ACCEPTANCE OF THE TEXAS DEPARTMENT OF TRANSPORTATION  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT  
AIRPORT GRANT AGREEMENT GRANT NUMBER 20CRLHART**

**WHEREAS**, the City of Lockhart has submitted to the Texas Department of Transportation (TxDOT) a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airports Grants Application on September 1, 2020, for a grant of Federal funds at or associated with Lockhart Municipal Airport; which is included as part of this Grant Agreement; and

**WHEREAS**, This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas, and City of Lockhart, Texas; and

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the TxDOT has approved the Grant Application for Lockhart Municipal Airport consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Lockhart Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 27, 2020.

Funds provided under the Grant will be governed by the same principles that govern "airport revenue."

New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

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

1. The attached Texas Department of Transportation CARES Act Airport Grant Agreement is hereby approved.
2. The City of Lockhart has accepted the terms of TxDOT's Grant offer.

**PASSED, APPROVED AND ADOPTED** this the 15<sup>th</sup> day of September 2020.

**CITY OF LOCKHART, TEXAS**

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

ATTEST:

APPROVED AS TO FORM:

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

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

**TEXAS DEPARTMENT OF TRANSPORTATION  
CARES ACT AIRPORT GRANT AGREEMENT**

**PART I – OFFER**

Offer Date September 1, 2020

Airport Lockhart Municipal Airport

CARES Grant Number 20CRLHART

Unique Entity Identifier 074616863

TO: City of Lockhart, Texas  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The State of Texas, acting through the Texas Department of Transportation

**WHEREAS**, the Sponsor has submitted to the TxDOT a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") September 1, 2020, for a grant of Federal funds at or associated with Lockhart Municipal Airport; which is included as part of this Grant Agreement; and

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Lockhart, Texas, (hereinafter referred to as the "Sponsor").

WHEREAS, City of Lockhart has accepted the terms of TxDOT's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the TxDOT has approved the Grant Application for Lockhart Municipal Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Lockhart Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 27, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport

revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Request for CARES Act Funding, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.

(A) The following amount represents the calculation of the maximum total obligation above available under the provisions of Public Law 116-136, provided to each airport according to CARES Act formulas:

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is May 28, 2024 (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the TxDOT authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under the CARES Act.
4. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2024, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **Electronic Grant Payment(s).** The Sponsor will use the current practice of submitting payment requests and associated support documentation in the TxDOT eGrants system. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments as quickly as possible.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or

- disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
  - C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**16. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

**17. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity —
  - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part

180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

#### **18. Employee Protection from Reprisal.**

##### **A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

19. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant Agreement.

## SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the State.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the Federal share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The State will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the State that the Sponsor is legally responsible for payment of such costs;
  - B. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*City of Lockhart, Texas*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**STATE OF TEXAS  
TEXAS DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed Name)*

\_\_\_\_\_  
*(Title)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions

applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and

assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities

operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license,

permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action regarding recommendation to award bid to Westar Construction of Georgetown, Texas in the amount of \$154,788 for the construction of the Town Branch Trail Phase II consisting of approximately 2,237' of 6' wide concrete trails.

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

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:** St. David's Foundation awarded the City of Lockhart a grant for the Healthiest Places Projects in the amount of \$200,000 in January of 2020. The purpose of the grant was to create or improve areas where the public can access amenities that promote physical activities. The project chosen for the grant was the continuation of trails in our park system to improve connectivity and create a safe environment for pedestrian traffic. This project consists of construction of approximately 2,237' of 6' wide concrete trail including pedestrian ramps. Bids were advertised in compliance with State Law for the construction of the Town Branch Trail Phase II Project. Eight (8) bids were received ranging from \$154,788 to a high of \$266,058.98. The lowest bid was submitted by Westar Construction in the amount of \$154,788 for the Total Bid Proposal. Westar Construction has a commendable reputation of installing flatwork and concrete construction.

**PROJECT SCHEDULE (if applicable):** Completion in Calendar Year 2020

**AMOUNT & SOURCE OF FUNDING:**

Finance Review initials



**Funds Required:** Grant Funds-\$154,788  
**Account Number:** 215-5440-911  
**Funds Available:** \$174,929.62  
**Account Name:** Misc. Special Revenue and Street, ROW, Drainage

**FISCAL NOTE (if applicable):**

**Previous Council Action:**

Grant Applications Submission-August 19, 2019  
Grant Awarded-October 31, 2019  
Grant Agreement Approved-January 10, 2020

**COMMITTEE/BOARD/COMMISSION ACTION:**

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully recommends approval of the bid award to Westar Construction in the amount of \$154,788.

**LIST OF SUPPORTING DOCUMENTS:** Bid Advertisement, Bid Tab, Letter of Recommendation, Project Map

Department Head initials:

\_\_\_\_\_

City Manager's Review:

\_\_\_\_\_





505 East Huntland Drive  
Suite 250  
Austin, Texas 78752

T 512.454.8716  
TRCcompanies.com  
T.B.P.E. #F-8632

September 8, 2020

Mr. Steven Lewis, City Manager  
City of Lockhart  
P.O. Box 239  
Lockhart, Texas 78644

**RE: Town Branch Trail – Phase II  
Bid Award Consideration**

Dear Mr. Lewis:

The bid opening for the above referenced project was held on September 3, 2020. The total base bids range from a low of \$154,788.00 to a high of \$266,058.97 as shown on the attached bid tabulation. The project consists of concrete trail including pedestrian ramps and drainage infrastructure.

TRC has conducted reference checks and found that Westar Construction, Inc. (Westar) has a satisfactory record of project completion. Westar successfully completed Phase 1 of the Town Branch Trail for the City as well.

It is recommended that Westar be awarded a contract for the total (base and additive alternate) bid proposal amount of \$154,788.00 for the Town Branch Trail – Phase II project. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "JD", written over a light blue horizontal line.

Jeff Dahm, P.E.  
Project Engineer

Enclosures Bid Tab

City of Lockhart  
TOWN BRANCH TRAIL – PHASE II  
Bid Tabulation  
September 3, 2020 - 10:00 AM



Westar Construction, Inc. 4500 Williams Dr. Suite 212- PMB 411 Georgetown, TX 78633	WJC Constructors Services PO Box 104 Smithville, TX 78957	Myers Concrete Construction, LP PO Box 2928 Wimberley, TX 78676
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID PROPOSAL</b>									
P.1	5" Concrete Trail	1,483	S.Y.	\$63.00	\$93,429.00	\$67.43	\$100,000.00	\$72.00	\$106,776.00
P.2	Pedestrian Curb Ramps	1	EA	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$1,470.00	\$1,470.00
P.3	Remove Existing concrete Curb	10	L.F.	\$10.00	\$100.00	\$80.00	\$800.00	\$20.00	\$200.00
P.4	Masonry Pavers	240	S.F.	\$22.00	\$5,280.00	\$37.50	\$9,000.00	\$16.00	\$3,840.00
P.5	18" Concrete Pipe	23	L.F.	\$90.00	\$2,070.00	\$86.96	\$2,000.00	\$199.00	\$4,577.00
P.6	30" Corrugated Metal Pipe	49	L.F.	\$90.00	\$4,410.00	\$61.22	\$3,000.00	\$237.00	\$11,613.00
P.7	Type II Safety End Treatment	1	EA	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$3,830.00	\$3,830.00
P.8	Riprap	11	S.Y.	\$110.00	\$1,210.00	\$254.55	\$2,800.00	\$295.00	\$3,245.00
P.9	Thermoplastic Striping	64	S.F.	\$30.00	\$1,920.00	\$46.88	\$3,000.00	\$24.00	\$1,536.00
P.10	Seeding	2,237	L.F.	\$7.00	\$15,659.00	\$1.25	\$2,800.00	\$1.00	\$2,237.00
P.11	Install Proposed Signs	2	EA	\$750.00	\$1,500.00	\$400.00	\$800.00	\$965.00	\$1,930.00
P.12	Pollution Prevention Plan	1	L.S.	\$1,750.00	\$1,750.00	\$14,000.00	\$14,000.00	\$8,764.00	\$8,764.00
P.13	Performance/Payment Bonds	1	L.S.	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$1,447.00	\$1,447.00
P.14	Mobilization/De-mobilization	1	L.S.	\$11,150.00	\$11,150.00	\$14,000.00	\$14,000.00	\$7,658.00	\$7,658.00
<b>TOTAL BASE BID</b>					<b>\$150,578.00</b>		<b>\$156,500.00</b>		<b>\$159,123.00</b>
<b>ADDITIVE ALTERNATE BID ITEM</b>									
P.A.1	Rock Riprap	11	S.Y.	\$110.00	\$1,210.00	\$254.55	\$2,800.00	\$505.00	\$5,555.00
P.A.2	Concrete Headwall	1	EA	\$3,000.00	\$3,000.00	\$5,600.00	\$5,600.00	\$7,650.00	\$7,650.00
<b>TOTAL ALTERNATE BID ITEM</b>					<b>\$4,210.00</b>		<b>\$8,400.00</b>		<b>\$13,205.00</b>
<b>TOTAL BASE + ALTERNATE BID</b>					<b>\$154,788.00</b>		<b>\$164,900.00</b>		<b>\$172,328.00</b>

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City of Lockhart  
TOWN BRANCH TRAIL – PHASE II  
Bid Tabulation  
September 3, 2020 - 10:00 AM



				DPR McHam 6390 FM 1102 New Braunfels, TX 78132		C3 Environmental Specialties 132 Nell Deane Boulevard Schertz, TX 78154		M&C Fonseca Construction Co., 1901 Prairie Creek Rd. Granite Shoals, TX 78654	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID PROPOSAL</b>									
P.1	5" Concrete Trail	1,483	S.Y.	\$54.05	\$80,156.15	\$83.50	\$123,830.50	\$105.00	\$155,715.00
P.2	Pedestrian Curb Ramps	1	EA	\$2,730.00	\$2,730.00	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00
P.3	Remove Existing concrete Curb	10	L.F.	\$162.50	\$1,625.00	\$36.00	\$360.00	\$25.00	\$250.00
P.4	Masonry Pavers	240	S.F.	\$38.35	\$9,204.00	\$6.50	\$1,560.00	\$18.00	\$4,320.00
P.5	18" Concrete Pipe	23	L.F.	\$353.26	\$8,124.98	\$70.00	\$1,610.00	\$65.00	\$1,495.00
P.6	30" Corrugated Metal Pipe	49	L.F.	\$289.20	\$14,170.80	\$145.00	\$7,105.00	\$65.00	\$3,185.00
P.7	Type II Safety End Treatment	1	EA	\$11,115.00	\$11,115.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00
P.8	Riprap	11	S.Y.	\$590.91	\$6,500.01	\$58.00	\$638.00	\$45.00	\$495.00
P.9	Thermoplastic Striping	64	S.F.	\$50.80	\$3,251.20	\$40.00	\$2,560.00	\$47.00	\$3,008.00
P.10	Seeding	2,237	L.F.	\$0.85	\$1,901.45	\$1.15	\$2,572.55	\$1.25	\$2,796.25
P.11	Install Proposed Signs	2	EA	\$1,462.50	\$2,925.00	\$360.00	\$720.00	\$750.00	\$1,500.00
P.12	Pollution Prevention Plan	1	L.S.	\$6,240.00	\$6,240.00	\$7,200.00	\$7,200.00	\$3,000.00	\$3,000.00
P.13	Performance/Payment Bonds	1	L.S.	\$5,200.00	\$5,200.00	\$5,940.00	\$5,940.00	\$6,000.00	\$6,000.00
P.14	Mobilization/De-mobilization	1	L.S.	\$7,657.18	\$7,657.18	\$18,000.00	\$18,000.00	\$6,000.00	\$6,000.00
<b>TOTAL BASE BID</b>					<b>\$160,800.77</b>		<b>\$177,696.05</b>		<b>\$196,264.25</b>
<b>ADDITIVE ALTERNATE BID ITEM</b>									
P.A.1	Rock Riprap	11	S.Y.	\$943.10	\$10,374.10	\$157.50	\$1,732.50	\$90.00	\$990.00
P.A.2	Concrete Headwall	1	EA	\$13,162.50	\$13,162.50	\$18,250.00	\$18,250.00	\$6,500.00	\$6,500.00
<b>TOTAL ALTERNATE BID ITEM</b>					<b>\$23,536.60</b>		<b>\$19,982.50</b>		<b>\$7,490.00</b>
<b>TOTAL BASE + ALTERNATE BID</b>					<b>\$184,337.37</b>		<b>\$197,678.55</b>		<b>\$203,754.25</b>

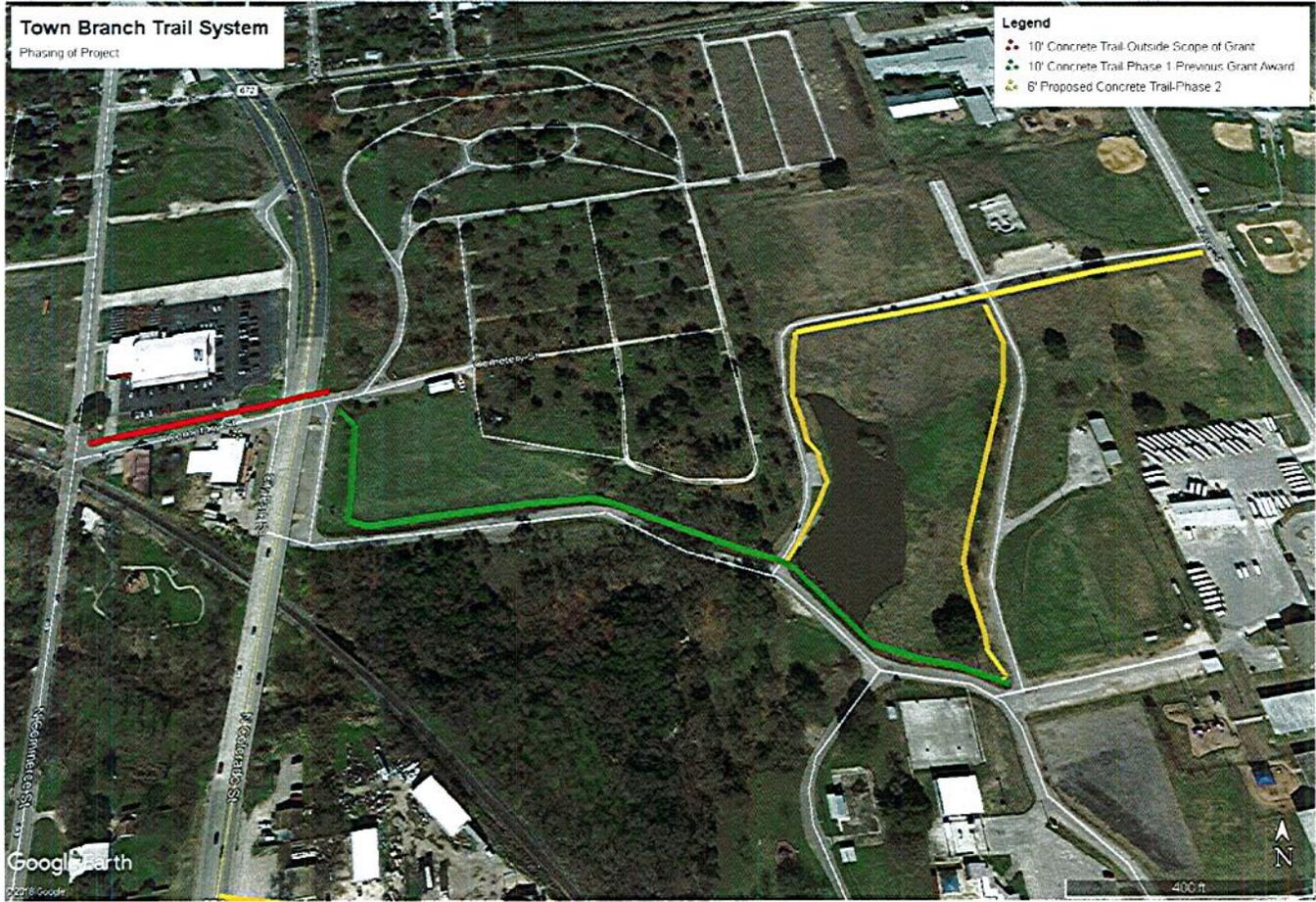
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City of Lockhart  
TOWN BRANCH TRAIL – PHASE II  
Bid Tabulation  
September 3, 2020 - 10:00 AM



				A Greater Austin Development Co., Inc. 6500 River Place Blvd, Bldg 1, Ste 201 Austin, Texas 78730		Allbrite Constructors of Texas, Inc. 10811 Iota Dr. San Antonio, TX 78217	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
<b>BASE BID PROPOSAL</b>							
P.1	5" Concrete Trail	1,483	S.Y.	\$93.00	\$137,919.00	\$101.14633	\$150,000.00
P.2	Pedestrian Curb Ramps	1	EA	\$2,700.00	\$2,700.00	\$5,500.00	\$5,500.00
P.3	Remove Existing concrete Curb	10	L.F.	\$63.00	\$630.00	\$250.00	\$2,500.00
P.4	Masonry Pavers	240	S.F.	\$47.00	\$11,280.00	\$62.496	\$14,999.04
P.5	18" Concrete Pipe	23	L.F.	\$175.00	\$4,025.00	\$521.73913	\$12,000.00
P.6	30" Corrugated Metal Pipe	49	L.F.	\$105.00	\$5,145.00	\$306.12245	\$15,000.00
P.7	Type II Safety End Treatment	1	EA	\$3,950.00	\$3,950.00	\$7,500.00	\$7,500.00
P.8	Riprap	11	S.Y.	\$450.00	\$4,950.00	\$409.09	\$4,499.99
P.9	Thermoplastic Striping	64	S.F.	\$18.00	\$1,152.00	\$70.31250	\$4,500.00
P.10	Seeding	2,237	L.F.	\$5.00	\$11,185.00	\$2.45865	\$5,500.00
P.11	Install Proposed Signs	2	EA	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
P.12	Pollution Prevention Plan	1	L.S.	\$5,500.00	\$5,500.00	\$12,000.00	\$12,000.00
P.13	Performance/Payment Bonds	1	L.S.	\$4,496.00	\$4,496.00	\$14,459.94	\$14,459.94
P.14	Mobilization/De-mobilization	1	L.S.	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00
<b>TOTAL BASE BID</b>					<b>\$203,932.00</b>		<b>\$255,458.97</b>
<b>ADDITIVE ALTERNATE BID ITEM</b>							
P.A.1	Rock Riprap	11	S.Y.	\$590.00	\$6,490.00	\$433.63636	\$4,770.00
P.A.2	Concrete Headwall	1	EA	\$9,200.00	\$9,200.00	\$5,830.00	\$5,830.00
<b>TOTAL ALTERNATE BID ITEM</b>					<b>\$15,690.00</b>		<b>\$10,600.00</b>
<b>TOTAL BASE + ALTERNATE BID</b>					<b>\$219,622.00</b>		<b>\$266,058.97</b>

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# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action regarding recommendation to award bid to Westar Construction of Georgetown, Texas in the amount of \$69,643.50 for the construction of the South Colorado Street Sidewalk Extension consisting of approximately 306 square yards of concrete sidewalk and 90 linear feet of pedestrian rail.

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

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:** The recently completed traffic signal installed on US183 in front of Walmart gave pedestrians another signaled crosswalk. However, this crosswalk was lacking the connectivity of a sidewalk making it hazardous for pedestrians to get to the traffic signal. Last year, Council approved unrestricted fund balance to make the necessary sidewalk connection. TxDOT assisted by providing engineering and design for the project. This project consists of construction of approximately 450' of 5-8' wide sidewalks including 90' of safety rails and pedestrian ramps. Bids were advertised in compliance with State Law for the construction of the South Colorado Street Sidewalk Extension Project. Five (5) bids were received ranging from \$69,643.50 to a high of \$333,510. The lowest bid was submitted by Westar Construction in the amount of \$69,643.50 for the Total Bid Proposal. Westar Construction has a commendable reputation of installing flatwork and concrete construction.

**PROJECT SCHEDULE (if applicable):** 90 Day Completion Schedule

**AMOUNT & SOURCE OF FUNDING:**

Finance Review initials 

**Funds Required:** \$60,000-Approved by Council in FY19-20 One-time Expenditures from Fund Balance and \$9,643.50- Sidewalk Fund

**Account Number:** 100-5633-435 and 213-5633-911

**Funds Available:** \$52,489- Sidewalk Fund

**Account Name:** Multiple

**FISCAL NOTE (if applicable):**

**Previous Council Action:** Council previously approved the use the unrestricted fund balance for the sidewalk project.

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

**STAFF RECOMMENDATION/REQUESTED MOTION:** Staff respectfully recommends approval of the bid award to Westar Construction in the amount of \$69,643.50.

**LIST OF SUPPORTING DOCUMENTS:** Bid Advertisement, Bid Tab, Project Depiction

Department Head initials:

\_\_\_\_\_

City Manager's Review:

\_\_\_\_\_

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## **ADVERTISEMENT FOR BIDS**

Sealed proposals addressed to the Mayor and City Council of the City of Lockhart will be received at the Lockhart City Hall, 308 West San Antonio, Lockhart, Texas 78644, until **11:00 A.M., September 3, 2020** for the South Colorado Street Sidewalk Extension, at which time and place will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

**The project consists of approximately 306 SY of concrete sidewalk, 90 LF of pedestrian rail, and all other appurtenances necessary to complete this project.**

Bidders shall submit with their bids a Cashier's Check in the amount of five percent (5%) of the maximum total bid, payable to the City of Lockhart, Texas without recourse, or a Proposal Bond in the same amount from an approved Surety Company as a guarantee that Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract. Bids without check or Proposal Bond will not be considered.

The successful Bidder must furnish Performance and Payments Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

Plans and specifications may be examined without charge at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at [www.lockhart-tx.gov](http://www.lockhart-tx.gov).

Please submit questions for this project forty-eight (48) hours prior to bid opening to [publicworks@lockhart-tx.gov](mailto:publicworks@lockhart-tx.gov). All addenda issued for this project will be posted on [www.lockhart-tx.gov](http://www.lockhart-tx.gov).

The City Council of the City of Lockhart reserves the right to reject any or all bids and to waive formalities. No bid may be withdrawn within sixty (90) days after the date on which bids are received.

**CITY OF LOCKHART, TEXAS  
LEW WHITE, MAYOR**

City of Lockhart  
Bid Opening

DATE: September 3, 2020 TIME: 11:00 am PLACE: City Hall  
Project: South Colorado Street Sidewalk Extension

Company Name	Company Address	Company Phone	Bid Bond or Check	Dollar Amount Bided
Westar Construction Inc.	4500 William Drive Suite 212 PMB 411 Georgetown, TX 78633	512-630-5930	Bond	\$69,643.50
DRP McHam	6390 FM 1102 New Braunfels, TX 78130	830-660-3979	Bond	\$124,965.43
Greenscapes Six, LLC	7020 FM 3180 Baytown, TX 77523	713-714-3500	Bond	\$104,700.00
Myers Concrete Construction	2301 FM 3237 Wimberly, TX 78676	512-847-8000	Bond	\$103,653.00
54 Construction, LLC	33611 Blue Crab Ct. Richmond, TX 77515	979-922-5496	Bond	\$333,510.00



# City of Lockhart, Tx

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action for the Council to consider Ordinance 2020-20 adopting the Annual Operating Budget for Fiscal Year 2020-21 and appropriating resources, beginning October 1, 2020 ending September 30, 2021 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.

**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:** 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, 2020 and ending September 30, 2021. This budget will renew the City's Investment Policy and Fund Balance – Stabilization and Excess of Reserve Policies.

This agenda item also allows for Council to suggest 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 2020-2021 Annual Operating Budget for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation.

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

Funds Required:                      0  
Account Number:                      n/a  
Funds Available:                      n/a  
Account Name:                      n/a

Finance Review initials



**FISCAL NOTE (if applicable):**

**STAFF RECOMMENDATION/REQUESTED MOTION:**

**LIST OF SUPPORTING DOCUMENTS:** Budget Summaries for General Fund, Electric, Water, Wastewater, Solid Waste, EMS, Airport, and Lockhart Economic Development Funds. Investment Policy and Fund Balance-Stabilization & Excess of Reserves Policy.

Department Head initials:



City Manager's Review:



**ORDINANCE 2020-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING THE BUDGET AND APPROPRIATING RESOURCES FOR THE FISCAL YEAR 2020-2021, BEGINNING OCTOBER 1, 2020 FOR THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS; ADOPTING THE FUND BALANCE-STABILIZATION OF EXCESS OF RESERVE POLICY AND CITY OF LOCKHART INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the laws of the State of Texas for Home Rule cities and the City Charter for the City of Lockhart, Texas, the budget covering proposed estimated revenues and expenditures for Fiscal Year 2021, beginning October 1, 2020 and ending September 30, 2021, was filed with the City Secretary and notice of public hearing was provided as required, and,

**WHEREAS**, a public hearing was held by the City Council of the City of Lockhart, Texas, on said budget on August 18, 2020 and September 1, 2020 at which time said budget was presented and considered, and interested citizens were provided an opportunity to be heard by the City Council of the City of Lockhart, and,

**WHEREAS**, the City Council has reviewed and adopted a fiscal policy titled "Fund Balance-Stabilization of Excess of Reserve Policy" and has conducted an annual review of the City's Investment Policy, as required by Chapter 2256, Texas Government Code; and

**WHEREAS**, the City Council, City Manager and staff, after careful deliberate study and considerable debate, have determined the appropriate revenues and expenditures necessary for the maintenance and operations of the City of Lockhart for Fiscal Year 2021.

**THEREFORE, BE IT RESOLVED**, that the City Council of the CITY OF LOCKHART hereby adopts the Fund Balance-Stabilization of Excess of Reserve Policy; City of Lockhart Investment Policy; and the Fiscal Year 2021 annual budget providing for revenues and expenditures as follows:

<b>Name</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Difference</b>
General Fund	\$ 11,299,889	\$ (11,154,062)	\$145,827
Debt Service Fund	1,154,890	(1,154,890)	0
Electric Fund	12,045,430	(12,023,199)	22,231
Water Fund	3,908,877	(3,770,540)	138,337
Wastewater Fund	2,475,035	(2,454,036)	20,999
Solid Waste Fund	1,868,300	(1,802,509)	65,791
Emergency Medical Service	1,338,482	(1,300,671)	37,811
Airport Fund	119,792	(67,512)	52,280
LEDC	\$ 1,146,626	(978,660)	167,966
Hotel Occupancy Tax Fund	\$85,000	(85,000)	0
	<b>\$ 35,442,331</b>	<b>\$(34,791,079)</b>	<b>\$ 651,242</b>

PASSED, APPROVED, ADOPTED and EFFECTIVE this the 15<sup>th</sup> day of September 2020.

