

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

August 16, 2022

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

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

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

DISCUSSION ONLY

- A. Discuss the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023. 5-15
- B. Discuss Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers. 16-48
- C. Discuss request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community. 49-58
- D. Discussion regarding setting the 2022 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. 59-64
- E. Update from the Police Department concerning the Animal Shelter & Animal Control policies. 65-75
- F. Discuss Ordinance 2022-38 establishing the classifications within the Police Department and authorizing the number of employees in each classification; and repealing un-codified Ordinance 2019-16. 76-81
- G. Discuss Resolution 2022-29 disapproving the Caldwell County Appraisal District's Fiscal Year budget for 2023. 82-89
- H. Discuss Ordinance 2022-39 designating City Election Polling Places and amending early voting hours for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2022. 90-96
- I. Discussion regarding park and recreation capital and operational priorities. 97-135
- J. Discussion regarding sidewalk rehabilitation and replacement projects for Fiscal Year 2022-2023. 136-147

- K. Discuss the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022. 148-152
- L. Discuss the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023. 153-156
- M. Discussion regarding matters related to COVID-19. 157-179

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING on applications ZC-22-08 and PDD-22-01 by James Travis Krause on behalf of Patton 3, LLC and discussion and/or action to consider Ordinance 2022-37 for a **Zoning Change** from *RLD Residential Low Density District* to *PDD Planned Development District*, including a PDD Development Plan for Lockhart Place Townhomes Planned Development, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20) **Postponed on July 5, 2022, to August 16, 2022.** 180-207
- B. Hold a PUBLIC HEARING for the City of Lockhart and the Lockhart Economic Development Corporation Fiscal Year 2022-2023 Budget. 208-209

5. CONSENT AGENDA

- A. Approve the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023. 210-220
- B. Approve Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers. 221-253
- C. Approve request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community. 254-263

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding setting the 2022 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. 264-269
- B. Update from the Police Department concerning the Animal Shelter & Animal Control policies. 270-280
- C. Discussion and/or action to consider Ordinance 2022-38 establishing the classifications within the Police Department and authorizing the number of employees in each classification; and repealing un-codified Ordinance 2019-16. 281-286
- D. Discussion and/or action to consider Resolution 2022-29 disapproving the Caldwell County Appraisal District's Fiscal Year budget for 2023. 287-294
- E. Discussion and/or action to consider Ordinance 2022-39 designating City Election Polling Places and amending early voting hours for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2022. 295-301
- F. Discussion and/or action regarding park and recreation capital and operational priorities. 302-340
- G. Discussion and/or action regarding sidewalk rehabilitation and replacement projects for Fiscal Year 2022-2023. 341-352
- H. Consider the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022. 353-357
- I. Consider the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023. 358-361
- J. Discussion regarding matters related to COVID-19. 362-384

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

- Evening with the Authors met on August 11, 2022 in the Clark Building at 6:00 p.m. to discuss the 2022 EWA event that will be held in the Library.
- The Library will offer a Medicare education class on Friday, August 19, 2022 in the Clark Library Building at 2:30 p.m.
- Caldwell County is hosting a Community Collection Event on Saturday, August 20, 2022, 8 a.m. – noon, or when dumpsters are full. It will be held at 423 San Marcos Hwy, west of downtown Luling.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. ADJOURNMENT

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 12th day of August, 2022 at 6:20 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Agreement

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

The current total number of radios on the infrastructure system is 765, of which the City of Lockhart owns 205 radios (26.8%) and our share of the service agreement for the fiscal year of 2022-23 would be \$42,345.

The attached service agreement is for the fiscal year from October 1, 2022 through September 30, 2023. The total amount of the 2022-23 agreement reflects a 3% increase from last year's agreement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$158,004.00

Account Number: 231-5314-226-00

Funds Available: \$160,000.00

Account Name: Radio and Communications

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request City Council to accept the Annual Service Agreement with Motorola and authorize the City Manager to sign

City of Lockhart, Texas

Council Agenda Item Cover Sheet

said agreement for 2022-23.

LIST OF SUPPORTING DOCUMENTS: 2022-23 Motorola Service Agreement, Radio