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

CITY OF LOCKHART  
BUDGET  
FISCAL YEAR 2020-21

	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 AMENDED	2019-20 ESTIMATE	FY 2020-2021		
					PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
<b>REVENUE SUMMARY</b>							
GENERAL FUND	10,104,475	10,104,475	10,926,460	11,139,637	11,097,183	11,299,889	11,299,889
DEBT SERVICE FUND	1,040,730	1,029,211	1,107,543	1,048,393	1,154,890	1,154,890	1,154,890
ELECTRIC FUND	11,730,164	11,731,805	11,974,502	12,022,725	12,045,430	12,045,430	12,045,430
WATER FUND	3,491,030	3,483,426	3,911,639	3,577,574	3,908,877	3,908,877	3,908,877
WASTEWATER FUND	2,615,703	2,615,703	2,386,694	2,477,332	2,475,035	2,475,035	2,475,035
SOLID WASTE FUND	1,743,499	1,722,647	1,863,889	1,910,891	1,868,300	1,868,300	1,868,300
EMS FUND	2,081,242	1,970,669	1,299,246	1,418,100	1,338,482	1,338,482	1,338,482
AIRPORT FUND	73,094	72,654	81,992	88,628	119,792	119,792	119,792
LOCKHART ECO DEV FUND	943,274	943,032	969,745	1,011,848	1,146,626	1,146,626	1,146,626
<b>TOTAL - REVENUES</b>	<b>33,823,211</b>	<b>33,673,622</b>	<b>34,521,710</b>	<b>34,695,128</b>	<b>35,154,615</b>	<b>35,357,321</b>	<b>35,357,321</b>
<b>EXPENSE SUMMARY</b>							
GENERAL FUND	9,529,580	9,529,580	10,840,616	10,547,024	11,081,220	11,186,417	11,154,062
DEBT SERVICE FUND	1,085,677	1,085,677	1,061,843	1,061,843	1,154,890	1,154,890	1,154,890
ELECTRIC FUND	11,354,141	10,931,418	11,910,886	11,765,339	12,022,231	12,023,199	12,023,199
WATER FUND	3,495,713	2,942,333	3,864,502	3,801,026	3,752,957	3,770,540	3,770,540
WASTEWATER FUND	2,091,198	1,841,272	2,221,805	2,145,955	2,430,461	2,454,036	2,454,036
SOLID WASTE FUND	1,716,854	1,690,694	1,824,239	1,613,882	1,789,338	1,802,509	1,802,509
EMS FUND	1,967,341	1,218,309	1,299,246	1,315,750	1,300,671	1,300,671	1,300,671
AIRPORT FUND	100,130	41,723	53,093	46,999	67,512	67,512	67,512
LOCKHART ECO DEV FUND	728,774	717,503	969,745	801,347	978,660	978,660	978,660
<b>TOTAL - EXPENSES</b>	<b>32,069,408</b>	<b>29,998,509</b>	<b>34,045,975</b>	<b>33,099,165</b>	<b>34,577,940</b>	<b>34,738,434</b>	<b>34,706,079</b>

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100 - GENERAL FUND  
GENERAL FUND  
SUMMARY

	2018-19 ACTUAL	2019-20 AMENDED	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	10,104,475	10,926,460	11,139,637	11,097,183	11,299,889	11,299,889
EXPENSES						
MAYOR/COUNCIL	240,919	188,243	152,734	206,567	234,567	234,567
TAX	121,939	129,270	129,270	141,671	141,671	141,671
CITY MANAGER	386,637	439,781	433,579	474,619	473,915	473,915
ECONOMIC DEVELOPMENT	18,981	40,025	24,171	48,553	48,553	48,553
FINANCE	284,636	287,129	280,743	286,228	296,400	296,400
INFORMATION SVCS	108,791	137,512	232,254	134,212	134,212	134,212
CIVIL SERVICE	39,939	32,463	24,697	37,002	39,232	39,232
COMMUNITY FACILITIES	11,396	16,425	15,820	16,425	16,425	16,425
COMMUNICATIONS	568,374	632,299	593,275	628,482	652,911	652,911
ANIMAL CONTROL	324,449	382,416	403,481	367,391	381,471	381,471
MUNICIPAL COURT	230,768	264,572	222,300	287,509	292,197	292,197
POLICE	2,762,050	3,059,859	3,123,881	3,016,291	3,084,255	3,084,255
FIRE	1,092,609	1,520,229	1,539,783	1,664,380	1,545,880	1,545,880
LIBRARY	542,554	557,038	477,287	536,969	547,701	547,701
PARKS & RECREATION	393,341	513,407	483,391	506,990	525,724	525,724
PLANNING & DEVELOPMENT	362,430	390,744	365,557	396,613	399,130	399,130
BUILDING INSPECTION	255,620	271,102	245,467	273,292	277,762	277,762
PUBLIC WORKS	162,789	135,379	126,526	168,939	171,336	138,981
GARAGE MAINTENANCE	190,374	260,105	253,436	295,891	306,733	306,733
CEMETERY	86,906	107,587	84,121	105,103	105,103	105,103
STREETS & ROW	1,153,925	1,161,575	1,039,910	1,205,997	1,229,143	1,229,143
NON-DEPARTMENTAL	190,153	313,456	295,341	282,096	282,096	282,096
<b>TOTAL - EXPENSES</b>	<b>9,529,580</b>	<b>10,840,616</b>	<b>10,547,024</b>	<b>11,081,220</b>	<b>11,186,417</b>	<b>11,154,062</b>
<b>TOTAL - GENERAL FUND</b>	<b>574,895</b>	<b>85,844</b>	<b>592,613</b>	<b>15,963</b>	<b>113,472</b>	<b>145,827</b>

300 - DEBT SERVICE FUND

DEBT SERVICE  
SUMMARY

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	1,029,211	1,107,543	1,048,393	1,154,890	1,154,890	1,154,890
EXPENSES	1,085,677	1,061,843	1,061,843	1,154,890	1,154,890	1,154,890
TOTAL - DEBT SVC	-56,466	45,700	-13,450	0	0	0

**500 - ELECTRIC UTILITY FUND**

**ELECTRIC  
SUMMARY**

	<b>2018-19 ACTUAL</b>	<b>2019-20 BUDGET</b>	<b>2019-20 ESTIMATE</b>	<b>PROPOSED BUDGET</b>	<b>REVISED BUDGET</b>	<b>ADOPTED BUDGET</b>
<b>REVENUES</b>	11,731,805	11,974,502	12,022,725	12,045,430	12,045,430	12,045,430
<b>EXPENSES</b>						
<b>BILLING</b>	641,002	740,383	706,479	790,022	800,072	800,072
<b>DISTRIBUTION</b>	853,078	1,742,530	1,662,637	1,812,136	1,803,054	1,803,054
<b>NON-DEPARTMENTAL</b>	9,437,338	9,427,973	9,396,223	9,420,073	9,420,073	9,420,073
<b>TOTAL - ELECTRIC</b>	10,931,418	11,910,886	11,765,339	12,022,231	12,023,199	12,023,199
<b>TOTAL - ELECTRIC</b>	<u>800,387</u>	<u>63,616</u>	<u>257,386</u>	<u>23,199</u>	<u>22,231</u>	<u>22,231</u>

**520 - WATER UTILITY FUND  
WATER  
SUMMARY**

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
<b>REVENUES</b>	3,483,426	3,911,639	3,577,574	3,908,877	3,908,877	3,908,877
<b>EXPENSES</b>						
DISTRIBUTION	1,403,531	1,831,032	1,526,564	1,516,645	1,534,228	1,534,228
TREATMENT	672,322	807,648	1,049,219	923,075	923,075	923,075
NON-DEPARTMENTAL	866,480	1,225,822	1,225,243	1,313,237	1,313,237	1,313,237
<b>TOTAL - WATER</b>	2,942,333	3,864,502	3,801,026	3,752,957	3,770,540	3,770,540
<b>TOTAL - WATER</b>	<u>541,093</u>	<u>47,137</u>	<u>-223,452</u>	<u>155,920</u>	<u>138,337</u>	<u>138,337</u>

540 - WASTEWATER UTILITY FUND  
WASTEWATER  
SUMMARY

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	2,615,703	2,386,694	2,477,332	2,475,035	2,475,035	2,475,035
EXPENSES						
COLLECTION	484,693	433,112	357,263	403,350	426,925	426,925
TREATMENT	707,954	863,416	863,418	889,600	889,600	889,600
NON-DEPARTMENTAL	648,625	925,277	925,274	1,137,511	1,137,511	1,137,511
TOTAL - WASTEWATER	1,841,272	2,221,805	2,145,955	2,430,461	2,454,036	2,454,036
TOTAL - WASTEWATER	774,431	164,889	331,377	44,574	20,999	20,999

560 - SOLID WASTE FUND  
SOLID WASTE  
SUMMARY

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	1,722,647	1,863,889	1,910,891	1,868,300	1,868,300	1,868,300
EXPENSES						
HAND COLLECTION	876,828	967,485	828,131	951,961	959,156	959,156
BIN COLLECTION	486,911	535,623	471,557	531,620	531,620	531,620
RECYCLING	53,233	53,063	37,215	46,906	52,882	52,882
LAND-FILL	19,470	700	0	20,700	20,700	20,700
NON-DEPARTMENTAL	254,252	267,368	276,979	238,151	238,151	238,151
TOTAL - SOLID WASTE	1,690,694	1,824,239	1,613,882	1,789,338	1,802,509	1,802,509
TOTAL - SOLID WASTE	31,953	39,650	297,009	78,962	65,791	65,791

570 - EMS FUND  
EMS  
SUMMARY

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	1,970,669	1,299,246	1,418,100	1,338,482	1,338,482	1,338,482
EXPENSES	1,218,309	1,299,246	1,315,750	1,300,671	1,300,671	1,300,671
TOTAL - EMS	<u>752,360</u>	<u>0</u>	<u>102,350</u>	<u>37,811</u>	<u>37,811</u>	<u>37,811</u>

580 - AIRPORT  
AIRPORT  
SUMMARY

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
REVENUES	72,654	81,992	88,628	119,792	119,792	119,792
EXPENSES	41,723	53,093	46,999	67,512	67,512	67,512
TOTAL - AIRPORT	<u>30,931</u>	<u>28,899</u>	<u>41,629</u>	<u>52,280</u>	<u>52,280</u>	<u>52,280</u>

**800 - LOCKHART ECONOMIC DEVELOPMENT CORPORATION  
LEDC  
SUMMARY**

	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	PROPOSED BUDGET	REVISED BUDGET	ADOPTED BUDGET
<b>REVENUES</b>	943,032	969,745	1,011,848	1,146,626	1,146,626	1,146,626
<b>EXPENSES</b>	717,503	969,745	801,347	978,660	978,660	978,660
<b>TOTAL - LEDC</b>	<u>225,529</u>	<u>0</u>	<u>210,501</u>	<u>167,966</u>	<u>167,966</u>	<u>167,966</u>
<b>LEDC Projects</b>						
Pure Castings				(35,438)		
Benny Boyd				(212,091)		
Chuniloi (Schlotsky's)				(29,716)		
Hill Country Foodworks				(1,590)		
Promogo				(200,000)		
				<u>(478,835)</u>		
<b>TOTAL - LEDC **</b>	<u>225,529</u>	<u>0</u>	<u>210,501</u>	<u>(310,869)</u>	<u>167,966</u>	<u>167,966</u>

**CITY OF LOCKHART**  
**INVESTMENT POLICY**  
**for Fiscal Year 2020-2021**

**I. POLICY**

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

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

Investments shall be made with the primary objectives of:

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

**II. PURPOSE**

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

**III. SCOPE**

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

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

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

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

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

#### IV. INVESTMENT OBJECTIVES

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

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

##### Safety

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

□ Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

- Limiting investments to the safest types of investments
- Pre-qualifying the financial institutions and broker/dealers with which the City will do business

□ Interest Rate Risk – the City will minimize the risk that interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
- Investing operating funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

## Liquidity

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

## Diversification

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

## Public Trust

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

## Yield (Optimization of Interest Earnings)

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

## V. RESPONSIBILITY AND CONTROL

### Legal Limitations, Responsibilities and Authority

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

### Delegation of Authority

In accordance with the Act, the City Council designates the City Manager and the Finance Director as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investing officers is effective until rescinded by the City Council.

### Quality and Capability of Investment Management

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

#### Training Requirement

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

#### Internal Controls

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

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

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third-party custodian.

#### Prudence

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

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

#### Indemnification

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

#### Ethics and Conflicts of Interest

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

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

#### VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized for investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

#### Authorized Investments

1. Obligations of the United States of America, its agencies and instrumentalities.

2. Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner and amount provided by law for deposits of the City.

3. Fully collateralized direct repurchase agreements and reverse repurchase agreements with a defined termination date, not to exceed 120 days to maturity, secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Bond Market Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed.

4. Money Market Mutual funds that are 1) no-load, 2) registered and regulated by the Securities and Exchange Commission, 3) have a dollar weighted average stated maturity of 90 days or less, 4) rated AAA by at least one nationally recognized rating service, and 5) seek to maintain a net asset value of \$1.00 per share.

5. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.

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

#### Investments Not Authorized

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

### VII. INVESTMENT PARAMETERS

#### Maximum Maturities

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

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

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

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

Diversification

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

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

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

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

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

VIII. SELECTION OF BANKS AND DEALERS

Depository

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

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

#### Authorized Brokers/Dealers

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

#### Competitive Bids

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

#### Delivery vs. Payment

Securities shall be purchased using the delivery vs. payment method, except for, investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

### IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

#### Safekeeping and Custodian Agreements

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

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

#### Collateral Policy

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

#### Collateral Defined

The City shall accept only the following types of collateral:

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

#### Subject to Audit

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

## X. PERFORMANCE

#### Performance Standards

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

#### Performance Benchmark

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

#### XI. INVESTMENT STRATEGY

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

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

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

1. Investment strategies for maintenance & operating funds are to assure that anticipated cash flows are matched with adequate investment maturities to maintain sufficient liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-term securities or certificates of deposit in a laddered structure or utilizing authorized money market mutual funds or investment pools that function as money market mutual funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each security.
2. Investment strategies for the debt service funds shall have as the primary objective the assurance of investment liquidity to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated maturity date that exceeds the debt service payment date.
3. Investment strategies for general reserve and debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to medium term maturities.

4. Investment strategies for capital improvement, construction or special projects funds will have as their primary objective the assurance that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include highly liquid securities and investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

## XII. REPORTING

### Methods

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

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

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

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

### Monitoring Market Value

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

## XIII. INVESTMENT POLICY ADOPTION

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

## CITY OF LOCKHART, TEXAS

### The Fund Balance- Stabilization and Excess of Reserves Policies

#### Background

The Government Finance Officers Association (GFOA) recommends, at a minimum, the general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures. GFOA acknowledges that a government's situation may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. The City of Lockhart utilizes expenditures as a basis for its minimum calculation because it is more predictable than revenues. The City has established a higher three-month (90 days) minimum balance based upon (1) predictability of its revenues, (sales tax revenue in particular), (2) perceived exposure to significant one-time outlays, such as natural disasters (flooding), (3) the potential impact of the City's bond ratings, and (4) existing commitments and assignments for pension fund liability.

GFOA's Determining the Appropriate levels of working capital in Enterprise Funds (Best Practice) recommends that governments develop a target amount of working capital that best fits local conditions for each fund, starting with a baseline of ninety (90) days of working capital and then adjusting the target based on particular characteristics of the enterprise fund in question. The City of Lockhart has set a higher minimum (four months – 120 days) based upon the following considerations: (1) large peaks and valleys in cash position during the year, (2) volatility in demand for services, and (3) difficulty in raising rates and revenues.

The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate fund balances and reserves in order to:

- a) Provide sufficient cash flow for daily financial needs,
- b) Secure and maintain investment grade bond ratings,
- c) Offset significant economic downturns or revenue shortfalls, and
- d) Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City's fund balance and reserve policies.

#### Stabilization Funds

Purpose: To maintain an adequate level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

Policy: Council shall establish and maintain fund balances as follows:

1. General Fund: no less than 25% of budgeted expenditures and outgoing transfers, and
2. Enterprise Funds: (Electric, Water, Wastewater and Solid Waste) no less than 4 months (120 days) of budgeted expenditures.

Replenishing Deficiencies - When fund balance falls below the 25% level, the City will replenish shortages/deficiencies within the same year. According to GFOA guidelines 17% is considered a minimal level of fund balance, but the City considers a balance of less than 22% to be a cause for concern, barring unusual or deliberate circumstances.

Surplus fund balance - Should unassigned fund balance of the general fund ever exceed the maximum 25% level, the City will consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

#### Excess of Reserves

Purpose: To determine the use of excess of reserves for limited expenditures.

Policy: In the event Reserves exceed the minimum balance requirements, at the end of each fiscal year, any excess Reserves may be used in the following ways:

- (1) To fund accrued liabilities, including but not limited to debt service, pension, and other post-employment benefits;
- (2) Increase fund balances to fund future capital projects;
- (3) One-time expenditures that are nonrecurring in nature or which will not require additional future expense outlays for maintenance, additional staffing, or other recurring expenditures that cannot be funded through current revenues.

#### Implementation and review

Upon adoption of this policy the City Council authorizes the City Manager to establish any standards and procedures which may be necessary for its implementation. The Director of Finance shall review this policy at least annually and make any recommendations for change to the City Manager and City Council.

# City of Lockhart, Tx

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action for Council to consider Ordinance 2020-21 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 2021, beginning October 1, 2020 and ending September 30, 2021.

**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 proposed tax rate is 63.54¢ per \$100 of assessed value. The Ordinance describes the two required components of the tax rate: Maintenance and Operations (M&O) and Interest and Sinking (I&S).

State law 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 55.21¢ per \$100 of assessed value compared to last year's maintenance and operation rate of 58.62¢ per \$100 of assessed value resulting in a decrease of \$3.41. The interest and sinking portion of the tax rate reduced from 9.80¢ to 8.33¢ per \$100 of assessed value resulting in a decrease of \$1.47. The verbiage contained within the Ordinance is in strict compliance with requirements of Section 26.05(b)(1)(B) of the Texas Tax Code.

**REQUIRED MOTIONS:** State law requires that two separate motions be made to adopt these tax rates and two separate votes:

**"I move that the maintenance and operation rate be adopted at 55.21¢ per \$100 of assessed value as indicated/listed in Ordinance No. 2020-21, thereby adopting said ordinance.**

**"I move that the interest and sinking rate be adopted at \$8.33 per \$100 of assessed value as indicated/listed in Ordinance No. 2020-21, thereby adopting said ordinance.**

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2020-21

Department Head initials:



City Manager's Review:



ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS 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 FOR FISCAL YEAR 2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND APPROPRIATING EACH PART THEREOF FOR THE SPECIFIC PURPOSES, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Legislature enacted Senate Bill 18, which mandated that municipal ordinances establishing annual tax rates must describe an increase in total maintenance and operations taxes compared to the previous year, and the rise of such taxes on a \$100,000 home compared to the previous year.

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

1. There is hereby levied and shall be collected a maintenance and operations (M&O) property tax for the use and support of the municipal government of the City of Lockhart, Texas and there is hereby levied and shall be collected an interest and sinking (I&S) property tax to provide for the debt service obligations of the City of Lockhart for Fiscal Year 2021, beginning October 1, 2020, upon all taxable property, within the corporate limits of the City of Lockhart, Texas, as follows:
  - a. For the maintenance and operations needs of the City of Lockhart the maintenance and operations (M&O) property tax is hereby adopted as 55.21 cents per each 100 dollars of property valuation. The tax rate will raise the same taxes for maintenance and operations as last year's tax rate. The tax rate will effectively be decreased by 5.82 percent and will decrease taxes for maintenance and operations on a \$100,000 home by approximately \$34.00; and,
  - b. For the debt service obligations of the City of Lockhart interest and sinking (I&S) property tax is hereby adopted as 8.33 cents per each 100 dollars of property valuation.
2. All taxes levied under the Ordinance for the specific purposes named herein shall be and is hereby approved to be collected and appropriated to the account(s) of the City of Lockhart for the specific purpose indicated in each items a and b above, by the Property Tax Assessor/Collector of the City of Lockhart.
3. Severability: if any provision, section, clause, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, 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 approving this ordinance that no portion, provision, or regulation contained herein shall be inoperative or fail by any reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
4. Repeal: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with provisions set out above in this ordinance are hereby repealed or amended as indicated.
5. Effective date: This ordinance shall become effective and be in full force immediately upon its passage.

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PASSED, APPROVED and ADOPTED this the 15<sup>th</sup> day of September 2020.

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

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# PROPOSED

ORDINANCE NO. 2020-22

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS; REPEALING UN-CODIFIED ORDINANCE 2019-22 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; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

**WHEREAS**, certain sections address pay issues; and

**WHEREAS**, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, “merit” pay for classified police officers and fire fighters was abolished; and

**WHEREAS**, the City Council the adopted a 2019-2020 Strategic Priorities Plan for the City that identified a need for an employee classification and compensation study to determine competitive pay and benefits for its employees. The City retained Evergreen Solutions, LLC to conduct that study. As a result of the study, Evergreen Solutions, LLC recommended a seven (7) percent increase to step plans for police and fire classified personnel.

**WHEREAS**, due to challenges in hiring and retaining qualified fire fighters and police officers and based on the recommendation of Evergreen Solutions, LLC, the step pay plans for fire and police classified personnel should be increased by seven (7) percent to attract and retain qualified fire fighters and police officers, as set forth in Exhibit A and Exhibit B; and

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit “A”) and Police Department (Exhibit “B”) are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- III. 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

# PROPOSED

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, 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.

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

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

VII. Effective Date: That this ordinance shall become effective on October 3, 2020 beginning with work shifts starting after 12:00 A.M. on October 3, 2020.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2020.**

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

# PROPOSED

<b>Fire Department Step Pay Plan</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective October 3, 2020</i>						
<b>Tenure<sup>1</sup></b>						
<b>Firefighter/EMT</b> Per Hour	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8+</b>	
	\$15.88	\$16.47	\$17.25	\$18.03	\$18.44	
<b>Tenure</b>						
<b>Fire Engineer</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$17.64	\$18.03	\$18.82	\$19.21	\$19.60	
<b>Tenure</b>						
<b>Captain</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$19.60	\$20.39	\$20.78	\$21.16	\$21.57	
<b>Tenure<sup>2</sup></b>						
<b>Assistant Chief</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$30.27	\$30.82	\$31.37	\$31.92	\$33.03	

## EXHIBIT "A"

<sup>1</sup> "Tenure" is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

<sup>2</sup> The Assistant Fire Chief will be exempt from overtime and will be paid on a salary basis.

# PROPOSED

Police Department Civil Service Personnel Rate Per Hour Effective October 3, 2020								
<u>Tenure<sup>1</sup></u>								
Police Cadet Per Hour	0							
	\$19.40							
<u>Tenure</u>								
Police Officer Per Hour	0	1	2	4	6	8	10	12+
	\$25.42	\$26.09	\$26.76	\$27.43	\$28.26	\$29.10	\$29.98	\$30.88
<u>Tenure</u>								
Sergeant Per Hour	2	4	6	8	10+			
	\$31.48	\$32.13	\$33.18	\$34.26	\$35.37			
<u>Tenure</u>								
Lieutenant Per Hour	4	6	8+					
	\$35.85	\$37.09	\$38.40					
<u>Tenure</u>								
Captain Per Hour	4	6+						
	\$38.52	\$40.83						

## EXHIBIT "B"

<sup>1</sup> "Tenure" is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

# CURRENT

ORDINANCE NO. 2019-22

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS; 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; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

**WHEREAS**, certain sections address pay issues; and

**WHEREAS**, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, “merit” pay for classified police officers and fire fighters must be abolished; and

**WHEREAS**, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, classified police officers and fire fighters are going to be paid according to a “Step Plan”; and

**WHEREAS**, due to a 3 percent pay increase for all full-time and part-time regular City of Lockhart employees approved by City Council effective October 1, 2019, the step pay plans for police and fire classified personnel should be adjusted; and

**WHEREAS**, due to challenges in hiring and retaining qualified fire fighters, the step pay plan for fire classified personnel should be increased by a total of 7 percent to attract and retain qualified fire fighters (as set forth in Exhibit A); and

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit “A”) and Police Department (Exhibit “B”) are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- III. 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

# CURRENT

by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

IV. Repealer: That 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.

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

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

VII. Effective Date: That this ordinance shall become effective on October 1, 2019 beginning with work shifts starting after 12:00 A.M. on October 1, 2019.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 17<sup>th</sup> DAY OF SEPTEMBER, 2019.**

CITY OF LOCKHART

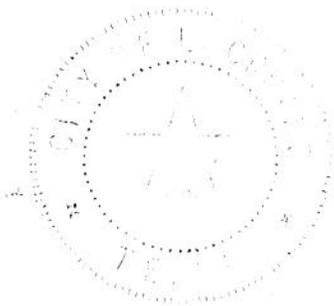
  
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Connie Constancio, TRMC, City Secretary

  
Monte Akers, City Attorney



# CURRENT

Fire Department Step Pay Plan Civil Service Personnel Rate Per Hour <i>*Effective October 1, 2019</i>						
<b>Tenure<sup>1</sup></b>						
Firefighter/EMT Per Hour	0	2	4	6	8+	
	\$14.84	\$15.39	\$16.12	\$16.85	\$17.23	
<b>Tenure</b>						
Fire Engineer Per Hour	0	3	6	9	12+	
	\$16.49	\$16.85	\$17.59	\$17.95	\$18.32	
<b>Tenure</b>						
Captain Per Hour	0	3	6	9	12+	
	\$18.32	\$19.06	\$19.42	\$19.78	\$20.16	
<b>Tenure<sup>2</sup></b>						
Assistant Chief Per Hour	0	3	6	9	12+	
	\$28.29	\$28.80	\$29.32	\$29.83	\$30.87	

## EXHIBIT "A"

<sup>1</sup> "Tenure" is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

<sup>2</sup> The Assistant Fire Chief will be exempt from overtime and will be paid on a salary basis.

# CURRENT

Police Department Civil Service Personnel Rate Per Hour Effective October 1, 2019								
Tenure <sup>1</sup>								
Police Cadet Per Hour	0							
	\$18.13							
Tenure								
Police Officer Per Hour	0	1	2	4	6	8	10	12+
	\$23.76	\$24.38	\$25.01	\$25.64	\$26.41	\$27.20	\$28.02	\$28.86
Tenure								
Sergeant Per Hour	2	4	6	8	10+			
	\$29.42	\$30.03	\$31.01	\$32.02	\$33.06			
Tenure								
Lieutenant Per Hour	4	6	8+					
	\$33.50	\$34.66	\$35.89					
Tenure								
Captain Per Hour	4	6+						
	\$36.00	\$38.16						

## EXHIBIT "B"

<sup>1</sup> "Tenure" is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

# City of Lockhart, Tx

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action to consider approval of Ordinance 2020-23 amending the Lockhart Code of Ordinances, Chapter 58, Utilities, Section 58-141, entitled "Definitions" and Section 58-142, Entitled "Water Rates" adjusting the water base charge to cover increased costs of water supply debt payments for Fiscal year 2020-2021. This ordinance shall become effective with the first utility billing cycle in October 2020.

**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 approved by Council on August 21, 2018 to provide sufficient revenues to cover costs associated with the **water supply debt payments**. Information was provided to Council and the public in August 2018 during the presentation of the Carrizo Water Supply Project with GBRA and its cost effect on the City of Lockhart. Intermittent rate increases were scheduled until 2034 to cover these costs.

- Residential increases in the water base charge began in October 2018 by \$0.50 with three years of 0.50 increases until 2022, at which time the increase will be \$1.00 until the water base charge has reached a maximum of \$28.10.
- Non-residential increases began in October 2018 by \$0.50 with three years of 0.50 increases until 2021, at which time the water base charge will be \$1.00 until the water base charge has reached a maximum of \$40.83.

There is also a slight percentage increase to number of gallons used calculated for the **water supply land leases**, but Fiscal year 2020-2021 will not reflect an increase. The percentage increase will resume in October 2022.

**PROJECT SCHEDULE (if applicable):**

**AMOUNT & SOURCE OF FUNDING:**

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

Finance Review initials



**FISCAL NOTE (if applicable):**

Previous Council Action:

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

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2020-23.

Department Head initials:



City Manager's Review:



ORDINANCE 2020-23

**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-\$1.50 and All other non-residential customers-\$2.00) 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-\$1.20 and All other non-residential customers- \$1.20) 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 \$1.50 (\$23.60 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 \$1.50 (\$17.10 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 \$2.00 (\$34.83 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 \$2.00 (\$27.83 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 October 2020.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2020.**

CITY OF LOCKHART

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

Attest:

APPROVED AS TO FORM:

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

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

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# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:**

Discussion and/or action to consider Ordinance 2020-24 designating City Election polling places and amending the dates and hours of early voting for the Joint Election of the City of Lockhart and Caldwell County to be held on November 3, 2020.

**ORIGINATING DEPARTMENT AND CONTACT:** Connie Constancio, City Secretary

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:**

On July 7, 2020, the City Council approved Ordinance 2020-14 ordering the November 3, 2020 General Election for the positions of Mayor and Councilmembers Districts 3 and 4, and approved the Joint Election Agreement with the Caldwell County Elections Administrator (County EA) to conduct the election on behalf of the City of Lockhart. Polling locations were not included in Ordinance 2020-14 because the County EA was working on determining polling locations.

On July 27, 2020, Governor Abbot issued a proclamation extending early voting days to begin on Tuesday, October 13, 2020 (was Monday, October 19) through Friday, October 30, 2020. The Ordinance updates the dates and times for early voting during the November 3, 2020 General Election.

The Caldwell County Commissioners Court approved the early voting dates and times and Election Day polling locations on September 8, 2020, as outlined in City of Lockhart Ordinance 2020-24.

**HISTORY:** The City of Lockhart adopted Ordinance 2009-23 on September 15, 2009 which changed the city elections from May to the November uniform election date. The City of Lockhart began holding joint elections with the County in November 2010. The County thereafter consolidated polling locations within the City of Lockhart to allow city voters to respectively vote in their city district.

In 2019, complaints were filed with the Secretary of State indicating that Caldwell County should not be consolidating polling locations because it was the complainer's opinion that the consolidation deterred citizens from voting. Caldwell County thereafter eliminated consolidating County polling locations where feasible, and has gone back to assigning 17 County precinct polling locations; not using city district polling locations.

Pursuant to the Texas Election Code, political subdivisions holding an election on the November uniform election date must use county election precincts and county polling places on Election Day.

Voters will be notified about their polling location thru social media, County/City/LISD websites and the newspaper. As required by the Secretary of State, a notice will also be posted at each of the polling locations not used during the 2020 election. Example: City Hall will not be a polling location this year, therefore the County EA will post a notice at the front entrance informing the voters where their new polling location will be this year.

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**AMOUNT & SOURCE OF FUNDING:**

**Funds Required:** Approximately \$15,000  
**Account Number:** 100-5101-703  
**Funds Available:** \$20,000  
**Account Name:** Council – Election Expenses

Finance Review initials



**Previous Council Action:** Council ordered the November 3, 2020 General Election on July 7, 2020.

**COMMITTEE/BOARD/COMMISSION ACTION:** None.

**STAFF RECOMMENDATION/REQUESTED MOTION:**

Staff recommends approval of Ordinance 2020-24, as presented.

**LIST OF SUPPORTING DOCUMENTS:** Ordinance 2020-14, Caldwell County Order of General Election, list of County Precincts that create a City District; City voting district map, and Ordinance 2020-24.

Department Head initials:

cc

City Manager's Review:



## ORDINANCE 2020-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING THE DATES AND HOURS OF EARLY VOTING FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 3, 2020.**

**WHEREAS**, state and city law provide that on November 3, 2020 there shall be a general election for the purpose of electing Mayor; Councilmember District 3; and, Councilmember District 4; and

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

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

**WHEREAS**, on July 7, 2020, the City Council approved Ordinance 2020-14 ordering the November 3, 2020 General Election and approved the Joint Election Agreement between the City of Lockhart and Caldwell County; and

**WHEREAS**, on July 27, 2020, Governor Greg Abbott issued a Proclamation extending early voting days to begin on Tuesday, October 13, 2020 continuing through October 30, 2020; and

**WHEREAS**, on September 8, 2020, the Caldwell County Commissioners Court approved the polling locations to be used during the November 3, 2020 General/Joint Election, and established the hours of which the early voting by personal appearance will be conducted at the Main and Temporary Branch early voting locations; and

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

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

**WHEREAS**, the consolidation of Caldwell County polling places within the City of Lockhart for the November 3, 2020 elections requires the City to change its polling places for said election to conform with County polling places within the City; and

**WHEREAS**, the City exercises no discretion with regard to the use of the County's voting precincts and polling places for the November 3, 2020 joint election.

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

**Section 1. Partial Repeal of Ordinance 2020-14.** Lockhart Ordinance No. 2020-14, regarding the City's November 3, 2020 election, is amended only regarding the dates and hours of which the Main and Temporary Branch early voting locations will be available for citizens to vote early by personal appearance.

**Section 2. Voting Precincts.** Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the CITY for the November 3, 2020 Election.

The COUNTY has the Election Precincts that include polling locations within the City limits and said election shall be held at the polling places as listed in Exhibit "A" on November 3, 2020.

**Section 3. Early Voting.** The Joint Early Voting Clerk for all purposes shall be Pamela Ohlendorf under the terms of the Joint Election Agreement.

**Early Voting Polling Places**

The Main Early Voting Polling Place is hereby designated as:

Scott Annex Building  
1403 Blackjack St.  
Lockhart, Texas 78644

The Temporary Early Voting Polling Place is hereby designated as:

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

Early voting by personal appearance at the Early Voting Polling locations shall be conducted as follows:

Tuesday, October 13, 2020	8:00 a.m. - 5:00 p.m.
Wednesday, October 14, 2020	8:00 a.m. – 5:00 p.m.
Thursday, October 15, 2020	8:00 a.m. – 5:00 p.m.
Friday, October 16, 2020	8:00 a.m. – 5:00 p.m.
Saturday, October 17, 2020	Closed
Sunday, October 18, 2020	Closed
Monday, October 19, 2020	8:00 a.m. – 5:00 p.m.
Tuesday, October 20, 2020	8:00 a.m. – 5:00 p.m.
Wednesday, October 21, 2020	8:00 a.m. – 5:00 p.m.
Thursday, October 22, 2020	8:00 a.m. – 5:00 p.m.
Friday, October 23, 2020	8:00 a.m. – 5:00 p.m.
Saturday, October 24, 2020	9:00 a.m. – 7:00 p.m.
Sunday, October 25, 2020	10:00 a.m. – 3:00 p.m.
Monday, October 26, 2020	7:00 a.m. – 7:00 p.m.
Tuesday, October 27, 2020	7:00 a.m. – 7:00 p.m.
Wednesday, October 28, 2020	7:00 a.m. – 7:00 p.m.
Thursday, October 29, 2020	7:00 a.m. – 7:00 p.m.
Friday, October 30, 2020	7:00 a.m. – 7:00 p.m.

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

**Section 4. Severability.** If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

**Section 5. Repealer.** That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

**Section 6. Publication.** That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

**Section 7. Effective Date.** This Ordinance is effective immediately upon its passage and approval.

**PASSED AND APPROVED** September 15, 2020.

**CITY OF LOCKHART**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

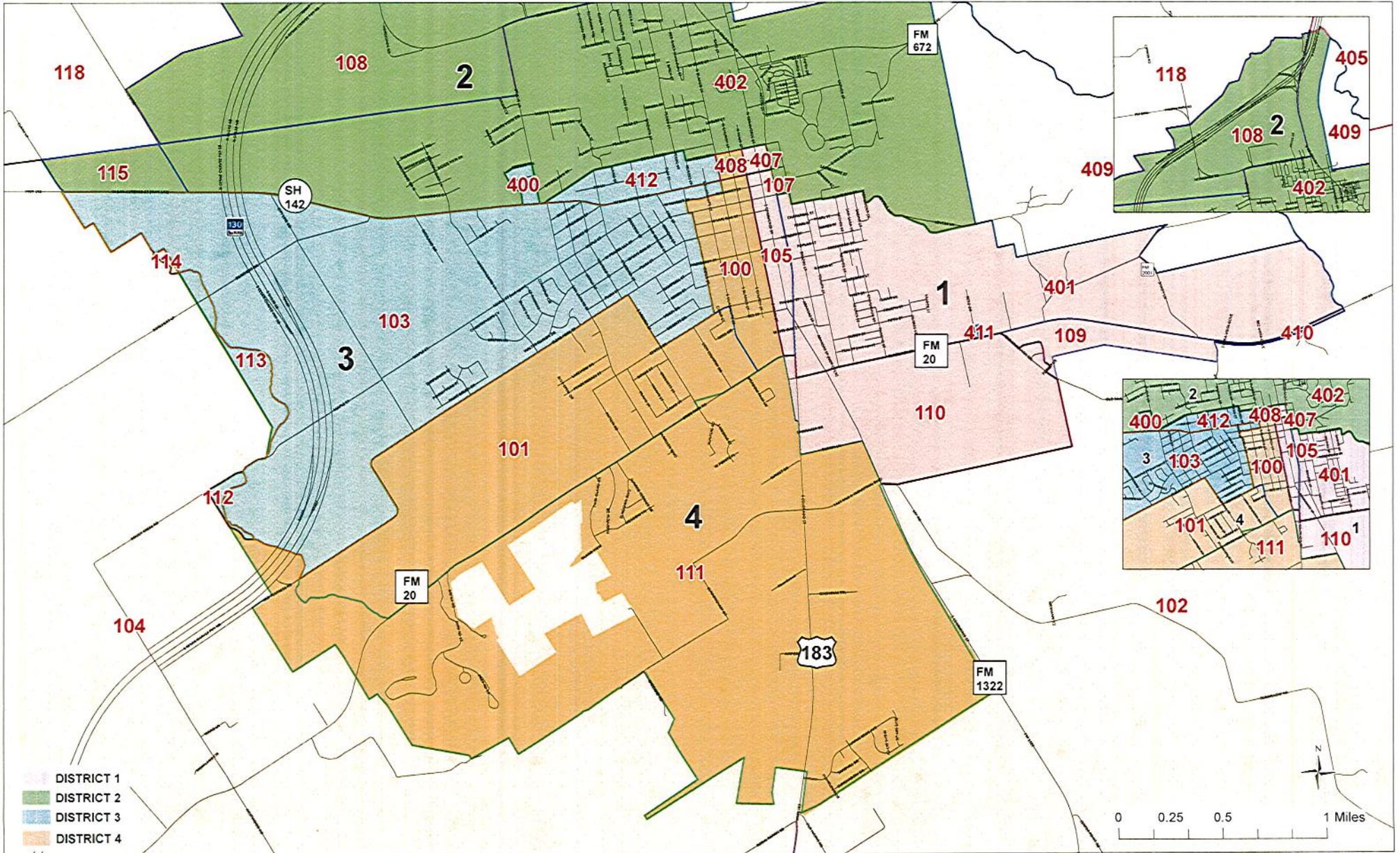
**EXHIBIT "A"**

<u>Polling Location</u>	<u>County Precincts</u>	<u>City District</u>
<b>First Lockhart Baptist Church Hall</b> 315 W Prairie Lea Lockhart, TX 78644	100	4
<b>Lockhart Jr High School Girls Gym</b> 500 City Line Rd Lockhart, TX 78644	118 & 103	3
<b>VFW Post 8927 Hall</b> 7007 S US Hwy 183 Lockhart, TX 78644	104	N/A
<b>McMahan Women's Club</b> 6022 FM 713 McMahan, TX 78616	204 & 205	N/A
<b>Luling Civic Center</b> 333 E Austin St Luling, TX 78648	206	N/A
<b>Three Rivers Community Center</b> 103 Main St Martindale, TX 78655	301	N/A
<b>Maxwell Fire Station</b> 9655 FM 142 Maxwell, TX 78656	302	N/A
<b>Uhland Community Center</b> 15 N Old Spanish Trl Uhland, TX 78640	303	N/A
<b>Fentress Community Church</b> 13423 State Park Road Fentress, TX 78622	305	N/A
<b>St. Mark's Methodist Church Hall</b> 602 E Live Oak St Lockhart, TX 78644	105, 109 & 401	1
<b>St Mary's Catholic Church Hall</b> 205 W Pecan St Lockhart, TX 78644	108, 400, 402, 407, 408, 409 & 412	1, 2, 3, 4
<b>Lytton Springs Baptist Church Hall</b> 8511 FM 1854 Dale, TX 78616	306 & 404	N/A
<b>Luling First Baptist Church Hall</b> 218 N Magnolia Ave Luling, TX 78648	203	N/A
<b>Lockhart High School</b> 1 Lion Country Drive Lockhart, TX 78644	101	4
<b>Dale Community Center</b> 100 Civic Drive Dale, TX 78616	405	N/A
<b>Lions Evening Club</b> 220 Bufkin Ln Lockhart, TX 78644	102, 110 & 111	1 and 4
<b>Southside Club House</b> 1005 S. Magnolia Ave Luling, TX 78648	201 & 202	N/A

# CITY OF LOCKHART

## County Precincts that create a City District

CITY DISTRICT 1	County Precincts: 105, 109, 110, 401, 407, 410, 411
CITY DISTRICT 2	County Precincts: 107, 108, 115, 402
CITY DISTRICT 3	County Precincts: 103, 112, 113, 117, 400, 412
CITY DISTRICT 4	County Precincts: 100, 101, 111, 408



### VOTING DISTRICTS WITHIN CITY LIMITS

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

Updated February 3, 2015

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



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AW1-5  
 Prescribed by Secretary of State  
 Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code  
 3/2007

*Caldwell  
 County =  
 Order  
 of  
 Election*

ORDER OF GENERAL ELECTION  
 (ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 3, 2020 in Caldwell County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

{Por la presente se ordena que se lleve a cabo una elección el día 3 de noviembre de 2020 en el condado de Caldwell, Texas, con el propósito de elegir a los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas}

The Office of (Enúmere los puestos oficiales) County District Judge, County District Clerk UnExpired, County Tax Assessor-Collector, County Commissioner Precincts 1 & 3 ,County Sheriff, County Constables Precincts 1, 2, 3 & 4

Early voting by personal appearance will be conducted at:  
 (Votación Temprana mediante la comparecencia personal se llevará a cabo en)

**Scott Annex bldg.  
 1403 Blackjack St  
 Lockhart, TX 78644**

**And**

**Luling Civic Center  
 333 E Austin St  
 Luling, TX 78648**

October 13, 2020 13 octubre 2020	Tuesday Martes	8 am to 5 pm
October 14, 2020 14 octubre 2020	Wednesday miércoles	8 am to 5 pm
October 15, 2020 15 octubre 2020	Thursday jueves	8 am to 5 pm
October 16, 2020 16 octubre 2020	Friday viernes	8 am to 5 pm
October 17, 2020 17 octubre 2020	Saturday sábado	Closed cerrado
October 18, 2020 18 octubre 2020	Sunday Domingo	Closed cerrado
October 19, 2020 19 octubre 2020	Monday Lunes	8 am to 5 pm
October 20, 2020 20 octubre 2020	Tuesday Martes	8 am to 5 pm
October 21, 2020 21 octubre 2020	Wednesday miércoles	8 am to 5 pm
October 22, 2020 22 octubre 2020	Thursday Jueves	8 am to 5 pm
October 23, 2020 23 octubre 2020	Friday viernes	8 am to 5 pm
October 24, 2020 24 octubre 2020	Saturday sábado	9 am to 7 pm
October 25, 2020 25 octubre 2020	Sunday Domingo	10 am to 3 pm
October 26, 2020 26 octubre 2020	Monday Lunes	7 am to 7 pm
October 27, 2020 27 octubre 2020	Tuesday Martes	7 am to 7 pm
October 28, 2020 28 octubre 2020	Wednesday miércoles	7 am to 7 pm
October 29, 2020 29 octubre 2020	Thursday Jueves	7 am to 7 pm
October 30, 2020 30 octubre 2020	Friday viernes	7 am to 7 pm

AW1-5

Prescribed by Secretary of State

Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code

3/2007

On Election Day, voters must vote in their precinct where they are registered to vote.

Location of Election Day Polling Places:

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las casillas electorales el Día de Elección incluir Nombre del Edificio y Dirección  
Número de precinto

<b><u>Polling Location</u></b>	<b><u>Precincts</u></b>
<b>First Lockhart Baptist Church Hall</b> 315 W Prairie Lea Lockhart, TX 78644	100
<b>Lockhart Jr High School Girls Gym</b> 500 City Line Rd Lockhart, TX 78644	118 & 103
<b>VFW Post 8927 Hall</b> 7007 S US Hwy 183 Lockhart, TX 78644	104
<b>McMahan Women's Club</b> 6022 FM 713 McMahan, TX 78616	204 & 205
<b>Luling Civic Center</b> 333 E Austin St Luling, TX 78648	206
<b>Three Rivers Community Center</b> 103 Main St Martindale, TX 78655	301
<b>Maxwell Fire Station</b> 9655 TX 142 Maxwell, TX 78656	302
<b>Uhland Community Center</b> 15 N Old Spanish Trl Uhland, TX 78640	303
<b>Fentress Community Church</b> 13423 State Park Rd Fentress, TX 78622	305
<b>St. Mark's Methodist Church Hall</b> 602 E Live Oak St Lockhart, TX 78644	105, 109 & 401
<b>St Mary's Catholic Church Hall</b> 205 W Pecan St Lockhart, TX 78644	108, 400, 402, 407, 408, 409 & 412
<b>Lytton Springs Baptist Church Hall</b> 8511 FM 1854 Dale, TX 78616	306 & 404
<b>Luling First Baptist Church Hall</b> 218 N Magnolia Ave Luling, TX 78648	203
<b>Lockhart High School</b> 1 Lion Country Drive Lockhart, TX 78644	101
<b>Dale Community Center</b> 100 Civic Drive Dale, TX 78616	405
<b>Lions Evening Club</b> 220 Bufkin Ln Lockhart, TX 78644	102, 110 & 111

AW1-5  
Prescribed by Secretary of State  
Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code  
3/2007

<b>Polling Locations</b>	<b>Precincts</b>
Southside Club House 1005 S. Magnolia Ave Luling, TX 78648	201 & 202

Applications for ballot by mail shall be mailed to:

Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

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

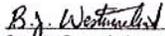
Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: Emitida este día 23 de octubre 2020.

Issued this the 8 day of September, 2020



Caldwell County Judge Hoppy Haden



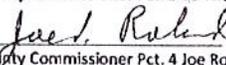
County Commissioner Pct. 1 B.J. Westmoreland



County Commissioner Pct. 2 Barbara Shelton



County Commissioner Pct. 3 Ed Theriot



County Commissioner Pct. 4 Joe Roland

HISTORY

ORDINANCE 2020-14

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CALLING A GENERAL ELECTION ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING ONE MAYOR; ONE COUNCILMEMBER DISTRICT 3; AND, ONE COUNCILMEMBER DISTRICT 4; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATION; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.**

**WHEREAS**, state and city law provide that on November 3, 2020 there shall be a general election for the purpose of electing One (1) Mayor; One (1) Councilmember District 3; and One (1) Councilmember District 4.

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

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

**Section 1. Call of Elections: Date: Eligible Electors: and Hours.** A General Election shall be held on Tuesday, November 3, 2020, which is seventy-eight (78) or more days from the date of the adoption of this order (the "Order") within the entire territory of CITY at which all resident, qualified voters of CITY shall be entitled to vote to fill the position of one (1) Mayor. A general election shall be held also in CITY Single-member Council District 3 and Single-member Council District 4 for the election of council members from these Single-member districts, at which all resident, qualified voters of each single-member district shall be entitled to vote for candidates for city council member from their respective districts. The City Council hereby finds that holding these elections (collectively referred to herein as "Elections") on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Elections shall be from 7 a.m. to 7 p.m.

**Section 2. Ballots.** The ballot for Elections shall conform to the requirements of the Texas Election Code so as to permit the electors to vote on the aforesaid candidates.

**Section 3. Conduct of Elections, Joint Election Agreement and Appointment of Election Officers.** The Elections shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America. A ballot shall be utilized for the Elections as administered by Caldwell County (the "COUNTY") and it is specifically sufficient that the races in the City Elections may appear on a ballot combined with the races involved in the Joint Election with the other participating entity for Caldwell County Precincts within the city limit boundaries.

Pursuant to Chapter 271 of the Texas Election Code, the Council orders that this Election be conducted under the terms and conditions of the Agreement to Conduct Joint Elections between City of Lockhart and Caldwell County. Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered

HISTORY

elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. As authorized by Chapter 271 of the Texas Election Code, the CITY appoints Pamela Ohlendorf, COUNTY Elections Administrator, as the Joint Election Officer to perform the duties set forth therefore in the Joint Election Agreement ("Exhibit A") for conducting the November 3, 2020 Election.

The COUNTY further appoints the presiding election judges and alternate presiding election judges identified in and on the terms set forth in the Joint Election Agreement.

**Section 4. Appointment of Custodian of Records.** To the extent not otherwise provided for in the Joint Election Agreement, the CITY appoints Pamela Ohlendorf, Caldwell County Elections Administrator of the COUNTY, as the Custodian of Records ("Custodian") to perform the duties related to the conduct and maintenance of records of the Elections as required under the Texas Election Code.

The Custodian shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period designated in this section. The Custodian shall post notice of the location and hours of her office as required by the Texas Election Code. The Custodian shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of CITY that are required by the Texas Election Code.

Notwithstanding the foregoing, pursuant to Sections 66.058 and 271.010 of the Texas Election Code, the city council appoints Pamela Ohlendorf as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Texas Election Code.

**Section 5. Election Information to be provided in Spanish.** Each entity shall be responsible for the preparation of notices, instructions, orders, ballot language and other written material pertaining to the Elections to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the Custodian is hereby authorized and directed to make available to the voters having the need, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

**Section 6. Early Voting by Mail.** The Council appoints Pamela Ohlendorf as the Early Voting Clerk. Ballot applications and ballots voted by mail shall be addressed to the Early Voting Clerk at the address indicated immediately below:

Early Voting Clerk  
Caldwell County Elections Administrator  
1403-C Blackjack St.  
Lockhart, Texas 78644

HISTORY

**Section 7. Early Voting.** The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Pamela Ohlendorf under the terms of the Joint Election Agreement.

**Main Early Voting Polling Place**

The Main Early Voting Polling Place is hereby designated as:

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

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

Monday, October 19, 2020	8:00 a.m. - 5:00 p.m.
Tuesday, October 20, 2020	8:00 a.m. - 5:00 p.m.
Wednesday, October 21, 2020	8:00 a.m. - 5:00 p.m.
Thursday, October 22, 2020	8:00 a.m. - 5:00 p.m.
Friday, October 23, 2020	8:00 a.m. - 5:00 p.m.
Saturday, October 24, 2020	10:00 a.m. - 7:00 p.m.
Sunday, October 25, 2020	10:00 a.m. - 3:00 p.m.
Monday, October 26, 2020	7:00 a.m. - 7:00 p.m.
Tuesday, October 27, 2020	7:00 a.m. - 7:00 p.m.
Wednesday, October 28, 2020	7:00 a.m. - 7:00 p.m.
Thursday, October 29, 2020	7:00 a.m. - 7:00 p.m.
Friday, October 30, 2020	7:00 a.m. - 7:00 p.m.

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

**Section 8. Delivery of Voted Ballots; Counting.** In accordance with the requirements of the Texas Election Code, after the close of voting on election day, the presiding election judges for each respective precinct shall deliver the ballot boxes and returns for their respective precinct to the Return Center. The early voting ballot board, at a time and in the manner permitted under the Texas Election Code, shall deliver the early voting ballots and returns to the Return Center.

**Section 9. Canvassing of Returns; Declaring Results.** The Joint Election Officer, as CITY's designated election officer under the Joint Election Agreement, shall make a written return of the Election results to CITY in accordance with the Texas Election Code. The City Council shall canvass the returns and declare the results of the Elections.

HISTORY

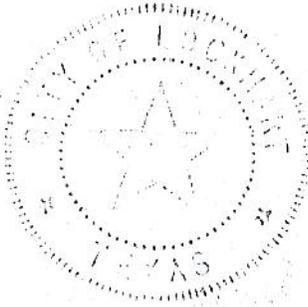
**Section 10. Notice of Elections.** Notice of the Elections, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21<sup>st</sup> day before the Elections, or if the 21<sup>st</sup> day before the Elections falls on a weekend or holiday, on the first business day thereafter.

**Section 11. Training of Election Officials.** Pursuant to the Texas Election Code, a public school of instruction for all election officers shall be held as arranged or contracted by the Joint Election Officer.

**Section 12. Authorization to Execute.** The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

**Section 13. Effective Date.** This Ordinance is effective immediately upon its passage and approval.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of July 2020.



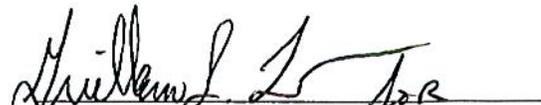
**CITY OF LOCKHART**

  
Lew White, Mayor

**ATTEST:**

  
Connie Constancio, TRMC, City Secretary

**APPROVED AS TO FORM:**

  
Monte Akers, City Attorney

HISTORY

“EXHIBIT A”

STATE OF TEXAS §

COUNTY OF CALDWELL §

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lockhart, a political subdivision located in Caldwell County, Texas, and the Caldwell County Elections Administrator, (the “OFFICER”). The City of Lockhart and the OFFICER are sometimes hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the OFFICER and the City of Lockhart, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Lockhart General Election to be held on November 3, 2020; and

WHEREAS, the City of Lockhart and the OFFICER have determined that it is in the public interest of the inhabitants of the City of Lockhart that the following contract be made and entered into for the purpose of having the OFFICER furnish to the City of Lockhart certain election services and equipment needed for the City of Lockhart election.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. OFFICER’S DUTIES AND SERVICES. The OFFICER agrees to undertake certain responsibilities and perform the following services for the City of Lockhart in connection with the General Election to be held on November 3, 2020 (the “Election”):

1. Recruit and appoint qualified persons to serve as presiding election judges, alternate judges and train the judges and clerks, and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
3. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election.
4. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
5. Supervise the conduct of early voting by personal appearance and by mail, and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the City of Lockhart who are responsible for holding the Election.
7. Other incidental related services as may be necessary to effectuate the Election.

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HISTORY

8. Remit to the City of Lockhart a detailed listing of expenses incurred to conduct the Election for payment within the time period set forth in Article 4. (Cost of Services).

**NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.**

**Article 2. CITY OF LOCKHART DUTIES AND SERVICES.** The City of Lockhart agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the OFFICER as soon as possible, but not later than legally required before the Election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents into Spanish.
5. Pay any additional costs incurred by the OFFICER if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the OFFICER.

**Article 3. ADMINISTRATION.** The OFFICER will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the OFFICER, or her designee, and the contact person and representative for City of Lockhart is Connie Constancio, City Secretary.

**Article 4. COST OF SERVICES.** City of Lockhart shall reimburse the OFFICER expenses for the 2020 City of Lockhart General election at a percentage that is dependent upon the number of entities participating in the November 3, 2020 Election. The costs/percentage shall be equally prorated between the participating entities. In addition, City of Lockhart shall pay an administrative fee of **10%** of the total cost of the election. An itemized list of estimated elections expenses is attached as Exhibit "A" and incorporated by reference for all purposes. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the OFFICER shall submit a statement to City of Lockhart listing all of the expenses and the administrative fee. City of Lockhart shall pay the total amount within 45 days of receiving the statement of expenses.

**Article 5. LIABILITY.** City of Lockhart shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by City of Lockhart to the extent that any such repairs are not covered under the vendor's warranty. City of Lockhart shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of City of Lockhart.

**Article 6. GENERAL CONDITIONS.** The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the election is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the OFFICER to serve as custodian of voted ballots or other election records.
2. The OFFICER may assign deputies to perform any of the contracted services.

HISTORY

- 3. The OFFICER may contract with third persons for Election services and supplies; and the OFFICER will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
- 4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.
- 5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

**Article 7. MISCELLANEOUS.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, City of Lockhart or the OFFICER, or to create any legal rights or claim on behalf of any third party. Neither the County, City of Lockhart, nor the OFFICER waives any defenses whatsoever, including, but not limited to, governmental immunity.

**Article 8. NOTICE.** Any notice provided for under this Agreement shall be forwarded to the following addresses:

Caldwell County  
 Elections Administrator  
 1403 Blackjack St., Suite C  
 Lockhart, TX 78644

City of Lockhart  
 City Secretary  
 308 W. San Antonio St.  
 Lockhart, TX 78644

**CALDWELL COUNTY ELECTIONS ADMINISTRATOR**

SIGNED AND AGREED UPON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Pamela Ohlendorf  
 Caldwell County Elections Administrator

**CITY OF LOCKHART**

SIGNED AND AGREED UPON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

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# HISTORY



EXHIBIT "A"

Pamela Ohlendorf  
 Elections Administrator / Voter Registrar  
 Caldwell County Elections Office  
 1403 Blackjack St  
 Lockhart, Texas 78644

ESTIMATED COST FOR ELECTION EXPENSES

1. Rental of voting equipment (Election Day & Early Voting)							
A. General							
	1	Number of Express Votes					
		rental units	X	575.00			50.00
	2	Number of DS200					
		rental units	X	575.00			50.00
2. Election kits							50.00
	0	For Early Voting		538.04	X		50.00
	0	For Regular Voting		534.13	X		50.00
	0	For Central Counting		511.61	X		50.00
3. Cost of General ESS&S:							50.00
		Ballots		50.00			
		Postbook		50.00			
		Abst Kits		50.00			
		Coding		50.00			
		Layout		50.00			
		Site Support		50.00			
		Supplies		50.00			
4. Cost of Rental polling locations (____ locations X \$100.00)							50.00
5. Election Workers for Early Voting and Election Day Voting							
County Payroll							
Total Clerks	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MC=7.65%		
7			59.00	513.50			50.00
Total Judges	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MC=7.65%		
7			511.00	516.50			50.00
Accounts Payable							
4. Election Day							
Total Clerks	Straight Hrs	OT Hours	ST-Rate	OT-Rate			
16			59.00				50.00
Total Judges	Straight Hrs	OT Hours	ST-Rate	OT-Rate			
18			511.00				50.00
9. Central Counting Station Personnel (*81 121)							
2	workers	w/total	7.75		X	59.00	50.00
7. Election Day Clerks' fee for pickup & delivery of supplies							
13	workers	X	525	Delivery			50.00
10. Miscellaneous election costs							
		Newspaper / ID certification					50.00
		Additional Supplies					50.00
		Polling envelopes/Ballots					50.00
		Additional county employees		ST	OT		
1	worker/Full Time	w/total			0	X	223.39
							50.00
PT Office	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MC=7.65%		
1	0	11.25	9	0			50.00
GRAND TOTAL:							TBD

**City of Lockhart, Texas**  
**Council Agenda Item**  
**Briefing Data**

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:** Discussion and/or action to consider Resolution 2020-22 adopting the study prepared by Evergreen Solutions, LLC as the 2020 Classification and Compensation Study for the City of Lockhart, Texas Final Report; and authorizing expenditures under the 2020-2021 budget to be made pursuant to such study.

**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:**

On September 1, 2020 there was a consensus of the City Council to implement recommendations of Evergreen Solutions following the 2020 City of Lockhart Classification and Compensation Study. Resolution 2020-22 formally adopts the study/final report prepared by Evergreen Solutions.

A need for the study was identified in the 2019-2020 Strategic Priorities plan. In January Evergreen Solutions, LLC was selected to conduct the study. The study was launched in February starting with employee outreach which engaged employees to provide feedback on current pay, benefits, and job descriptions. Following employee outreach, Evergreen conducted a salary survey of market peers and presented its findings to the City Council. Evergreen determined that the City General Employee pay plan ranges were, on average, approximately 26% below the average market position at the minimum salary range. The Police pay plan was found to be 7.2% below the average market position at the minimum salary range while the Fire pay plan was 24.5% below. During the study Evergreen Solutions commented on the City's lean staff and multiple hybrid positions (employees that fill more than one role). Evergreen recommended revising current pay plans and implementing pay adjustments according to position tenure to begin reducing the salary percentage below peers. These revisions and adjustments have been included in the FY 20-21 Budget, which does not require a tax rate increase.

The City of Lockhart staff provides Lockhart residents essential services such as water, wastewater, electric, and public safety. A key objective of the study and implementing salary recommendations was to enhance recruitment and improve retention of quality employees. No new positions were included in the FY 20-21 Budget and the tax rate was not increased to provide for salary improvements.

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

**AMOUNT & SOURCE OF FUNDING:**

Finance Review initials \_\_\_\_\_

**Funds Required:**                      **Account Number:**

**Funds Available:**                    **Account Name:**

**FISCAL NOTE (if applicable):**

**Previous Council Action:**

- January 7, 2020 Council selected Evergreen Solutions, LLC of Tallahassee, Florida to conduct a Classification and Compensation Study.
- February 4, 2020 Evergreen Solutions provided a presentation regarding the 2020 City of Lockhart Classification and Compensation Study.
- March 17, 2020 Evergreen Solutions lead discussion related to compensation philosophy.
- August 18, 2020 Evergreen Solutions provided a presentation regarding results/recommendations of the 2020 City of Lockhart Classification and Compensation Study.
- August 31, 2020 Council further discussed results/recommendations of the 2020 City of Lockhart Classification and Compensation Study.
- September 1, 2020 Council further discussed study results/recommendations and a consensus to accept the recommendations.

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

**STAFF RECOMMENDATION/REQUESTED MOTION:** N/A

**LIST OF SUPPORTING DOCUMENTS:** Proposed Resolution 2020-22, 2020 City of Lockhart Classification and Compensation Final Report.

Department Head initials:

City Manager's Review:





**RESOLUTION NO. 2020-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING THE STUDY PREPARED BY EVERGREEN SOLUTIONS, LLC AS THE 2020 CLASSIFICATION AND COMPENSATION STUDY FOR THE CITY OF LOCKHART, TEXAS FINAL REPORT; AND AUTHORIZING EXPENDITURES UNDER THE 2020-2021 BUDGET TO BE MADE PURSUANT TO SUCH STUDY**

**WHEREAS**, the City Council of the City of Lockhart desires to help ensure that employees of the City are afforded adequate benefits, compensation, and working conditions so that such employees are motivated to remain employed by the City and the City maintains a competitive position in the labor market; and

**WHEREAS**, Section 4.01 of the Lockhart Home Rule Charter provides that it shall be the duty of the City Manager to appoint, fix compensation, and when necessary for the welfare of the city, remove any employee of the city, except as otherwise provided by the Charter; and

**WHEREAS**, the City Council adopted a 2019-2020 Strategic Priorities plan for the City that identified a need for an employee classification and compensation study; and

**WHEREAS**, the Lockhart City Council authorized a one-time expenditure for a classification and compensation study in the Fiscal Year 2019-2020 Budget, and Evergreen Solutions, LLC of Tallahassee, Florida was hired to conduct the 2020 City of Lockhart Classification and Compensation Study; and

**WHEREAS**, the study has been completed and the Lockhart City Council desires to accept it as the “2020 Classification and Compensation Study for the City of Lockhart, Texas Final Report;”

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

1. The study prepared by Evergreen Solutions, LLC is adopted as the as the “2020 Classification and Compensation Study for the City of Lockhart, Texas Final Report,” (“the Study”).
2. In fulfilling his duties under the Charter, the City Manager may implement recommendations within the Study and make compensation adjustments as reflected in the FY 20-21 Budget, which shall take effect on the pay period beginning on October 3, 2020.
3. Each job position of the City of Lockhart shall be assigned to a classified grade level within the compensation plan. The compensation plan shall specify an entry and maximum level, or step with an hourly wage or salary, within each pay grade for each classification. The City Council as part of its annual budget process will consider the allocation of funds for pay plan adjustments to the compensation pay plan.

4. Compensation and salary adjustments for civil service employees shall be governed by Chapter 143 of the Texas Local Government Code, to the extent those requirements are different from the City's compensation and pay increase policy.
5. The Study may be amended, as circumstances require, through changes recommended by the Human Resources/Civil Service Director and authorized by the City Manager.

**APPROVED AND ADOPTED** on this, the 15<sup>th</sup> day of September 2020.

**CITY OF LOCKHART**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# Classification and Compensation Study for the City of Lockhart, TX

## FINAL REPORT



Evergreen Solutions, LLC

September 9, 2020

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## Chapter 1 - Introduction

Evergreen Solutions, LLC (Evergreen) conducted a Classification and Compensation study for the City of Lockhart (the City) beginning in January 2020. The purpose of the study was to analyze its classification and compensation (pay) system, and make recommendations to improve the City's competitive position in the labor market. The study activities involved analyzing the internal and external equity of the City's system and making recommendations in response to those findings.

Study tasks involved:

- holding a study kick-off meeting;
- analyzing City's current salary structure (pay plans) to determine its strengths and weaknesses;
- conducting employee outreach by leading orientation and focus group sessions for employees;
- facilitating discussions with the City's project team and City Council to develop an understanding of its compensation philosophy;
- collecting classification information through the Job Assessment Tool (JAT) process to analyze the internal equity of the City's classification system;
- developing recommendations for improvements to the classification system as appropriate;
- conducting a market salary survey to assess the external equity (market competitiveness) of the City's current pay system and benefit offerings;
- revising or developing a new competitive pay structure (pay plans) and individually slotting classifications into pay grades while ensuring internal and external equity;
- developing optional methods for transitioning employees' salaries into the revised (or new) pay structure (plans);
- providing the City with information and strategies regarding compensation and classification administration;
- preparing and submitting draft and final reports that summarize the study findings and recommendations; and



- updating classification descriptions to reflect recommended classification changes, employee responses to the JAT, and Fair Labor Standards Act (FLSA) status recommendations.

## 1.1 STUDY METHODOLOGY

Evergreen used a combination of quantitative and qualitative methods to develop recommendations to improve the City's competitive position for its compensation system. Study activities included:

### **Kick-off Meeting**

The kick-off meeting allowed members of the study team from the City and Evergreen to discuss different aspects of the study. During the meeting, information about the City's compensation (pay plan) and classification structure and current pay philosophy was shared and the work plan for the study was finalized. The meeting also provided an opportunity for Evergreen to explain the types of data needed to begin the study.

### **Assessment of Current Conditions**

This analysis provided an overall assessment of the City's current pay structure (plan) and related employee data at the time of the study. The current pay plans and the progression of employees' salaries through the pay ranges were examined during this process. The findings of this analysis are summarized in **Chapter 2** of this report.

### **Employee Outreach**

Employee outreach consisted of Evergreen facilitated orientation sessions and focus group meetings with employees and supervisors. The orientation sessions provided an opportunity for employees and supervisors to learn about the purpose of the study and receive specific information related to their participation in the study process. The focus group meetings allowed the City employees and supervisors to identify practices that were working well and to suggest areas of opportunities for improvement regarding the compensation system and classification system. The feedback received is summarized in **Chapter 3** of this report.

### **Compensation Philosophy**

Evergreen conducted meetings with the City's project team and City Council to develop an understanding of its position with regard to employee compensation. Several key factors were examined and provided the framework for the recommended compensation system and related pay practices.

### **Classification Review - Internal Equity Analysis**

To assess the internal equity of the City's classification system, all employees were asked to complete a JAT to describe the work they performed in their own words. Supervisors were then asked to review their employees' JATs and provide additional information as needed about the position. The information provided in the completed JAT's was utilized in the classification



analysis in two ways. First, the work described was reviewed to ensure that classification titles were appropriate. Second, the JAT's were evaluated to quantify, by a scoring method, each classification's relative value within the organization. Each classification's score was based on employee and supervisor responses to the JAT, and the scores allowed for a comparison of classifications across the City.

### Salary and Benefits Survey – External Equity Analysis

For the salary survey, peers were identified that compete with or compare to the City and provide similar services. Classifications representing a cross-section of the departments and levels of work were selected as benchmarks. After the selection of peers and benchmarks, a survey tool was developed for the collection of salary range data for each benchmark. Included was a survey to collect data about the core and fringe benefits offered by peer organizations. The salary and benefits data collected during this survey were analyzed, and a summary of which can be found in **Chapter 4** of this report.

### Recommendations

During the review of the compensation philosophy, the City identified its desire to be competitive with the labor market. Understanding this, and utilizing the findings of the analysis of both internal and external equity, a revised classification and compensation system was developed. Recommendations were also provided on how to maintain the system going forward. A summary of all study findings and recommendations can be found in **Chapter 5** of this report.

## 1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Assessment of Current Conditions
- Chapter 3 - Summary of Employee Outreach
- Chapter 4 – Market Summary
- Chapter 5 - Recommendations



## Chapter 2 – Assessment of Current Conditions

The purpose of this evaluation was to provide an overall assessment of the City's compensation structure, and employee salary progression. Data included here reflect the conditions when the study began, and should be considered, as such, a snapshot in time. The insights gained from this evaluation provided the basis for further analysis through the course of this study, however were not considered sufficient cause for recommendations independently. Instead, the results of this evaluation were considered during the analysis of peer market data. Subsequently, appropriate compensation related recommendations were developed for the City and are described later in this report.

### 2.1 PAY PLAN ANALYSIS

The City administered a pay structure comprised of three pay plans for 135 employees (both full and part-time). The pay plan for employees in General classifications had an open-range design. The plan for Civil Service Police employees included the classifications Cadet, Officer, Sergeant, Lieutenant, and Captain was step-based; as was the plan for Civil Service Fire employees in the classifications Firefighter/EMT, Fire Engineer, Captain, and Assistant Fire Chief. The City Manager classification was not included in the pay structure, as this position is a City Officer with a contract that establishes his salary. **Exhibit 2A** illustrates the General pay plan with established minimum and maximum salaries, a calculated midpoint, and 21 grades for 101 (including five part-time) employees. The range spreads (the percentage difference between the minimum and maximum of the pay grades relative to the grade's minimum) for the pay grades ranged from 19 to 67 percent. The structure of this pay plan, with these varied range spreads does not align with best practice design of an open-range plan. Best practice for range spreads in open-range plans is typically between 50 and 70 percent, and the spreads are typically uniform (or constant). Of all employees, 26 percent were assigned to pay grades that fell below this recommended range spread.

EXHIBIT 2A  
GENERAL PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
3	\$ 28,059	\$ 34,944	\$ 41,829	49%	0
4	<b>\$ 30,867</b>	<b>\$ 40,102</b>	<b>\$ 49,317</b>	<b>60%</b>	<b>0</b>
5	\$ 33,842	\$ 44,117	\$ 54,371	61%	1
6	<b>\$ 37,565</b>	<b>\$ 49,088</b>	<b>\$ 60,590</b>	<b>61%</b>	<b>3</b>
7	\$ 43,659	\$ 57,242	\$ 70,824	62%	4
8	<b>\$ 56,805</b>	<b>\$ 72,530</b>	<b>\$ 88,234</b>	<b>55%</b>	<b>4</b>
9	\$ 62,608	\$ 80,392	\$ 98,155	57%	5
10	<b>\$ 67,454</b>	<b>\$ 89,939</b>	<b>\$112,424</b>	<b>67%</b>	<b>1</b>
11	\$ 76,461	\$ 101,192	\$125,902	65%	0
21	<b>\$ 23,234</b>	<b>\$ 27,040</b>	<b>\$ 30,846</b>	<b>33%</b>	<b>13</b>
22	\$ 23,629	\$ 28,226	\$ 32,781	39%	8
23	<b>\$ 24,066</b>	<b>\$ 30,181</b>	<b>\$ 36,317</b>	<b>51%</b>	<b>15</b>
24	\$ 25,626	\$ 32,282	\$ 38,958	52%	7
25	<b>\$ 27,394</b>	<b>\$ 34,715</b>	<b>\$ 41,995</b>	<b>53%</b>	<b>13</b>
26	\$ 29,536	\$ 37,502	\$ 45,427	54%	4
27	<b>\$ 31,928</b>	<b>\$ 40,664</b>	<b>\$ 49,379</b>	<b>55%</b>	<b>8</b>
28	\$ 34,715	\$ 44,304	\$ 53,893	55%	5
29	<b>\$ 37,939</b>	<b>\$ 48,547</b>	<b>\$ 59,134</b>	<b>56%</b>	<b>5</b>
30	\$ 51,709	\$ 60,715	\$ 69,722	35%	1
31	<b>\$ 62,899</b>	<b>\$ 69,514</b>	<b>\$ 76,149</b>	<b>21%</b>	<b>3</b>
32	\$ 69,514	\$ 76,149	\$ 82,763	19%	1

Source: Created by Evergreen from data provided by the City as of February 2020.

Exhibit 2B illustrates the Civil Service Police pay plan, with a step design with each step reflecting an employee's salary after a specified number of years of tenure. Cadet had one step, Officer had eight steps (with step increases ranging from 2.5-3.0 percent), Sergeant had five steps (with step increases ranging from 2.1-3.3 percent), Lieutenant had three steps (with 3.5 percent step increases), and Captain had two steps (with a step increase of 6.0 percent). At the time the study began, these classifications had a total of 22 employees (all full-time). The range spreads in this pay plan ranged from 6 to 21 percent. This design of range spreads is appropriate for a step-based plan in Public Safety.



**EXHIBIT 2B  
CIVIL SERVICE POLICE PAY PLAN**

Classification	0 years	1 year	2 years	4 years	6 years
Cadet	\$37,710	-	-	-	-
<b>Officer</b>	<b>\$49,421</b>	<b>\$50,710</b>	<b>\$52,021</b>	<b>\$53,331</b>	<b>\$54,933</b>
Sergeant	-	-	\$61,194	\$62,462	\$64,501
<b>Lieutenant</b>	-	-	-	<b>\$69,680</b>	<b>\$72,093</b>
Captain (Police)	-	-	-	\$74,880	\$79,373

Classification	8 years	10+ years	12+ years	Range Spread	Employees
Cadet	-	-	-	0%	0
<b>Officer</b>	<b>\$56,576</b>	<b>\$58,282</b>	<b>\$60,029</b>	<b>21%</b>	<b>15</b>
Sergeant	\$66,602	\$68,765	-	12%	4
<b>Lieutenant</b>	<b>\$74,651</b>	-	-	<b>7%</b>	<b>2</b>
Captain (Police)	-	-	-	6%	1

Source: Created by Evergreen from data provided by the City as of February 2020.

Exhibit 2C illustrates the Civil Service Fire pay plan, with each step reflecting an employee's salary after a specified number of years of tenure. Each classification in the Fire plan had five steps, and the step increases ranged from 1.7 to 4.7 percent. The range spreads in this pay plan ranged from 9 to 16 percent. Again, this design of range spreads is appropriate for a step-based plan in Public Safety. At the time the study began, these classifications had a total of 12 employees (with one being part-time).

**EXHIBIT 2C  
CIVIL SERVICE FIRE PAY PLAN**

Classification	0 years	2 years	4 years	6 years	8 + years	Range Spread	Employees
FireFighter/EMT	\$40,899	\$42,415	\$44,427	\$46,439	\$47,486	16%	5

Classification	0 years	3 years	6 years	9 years	12+ years	Range Spread	Employees
Fire Engineer	\$45,446	\$46,439	\$48,478	\$49,470	\$50,490	11%	3
<b>Captain (Fire)</b>	<b>\$50,490</b>	<b>\$52,529</b>	<b>\$53,522</b>	<b>\$54,514</b>	<b>\$55,561</b>	<b>10%</b>	<b>3</b>
Assistant Fire Chief	\$77,967	\$79,373	\$80,806	\$82,211	\$85,078	9%	1

Source: Created by Evergreen from data provided by the City as of February 2020.



## 2.2 EMPLOYEE SALARY PLACEMENT BY GRADE

When assessing the effectiveness of the City's pay plans and practices, it is important to analyze where employees' salaries fell within each pay range. Identifying those areas where there may be clusters of employees' salaries could illuminate potential pay progression concerns within the current plan. It should be noted that employees' salaries, and the progression of the same, is associated with an organization's compensation philosophy – specifically, the method of salary progression and the availability of resources. Therefore, the placement of employees' salaries should be viewed with this context in mind.

Exhibits 2D through 2F illustrate the placement of employees' salaries relative to pay grade minimums and maximums. The exhibits contain the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the minimum,
- the number and percentage of employees with salaries at the minimum,
- the number and percentage of employees with salaries at the maximum, and
- the number and percentage of employees with salaries above the maximum.

**EXHIBIT 2D  
SALARY PLACEMENT OF GENERAL EMPLOYEES  
BELOW, AT, AND ABOVE MINIMUM AND MAXIMUM BY GRADE**

Grade	Employees	# < Min	% < Min	# at Min	% at Min	# at Max	% at Max	# > Max	% > Max
5	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
6	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
7	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
8	4	0	0.0%	0	0.0%	0	0.0%	1	25.0%
9	5	0	0.0%	0	0.0%	0	0.0%	1	20.0%
10	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
21	13	0	0.0%	7	53.8%	0	0.0%	0	0.0%
22	8	0	0.0%	1	12.5%	0	0.0%	1	12.5%
23	15	0	0.0%	4	26.7%	0	0.0%	1	6.7%
24	7	0	0.0%	1	14.3%	0	0.0%	0	0.0%
25	13	0	0.0%	0	0.0%	0	0.0%	3	23.1%
26	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
27	8	0	0.0%	1	12.5%	0	0.0%	0	0.0%
28	5	0	0.0%	0	0.0%	0	0.0%	0	0.0%
29	5	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
31	3	0	0.0%	1	33.3%	0	0.0%	0	0.0%
32	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
<b>Total</b>	<b>101</b>	<b>0</b>	<b>0.0%</b>	<b>15</b>	<b>14.9%</b>	<b>0</b>	<b>0.0%</b>	<b>7</b>	<b>6.9%</b>

Source: Created by Evergreen from data provided by the City as of February 2020.



**EXHIBIT 2E  
SALARY PLACEMENT OF CIVIL SERVICE POLICE EMPLOYEES  
BELOW, AT, AND ABOVE MINIMUM AND MAXIMUM BY GRADE**

Grade	Employees	# < Min	% < Min	# at Min	% at Min	# at Max	% at Max	# > Max	% > Max
Officer	15	0	0.0%	2	13.3%	0	0.0%	0	0.0%
Sergeant	4	0	0.0%	1	25.0%	2	50.0%	0	0.0%
Lieutenant	2	0	0.0%	0	0.0%	2	100.0%	0	0.0%
Captain (Police)	1	0	0.0%	0	0.0%	1	100.0%	0	0.0%
<b>Total</b>	<b>22</b>	<b>0</b>	<b>0.0%</b>	<b>3</b>	<b>13.6%</b>	<b>5</b>	<b>22.7%</b>	<b>0</b>	<b>0.0%</b>

Source: Created by Evergreen from data provided by the City as of February 2020.

**EXHIBIT 2F  
SALARY PLACEMENT OF CIVIL SERVICE FIRE EMPLOYEES  
BELOW, AT, AND ABOVE MINIMUM AND MAXIMUM BY GRADE**

Grade	Employees	# < Min	% < Min	# at Min	% at Min	# at Max	% at Max	# > Max	% > Max
FireFighter/EMT	5	0	0.0%	4	80.0%	0	0.0%	0	0.0%
Fire Engineer	3	0	0.0%	1	33.3%	0	0.0%	0	0.0%
Captain (Fire)	3	0	0.0%	1	33.3%	0	0.0%	0	0.0%
Assistant Fire Chief	1	0	0.0%	0	0.0%	1	100.0%	0	0.0%
<b>Total</b>	<b>12</b>	<b>0</b>	<b>0.0%</b>	<b>6</b>	<b>50.0%</b>	<b>1</b>	<b>8.3%</b>	<b>0</b>	<b>0.0%</b>

Source: Created by Evergreen from data provided by the City as of February 2020.

Employees with salaries at the grade minimum are typically new hires or are new to their classification following a recent promotion; on the other hand, employees with salaries at the grade maximum are typically highly experienced and proficient in their classification. As Exhibits 2D, 2E, and 2F illustrate, at the time of this study, there were no employees in the pay plans with a salary below their grade minimum and seven employees with salaries above their grade maximum.

Exhibit 2G illustrates the placement of General employees' salaries in their pay grades relative to pay grade midpoints. The exhibits contain the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the midpoint,
- the number and percentage of employees with salaries at the midpoint, and
- the number and percentage of employees with salaries above the midpoint of each pay grade.



**EXHIBIT 2G**  
**SALARY PLACEMENT OF GENERAL EMPLOYEES**  
**BELOW, AT AND ABOVE MIDPOINT BY GRADE**

Grade	Employees	# < Mid	% < Mid	# at Mid	% at Mid	# > Mid	% > Mid
5	1	0	0.0%	0	0.0%	1	100.0%
6	3	1	33.3%	0	0.0%	2	66.7%
7	4	2	50.0%	0	0.0%	2	50.0%
8	4	1	25.0%	0	0.0%	3	75.0%
9	5	1	20.0%	0	0.0%	4	80.0%
10	1	1	100.0%	0	0.0%	0	0.0%
21	13	13	100.0%	0	0.0%	0	0.0%
22	8	5	62.5%	0	0.0%	3	37.5%
23	15	13	86.7%	0	0.0%	2	13.3%
24	7	4	57.1%	0	0.0%	3	42.9%
25	13	6	46.2%	1	7.7%	6	46.2%
26	4	3	75.0%	0	0.0%	1	25.0%
27	8	7	87.5%	1	12.5%	0	0.0%
28	5	2	40.0%	1	20.0%	2	40.0%
29	5	1	20.0%	0	0.0%	4	80.0%
30	1	0	0.0%	0	0.0%	1	100.0%
31	3	3	100.0%	0	0.0%	0	0.0%
32	1	1	100.0%	0	0.0%	0	0.0%
<b>Total</b>	<b>101</b>	<b>64</b>	<b>63.4%</b>	<b>3</b>	<b>3.0%</b>	<b>34</b>	<b>33.7%</b>

Source: Created by Evergreen from data provided by the City as of February 2020.

Employees with salaries close to the midpoint of a pay range should be fully proficient in their classification and require minimal supervision to satisfactorily complete their job duties. Within this framework, grade midpoint is commonly considered to be the salary an individual could reasonably expect for similar work in the market. Therefore, it is important to examine the percentage and number of employees with salaries above and below the calculated midpoint. Of the 101 employees with classifications in the City's General pay plan, 64 employees (63.4 percent) had salaries below the midpoint of their respective range, three employees had salaries at the midpoint (2.2 percent), and 34 employees (33.7 percent) had salaries above the midpoint.

This analysis was not conducted for the Civil Service employees (pay plans) as it is not appropriate for tenure based, step plans with ranges designed to minimize pay compression between career advancement/rank. Employees salaries in these type plans should be on target with their respective time in classification.



### 2.3 SALARY QUARTILE ANALYSIS

This section provides an additional analysis of the distribution of General employees' salaries across the pay grades at the time of this study. As described above, the Civil Service plans were not analyzed in this manner, as their salary placement is defined by steps. Examining employee salary placement for General employees by grade quartile provided insight into whether clustering of employees' salaries existed within each pay grade. For this analysis, employees' salaries were slotted within one of four equal distributions. The first quartile (0-25) represents the lowest 25 percent of the pay range. The second quartile (26-50) represents the segment of the pay range above the first quartile up to the pay range's midpoint. The third quartile (51-75) represents the part of the pay range above the midpoint up to the 75th percentile of the pay range. The fourth quartile (76-100) is the highest 25 percent of the pay range. This analytical method provided an opportunity to assess how employees' salaries are disbursed throughout each pay grade.

Exhibit 2J provides a breakdown of placement of General employees' salaries relative to salary quartile and provide the following:

- the pay grades,
- the number of employees per pay grade, and
- the location (by quartile) of the employees' salaries within each grade.

**EXHIBIT 2J**  
**SALARY QUARTILE ANALYSIS – GENERAL EMPLOYEES**

GRADE	Total Employees	1st Quartile # Employees	2nd Quartile # Employees	3rd Quartile # Employees	4th Quartile # Employees
5	1	0	0	1	0
6	3	0	1	1	1
7	4	1	1	2	0
8	4	0	1	1	2
9	5	1	0	3	1
10	1	0	1	0	0
21	13	10	3	0	0
22	8	3	2	1	2
23	15	10	3	1	1
24	7	2	2	2	1
25	13	2	5	2	4
26	4	0	3	1	0
27	8	6	2	0	0
28	5	1	2	1	1
29	5	0	1	4	0
30	1	0	0	1	0
31	3	2	1	0	0
32	1	1	0	0	0
<b>Overall Total</b>	<b>101</b>	<b>39</b>	<b>28</b>	<b>21</b>	<b>13</b>
<b>Percentage</b>		<b>38.6%</b>	<b>27.7%</b>	<b>20.8%</b>	<b>12.9%</b>

Source: Created by Evergreen from data provided by the City as of February 2020.



As the exhibit illustrates, General employees' salaries were spread out across quartiles, although there was a higher concentration in the first two quartiles. In order of employee concentration, 39 employees (38.6 percent) had salaries in the first quartile of their respective pay ranges. The next largest amount of employees' salaries was found in the second quartile with 28 employees (27.7 percent). Additionally, 21 employees (20.8 percent) had salaries in the third quartile of their respective pay ranges, while 13 employees (12.9 percent) earned in the fourth quartile of their respective pay ranges.

## 2.4 EMPLOYEES BY DEPARTMENT

At the time the study commenced, the City employed 135 full and part-time individuals (excluding the City Manager) across 22 departments. **Exhibit 2M** depicts the number of employees and the number of classifications in each department and is intended only to provide basic information regarding how employees are distributed among departments. Also provided is the percentage breakdown of employees by department.



**EXHIBIT 2M  
EMPLOYEES BY DEPARTMENT**

<b>Department</b>	<b>Employees</b>	<b>Classes</b>	<b>% of Total</b>
Animal Services	7	4	5.2%
<b>Building Inspection</b>	<b>2</b>	<b>2</b>	<b>1.5%</b>
City Manager/Administrative Services	5	6	3.7%
<b>Code Enforcement</b>	<b>1</b>	<b>1</b>	<b>0.7%</b>
Communications (Dispatch)	8	2	5.9%
<b>Economic Development</b>	<b>1</b>	<b>1</b>	<b>0.7%</b>
Electric Distribution	9	6	6.7%
<b>Finance</b>	<b>5</b>	<b>5</b>	<b>3.7%</b>
Fire	14	6	10.4%
<b>Garage Maintenance</b>	<b>3</b>	<b>3</b>	<b>2.2%</b>
Library	9	6	6.7%
<b>Municipal Court</b>	<b>3</b>	<b>3</b>	<b>2.2%</b>
Parks & Recreation	8	4	5.9%
<b>Planning &amp; Development</b>	<b>4</b>	<b>4</b>	<b>3.0%</b>
Police	25	7	18.5%
<b>Public Works</b>	<b>2</b>	<b>2</b>	<b>1.5%</b>
Solid Waste	2	2	1.5%
<b>Streets &amp; Drainage</b>	<b>8</b>	<b>3</b>	<b>5.9%</b>
Utility Billing	6	5	4.4%
<b>Water/Wastewater</b>	<b>13</b>	<b>4</b>	<b>9.6%</b>
<b>Total</b>	<b>135</b>	<b>76</b>	<b>100.0%</b>

*Source: Created by Evergreen from data provided by the City as of February 2020.*

As Exhibit 2M illustrates, the largest department at the City is Police, with 25 employees representing 18.5 percent of the City's workforce, followed by Fire, with 14 employees representing 10.4 percent of the City's workforce.

## 2.5 SUMMARY

Overall, the City's compensation structure (pay plans) offered a foundation on which to potentially improve. The key points of the current structure were:

- The City administered an open-range pay plan for 101 General employees, a step plan for 22 Civil Service Police employees, and a step plan for 12 Civil Service Fire employees.



- The City's open-range pay plan was not designed as it should be within best practice for range spreads, and should be revised.
- Considering the General pay plan, employees' salaries were concentrated in the first quartile, and overall, 63.4 percent fell below the midpoint.

The City's pay structure provided employees with pay plans and ranges. While employees' salaries have progressed over time, there appears to be some salary compression below the midpoint in the General pay plan. This compression could indicate that employees' salaries are not progressing as anticipated, which could lead to issues such as newly hired employees making similar salaries to employees with longer tenure, supervisors having similar salaries to their subordinates, etc. The method by which salaries have and should progress was examined in more detail during the review of the City's compensation philosophy.

The information gained from this review of current conditions was used in conjunction with the market analysis data to develop recommendations for a competitive compensation plan that would best align with the City's compensation philosophy moving forward. These recommendations can be found in **Chapter 4** of this report.



## Chapter 3 - Summary of Employee Outreach

Following the study kick-off, Evergreen consultants visited the City in February 2020 to conduct Employee Outreach. The process consisted of facilitating orientation meetings and subsequent focus group sessions with employees and supervisors. During the orientation meetings, the consultants provided information to participants about the goals of the study and their role in the study process.

During the focus group sessions, Evergreen consultants asked questions that were designed to gather feedback on several topics related to the study. Participant responses provided the study team with valuable information regarding the employees' and supervisors' perceptions of the current compensation and classification system. The sessions were very well attended and participants actively engaged and provided feedback to the consultants. Summarized below are their comments and perceptions related to the topic areas.

### 3.1 GENERAL FEEDBACK

Overall, employees stated that they find the working atmosphere was very positive and team-oriented. Additional positive comments about working at the City include that:

- most employees have a short commute between home and work;
- employment with the City provides a stable work environment;
- the City provides a good benefits package; and
- rewarding jobs have allowed employees to serve their local community.

### 3.2 COMPENSATION

Participants expressed concerns related to the City's compensation system and provided the following suggestions for:

- market competitive salaries, particularly new employees' starting salaries;
- alleviation of salary compression;
- more incentive pay for certifications and education for various departments; and
- compensation for special skill sets (e.g. bilingual, performing tasks as part of a specialized unit).

### 3.3 CLASSIFICATION

General comments related to the classification of positions included that:

- some employees in the same position performed different types of work;
- a tiered system to recognize different levels of experience and skill would be helpful for career progression; and
- some positions could be retitled to better reflect the work performed.

### 3.4 RECRUITMENT/RETENTION

Furthermore, employees were asked which positions within the City presented the greatest challenges with regard to recruitment and retention. Some of the positions mentioned by the focus group participants were:

- Animal Control Officers;
- Customer Service Representative;
- Telecommunicators;
- Firefighters;
- Library Assistants;
- Maintenance Technicians;
- Park Workers;
- Police Officers; and
- Street Workers.

### 3.5 MARKET PEERS

Outreach participants were asked to identify organizations they considered to be market peers competing for employees performing similar work. The most common responses are listed below and were considered when developing the list of peers for the salary survey:

- City of Bastrop, TX
- City of Buda, TX;
- City of Kyle, TX;
- City of San Marcos, TX; and
- City of Seguin, TX.

### 3.6 BENEFITS

Participants were also asked for feedback regarding benefits. Participants commented that the City's benefits package was generally good, and the City-paid health insurance for employees (only) and retirement contribution were generous. Employees also expressed that vacation and sick leave accrual was competitive with surrounding municipalities.

However, additional feedback included:

- family medical premiums were expensive;
- retiree medical insurance would be appreciated; and
- more options of medical plans would also be appreciated.

### 3.7 SUMMARY

The concerns expressed and reported above are generally common and exist in many organizations today. The City's commitment to seeking employee input and feedback regarding the compensation and classification systems is a positive step toward improvement in these areas. During the outreach sessions, employees consistently stated that the City's compensation system should be improved to be market competitive to be better positioned to recruit and retain qualified employees.

The input received during employee outreach provided a foundation for understanding the current environment and was considered while conducting the remainder of the study. The analyses discussed in the next chapters ultimately provided the basis for the recommendations provided in **Chapter 5** of this report.

## Chapter 4 – Market Summary

This chapter provides a market analysis comparing the City's pay plans (salary ranges) and benefits to those at peer organizations. The data from targeted market peers were used to evaluate the overall compensation and benefits at the City at the time of this study. It is important to note that the market comparisons contained herein do not translate at the individual level and are instead used to provide an overall analysis. The utilized methodology is not intended to evaluate salaries paid to individuals. An employee's total compensation (salary and benefits) is determined through a combination of factors, which could include: the market conditions for a job, geographic location of the organization, the candidate's prior education and experience, or an individual's negotiation skills during the hiring process.

It should be noted that market comparisons are best thought of as a snapshot of current market conditions. In other words, market conditions can change, although they are likely to change less in response to economic fallout of the COVID-19 pandemic; therefore, these market survey findings will be helpful for the City to remain current with its peers under the present market conditions.

### 4.1 SALARY SURVEY RESULTS

Evergreen collected pay range information from target organizations utilizing a salary survey tool. The development of this tool included selecting the benchmark classifications to be surveyed. A cross-section of the City's classifications was selected so that the surveyed positions made up a subset of all work areas and levels of classifications in The City. The job title, a description of assigned duties, and the education and experience requirements for each benchmarked classification were provided in the survey tool so that peers could determine if the position existed within their organization.

Evergreen received concurrence from the City's project team regarding the targets to which the survey was provided. **Several factors were utilized when developing this peer list, including comparator characteristics such as: geographic proximity to the City, similar service offerings, organization size, relative population being served by the organization; competitor characteristics such as organizations to which the City is losing employees, organizations to which the City is competing with for quality applicants; and employee recommendations from focus group sessions.** Data were analyzed with and without adjustments for cost of living. Exhibit 4A provides the list of 19 peer organizations from which data was collected for 65 benchmark classifications from which salary range data were collected.

EXHIBIT 4A  
MARKET PEERS

<b>Market Peers</b>
<b>City of Bastrop, TX</b>
<b>City of Brenham, TX</b>
<b>City of Buda, TX</b>
<b>City of Cedar Park, TX</b>
<b>City of El Campo, TX</b>
<b>City of Elgin, TX</b>
<b>City of Georgetown, TX</b>
City of Hutto, TX
<b>City of Kyle, TX</b>
<b>City of Lakeway, TX</b>
<b>City of Leander, TX</b>
City of Luling, TX
<b>City of Manor, TX</b>
<b>City of New Braunfels, TX</b>
<b>City of San Marcos, TX</b>
<b>City of Seguin, TX</b>
<b>City of Taylor, TX</b>
<b>Caldwell County, TX</b>
Hays County, TX
<b>Bluebonnet Co-Op</b>
<b>Guadalupe Blanco River Authority</b>
Lower Colorado River Authority
<b>Lockhart Independent School District</b>
Maxwell Water Supply

\*Bold indicates data obtained from peer

The City expressed a desire to examine its pay plan overall as compared to a competitive position (at the average) with the market. To determine the position of the existing structure, Evergreen compared the City’s 2019 salary ranges for the benchmark classifications to the average. It is important to note that the averages in the subsequent exhibits reflect an average of the salary ranges reported by each peer for a given benchmark classification. The market range data presented in this chapter were not the sole criteria for the proposed pay ranges. Some classifications’ grade assignments varied from their associated market range due to the other factors, such as the results of our internal hierarchy assessment. More detail on this analysis is provided in Chapter 5.



Exhibits 4B-4D provide comparisons at this position for the following pay plans:

- **Exhibit 4B** displays the comparisons for classifications in the General pay plan, based on a 2080 annual work hours;
- **Exhibit 4C** displays the comparisons for classifications in the Civil Service Police pay plan; and
- **Exhibit 4D** displays the comparisons for classifications in the Civil Service Fire pay plan.

Each exhibit contains the following information:

- The market salary range information for each classification. This indicates the average of the minimum, midpoint, and maximum of the peer survey data for each benchmarked classification.
- The percent differentials (to the City's existing salary ranges). A positive differential indicates the City pay range for these positions was above the targets' average for that classification at the minimum, midpoint, or maximum. A negative differential indicates the City's pay range was below the average for that classification. The final row provides the average percent differentials for the ranges' minimum, midpoint, and maximum for all benchmarked classifications. This represents an average of all classifications' differentials.
- The survey average range width. This provides the average range width for each classification surveyed determined by the average minimum and average maximum salaries of the respondents, relative to the minimum. The average range width for all the classifications is provided in the final row. The number of responses collected for each classification is provided in the final column, and the average number of responses for all the classifications is provided in the final row. The number of survey responses for each classification is provided in the final column. The average number of responses for all the classifications is provided in the final row of the exhibit.



**EXHIBIT 4B  
SALARY SURVEY SUMMARY  
GENERAL PAY PLAN**

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg. Range	Number of Responses
	Average	% Diff	Average	% Diff	Average	% Diff		
Accounts Payable Clerk	\$33,150.65	-25.6%	\$39,862.14	-21.0%	\$46,573.63	-17.8%	40.5%	11
Administrative Assistant	\$33,729.17	-20.7%	\$41,074.94	-16.8%	\$48,420.70	-14.2%	43.6%	14
Animal Control Officer	\$31,536.22	-26.9%	\$37,989.04	-22.9%	\$44,441.85	-20.1%	41.0%	13
Animal Services Supervisor	\$45,393.73	-42.3%	\$54,039.56	-36.2%	\$62,695.40	-31.9%	38.1%	5
Animal Shelter Attendant	\$27,339.93	-16.2%	\$34,090.30	-23.1%	\$40,840.67	-27.9%	49.3%	3
Assistant Building Official	\$54,446.68	-5.2%	\$64,949.40	-6.7%	\$75,452.11	-7.9%	38.5%	5
Assistant City Planner	\$68,189.97	-43.9%	\$83,543.88	-37.4%	\$98,897.80	-33.1%	45.0%	4
Building Official	\$63,274.53	-10.8%	\$78,119.05	-7.4%	\$92,963.56	-5.2%	46.8%	13
Cashier/Customer Service Representative	\$31,174.81	-19.5%	\$37,888.90	-15.9%	\$44,603.00	-13.5%	43.1%	12
City Planner	\$51,732.37	9.3%	\$64,491.26	11.7%	\$77,250.15	13.3%	49.2%	8
City Secretary/Administrative Manager	\$61,988.89	-8.7%	\$76,140.17	-4.9%	\$90,291.46	-2.3%	45.6%	13
Class A Lineman	\$57,595.42	8.8%	\$70,119.36	-0.9%	\$82,643.31	-8.2%	43.7%	5
Controller	\$71,727.91	-13.6%	\$85,345.89	-6.0%	\$98,963.87	-0.8%	38.1%	7
Customer Service Coordinator	\$39,913.97	-29.9%	\$49,036.98	-26.7%	\$58,159.99	-24.6%	45.5%	6
Customer Service/Utility Supervisor	\$49,280.75	-27.0%	\$59,931.65	-19.9%	\$70,582.55	-15.2%	43.2%	10
Deputy Court Clerk	\$29,746.63	-14.9%	\$36,400.38	-12.0%	\$43,054.12	-10.0%	44.6%	12
Director of Library Services	\$80,314.22	-59.1%	\$100,711.58	-55.0%	\$121,108.94	-52.4%	50.8%	7
Dispatch Supervisor	\$47,481.10	-22.3%	\$58,148.77	-18.0%	\$68,816.43	-15.1%	44.8%	7
Economic Development Director	\$89,659.60	-44.9%	\$113,271.79	-43.9%	\$136,883.99	-43.2%	52.7%	5
Economic Development Specialist	\$52,172.75	-42.6%	\$62,708.02	-34.8%	\$73,243.29	-29.6%	40.5%	5
Electric Superintendent	\$78,672.29	-22.7%	\$95,481.77	-17.2%	\$112,291.25	-13.4%	42.8%	5
Finance Director	\$91,896.78	-30.7%	\$111,612.33	-21.5%	\$131,327.88	-15.5%	43.0%	12
Fire Chief	\$99,156.74	-45.2%	\$119,929.04	-39.5%	\$140,701.34	-35.6%	41.9%	8
Heavy Equipment Operator (Streets)	\$32,509.43	-17.1%	\$40,318.25	-15.0%	\$48,127.07	-13.6%	47.9%	10
Heavy Equipment Operator (Water/Wastewater)	\$35,627.56	-26.1%	\$44,925.45	-25.7%	\$54,223.34	-25.4%	52.1%	7
Human Resources/Civil Service Director	\$82,178.80	-61.2%	\$100,875.02	-55.2%	\$119,571.24	-51.2%	45.6%	12
Juvenile Case/Deputy Court Manager	\$35,222.56	-31.5%	\$43,071.16	-28.6%	\$50,919.75	-26.6%	44.5%	9
Lead Mechanic	\$40,072.85	-37.6%	\$48,383.32	-33.0%	\$56,693.79	-29.8%	41.4%	9
Library Assistant	\$28,434.07	-16.6%	\$35,145.48	-15.2%	\$41,856.88	-14.2%	47.1%	10
Lifeguard (seasonal)	\$19,224.61	-	\$22,453.05	-	\$25,681.49	-	33.9%	7
Line Foreman-Electric	\$70,220.42	-1.0%	\$83,492.82	-9.2%	\$96,765.22	-15.6%	37.8%	5
Lineman I	\$51,132.90	-29.6%	\$58,774.13	-19.1%	\$66,415.36	-11.6%	30.0%	5
Maintenance Worker II	\$37,450.12	-37.5%	\$43,742.43	-30.1%	\$50,034.74	-24.9%	33.6%	3
Mechanic	\$36,256.84	-34.4%	\$43,866.04	-30.4%	\$51,475.25	-27.7%	42.0%	10
Mechanic Assistant	\$33,419.54	-	\$40,879.32	-	\$48,339.09	-	44.6%	5
Meter Reader I	\$35,740.97	-40.8%	\$43,919.61	-43.6%	\$52,098.26	-45.5%	45.6%	7
Municipal Court Manager	\$56,984.84	-26.5%	\$69,709.95	-19.6%	\$82,435.05	-15.2%	44.5%	10
Parks Worker I	\$27,334.54	-16.2%	\$33,465.90	-21.2%	\$39,597.27	-24.8%	44.7%	13
Parks Worker II	\$30,791.52	-26.3%	\$37,814.33	-29.1%	\$44,837.15	-31.1%	45.5%	6
Parks/Cemetery Manager	\$46,966.15	-22.2%	\$56,603.82	-14.2%	\$66,241.49	-8.9%	40.9%	7
Personnel Administrator	\$39,980.68	-37.4%	\$48,836.20	-33.9%	\$57,691.73	-31.5%	44.4%	6
Planning/GIS Technician	\$41,118.78	-16.9%	\$49,237.26	-10.5%	\$57,355.75	-6.2%	39.5%	8
Police Captain	\$84,486.22	-12.1%	\$95,037.84	-20.8%	\$105,589.46	-28.3%	25.2%	9
Police Chief	\$99,418.72	-45.4%	\$122,141.84	-41.2%	\$144,864.95	-38.4%	45.6%	10
Pool Manager (seasonal)	\$27,892.96	-	\$32,516.63	-	\$37,140.31	-	33.2%	7
Public Information Officer	\$56,906.22	-50.8%	\$69,764.90	-45.1%	\$82,623.59	-41.2%	45.1%	6
Public Works Director	\$93,337.15	-39.4%	\$113,507.89	-34.2%	\$133,678.64	-30.6%	43.1%	11
Receptionist/Secretary	\$28,136.99	-17.4%	\$34,362.64	-19.7%	\$40,588.30	-21.3%	44.1%	9
Records Management Clerk	\$30,064.63	-25.6%	\$36,859.57	-30.7%	\$43,654.51	-34.4%	45.1%	4
Registered Sanitarian/Code Enforcement	\$38,779.47	-11.1%	\$47,614.12	-7.2%	\$56,448.78	-4.6%	45.4%	9
Sanitation/Street Supervisor	\$48,674.30	-24.8%	\$59,100.33	-19.6%	\$69,526.35	-16.2%	42.8%	5
Staff Accountant	\$46,898.29	-22.1%	\$56,497.35	-14.1%	\$66,096.40	-8.7%	40.9%	11
Street Worker II	\$31,067.38	-25.4%	\$38,227.04	-23.5%	\$45,386.71	-22.2%	46.0%	11
Telecommunicator	\$36,637.74	-13.7%	\$43,938.00	-7.8%	\$51,238.26	-3.7%	40.0%	10
Victim Services Coordinator/Property Evidence Technician	\$43,420.92	-22.3%	\$52,094.44	-16.2%	\$60,767.97	-12.0%	40.0%	7
Water/Wastewater Supervisor	\$52,616.15	-32.4%	\$63,945.84	-27.4%	\$75,275.54	-24.0%	42.9%	7
Water/Wastewater System Operator	\$31,811.76	-27.7%	\$38,933.49	-25.3%	\$46,055.21	-23.6%	44.6%	11
<b>Overall Average</b>		<b>-26.0%</b>		<b>-23.0%</b>		<b>-21.1%</b>	<b>42.8%</b>	<b>8.2</b>



**EXHIBIT 4C  
SALARY SURVEY SUMMARY  
CIVIL SERVICE POLICE PAY PLAN**

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg. Range	Number of Responses
	Average	% Diff	Average	% Diff	Average	% Diff		
Police Lieutenant	\$77,672.97	-10.8%	\$86,377.78	-17.9%	\$95,082.59	-24.1%	22.8%	10
Police Officer	\$50,187.56	-1.5%	\$59,096.94	-7.7%	\$68,006.31	-12.5%	35.6%	14
Police Sergeant	\$67,072.03	-9.2%	\$75,010.14	-14.3%	\$82,948.24	-18.7%	23.9%	14
<b>Overall Average</b>		<b>-7.2%</b>		<b>-13.3%</b>		<b>-18.4%</b>	<b>27.4%</b>	<b>12.7</b>

**EXHIBIT 4D  
SALARY SURVEY SUMMARY  
CIVIL SERVICE FIRE PAY PLAN**

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg. Range	Number of Responses
	Average	% Diff	Average	% Diff	Average	% Diff		
Assistant Fire Chief	\$90,520.88	-42.4%	\$102,974.58	-50.4%	\$115,428.27	-57.0%	27.5%	6
Captain	\$81,338.91	-38.7%	\$89,282.94	-42.9%	\$97,226.98	-46.6%	19.5%	5
Fire Engineer	\$56,219.11	-12.7%	\$64,470.49	-21.0%	\$72,721.87	-27.8%	29.4%	7
Firefighter	\$46,342.80	-4.0%	\$56,085.13	-15.3%	\$65,827.46	-24.0%	41.8%	9
<b>Overall Average</b>		<b>-24.5%</b>		<b>-32.4%</b>		<b>-38.9%</b>	<b>29.5%</b>	<b>6.8</b>

**Market Minimums**

A starting point of the analysis was to compare the peer's market minimum for each classification to the City's range minimums. Market minimums are generally considered an entry level salary for employees who meet the minimum qualifications of a classification. Employees with salaries at or near the range minimums typically have not mastered the job and probably have not acquired the skills and experience necessary to be fully proficient in their classification.

As **Exhibit 4B** illustrates for benchmarked classifications in the General pay plan, the City was, on average, approximately 26.0 percent below the average market position at the minimum of the respective salary ranges.

As **Exhibit 4C** illustrates for benchmarked classifications in the Civil Service Police pay plan, the City was, on average, approximately 7.2 percent below the average market position at the minimum of the respective salary ranges.

As **Exhibit 4D** illustrates for benchmarked classifications in the Civil Service Fire pay plan, the City was, on average, approximately 24.5 percent below the average market position at the minimum of the respective salary ranges.

**Market Midpoints**

Market midpoints are important to consider because they are commonly recognized as the salary point at which employees are fully proficient in satisfactorily performing their work. As such, midpoint is often considered as the salary point at which a fully proficient employee could expect his or her salary to be placed.



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As **Exhibit 4B** illustrates for the benchmarked classifications in the General pay plan, the City was, on average, approximately 23.0 percent below the competitive market position at the midpoint of the respective salary ranges.

As **Exhibit 4C** illustrates for the benchmarked classifications in the Civil Service Police pay plan, the City was, on average, approximately 13.3 percent below the competitive market position at the midpoint of the respective salary ranges.

As **Exhibit 4D** illustrates for the benchmarked classifications in the Civil Service Fire pay plan, the City was, on average, approximately 32.4 percent below the competitive market position at the midpoint of the respective salary ranges.

### **Market Maximums**

In this section, salary range maximums are compared to the peers' average of maximums for each benchmarked classification. The market maximum is significant as it represents the upper limit salary that an organization might provide to retain and/or reward experienced and high performing employees. Additionally, being competitive at the maximum allows organizations to attract highly qualified individuals for in-demand classifications.

As **Exhibit 4B** illustrates for the benchmarked classifications in the General pay plan, the City was, on average, approximately 21.1 percent below the competitive market position at the maximum of the respective salary ranges.

As **Exhibit 4C** illustrates for the benchmarked classifications in the Civil Service Police pay plan, the City was, on average, approximately 18.4 percent below the competitive market position at the maximum of the respective salary ranges.

As **Exhibit 4D** illustrates for the benchmarked classifications in the Civil Service Fire pay plan, the City was, on average, approximately 38.9 percent below the competitive market position at the maximum of the respective salary ranges.

### **Additional Compensation Related Questions**

Peers were also asked to respond to additional questions regarding longevity pay and education and certification incentives, and shift differential and holiday pay. 14 peers responded to these questions.

#### **Longevity Pay**

With regards to longevity pay, all 14 peer respondents indicated they provided longevity pay to its employees in the form of an annual lump sum. The exact rates of longevity pay varied by tenure, and even whether or not the employee was in Civil Service. The average longevity pay provided by peers was \$5 per month after at least one year of service.

To recognize and encourage employees to remain employed by the City, the City provided longevity pay for its employees via an annual lump sum paid in the month of November. Civil Service employees received a statutorily required \$4 per month longevity pay for each year



of service with a maximum of 25 years. General employees received the following lump sums for longevity:

- employees with between 1 to 10 years of service received an additional \$10 per month of service;
- employees with between 10-20 years of service received an additional \$13 per month of service; and
- employees with 20 or more years of service receive an additional \$15 per month of service.

The maximum number of years employees could be credited for service is 25 years. Under the City's longevity pay program, General Employees could be eligible to receive an additional \$120 - \$4,500 depending upon continuous years of service.

#### **Education and Certification Incentive Pay**

With regards to education incentives, six peers provided these to Civil Service employees only. The education incentives were provided as lump sums that varied between \$50 - \$275 per month, depending on the degree.

With regards to certification incentives, twelve peers provided these to employees. Two peers offered these incentives to Civil Service employees only while the other ten peers indicated other employees were also eligible for certification incentives. These incentives were provided as lump sums, the incentive pay varied between \$50 - \$300 per month, depending on the certification. The City's education and certification pay was comparable with its peers.

## **4.2 SALARY SURVEY SUMMARY**

It should again be noted that the standing of a classification's pay range compared to the market is not a definitive assessment of an individual employee's salary being equally above or below market. A salary range does, however, speak to the City's general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, the City could find itself losing out to its market peers when it seeks to fill a position. It is equally true that range maximums lower than the market maximums may serve as a disincentive for experienced employees to remain at the City. From the analysis of the data gathered and discussed above, the benchmark classifications' ranges were generally found to be significantly below the City's desired position of being competitive with the labor market.



### 4.3 BENEFITS SURVEY RESULTS

In addition to the salary survey, Evergreen conducted a benefit survey to compare the City's current benefits to those of its peers. The information provided in this section is a result of the analysis of the current benefits at the City and at each peer organization, which are subject to change. Benefit plans have intricacies that are not represented in this chapter; therefore, the data provided should not be used independently as a line-by-line comparison of benefits. It should also be noted that benefits are usually negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis below highlights the results of the benefits survey. Data were requested from the same peers contacted for the salary survey and subsequently collected from the sixteen peer organizations identified in **Exhibit 4E**.



EXHIBIT 4E  
MARKET PEERS

Market Peers
<b>City of Bastrop, TX</b>
<b>City of Brenham, TX</b>
<b>City of Buda, TX</b>
<b>City of Cedar Park, TX</b>
<b>City of El Campo, TX</b>
<b>City of Elgin, TX</b>
<b>City of Georgetown, TX</b>
City of Hutto, TX
<b>City of Kyle, TX</b>
<b>City of Lakeway, TX</b>
<b>City of Leander, TX</b>
City of Luling, TX
<b>City of Manor, TX</b>
<b>City of New Braunfels, TX</b>
<b>City of San Marcos, TX</b>
<b>City of Seguin, TX</b>
<b>City of Taylor, TX</b>
Caldwell County, TX
Hays County, TX
Bluebonnet Co-Op
<b>Guadalupe Blanco River Authority</b>
Lower Colorado River Authority
Lockhart Independent School District
Maxwell Water Supply

\*Bold indicates data obtained from peer



**Employee Health Plans**

Exhibit 4F shows the number of health plans provided to current employees by the responding peers and the City. The average number of health plans provided (any combination of PPO, HMO, or HDHP) was 1.9 based on the market data. The City offered one PPO (Preferred Provider Organization) plan. Subsequent comparisons will be based on peers' PPO plans.

**EXHIBIT 4F  
NUMBER OF HEALTH PLANS**

Number of Plans	Peer Average	City of Lockhart, TX
Number of health plans offered	1.9	1

**Premiums and Deductibles**

Exhibit 4G displays information regarding the PPO health plans of peers compared to the City's plan. Compared to their peers, the City's employees paid about the same premium for the following coverage levels: employee only, employee plus child, and employee plus spouse. Premiums for family level coverage; however, were higher compared to peers' premiums. The in network and out of network deductibles for the City's medical plan were much lower compared to peers.



**EXHIBIT 4G  
PPO HEALTH PLAN  
PREMIUMS AND DEDUCTIBLES**

Monthly Premium Paid by Employee for:	Peer PPO Average	City of Lockhart, TX
Percentage of peers offering each plan	66.67%	Yes
<b>Employee coverage</b>	<b>\$31.99</b>	<b>\$0.00</b>
Employee + Child	\$419.68	\$436.46
<b>Employee + Spouse</b>	<b>\$590.94</b>	<b>\$591.52</b>
Employee + Family	\$958.53	\$1,119.88

Monthly Premium Paid by Employer for:	Peer PPO Average	City of Lockhart, TX
<b>Employee coverage</b>	<b>\$644.86</b>	<b>\$574.30</b>
Employee + Child	\$641.72	\$0.00
<b>Employee + Spouse</b>	<b>\$678.25</b>	<b>\$0.00</b>
Employee + Family	\$793.94	\$0.00

Deductibles	Peer PPO Average	City of Lockhart, TX
<b>Individual Maximum In Network</b>	<b>\$2,057.69</b>	<b>\$1,000.00</b>
Individual Maximum Out of Network	\$3,425.00	\$1,250.00
<b>Employee + Child Maximum In Network</b>	<b>\$3,750.00</b>	<b>\$2,000.00</b>
Employee + Child Maximum Out of Network	\$8,250.00	\$2,500.00
<b>Employee + Spouse Maximum In Network</b>	<b>\$3,750.00</b>	<b>\$2,000.00</b>
Employee + Spouse Maximum Out of Network	\$8,250.00	\$2,500.00
<b>Employee + Family Maximum In Network</b>	<b>\$3,454.55</b>	<b>\$2,000.00</b>
Employee + Family Maximum Out of Network Network	\$7,444.44	\$2,500.00



**Other Insurance Plans**

Exhibit 4H displays information from the responding peers regarding the cost to the employee for dental plans. Overall, the City's dental premiums were similar to peers' dental premiums. Exhibit 4I displays information from the responding peers regarding the cost to the employee for vision plans. The premiums for the City's vision plan were, on average, a little higher than the vision premiums at peer organizations. The City's dental and vision plans were optional for the employees.

**EXHIBIT 4H  
DENTAL PLANS**

Dental Premiums	Peer Average	City of Lockhart, TX
Offered?	88.9%	Yes
<b>Average number of plans offered</b>	<b>1.3</b>	<b>1.0</b>
Employer cost employee only	\$29.31	\$26.01
<b>Employee cost employee only</b>	<b>\$7.83</b>	<b>\$0.00</b>
Employer cost employee plus child	\$35.19	\$0.00
<b>Employee cost employee plus child</b>	<b>\$42.67</b>	<b>\$41.66</b>
Employer cost employee plus spouse	\$35.60	\$0.00
<b>Employee cost employee plus spouse</b>	<b>\$37.64</b>	<b>\$27.95</b>
Employer cost employee plus family	\$42.66	\$0.00
<b>Employee cost employee plus family</b>	<b>\$67.41</b>	<b>\$69.57</b>



**EXHIBIT 4I  
VISION PLANS**

<b>Vision Premiums</b>	<b>Peer Average</b>	<b>City of Lockhart, TX</b>
Offered?	66.7%	Yes
<b>Average number of plans offered</b>	<b>1.1</b>	<b>1.0</b>
Employer cost employee only	\$6.89	\$0.00
<b>Employee cost employee only</b>	<b>\$4.67</b>	<b>\$6.36</b>
Employer cost employee plus child	\$11.60	\$0.00
<b>Employee cost employee plus child</b>	<b>\$11.97</b>	<b>\$13.91</b>
Employer cost employee plus spouse	\$11.27	\$0.00
<b>Employee cost employee plus spouse</b>	<b>\$11.30</b>	<b>\$13.44</b>
Employer cost employee plus family	\$15.23	\$0.00
<b>Employee cost employee plus family</b>	<b>\$18.14</b>	<b>\$22.61</b>

Exhibit 4J displays the percentage of responding peers who provided short- and long-term disability insurance. Like the City, 55.6 percent of peers offered employee paid short-term disability and 22.2 percent of peers offered employee paid long-term disability. The percentage of the salary the employee receives for short-term disability and long-term disability at the City varied based on the level of coverage selected by the employee. Unlike the City, 16.7 percent of peers offered employer paid long-term disability and 66.7 percent of peers offered employer paid long-term disability.

**EXHIBIT 4J  
DISABILITY INSURANCE**

<b>Disability Insurance</b>		<b>Peer Percentage Offered</b>	<b>Percent of salary employee receives</b>
Short-Term Disability	Employer Paid	16.7%	60.0%
	City of Lockhart, TX	No	n/a
	Employee Paid	55.6%	60.0%
Long-Term Disability	City of Lockhart, TX	Yes	varies
	Employer Paid	66.7%	60.0%
	City of Lockhart, TX	No	n/a
	Employee Paid	22.2%	60.0%
	City of Lockhart, TX	Yes	varies



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Life Insurance

Exhibit 4K displays information regarding life insurance. Employer-paid life insurance was provided by all peers, as well as the City. Most of the peers, as well as the City, offered optional dependent coverage, additional employee paid life insurance, and accidental death insurance. The death benefit offered by peers varied based on the age and salary of the employees, while the death benefit offered by the City varied based on salary.

**EXHIBIT 4K  
LIFE INSURANCE**

Life Insurance	Peer Average	City of Lockhart, TX
Employer-paid life insurance offered?	77.8%	Yes
Dollar amount of death benefit	\$41,666.67	varies
Optional dependent coverage offered?	61.1%	Yes
Can the employee purchase (additional) life insurance if desired?	72.2%	Yes
Accidental death insurance provided?	77.8%	Yes

Tuition Reimbursement

Tuition reimbursement for employees is provided by 55.6 percent of peers, with an average reimbursement limit of \$2,630 for courses that were relevant to the employee's field of work. The City, at the time of this study, did not offer tuition reimbursement.

Employee Leave and Holidays

Exhibit 4L provides the average accrual rates for sick, annual/vacation, and personal leave for employees for peers and the City. Like the City, all peer respondents provided sick leave. The City provided an average monthly accrual rate for sick leave of 8.0 hours, which was similar to the average accrual rate of 8.4 hours per month for sick leave. Also like the City, all peer respondents provided annual leave/vacation time. Peers provided a minimum monthly accrual rate of 7.7 hours and a maximum monthly accrual rate of 13.1 hours, compared to the City's 6.6 hours minimum and 13.3 hours maximum monthly accrual rates. 22.2 percent of peers also offered personal leave to their employees, while the City offered 8.0 hours of personal leave for all employees. The City and 56.3 percent of its peers offered different rates of sick leave for Civil Service employees. The City offered three weeks of sick leave annually. The City and 43.8 percent of its peers also provided accrual rates for annual/vacation leave to Civil Service employees. The City provided three to four weeks of annual/vacation leave depending on how long the Civil Service employee has been with the City. The City observed 12 holidays, which is similar to peers who observed an average of 11.9 holidays.



**EXHIBIT 4L  
LEAVE TIME ACCRUAL**

Leave Accrual	Organization	Offered?	Minimum Accrual Rate in Hours (Monthly)	Years of service to accrue the minimum rate	Maximum Accrual Rate in Hours (Monthly)	Years of service to accrue the maximum rate	Absolute Maximum Accrual in Hours for a Year
Sick Leave	Peer Average Offered Sick Leave	100.0%	8.4	0.0	8.4	0.0	136.0
	City of Lockhart, TX	Yes	8.0	0.0	8.0	0.0	96.0
Annual/Vacation Leave	Peer Average Offered Vacation Leave	100.0%	7.7	0.1	13.1	12.7	147.6
	City of Lockhart, TX	Yes	6.6	0.0	13.3	15.0	160.0
Personal Leave	Peer Average Offered Personal Leave	22.2%	9.6	0.0	21.2	3.8	36.0
	City of Lockhart, TX	Yes	n/a	n/a	n/a	n/a	8.0
Public Safety Sick Leave	Peer Average Offered Paid Time Off	56.3%	10.7	0.0	12.2	1.9	139.2
	City of Lockhart, TX	Yes	-	-	-	-	3 weeks
Public Safety Annual/Vacation Leave	Peer Average Offered Public Safety Sick Leave	43.8%	10.2	0.0	15.4	10.4	202.4
	City of Lockhart, TX	Yes	-	-	-	-	3-4 weeks

### Retirement Plan Benefits

**Exhibit 4M** displays the number of retirement plans provided and offered to employees, including the Texas Municipal Retirement System (TMRS) plan and Deferred Compensation. The City, along with all of its city peers, offered the TMRS retirement plan. The employer and employee contribution limits from the City for the TMRS plan were slightly lower than the average employer contribution and employee contributions of surveyed peers. 27.8 percent of peers, along with the City, also offered a Deferred Compensation retirement plan to their employees.



**EXHIBIT 4M  
RETIREMENT**

Retirement Plans	Peer Average	City of Lockhart, TX
Number of retirement plans offered	1.3	2

Plan Type	Organization	Percentage Offered	Years to Fully Vest	Average Employer Contribution	Average Employee Contribution
<b>TMRS</b>	Peer Average	100.0%	5.0	14.2%	6.8%
	City of Lockhart, TX	Yes	5.0	13.1%	6.0%
Deferred Compensation	Peer Average	27.8%	0.0	0.0%	varies
	City of Lockhart, TX	Yes	0.0	0.0%	varies

**4.4 BENEFITS SURVEY SUMMARY**

The peer benefit data summarized in this chapter indicate that The City’s benefits offerings were, overall, competitive with its peers. For instance, benefits offerings for employee only coverage and medical deductibles were very competitive with peers; however, employee-paid premiums for dependents were higher compared to employees at peer municipalities, and retirement contributions at the City were slightly lower compared to peers’ contributions.

**4.5 MARKET SUMMARY**

It should again be noted that the standing of a benchmark’s pay range compared to The City’s desired market position is not a definitive assessment of an individual employee’s salary being equally above or below market. The pay range does, however, speak to the City’s general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, The City could find itself losing out to its market peers when it seeks to fill a position. It is equally true that range maximums lower than the market maximums may serve as a disincentive for experienced employees to remain at The City, when the economy is more stable.

From the analysis of the data gathered in the external assessment discussed above, the City’s pay plans were found to be below its desired market position. When comparing employee benefits, The City was found to be generally competitive with its benefits offerings. All study findings and subsequent recommendations can be found in the next chapter of this report.



## Chapter 5 - Recommendations

The analysis of the City's classification and compensation system revealed some areas of opportunity for improvement. Evergreen focused primarily on developing more competitive pay plans, as well as reviewing and making minor recommendations to the classification structure. Study recommendations, as well as the findings that led to each, are discussed in this chapter.

### 5.1 CLASSIFICATION SYSTEM

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles and inconsistent titles across departments.

In the analysis of the City's classification system, Evergreen collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the City's classifications. In addition, the MIT process provided supervisors an opportunity to provide specific recommendations regarding the pay or classification of positions in their areas. Evergreen reviewed and utilized the data provided in the JATs and MITs as a basis for the classification recommendations below.

#### FINDING

Overall, the classification system utilized by the City was sound. However, there were a few instances of titles that could be modified to better reflect the tasks assigned to the position.

#### **RECOMMENDATION 1: Revise the titles of some classifications to better reflect job duties.**

Exhibit 5A provides a list of the recommended changes to the classification system. Not listed are minor changes (e.g., spelling out abbreviated words) or classifications that are not recommended to be changed. The foundation for these recommendations was the work performed by employees as described in their JATs, best practice in the Human Resources field, or unique needs which required a specific titling method.



EXHIBIT 5A  
PROPOSED CLASSIFICATION CHANGES

Current Classification Title	Recommended Classification Title
Administrative Assistant - Fire - PT	Administrative Assistant II
<b>Meter Reader Foreman</b>	<b>Meter Reader</b>
Personnel Administrator	Personnel Specialist
<b>Street Worker II</b>	<b>Recycling Technician</b>
Street Worker II	Street Worker
<b>Telecommunicator</b>	<b>Lead Telecommunicator</b>

\*Lead Telecommunicator proposed title change applied to two Telecommunicators

**FINDING**

When comparing the City's current job descriptions to the work described by employees in the JATs, Evergreen noted some tasks that were missing from the current job descriptions. This can happen over a period of time if the descriptions are not reviewed and updated on a regular basis. Some tasks in one classification are often reassigned to another classification. As such, these changes make it necessary for an organization to update its job descriptions regularly to ensure each job description accurately reflects the work performed.

**RECOMMENDATION 2: Revise all job descriptions to include updated classification information provided in the JAT, and review job descriptions annually for accuracy.**

The process of reviewing and updating the City's job descriptions, as well as comments received from employees and supervisors during outreach, revealed that the descriptions did not, in some cases, accurately reflect current work performed. To minimize this becoming a concern again in the future, Evergreen recommends a regular review of these descriptions, including FLSA status determinations.

A review of the employee's assigned job classification (description) should occur at least annually. Review of the FLSA determination for exempt or non-exempt status as well as other aspects of the job, (such as physical requirements required to perform essential functions) will also ensure consistent, continuous compliance with the American's with Disabilities Act (ADA) protection. At the time of this report, Evergreen was in the process of revising the job descriptions for all classifications. The descriptions will be provided to the City under separate cover.

**5.2 COMPENSATION SYSTEM**

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's pay ranges for selected benchmark classifications were compared to the average of the identified



market. Details regarding the external market assessment were provided in **Chapter 4** of this report.

During the internal equity assessment, consideration of the relationships between positions and the type of work being performed by the City employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the classifications that quantified the classification's level of five separate compensatory factors (leadership, working conditions, complexity, decision-making, and relationships). The level for each factor was determined based on responses to the JAT. The results of both analyses were utilized when developing the recommendations below.

## FINDING

The City's salary ranges were not found to be aligned with its desired market position for many of the surveyed classifications. Implementing a revised competitive pay structure (pay plans) would provide the City with an improved ability to attract, hire and retain employees.

**RECOMMENDATION 3: Design a new competitive open-range plan for General employees and revise the City's current step pay plans to be market competitive; slot all General classifications into the new plan based on external and internal equity; and implement the structure (plans) by transitioning employees' salaries into the plans.**

Following best practice, Evergreen designed a new open-range pay plan for General employees; then slotted each proposed classification into the appropriate pay range in the new plan. Both internal and external equity were analyzed when slotting the classifications. Assigning pay grades to classifications requires a balance of internal equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' grade assignments varied from their associated market range due to the other factors mentioned above.

**Exhibit 5B** shows the proposed open-range pay plan, which has 21 pay grades, numbered 101 through 121. The range spreads are a constant 50.0 percent.

Evergreen revised the step-based plans for the City's Civil Service Police and Fire employees to be competitive with the market. The Civil Service Police plan was adjusted by 7.0%; the Civil Service Fire Plan by 7.0%. The design of the plans, i.e., the range spreads was retained.

**Exhibit 5C** shows the proposed step-based pay plan for Civil Service/Police, which has five grades and up to eight steps. The range spreads varied between 6.0 to 21.0 percent, depending on the grade.

**Exhibit 5D** shows the proposed step-based pay plan for Civil Service/Fire, which has four grades and up to five steps. The range spreads varied between 9.0 to 16.0 percent, depending on the grade.



**EXHIBIT 5B  
PROPOSED PAY PLAN—GENERAL EMPLOYEES**

<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Range Spread</b>
<b>101</b>	<b>\$ 24,860.38</b>	<b>\$ 31,075.48</b>	<b>\$ 37,290.57</b>	<b>50%</b>
102	\$ 26,352.00	\$ 32,940.00	\$ 39,528.00	50%
<b>103</b>	<b>\$ 27,933.12</b>	<b>\$ 34,916.40</b>	<b>\$ 41,899.68</b>	<b>50%</b>
104	\$ 29,609.11	\$ 37,011.39	\$ 44,413.67	50%
<b>105</b>	<b>\$ 31,385.66</b>	<b>\$ 39,232.07</b>	<b>\$ 47,078.49</b>	<b>50%</b>
106	\$ 33,268.80	\$ 41,586.00	\$ 49,903.19	50%
<b>107</b>	<b>\$ 35,264.92</b>	<b>\$ 44,081.16</b>	<b>\$ 52,897.39</b>	<b>50%</b>
108	\$ 37,380.82	\$ 46,726.02	\$ 56,071.23	50%
<b>109</b>	<b>\$ 39,623.67</b>	<b>\$ 49,529.59</b>	<b>\$ 59,435.50</b>	<b>50%</b>
110	\$ 42,001.09	\$ 52,501.36	\$ 63,001.63	50%
<b>111</b>	<b>\$ 44,521.15</b>	<b>\$ 55,651.44</b>	<b>\$ 66,781.73</b>	<b>50%</b>
112	\$ 47,192.42	\$ 58,990.53	\$ 70,788.64	50%
<b>113</b>	<b>\$ 50,023.97</b>	<b>\$ 62,529.96</b>	<b>\$ 75,035.95</b>	<b>50%</b>
114	\$ 53,025.41	\$ 66,281.76	\$ 79,538.11	50%
<b>115</b>	<b>\$ 56,206.93</b>	<b>\$ 70,258.66</b>	<b>\$ 84,310.40</b>	<b>50%</b>
116	\$ 59,579.35	\$ 74,474.18	\$ 89,369.02	50%
<b>117</b>	<b>\$ 63,154.11</b>	<b>\$ 78,942.64</b>	<b>\$ 94,731.16</b>	<b>50%</b>
118	\$ 66,943.35	\$ 83,679.19	\$ 100,415.03	50%
<b>119</b>	<b>\$ 70,959.96</b>	<b>\$ 88,699.94</b>	<b>\$ 106,439.93</b>	<b>50%</b>
120	\$ 75,217.55	\$ 94,021.94	\$ 112,826.33	50%
<b>121</b>	<b>\$ 79,730.61</b>	<b>\$ 99,663.26</b>	<b>\$ 119,595.91</b>	<b>50%</b>



**EXHIBIT 5C  
PROPOSED PAY PLAN-CIVIL SERVICE/POLICE**

Classification	0 years	1 year	2 years	4 years	6 years	8 years	10+ years	12+ years	Range Spread
Cadet	\$40,349.70	--	--	--	--	--	--	--	--
Officer	\$52,880.26	\$54,260.13	\$55,662.26	\$57,064.38	\$58,778.10	\$60,536.32	\$62,361.31	\$64,230.82	21%
Sergeant	--	--	\$65,477.15	\$66,834.77	\$69,015.86	\$71,263.71	\$73,578.34	--	12%
Lieutenant	--	--	--	\$74,557.60	\$77,139.30	\$79,876.78	--	--	7%
Captain (Police)	--	--	--	\$80,121.60	\$84,928.90	--	--	--	6%

**EXHIBIT 5D  
PROPOSED PAY PLAN-CIVIL SERVICE/FIRE**

Classification	0 years	2 years	4 years	6 years	8+ years	Range Spread
<b>FireFighter/EMT</b>	<b>\$43,761.97</b>	<b>\$45,383.88</b>	<b>\$47,536.59</b>	<b>\$49,689.30</b>	<b>\$50,809.89</b>	<b>16%</b>

Classification	0 years	3 years	6 years	9 years	12+ years	Range Spread
Fire Engineer	\$48,627.69	\$49,689.30	\$51,871.50	\$52,933.11	\$54,024.21	11%
Captain (Fire)	\$54,024.21	\$56,206.42	\$57,268.03	\$58,329.64	\$59,450.23	10%
Assistant Fire Chief	\$62,962.22	\$64,097.28	\$65,254.59	\$66,389.65	\$68,704.27	9%

Evergreen slotted each proposed classification into the appropriate pay range in the revised pay plan. Both internal and external equity were analyzed when slotting the classifications. Assigning pay grades to classifications requires a balance of internal equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' grade assignments varied from their associated market range due to the other factors mentioned above. The resulting recommended pay grades for each of the City's general employee classifications are shown in **Exhibit 5E**.



**EXHIBIT 5E  
PROPOSED PAY GRADES  
GENERAL EMPLOYEE PAY PLAN**

<b>Recommended Classification Title</b>	<b>Proposed Grade</b>	<b>Proposed Minimum</b>	<b>Proposed Midpoint</b>	<b>Proposed Maximum</b>
Animal Shelter Assistant Animal Shelter Attendant Library Clerk Parks Worker I Youth Services Clerk	101	\$ 24,860.38	\$ 31,075.48	\$ 37,290.57
Animal Control Officer Animal Shelter Attendant/Animal Control Officer Circulation Coordinator Deputy Court Clerk-Part Time Library Assistant Mechanic Assistant Parks Worker II Receptionist/Secretary Records Management Clerk Recycling Technician Sanitation Worker I Street Worker	102	\$ 26,352.00	\$ 32,940.00	\$ 39,528.00
Accounts Payable Clerk Administrative Assistant Cashier/Customer Service Representative Deputy Court Clerk Juvenile Case/Deputy Court Manager Meter Reader Water/Wastewater System Operator	103	\$ 27,933.12	\$ 34,916.40	\$ 41,899.68
Administrative Assistant II Heavy Equipment Operator Heavy Equipment Operator/Drainage Parks Crew Leader Personnel Specialist Sanitation Route Manager	104	\$ 29,609.11	\$ 37,011.39	\$ 44,413.67
City Training Coordinator Customer Service Coordinator Lead Water/WasteWater Maintenance Worker II Mechanic	105	\$ 31,385.66	\$ 39,232.07	\$ 47,078.49
Animal Services Supervisor Development Services Assistant Lead Mechanic	106	\$ 33,268.80	\$ 41,586.00	\$ 49,903.19
Telecommunicator	107	\$ 35,264.92	\$ 44,081.16	\$ 52,897.39



**EXHIBIT 5E (CONTINUED)**  
**PROPOSED PAY GRADES**  
**GENERAL EMPLOYEE PAY PLAN**

<b>Recommended Classification Title</b>	<b>Proposed Grade</b>	<b>Proposed Minimum</b>	<b>Proposed Midpoint</b>	<b>Proposed Maximum</b>
<b>Administrative Coordinator - Police</b> <b>Lead Telecommunicator</b> <b>Lineman II Apprentice</b> <b>Planning/GIS Technician</b> <b>Registered Sanitarian/Code Enforcement</b> <b>Victim Services Coordinator/Property Evidence Technician</b>	<b>108</b>	<b>\$ 37,380.82</b>	<b>\$ 46,726.02</b>	<b>\$ 56,071.23</b>
Dispatch Supervisor Lineman I	109	\$ 39,623.67	\$ 49,529.59	\$ 59,435.50
<b>Customer Service/Utility Supervisor</b> <b>Economic Development Specialist</b> <b>Parks/Cemetery Manager</b> <b>Sanitation/Street Supervisor</b> <b>Staff Accountant</b> <b>Water/Wastewater Supervisor</b>	<b>110</b>	<b>\$ 42,001.09</b>	<b>\$ 52,501.36</b>	<b>\$ 63,001.63</b>
Director of Library Services Municipal Court Manager Public Information Officer	112	\$ 47,192.42	\$ 58,990.53	\$ 70,788.64
<b>Assistant City Planner</b>	<b>113</b>	<b>\$ 50,023.97</b>	<b>\$ 62,529.96</b>	<b>\$ 75,035.95</b>
Human Resources/Civil Service Director	114	\$ 53,025.41	\$ 66,281.76	\$ 79,538.11
<b>Assistant Building Official</b>	<b>115</b>	<b>\$ 56,206.93</b>	<b>\$ 70,258.66</b>	<b>\$ 84,310.40</b>
City Secretary/Administrative Manager Class A Lineman	116	\$ 59,579.35	\$ 74,474.18	\$ 89,369.02
<b>City Planner</b> <b>Building Official</b> <b>Controller</b> <b>Line Forman-Electric</b>	<b>117</b>	<b>\$ 63,154.11</b>	<b>\$ 78,942.64</b>	<b>\$ 94,731.16</b>
Economic Development Director Electric Superintendent Public Works Director	119	\$ 70,959.96	\$ 88,699.94	\$ 106,439.93
<b>Finance Director</b> <b>Fire Chief</b> <b>Police Chief</b>	<b>120</b>	<b>\$ 75,217.55</b>	<b>\$ 94,021.94</b>	<b>\$ 112,826.33</b>

\*The Municipal Court Manager earns an additional \$6,000 stipend for serving as an Associate Judge

\*The Finance Director also coordinates IT services

After assigning pay grades to classifications in the General Pay Plan, the next step was to develop appropriate optional methods for transitioning employees' salaries into the new pay plans. This was done by establishing methods of calculating salaries in the proposed pay ranges and determining whether adjustments were necessary. Evergreen developed, recommended, and provided several options for implementing the proposed pay plan, which the City was considering at the time of this report.



### 5.3 SYSTEM ADMINISTRATION

The City's compensation system will continue to require periodic maintenance. The recommendations provided to improve the competitiveness of the plan were developed based on conditions at the time the data were collected. Without proper upkeep, the potential for recruitment and retention issues may increase as the compensation system becomes dated and less competitive.

**RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues, and make changes to pay grade assignments if necessary.**

While it is unlikely that the pay plan in total will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If the City notices that high turnover or is experiencing difficulty with recruiting one or more classifications, the City should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

**RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years, subject to budget constraints and as market conditions are warranted.**

Small-scale salary surveys can improve the market position of specific classifications, but it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the City in less than desirable position for recruiting and retaining quality employees.

**RECOMMENDATION 6: Review and revise, as appropriate, existing pay practice guidelines including those for determining salaries of newly hired employees, progressing employee salaries through the pay plans and determining pay increases for employees who have been promoted to a different classification.**

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the City to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

#### New Hire Salaries

Typically, an employee holding the minimum education and experience requirements for an existing classification is hired at or near the classification's pay grade minimum. Sometimes, for recruiting purposes an organization might need to consider the ability to offer salaries to new employees that consider prior related experience. It is recommended that the City continue its current practices of establishing new hire salaries to preserve the internal equity



of employees' salaries within each classification to the extent possible. Current employees' salaries should be improved, to some degree with implementation of the new plans and the proposed adjustments to employees' salaries.

#### Salary Progression

There are several common methods for salary progression including cost of living adjustments (COLA)/across the board, and employee performance-based. The City currently utilizes both methods to progress salaries. It is recommended that the City continuously evaluate future performance-based methods to progress employees' salaries and continuously make improvements as appropriate.

#### Promotions

When an employee is promoted to a new classification, it is important to maintain updated guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moving the salary into the new pay grade, and ensuring internal equity in the new classification. For example, a range of five to seven percent increase is common today, with consideration given to preserving the internal equity of employees' salaries within the classification. The City should continue to review its promotion guidelines to remain competitive and current with Human Resources best practices.

### **5.4 SUMMARY**

The recommendations in this chapter provide an update to the compensation and classification system for the City employees. Upon implementation, the City's competitiveness in the labor market will be improved and have a responsive compensation system for several years to come. While the upkeep of this will require work, the City will find that having a more competitive compensation system that enhances strong recruitment and employee retention is well worth this commitment.



# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:**

Discussion and/or action to consider appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG).

**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:**

CAPCOG, formed in 1970, serves as an advocate, planner and coordinator on regional issues in the 10-County encompassing Austin-Round Rock-Georgetown Metropolitan Statistical Area. The CAPCOG General Assembly serves as their governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budget, determining membership dues, and guiding the organization's mission. The bylaws provide that Associate members (governmental agencies) can appoint "Sustaining members" (a non-voting representative) which is a person or organization with a positive interest in the welfare of the region. At least 2/3 of the General Assembly's voting representatives must be elected officials.

Based on the population estimates of the City of Lockhart, CAPCOG indicates that the city qualifies to have two representatives on the General Assembly. The General Assembly meets at least twice per year. The CAPCOG requests that the city updates our representatives which is currently Mayor Lew White and Councilmember Jeffry Michelson. Other Caldwell County General Assembly members include: Judge Haden, Commissioner Roland, Mayor Hendricks (Luling), and Councilmember Mary Paul (Martindale).

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

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

**Previous Council Action:** On December 19, 2019, Council appointed Councilmember Michelson to the CAPCOG General Assembly to replace John Castillo.

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

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

**LIST OF SUPPORTING DOCUMENTS:**

CAPCOG General Assembly by-laws.

Department Head initials:

\_\_\_\_\_

City Manager's Review:

  
\_\_\_\_\_



# APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.  
Cities, Towns, Villages: Official appointments are made at City Council meetings.  
Organizations: Official appointments are made by the Board or other governing body.

### PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

- County Commissioners Court (e.g., Travis County Commissioners Court)
- OR-**
- City Council (e.g., Austin City Council)
- OR-**
- Other (Board or other governing body)

City of Lockhart

City, County, or Organization being represented

Name of Representative

Position

PO Box 239

Address

Lockhart, TX 78644

City, Zip Code

Telephone Number

Fax Number

Email address (*General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists*)

Check One:

- Reappointment
- Filling Vacancy
- Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on September 15, 2020.

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email it to [dbrea@capcog.org](mailto:dbrea@capcog.org). For questions about completing this form, call Deborah Brea at 512-916-6018.

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**Bylaws**

of the

CAPITAL AREA COUNCIL OF GOVERNMENTS

**ARTICLE I - CREATION AND PURPOSE**

**Section 1.1 - Preamble**

(a) We, the representatives of local governments in State Planning Region 12, join together in a voluntary organization, to be known as the Capital Area Council of Governments, for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop plans, policies, and recommendations for action for approval and implementation by member local governments and other levels of government within the Region.

(b) We recognize that our individual and common destinies rest with the interdependent actions of the local governments located within the Region.

(c) The Capital Area Council of Governments is a voluntary organization of local governments through which its members seek, by mutual agreement and closer cooperation, solutions to mutual problems for their mutual benefit.

(d) The Council's goal is to combine the total resources of its members for regional planning beyond the capabilities of the individual members.

**Section 1.2 – Creation**

The Capital Area Council of Governments was created June 26, 1970, pursuant to the Regional Planning Act of 1965, as amended, Chapter 391 of the Texas Local Government Code. The Council's geographic boundaries are coextensive with State Planning Region 12, which comprises the counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson. The name of the council was changed from Capital Area Planning Council to Capital Area Council of Governments effective August 11, 2004.

**Section 1.3 – Purpose**

(a) The general purpose of the Council is to encourage and facilitate local governments in the Region to cooperate with one another, with other levels of government, and with the private sector to plan for the future development of the Region and thereby improve the health, safety, and general welfare of their citizens.

(b) The specific purposes of the Council are:

(1) to make studies and plans to guide the unified, far-reaching development of the Region and assist participating local governments in preparing and implementing plans that are consistent with the Council's general purpose;

(2) to coordinate development in the Region and thereby eliminate duplication and promote economy and efficiency;

(3) to serve as a forum to identify, focus on, discuss, and study regional challenges and opportunities;

- (4) to serve as a vehicle for the collection and exchange of information about the Region and to provide for effective communication and coordination among member governments, other levels of government, and the private sector;
- (5) to encourage, develop, and review policies, plans, and priorities for Regional growth and development;
- (6) to furnish general and technical aid to member governments;
- (7) to facilitate agreement and cooperative action among member governments to carry out specific projects;
- (8) to maintain liaison with member governments, other levels of government, and the private sector, and to serve as a Regional spokesman for local governmental interests;
- (9) to review, coordinate, and expedite federal, state, and local governmental programs that have Regional implications; and
- (10) to develop and carry out plans and programs as directed by the Council.

## **ARTICLE II – MEMBERSHIP IN THE COUNCIL**

### **Section 2.1 – Qualification for Membership**

To be eligible for membership in the Capital Area Council of Governments, a local government or other organization or individual described in Section 2.2, must be located, in whole or part, in State Planning Region 12.

### **Section 2.2 – Categories of Membership**

The categories of membership and organizations eligible for membership in the Council are:

- (1) **Full Members:** counties and municipalities.
- (2) **Associate Members:** independent and common school districts and water, drainage, conservation, and sewer, hospital, and other special-purpose governmental districts; other local, state, and federal governmental units or agencies, publicly and privately owned public utilities; and nonprofit organizations specifically concerned with health, welfare, economic, or civic development, if these organizations' membership is approved by the Executive Committee.
- (3) **Sustaining Members:** an individual or organization with a positive interest in the welfare of State Planning Region 12.

### **Section 2.3 – Joinder and Withdrawal**

(a) An organization or individual eligible for membership in the Council may apply for membership by submitting to the Executive Committee a written resolution of its governing body, or, in the case of an individual, a written request for membership, together with the amount of dues calculated under Section 8.1. If the applicant is eligible for membership and the correct amount of dues accompanied the resolution or request, the Executive Committee shall admit the applicant as a member in the appropriate category and memorialize the admission by written resolution. The applicant becomes a member of the Council on the date the resolution is adopted.

(b) A member of the Council may withdraw its membership at any time by submitting to the Executive Committee a written resolution or, in the case of an individual, a written request of withdrawal. The Executive Committee shall memorialize the withdrawal by written resolution, and the withdrawal becomes effective when the resolution is adopted.

**ARTICLE III – REPRESENTATION IN THE GENERAL ASSEMBLY**

**Section 3.1 – General Assembly**

The representatives of members of the Capital Area Council of Governments are collectively the General Assembly of the Council.

**Section 3.2 – Elected Officials**

At least two-thirds of the voting representatives in the General Assembly must be elected officials of the governing body of full members of the Council.

**Section 3.3 – Full Member Representatives**

(a) Each full member of the Council is entitled to representation in accordance with the following schedule based on the member's population determined under Section 9.4:

<i>Counties</i>	<i>Municipalities</i>	<i>No. of Representatives</i>
Under 20,000	Under 10,000	1
20,000-100,000	10,000-50,000	2
100,000+	50,000-100,000	3
-----	100,000+	4

(b) The governing body of the full member shall select its representatives to the General Assembly.

(c) Each representative of a full member has one vote in the General Assembly and on all committees on which the representative serves.

**Section 3.4 – Associate Member Representatives**

(a) Each associate member of the Council is entitled to one representative.

(b) The governing body of the associate member shall select its representative to the General Assembly.

(c) An associate member representative has one vote in the General Assembly and on all committees on which the representative serves.

**Section 3.5 – Citizen Representatives**

(a) A full member may select a citizen representative if an elected official is not available to represent the member.

(c) Each citizen representative has one vote in the General Assembly and on all committees on which the representative serves

### **Section 3.6 – Sustaining Member Representatives**

(a) Each sustaining member is entitled to and shall select one representative.

(b) A sustaining member representative is not entitled to vote in the General Assembly. A sustaining member representative has one vote on other committees on which the representative serves.

### **Section 3.7 – Terms of Representatives**

(a) An elected official who is a representative serves for the duration of his or her elected office. All non-elected representatives serve for two-year terms.

(b) A representative's term begins on January 1 of the year following the year in which the representative is selected. A representative's term expires on December 31 of the year in which the representative's term ends as prescribed in subsection (a).

(c) A representative whose term expires continues to serve as a representative until his or her successor is selected and qualifies.

(d) A representative who has been elected to serve on the Executive Committee may continue to serve as a representative, and thereby remain on the Executive Committee, if he or she was an elected official at the time of election to the Executive Committee.

### **Section 3.8 – Resignation and Removal**

(a) A representative may resign at any time by giving written notice to the chairperson or secretary of the Council. A representative's resignation is effective when the notice is given, unless the notice specifies a later effective date.

(b) The authority that selected a representative may remove the representative, with or without cause, at any time by giving written notice of removal to the chairperson or secretary of the Council. Removal is effective when the notice is received.

### **Section 3.9 – Vacancy**

(a) A vacancy on the General Assembly occurs:

- (1) when a representative dies;
- (2) when a representative resigns;
- (3) when a representative is removed; or
- (4) when a representative becomes disqualified to serve.

(b) The authority that selected the representative whose position is vacant shall fill the vacancy for the remainder of the unexpired term.

## ARTICLE IV – THE GENERAL ASSEMBLY

### Section 4.1 – Meetings

(a) The representatives of members shall meet regularly as a General Assembly during the summer or fall and in December of each year. The December meeting is the Annual Meeting of the General Assembly.

(b) The General Assembly shall meet upon call of the chairperson of the Council or upon the written request of at least 20% of the representatives of the full members.

### Section 4.2 – Notice

Notice of both regular and special meetings of the General Assembly must comply with the Open Meetings Act.

### Section 4.3 – Quorum and Action

(a) A quorum of the General Assembly consists of one-third of the total number of representatives of full members, excluding vacancies. However, if there is fewer than one-third of the total number of representatives of full members (excluding vacancies) present, there is no quorum unless at least thirteen members of the Executive Committee are present.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the representatives entitled to vote and present is the act of the General Assembly.

### Section 4.4 – Nominating Committee

(a) At its summer or fall meeting each year the General Assembly shall appoint a seven-person Nominating Committee to nominate Executive Committee members and officers of the Council to serve during the following year. The Nominating Committee members serve for a year or until a new Nominating Committee, which may include members of the former Committee, is appointed.

(b) A Nominating Committee member must be a General Assembly representative of a full member, an associate member, or a citizen representative. Two Nominating Committee members must be Executive Committee members and at least two members must be General Assembly members not currently serving on the Executive Committee. The chair of the Council shall serve as the Nominating Committee chair, or the vice chair in the absence of the chair.

(c) The Nominating Committee shall nominate at least one qualified representative for each position on the Executive Committee. The Nominating Committee shall also nominate one Executive Committee member for each office of the Council. In making nominations to the Executive Committee, the Nominating Committee shall consider the economic, urban-rural, geographic, ethnic, and gender diversity of the Region and, insofar as possible, shall make its nominations to reflect this diversity. In the case of November elections, a person who has been elected but not sworn into office may be considered by the Nominating Committee contingent upon the candidate being designated as the General Assembly representative of that local government at the time of the General Assembly election.

(d) The Nominating Committee shall solicit interest for service on the Executive Committee from all

eligible General Assembly members. To be eligible for service, General Assembly members must be elected officials from cities and counties who are full members and who are officially designated by that city or county as the General Assembly representative. The Nominating Committee shall submit its nominations in writing for Executive Committee members to the Executive Director of the Council and the Executive Director shall furnish copies of the Nominating Committee report to each General Assembly representative during October of each year. A qualified representative who is not included on the slate of the Nominating Committee but wishes to be considered for election to the Executive Committee by the General Assembly may notify the Executive Director in writing no later than November 30th and specify which nominated representative he or she wishes to challenge. Nominations will not be accepted from the floor. A contested slot will be voted on separately from the Nominating Committee slate.

(e) The Nominating Committee shall submit its nominations in writing for the officers of the Council to the Executive Committee with the notice of the January Executive Committee meeting.

(f) In accordance with Local Government Code, Section 391.006(c), the Nominating Committee shall solicit interest for service on the Executive Committee from State Legislators whose districts are wholly or partly within the State Planning Region 12.

(g) Legislators eligible for membership on the Executive Committee may apply for membership on the Executive Committee by submitting a written request to the Nominating Committee. At least one eligible legislator may serve in an ex-officio position on the Executive Committee. The Nominating Committee shall recommend at least one State legislator for an ex-officio position on the Executive Committee when it submits nominations to the Executive Director during October of each year.

#### **Section 4.5 – General Responsibilities**

The General Assembly has the following general responsibilities:

- (1) to establish the overall policies and specific objectives of the Council;
- (2) to adopt an annual budget for the Council;
- (3) to create, appoint members to, fill vacancies in, and specify the duties of permanent committees of the General Assembly, not otherwise described in these bylaws, to assist in carrying out its responsibilities;
- (4) to review, on its own motion or at the request of the Executive Committee or any permanent committee of the General Assembly, any action of the Executive Committee or permanent committee.

### **ARTICLE V – THE EXECUTIVE COMMITTEE**

#### **Section 5.1 – Governing Body**

The Executive Committee is the governing body of the Council between meetings of the General Assembly. Members of the Executive Committee shall also serve on the Board of Managers of the Capital Area Emergency Communications District (CAECD) as an additional duty.

#### **Section 5.2 – Composition**

- (a) The composition of the Executive Committee is as follows:

- (1) two representatives from Travis County;
  - (2) one representative from each of the other nine counties in State Planning Region 12;
  - (3) one representative from the City of Austin;
  - (4) one representative from a city with a population in excess of one hundred thousand (100,000);
  - (5) four representatives from cities with populations between 25,000 and 100,000;
  - (6) five representatives from cities with populations under 25,000; and
  - (7) three at-large members.
  - (8) at least one State of Texas Legislator in accordance with Local Government Code, Section 391.006(c).
- (b) At each Annual Meeting, the General Assembly shall elect members from the categories described in Subsections (a) (1) through (7) of this section 5.2.
- (c) In selecting the medium-sized city, small city and at-large representatives, the General Assembly shall consider population and geography to ensure diversity among the members of the Executive Committee.
- (d) All of the Executive Committee members, except for the ex-officio State Legislator, must be elected officials of the governing bodies of the full members of the Council.
- (e) An elected official of the governing body of a full member of the Council may complete his or her term on the Executive Committee if he or she was an elected official at the time of election to the Executive Committee and he or she continues as a representative on the General Assembly.
- (f) A State Legislator selected for the Executive Committee shall serve as an ex-officio member, will not be eligible to vote, to serve as an officer of the Council, or to serve on subcommittees, and will not count toward a quorum.

### **Section 5.3 – Meetings**

- (a) The Executive Committee shall meet regularly each month at a time and place specified by resolution.
- (b) The Executive Committee shall meet specially on call of the chairperson of the Council or upon the written request of at least one-third of the members of the Executive Committee.

### **Section 5.4 – Notice**

Notice of regular and special meetings of the Executive Committee must comply with the Open Meetings Act.

### **Section 5.5 – Quorum and Action**

- (a) A quorum of the Executive Committee consists of a majority of the total number of members, excluding vacancies, but a quorum may not consist of fewer than thirteen members.
- (b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the members

present is the act of the Executive Committee.

### **Section 5.6 – Term**

Executive Committee members serve one-year terms, beginning on the date they are elected and expiring on December 31. An Executive Committee member may complete his or her term if or until his or her successor is elected and the member continues to meet the requirements as set out in Section 5.2.

### **Section 5.7 – Vacancy**

A vacancy on the Executive Committee occurs:

- (1) when a member dies;
- (2) when a member resigns;
- (3) when a member is removed;
- (4) when a member becomes disqualified to serve; or
- (5) when a member incurs four absences as described in subsection (b).

(b) If an Executive Committee member misses three Executive Committee meetings in a calendar year, the Executive Director shall notify the Executive Committee member in writing of the absences and that a fourth absence will vacate the member's position on the Executive Committee. If the Executive Committee member misses a fourth Executive Committee meeting, having received the Executive Director's notice, the Executive Committee shall declare the absent member's position on the Executive Committee vacant unless the member persuades the Executive Committee, at its next meeting, that there was good cause for the absence.

(c) Executive Committee members shall also serve on the Board of Managers of the CAECD; a missed meeting of the CAECD shall be counted toward the absences described in (b).

(c) If a vacancy occurs on the Executive Committee, the Nominating Committee may nominate at the request of the Executive Committee, and the Executive Committee shall elect a replacement to serve for the remainder of the unexpired term.

### **Section 5.8 – Powers and Responsibilities**

(a) The Executive Committee has the following general powers:

- (1) to sue and be sued in the name of the Council;
- (2) to contract;
- (3) to acquire, own, lease, transfer, or otherwise dispose of real and personal property, tangible or intangible, or any interest in it;
- (4) to invest the Council's assets in real or personal property, tangible or intangible, or any interest in it;
- (5) to sell, assign, mortgage, or pledge all or any part of the Council's real or personal property, or any interest in it;
- (6) to borrow or lend money or other property;
- (7) to apply for, receive, and use contributions and grants.

(b) The Executive Committee has the following general responsibilities:

- (1) to have prepared, review, and submit an annual budget for the Council to the General Assembly;
- (2) to designate one or more depositories for the Council's funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds;
- (3) to receive, review, and, if necessary, act upon reports and recommendations of its subcommittees and of committees of the Council, and to notify the General Assembly of any action taken;
- (4) to make recommendations, formulate policy, and take action on matters referred to it by the General Assembly that best carry out the purposes of the Council.

### **Section 5.9 – Creation of Subcommittees**

- (a) The Executive Committee by resolution may create one or more subcommittees and appoint members of the Executive Committee to serve on them. Each subcommittee may have three or more members who serve at the pleasure of the Executive Committee.
- (b) To the extent specified in the creating resolution, a subcommittee may exercise the Executive Committee's powers and carry out its responsibilities described in Section 5.8.
- (c) The Executive Committee in the creating resolution shall appoint officers of the subcommittee from among its members and shall describe the meeting, quorum, and voting requirements for the subcommittee.

## **ARTICLE VI – OFFICERS OF THE COUNCIL**

### **Section 6.1 – Election**

- (a) The Executive Committee shall elect from among its members a chairperson, first and second vice-chairperson, a secretary, and a parliamentarian of the Council.
- (b) The Executive Committee shall elect the officers at the regular January meeting, or as soon thereafter as practicable.

### **Section 6.2 – Term**

- (a) Officers of the Council serve one-year terms, beginning on the date they are elected and expiring on December 31. An officer whose term expires continues to serve until his or her successor is elected.
- (b) The Executive Committee may remove an officer for cause upon two-thirds vote of the total number of members of the Committee, vacancies excluded. Removal of the officer must be described in the agenda for the meeting at which removal will be considered.
- (c) An officer may not serve more than two consecutive full terms in the same office.

### **Section 6.3 – Vacancy**

In case of vacancy in an office, as determined under Section 5.7, the Nominating Committee may upon

the request of the Executive Committee nominate a replacement and the Executive Committee shall elect a replacement from among its members at a regular or special meeting. The replacement serves for the remainder of the unexpired term.

## ARTICLE VII – EXECUTIVE DIRECTOR AND STAFF

### Section 7.1 – Executive Director

(a) The Executive Committee shall employ an Executive Director, who is qualified by training and experience, to faithfully carry out the duties delegated to him or her by the General Assembly and the Executive Committee. The Executive Director serves at the pleasure of the Executive Committee.

(b) The Executive Director is the chief administrative officer of the Council and, subject to its policies and directives, acts for and in the name of the Council. Only the Executive Director, chairperson, or first vice-chairperson is authorized to contract on behalf of the Council in accordance with the *Procurement Policy*.

(c) Among other duties, the Executive Director shall:

- (1) appoint and remove all employees of the Council; and
- (2) prepare the Council's annual budget and submit it to the Executive Committee for review, recommendation, and submission to the General Assembly.

## ARTICLE VIII – FINANCES

### Section 8.1 – Annual Dues

(a) Each member of the Council shall pay annual dues according to the following schedule:

- (1) Counties: 5 cents per capita based on the most recent population estimates determined under Section 9.4, minimum of \$50.00.
- (2) Municipalities: 10 cents per capita based on the most recent population estimates determined under Section 9.4, minimum of \$50.00.
- (3) School districts: 5 cents per capita for enrollment up to 2,500; plus 2 cents per capita for enrollment between 2,500 and 10,000; plus 1 cent per capita for enrollment in excess of 10,000. The minimum dues for a school district are \$50.00, and the maximum dues are \$500.00.
- (4) Special-purpose governmental districts, except public utilities: \$125.00.
- (5) Public Utilities: \$500.00.
- (6) Other agencies and organizations: \$200.00.
- (7) Sustaining members: \$100.00 minimum.

(b) The General Assembly upon recommendation of the Executive Committee may amend the schedule of dues set out in subsection (a) in conjunction with reviewing and adopting the annual budget. The amendment may be made effective only for the budget year or permanently.

(e) General Assembly members representing a city or county that has not paid annual dues by December 1<sup>st</sup> may not be elected to the Executive Committee.

## **Section 8.2 – Special Assessment**

In case of emergency, the General Assembly, upon recommendation of the Executive Committee, may adopt a schedule of special assessments for all members or for specified categories of members.

## **Section 8.3 – Nonpayment of Dues or Special Assessment**

(a) If a member does not pay its dues, or an installment of its dues authorized by Section 8.1, within three months after the dues or installment becomes due and payable, the Executive Committee by resolution may suspend the member from the Council until the member pays its dues or installment in full. If the member does not pay its dues or the installment within six months after the dues or installment becomes due and payable, the Executive Committee by resolution may expel the member from the Council.

(b) If a member does not pay its special assessment within thirty days after the assessment becomes due and payable, the Executive Committee by resolution shall suspend the member from the Council until the member pays its special assessment in full. If the member does not pay its special assessment within sixty days after the assessment becomes due and payable, the Executive Committee by resolution shall expel the member from the Council.

## **Section 8.4 – Annual Report and Audit**

(a) The Council shall prepare an annual report of its activities and furnish a copy of the report to the governing body of each member of the Council.

(b) The Council shall obtain an annual audit, prepared by an independent certified public accountant in compliance with applicable federal and state law, of its performance, receipts, and expenditures. The Council shall include a summary of the audit results in its annual report required by subsection (a).

## **ARTICLE IX – MISCELLANEOUS**

### **Section 9.1 – Principal Office**

The Executive Committee shall determine the location of the Council's principal office by resolution.

### **Section 9.2 – Fiscal Year**

The Executive Committee shall determine the Council's fiscal year by resolution.

### **Section 9.3 – Books and Records**

(a) The Council shall keep at its principal office correct and complete minutes of the meetings of the General Assembly and its committees and of the Executive Committee and its subcommittees; accurate and complete financial records; and other appropriate records documenting the operations of the Council.

(b) The Council's records are subject to the Texas Public Information Act.

#### **Section 9.4 – Determination of Population**

(a) Except as provided in subsection (b), the State data Center biennial estimates of population determine the representation and dues of full members.

(b) A full member may request the Executive Committee at its November meeting to use its own population estimate to determine its representation on the Council and the amount of its dues. The member must document its request with evidence of utility connections or other reliable evidence of population. If the Executive Committee agrees to use the member's population estimate, the estimate will determine the member's representation at the Annual Meetings and the amount of the member's dues until publication of the next State Data Center estimates.

#### **Section 9.5 – Amendment of Bylaws**

(a) If a quorum of full-member representatives is present, the General Assembly may amend these bylaws by majority vote of all the representatives entitled to vote in the General Assembly.

(b) The written text of a proposed amendment must be furnished to each representative entitled to vote at least thirty calendar days before the day of the meeting at which the amendment will be considered.

(c) An amendment is effective when adopted by the General Assembly unless the amendment specifies otherwise.

#### Bylaws History

Adopted 6/70

Revised 10/74

Revised 9/79

Revised 4/81

Revised 9/98

Revised 1/04

Revised 8/04

Revised 11/08

Revised 4/09

Revised 8/10

Revised 12/10

Revised 9/11

Revised 12/11

Revised 12/12

Revised 09/13

Revised 12/14

Revised 9/15

Revised 09/18

# City of Lockhart, Texas

## Council Agenda Item Briefing Data

**COUNCIL MEETING DATE:** September 15, 2020

**AGENDA ITEM CAPTION:**

Discussion and/or action to consider the Mayor's declaration of local disaster regarding requiring face coverings, and addressing other matters related to COVID-19, if necessary.

**ORIGINATING DEPARTMENT AND CONTACT:** Mayor Lew White and Steve Lewis, City Manager

**ACTION REQUESTED:**

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

**BACKGROUND/SUMMARY/DISCUSSION:**

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

The Notice was thereafter distributed to commercial establishments through social media, notification to both Chambers of Commerce, hand delivery to operating businesses around the square without appropriate posting, and is available to download on the city's website. A paper print of the Notice is also available for any business to pick up at City Hall if they are unable to print it.

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

**AMOUNT & SOURCE OF FUNDING:**

Finance Review initials \_\_\_\_\_

Funds Required: N/A  
Account Number: N/A  
Funds Available: N/A  
Account Name: N/A

**COMMITTEE/BOARD/COMMISSION ACTION:** None.

**STAFF RECOMMENDATION/REQUESTED MOTION:**

None.

**LIST OF SUPPORTING DOCUMENTS:**

Resolution 2020-20 and GA-29.

Department Head initials:  
\_\_\_\_\_

City Manager's Review:  
  
\_\_\_\_\_

HISTORY

**RESOLUTION NO. 2020-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, RENEWING AND ADOPTING A REQUIREMENT THAT COMMERCIAL ESTABLISHMENTS IN THE CITY POST A NOTICE THAT FACIAL COVERINGS ARE REQUIRED OF PERSONS ENTERING SUCH ESTABLISHMENTS**

**WHEREAS**, by amended Declaration of State Declaration of Local State of Disaster related to the Coronavirus pandemic, effective on June 25, 2020 at 11:59 p.m., the Mayor or Lockhart required all commercial entities in the City providing goods or services directly to the public to require, at a minimum, that all employees and visitors wear facial covering of the nose and mouth while on the commercial entity's business premises or other facilities except in certain circumstances; and

**WHEREAS**, the amended Declaration provided an attached notice of the requirement for facial coverings and ordered that it be posted at the entrances to each commercial establishment or other conspicuous location sufficient to provide notice to employees and visitors of all health and safety requirements; and

**WHEREAS**, by Executive Order GA-29 issued by the Governor of Texas, effective statewide July 3, 2020, every person in Texas was required to wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, except in certain enumerated circumstances listed in the order; and

**WHEREAS**, the City Council of Lockhart desires to renew and adopt the requirement that the notice that was attached to the amended Declaration be posted at the entrances to each commercial establishment or other conspicuous location sufficient to provide notice to employees and visitors of the requirement for facial covering and other health-related rules, which notice was not required under GA-29;

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

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

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HISTORY

2. Effective immediately, a notice of the requirement for facial coverings, in the form attached, shall be posted in the City of Lockhart at the entrances to each commercial establishment or other conspicuous location sufficient to provide notice to employees and visitors of the requirement for facial coverings and other health and safety requirements.
3. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council of Lockhart.

**APPROVED AND ADOPTED** on this the 1<sup>st</sup> day of September 2020.

**CITY OF LOCKHART**

  
Lew White, Mayor

**ATTEST:**

  
Connie Constancio, City Secretary

Approved as to form:

  
Monte Akers, City Attorney

HISTORY

# NOTICE

## FACIAL COVERING REQUIRED

BY ORDER OF THE MAYOR OF LOCKHART UNDER THE TEXAS DISASTER ACT OF 1975:

All persons over the age of 10 entering, working, or visiting this establishment are required to wear covering over the nose and mouth for the purpose of slowing the spread of the COVID-19 virus and promoting the re-opening of the Lockhart economy.

Your cooperation is both critical and appreciated to protect public health and safety. We look forward to serving you with your mask.



HISTORY

# AVISO

## SE REQUIERE MASCARILLA

**POR ORDEN DEL ALCALDE DE LOCKHART BAJO LA LEY DE DESASTRES DE TEXAS DE 1975:**

Todas las personas mayores de 10 años que entren, trabajen o visiten este establecimiento están requeridos a cubrirse la nariz y la boca para el propósito de lentar el sparcimiento del virus de COVID-19 y promoviendo la reapertura de la economía de Lockhart.

Su cooperación es ambos críticos y apreciados para proteger la salud y la seguridad publica. Esperamos servirle con máscara.



# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
July 2, 2020

## EXECUTIVE ORDER GA 29

*Relating to the use of face coverings during the COVID-19 disaster.*

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

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Heilerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texans safe is for all people to consistently follow good hygiene and social-distancing practices; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, further measures are needed to continue the least restrictive means for reducing the growing spread of COVID-19 and to address a need for more extreme measures; and

WHEREAS, I have joined the medical experts in consistently encouraging people to use face coverings and health authorities have repeatedly emphasized that wearing face coverings is one of the most important and effective means for reducing the spread of COVID-19; and

WHEREAS, given the current status of COVID-19 in Texas, requiring the use of face coverings is a targeted response that can combat the threat to public health using the least restrictive means, and if people forgo this requirement, more extreme measures may be required; and

WHEREAS, wearing a face covering is a simple, low-cost, and non-invasive self-protection and a quick, easy way for all Texans, especially high-risk individuals, to help protect themselves and others from COVID-19; and

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SECRETARY OF STATE  
2:20PM 07/02/20

JUL 02 2020

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WHEREAS, the "governor is responsible for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by fine;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective at 12:01 p.m. on July 3, 2020:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; provided, however, that this face-covering requirement does not apply to the following:

1. any person younger than 10 years of age;
2. any person with a medical condition or disability that prevents wearing a face covering;
3. any person while the person is consuming food or drink, or is seated at a restaurant to eat or drink;
4. any person while the person is (a) exercising outdoors or engaging in physical activity outdoors, and (b) maintaining a safe distance from other people not in the same household;
5. any person while the person is driving alone or with passengers who are part of the same household as the driver;
6. any person obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal-care service involving the face, but only to the extent necessary for the temporary removal;
7. any person while the person is in a swimming pool, lake, or similar body of water;
8. any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;
9. any person who is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged;
10. any person while the person is giving a speech for a broadcast or to an audience, or
11. any person in a county (a) that meets the requisite criteria promulgated by

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SECRETARY OF STATE  
2:30 PM O'CLOCK

JUL 02 2020

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the Texas Division of Emergency Management (TDEM) regarding minimal cases of COVID-19, and (b) whose county judge has affirmatively opted-out of this face-covering requirement by filing with TDEM the required face-covering attestation form—provided, however, that wearing a face covering is highly recommended, and every county is strongly encouraged to follow these face-covering standards.

Not excepted from this face-covering requirement is any person attending a protest or demonstration involving more than 10 people and who is not practicing safe social distancing of six feet from other people not in the same household.

TDEM shall maintain on its website a list of counties that are not subject to this face-covering requirement pursuant to paragraph number 11. The list can be found at: [www.tdem.texas.gov/ga29](http://www.tdem.texas.gov/ga29).

Following a verbal or written warning for a first-time violator of this face-covering requirement, a person's second violation shall be punishable by a fine not to exceed \$250. Each subsequent violation shall be punishable by a fine not to exceed \$250 per violation.

Local law enforcement and other local officials, as appropriate, can and should enforce this executive order, Executive Order GA-28, and other effective executive orders, as well as local restrictions that are consistent with this executive order and other effective executive orders. But no law enforcement or other official may detain, arrest, or confine in jail any person for a violation of this executive order or for related non-violent, non-felony offenses that are predicated on a violation of this executive order; provided, however, that any official with authority to enforce this executive order may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

This executive order hereby prohibits confinement in jail as a penalty for the violation of any face-covering order by any jurisdiction.

Executive Order GA-28, as hereby amended, shall read from paragraph number 11 of the phrase "if, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering."

The goal of this regulatory amendment to amend this executive order is to add to the list of people to whom this face-covering requirement does not apply.

This document is subject to the applicable Executive Order provisions of the Texas Government Code, Chapter 201, Subchapter C, and the Texas Administrative Code, Title 1, Part 1. This order shall be subject to the provisions in effect and in full force until amended, rescinded, or superseded by the Governor.

GREG ABBOTT  
GOVERNOR

Z10



Given under my hand this the 2nd  
day of July, 2020.

Handwritten signature of Greg Abbott in cursive script.

\_\_\_\_\_  
GREG ABBOTT  
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughes in cursive script.

\_\_\_\_\_  
RUTH R. HUGHES  
Secretary of State

SECRET  
RECEIVED  
JUL 2 2020

**LIST OF BOARD/COMMISSION VACANCIES**

*Updated: August 13, 2020*

<b>Board Name</b>	<b>Reappointments/Vacancies</b>	<b>Council member</b>
Board of Adjustment	One Alternate position	Any Councilmember

**APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION**

<b>APPLICANT</b>	<b>BOARD REQUESTED</b>	<b>DATE RECEIVED</b>	<b>RESIDENCE DISTRICT</b>
Dennis McCown	LHPC	August 10, 2020	District 2
Anna Lowe	1 <sup>st</sup> pick - Planning & Zoning 2 <sup>nd</sup> pick – LHPC	August 13, 2020	Caldwell County Resident

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

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

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<p><b>NOTES:</b> PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> <li>• Councilmembers</li> <li>• City staff</li> <li>• Two Parks Advisory Board members</li> <li>• Business owners</li> <li>• Civic Organization members</li> </ul> <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p><b>NOTES:</b> AD HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</p>	<p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p>
<p><b>NOTES:</b> WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</p>	<p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p> <p>NOTE: First Branding and Wayfinding Committee disbanded/dissolved on December 18, 2018.</p> <p>UPDATE: Second Branding and Wayfinding Committee appointed on March 5, 2019.</p>

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NOTES:  
HOTEL  
OCCUPANCY  
TAX ADVISORY  
BOARD  
(Est. 12-3-  
2019)

Sec. 54-127 MEMBERSHIP AND MEETING FREQUENCY

- a. The HOT Advisory Board should consist of five (5) members.
- b. Members shall consist of the following, the appointment of whom shall be confirmed by the City Council
  - i. A lodging facility representative;
  - ii. The City Manager or his/her designee;
  - iii. A former member of the City Council; and
  - iv. Two citizens nominated by Mayor.
- c. The HOT Advisory Board shall meet at least quarterly for allocation of funds and post-event reviews.
- d. Three Board members shall constitute a quorum.
- e. Each Board member shall serve a term of two years.
- f. Vacancies on the Board shall be filled by appointment by the City Council for the remainder of the existing term.

Sec. 54-128 PURPOSE AND RESPONSIBILITY

- a. The legislative functions of the city council shall in no way be delegated to the HOT Advisory Board. The HOT Advisory Board shall be considered a special purpose advisory committee.
- b. The purposes and responsibility of the HOT Advisory Board shall be:
  - i. To receive, review, and evaluate applications from organizations requesting HOT funds;
  - ii. To recommend allocation of HOT funds (as authorized by the Texas Tax Code, Chapter 351) to the City Council;
  - iii. To review the actual expenditures of HOT Funds;
  - iv. To offer suggestions for improvements or changes to the use or administration of HOT funds; and
  - v. To submit an annual report to the City Council that identifies approved expenditures by the City for the preceding year, reviews such approved expenditures in the context of compliance with state laws regarding the use of HOT funds, and evaluates the effectiveness of the approved HOT expenditures and the program.

Sec. 54-129 HOT FUND GRANT PROCESS AND POST-EVENT REPORTING

- a. Applications for funding will be considered at each meeting. Completed applications must be received ten (10) days prior to a meeting of the Board at which it will be reviewed.
- b. Applicants will be notified of the award of funds following approval by the City Council of the award, at which time one-half of approved funding will be awarded.
- c. The Board shall produce guidelines for approved applicants regarding a post-event report from each such applicant that demonstrates qualified expenditures
- d. A post-event report from each approved applicant is required in order for the applicant to receive final payment.

Sec. 54-130 HOT FUND GRANT PROCESS GUIDELINES.

In considering the grant of HOT Funds, the Board and City Council shall:

- i. Ensure that each funding requests for HOT revenues is for one or more statutorily defined purpose;
- ii. Establish and implement a policy of properly utilizing 100% of available HOT funds each year;
- iii. Consider whether funding should be based on a formula for pre-determined activities consistent with authorized uses (e.g. advertising, arts, signage, historical restoration/preservation);
- iv. Consider funding approaches that will allow for equitable funding
- v. opportunities for new as well as established events and activities; and
- vi. Consider eligibility criteria beyond the Tax Code requirements (e.g. limiting grants to 25% of the total event budget or disallowing/limiting use of HOT funds for events' programs that occur on a regular (e.g. monthly) basis.

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

<b>Councilmember</b>	<b>Board/Commission</b>	<b>Appointee</b>	<b>Date Appointed</b>
Mayor – Lew White	Airport Board Board of Adjustment Construction Board Ec Dev. Revolving Loan Ec Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning ETJ Rep-Impact Fee Adv Comm	John Hinnekamp Mike Annas Raymond DeLeon Barbara Gilmer Alan Fielder, Vice-Chair Joe Colley, Chair John Lairsen Stephanie Riggins Albert Villalpando, Chair Paul Rodriguez Larry Metzler	12/19/17 12/19/17 06/04/19 12/19/17 12/19/17 12/19/17 12/19/17 12/19/17 12/19/17 12/19/17 12/19/17
District 1 – Juan Mendoza	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp, ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Larry Burrier Lori Rangel Mike Votee Ryan Lozano Dyral Thomas Frank Gomillion Christine Ohlendorf Shirley Williams Linda Thompson-Bennett Chris St. Leger	03/07/17 03/07/17 12/17/19 03/07/17 12/17/19 12/17/19 06/02/20 12/17/19 03/07/17 12/17/19 CM McGregor on behalf of Councilman Mendoza
District 2– David Bryant  (Members appointed prior to Nov 14, 2019 were made by John Castillo)	Airport Board Board of Adjustment Construction Board EcoDev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation  Planning & Zoning	Todd Blomerth Juan Juarez Oscar Torres Rudy Ruiz Umesh Patel James Briceno Ron Faulstich Quartermetra Hughes James Torres Rob Ortiz, Alternate Manuel Oliva	05/05/20 03/07/17 05/15/18 03/07/17 08/09/18 03/07/17 03/07/17 06/04/19 03/07/17 03/07/17 03/07/17

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

District 3 – Kara McGregor	Airport Board Board of Adjustment  Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair 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 Michel Royal Donaly Brice Russell Wheeler Rick Arnic	03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 03/06/18 07/07/20 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 Ray Ramsey Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	01/07/20 01/07/20 01/07/20 01/07/20 01/07/20 07/07/20 01/07/20 03/07/17 01/07/20

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

At-Large - Brad Westmoreland	Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. 1/2 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 Brad Lingvai	02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20 02/04/20
	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

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	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 09/19/17 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza
	Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members)  <b>THIS COMMITTEE WAS -                  RE-ESTABLISHED ON                  MARCH 5, 2019</b>	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
	HOT Advisory Bd	Ray Sanders Alfredo Munoz Archana “Archie” Gandhi Roxanne Rix Steve Lewis and Pam Larison Sally Daniel (Alternate) Janet Grigar (Alternate)	All members appointed by consensus of the Council on 12/03/2019

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# City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



## **City of Lockhart**

### **Summary**

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

## Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

## City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

## Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

### Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

## Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

## Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

## Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- Explore asking the county for grant writer assistance
- Establish fee schedule for fire plan reviews and inspections
- Considering increasing existing fees for applications and development fees
- Develop an Airport Business Plan
- Research options for additional records storage
- Transition staff department reports from monthly to quarterly
- Pursue agenda management process and software
- Streamline paper processes where possible/evaluate software options
  - Utility billing
  - Applications
  - Council, boards, commissions:
    - Packets
    - Minutes

## **Goal Development from City Council:**

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

## Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

### Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

<p>4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor</p>	 IEDC business park development study completed. Future consideration by LEDC.	
<p>5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready</p>	 Mostly done. Site development will facilitate the remainder.	
<p>6. Pursue prospects and developers and create a BRE (business retention and expansion) program</p>	 Hiring a second Economic Development practitioner.	
<p>7. Start investing in more property for growth</p>	 IEDC study.	
<p>8. Explore next industrial park</p>	 IEDC study.	
<p>9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&amp;Bs</p>	 HOT Advisory Board created. Board training and funding processes under review.	
<p>10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020</p>	 LEDC Board hired Garner Economics January 2020	
<p>11. Robust LEDC website</p>	 Underway with EDsuite contract.	
<p>12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing</p>	<p><i>N/A Brand new/created in 2020</i></p>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

**Goal #1 KPIs / Metrics:**

- Did we partner with LISD & other youth organizations to encourage emergency services careers?
- Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- Did we completely update our development ordinances?
- Did we brainstorm development tools for SH-130 development?
- Did we bring utilities and assemble parcels along SH-130?
- Did we develop shovel-ready development sites?
- Did we market those sites to prospective investors?
- Did we develop plans for our next industrial park?
- Did we revamp the way HOT funds are structured?
- Did we develop and implement an Economic Development Strategic Plan?
- Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? \_\_\_\_\_
- Did we adopt a new TIF policy?
- # of miles of new fiber optics laid in Lockhart in 2020-2021? \_\_\_\_\_

**Goal 2: Quality of Life / Quality of Facilities**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

**Goal #2 KPIs / Metrics:**

\$ amount invested in streets in 2019? \$ \_\_\_\_\_

\$ amount invested in parks in 2019? \$ \_\_\_\_\_

\$ amount invested in gateway entry signs in 2019? \$ \_\_\_\_\_

\$ amount invested in streets in 2020? \$ \_\_\_\_\_

\$ amount invested in parks in 2020? \$ \_\_\_\_\_

\$ amount invested in gateway entry signs in 2020? \$ \_\_\_\_\_

Which facilities did we improve the image of? \_\_\_\_\_

- Did we implement elements of the Parks Master Plan?
- Did we secure quotes on a Space Study of City buildings including City Hall?
- # of City-owned buildings we renovated or retrofitted? \_\_\_\_\_
- Did we conduct a citywide quality of life citizen survey?
- Did we address levels of service based on the citizen responses we received?
- Did we address levels of satisfaction based on the citizen responses we received?
- Did we address areas for improvement based on the citizen responses we received?
- Did we court hospital providers?
- Did we sell the church property?
- Did we create a Youth Advisory Board?
- Did we implement downtown drainage improvements?
- Did we fully investigate issuing a street bond?
- Did we fully enforce trash clean up around town?
- Did we specifically target lower income neighborhoods for new beautification projects?

**Goal 3: Staffing / Personnel**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 <sup>st</sup> quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

**Goal #3 KPIs / Metrics:**

# of new positions in 2019? \_\_\_\_\_

# of new positions in 2020 and 2021? \_\_\_\_\_

Did we perform a staffing efficiency/compensation study?

Did we right-size our salaries based on that study by the end of 2020?

Did we develop new consistent policies and procedures regarding professional development of staff?

Did we develop new consistent policies and procedures regarding purchasing/procurement?

Did we create and implement a new staff development program to ensure everyone has training opportunities?

Did we begin grooming current staff for future leadership roles?

How many staff do we have on a leadership track by the end of 2020?

# of new employees added in 2019 through 2021 who are bilingual? \_\_\_\_\_

Did we deliver Customer Experience Excellence training to every City employee?

**Goal 4: Procedures / IT Management and Services**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

**Goal #4 KPIs / Metrics:**

- Did we secure top quality technology support across all departments by the end of 2020?
- Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? \_\_\_\_\_
- Did we upgrade our servers?
- Did we upgrade our computer software, subscriptions, and licenses?
- Did we upgrade our peripherals?
- Did we upgrade our other technology equipment?
- Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- Did we upgrade our City server system?
- Did we streamline our City technology processes?
- Did we secure training for staff to use all new equipment properly and efficiently?
- Did we investigate implementing WiFi throughout Downtown Lockhart?

**Goal 5: Public Safety**

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 <p>City-wide classification and compensation study underway.  <b>Fire:</b> Council approved 7% salary adjustment in FY 19-20.  <b>Police:</b> all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.</p>	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 <p><b>Fire:</b> Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee.  <b>Police:</b> In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1<sup>st</sup> quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.</p>	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 <b>Fire:</b> Fire Department is preparing an emergency management tabletop exercise for City staff. <b>Police:</b> Upgraded Police Officer body-worn cameras to 3 <sup>rd</sup> generation models.	
f. Evaluate Accreditation opportunities	 <b>Fire:</b> Reviewing the Texas Fire Chief’s Association (TFCA) accreditation process before formal enrollment. <b>Police:</b> Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 <sup>rd</sup> quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

**Goal #5 KPIs / Metrics:**

# of new law enforcement officers hired in 2019? \_\_\_\_\_

# of new law enforcement officers hired in 2020? \_\_\_\_\_

# of new law enforcement officers hired in 2021? \_\_\_\_\_

% law enforcement officers retained? \_\_\_\_\_%

# of new firefighters hired in 2019? \_\_\_\_\_

# of new firefighters hired in 2020? \_\_\_\_\_

# of new firefighters hired in 2021? \_\_\_\_\_

% firefighters retained? \_\_\_\_\_%

- Did we develop a long-term public safety facilities plan?
- Did we develop a public safety equipment replacement schedule?
- Did we implement that new replacement schedule?
- Did we research and record best practices across the country regarding public safety policy?
- Did we make any modifications to our public safety policies based on that research?
- Did we explore and evaluate Accreditation opportunities?
- Did we implement new turn lane and traffic light improvements in 2020-2021?
- Did we begin the TXDOT safety projects?
- Did we proactively promote a Neighborhood Watch Program for Lockhart?

## **Conclusion**

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



# City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



# City of Lockhart

## Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

## Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

## City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

## SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

### Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

## Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
  - Professional development
  - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
  - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

## Opportunities

- Expand airport (hangars)
  - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

## Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

## Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

### Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
  - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
  - Name which entity (or entities) funds downtown redevelopment initiatives
  - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

## Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

## Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

**Goal 1: Economic Development / Planning**

<b>Strategies</b>
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

***Goal #1 KPIs / Metrics:***

- Did we partner with LISD & other youth organizations to encourage emergency services careers?
- Did we reassess downtown development and tourism initiatives and who leads each?
- Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- Did we completely update our development ordinances?
- Did we brainstorm development tools for SH-130 development?
- Did we bring utilities and assemble parcels along SH-130?
- Did we develop shovel-ready development sites?
- Did we market those sites to prospective investors?
- Did we develop plans for our next industrial park?
- Did we revamp the way HOT funds are structured?
- Did we develop and implement an Economic Development Strategic Plan?
- Did the Lockhart EDC revamp their website to better attract investment?

## Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

### Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ \_\_\_\_\_

\$ amount invested in parks in 2019 and 2020? \$ \_\_\_\_\_

\$ amount invested in gateway entry signs in 2019 and 2020? \$ \_\_\_\_\_

# of City facilities we improved the appearance of? \_\_\_\_\_

- Which facilities did we improve the image of?
- Did we implement elements of the Parks Master Plan?
- Did we secure quotes on a Space Study of City buildings including City Hall?
- How many City-owned buildings did we renovate or retrofit?
- Did we conduct a citywide quality of life citizen survey?
- Did we address levels of service based on the citizen responses we received?
- Did we address levels of satisfaction based on the citizen responses we received?
- Did we address areas for improvement based on the citizen responses we received?

### Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

#### **Goal #3 KPIs / Metrics:**

# of new positions in 2019 and 2020? \_\_\_\_\_

- Did we perform a staffing efficiency/compensation study?
- Did we right-size our salaries based on that study by the end of 2020?
- Did we develop new consistent policies and procedures regarding professional development of staff?
- Did we develop new consistent policies and procedures regarding purchasing/procurement?
- Did we create and implement a new staff development program to ensure everyone has training opportunities?
- Did we begin grooming current staff for future leadership roles?
- How many staff do we have on a leadership track by the end of 2020?

# of new employees added in 2019 and 2020 who are bilingual? \_\_\_\_\_

- Did we deliver Customer Experience Excellence training to every City employee?

**Goal 4: Procedures / IT / Software and Hardware**

<b>Strategies</b>
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

**Goal #4 KPIs / Metrics:**

- Did we conduct a Technology Assessment?
- Did we secure top quality technology support across all departments by the end of 2020?
- Did we upgrade our desktop computers?  
% of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? \_\_\_\_\_
- Did we upgrade our servers?
- Did we upgrade our computer software, subscriptions, and licenses?
- Did we upgrade our peripherals?
- Did we upgrade our other technology equipment?
- Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- Did we upgrade our City operating system?
- Did we streamline our City technology processes?
- Did we secure training for staff to use all new equipment properly and efficiently?
- Did we investigate implementing WiFi throughout Downtown Lockhart?

## Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

### **Goal #5 KPIs / Metrics:**

# of new law enforcement officers hired in 2019?

# of new law enforcement officers hired in 2020?

% law enforcement officers retained?

# of new firefighters hired in 2019?

# of new firefighters hired in 2020?

% firefighters retained?

Did we develop a long-term public safety facilities plan?

Did we develop a public safety equipment replacement schedule?

Did we implement that new replacement schedule?

Did we research and record best practices across the country regarding public safety policy?

Did we make any modifications to our public safety policies based on that research?

Did we explore and evaluate Accreditation opportunities?

## Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,) )
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,) )
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
MENDOZA	4	City Facilities: Maintenance and repairs

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
GONZALES-SANCHEZ	5	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees



## 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

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accomodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqare.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

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
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

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		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for charge that comes from employees in such positions. All department heads/supervisors are encourage to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
IC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
IC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House General	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

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

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

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

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

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

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

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

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

City of Lockhart  
Future Debt Payments as of 9/30/18

Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>General Government</b>																					
<b>Hotel Tax Fund</b>																					
2016 GO Refunding			40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
<b>Total Hotel Tax Fund P &amp; I</b>			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
<b>LEDC</b>																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
<b>Total LEDC Fund P &amp; I</b>			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
<b>2015 Capital Projects Fund</b>																					
2015 Tax & Revenue																					-
<b>Total 2015 Capital Projects Fund Fund P &amp; I</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Drainage</b>																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
<b>Total Drainage Fund P &amp; I</b>			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
<b>General Fund</b>																					
2015 Tax & Revenue																					-
<b>Total General Fund P &amp; I</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Debt Service Fund</b>																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
<b>Total Debt Service Fund P &amp; I</b>			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
<b>Total General Government</b>			<b>938,587</b>	<b>1,157,273</b>	<b>1,169,731</b>	<b>1,164,154</b>	<b>1,295,686</b>	<b>1,305,945</b>	<b>1,299,241</b>	<b>1,304,794</b>	<b>1,311,046</b>	<b>1,309,331</b>	<b>1,317,529</b>	<b>617,619</b>	<b>616,651</b>	<b>616,940</b>	<b>616,069</b>	<b>616,979</b>	<b>616,594</b>	<b>617,881</b>	<b>16,953,464</b>

Future Debt Payments as of 9/30/18

Description	Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>Proprietary</b>																				
<b>Electric Fund</b>																				
2013 SIB Loan	30.81%	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
<b>Total Electric Fund P &amp; I</b>	-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
<b>Water Fund</b>																				
2006A Tax & Rev CO's	7.00%	20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%	486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%	49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	1,240,140
<b>Total Water Fund P &amp; I</b>	-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
<b>Sewer Fund</b>																				
2015 Tax & Revenue	4.30%	42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
2016 GO Refunding	3.35%	7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
2013 SIB Loan	33.39%	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,102	77,102	1,156,537
<b>Total Sewer Fund P &amp; I</b>		126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
<b>Total Proprietary Fund P &amp; I</b>	-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
<b>Grand Total</b>		<b>1,776,208</b>	<b>2,053,476</b>	<b>2,071,326</b>	<b>2,063,887</b>	<b>2,447,555</b>	<b>2,461,455</b>	<b>2,451,267</b>	<b>2,458,910</b>	<b>2,467,369</b>	<b>2,465,767</b>	<b>2,477,068</b>	<b>1,570,668</b>	<b>1,568,566</b>	<b>1,569,193</b>	<b>1,567,305</b>	<b>1,569,280</b>	<b>1,337,513</b>	<b>1,340,324</b>	<b>33,940,927</b>

City of Lockhart  
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		<b>TOTAL PROJECT COST</b>																																							
\$2,068,024.00	1	<b>DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street &amp; Richland Drive</b>																																							
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15																																				
		Survey	30 days	Mon 3/23/15	Tue 4/21/15																																				
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15																																				
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15																																				
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15																																				
		Construction	180 days	Sat 9/19/15	Wed 3/16/16																																				
\$1,999,200.00	2	<b>DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, &amp; Ash/Comal Streets</b>																																							
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15																																				
		Survey	30 days	Sat 4/25/15	Sun 5/24/15																																				
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15																																				
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15																																				
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15																																				
		Construction	180 days	Sat 11/21/15	Wed 5/18/16																																				
\$3,394,038.00	3	<b>DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project</b>																																							
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15																																				
		Survey	45 days	Mon 8/17/15	Wed 9/30/15																																				
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16																																				
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16																																				
		Construction	365 days	Sat 5/28/16	Sat 5/27/17																																				
\$323,400.00	4	<b>DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina &amp; US183 Project</b>																																							
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15																																				
		Survey	7 days	Mon 11/16/15	Sun 11/22/15																																				
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16																																				
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16																																				
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16																																				
		Construction	90 days	Tue 3/22/16	Sun 6/19/16																																				
\$1,764,000.00	5	<b>FM 2001 ELEVATED TANK PROJECT</b>																																							
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16																																				
		Survey	15 days	Sun 1/17/16	Sun 1/31/16																																				
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16																																				
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16																																				
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16																																				

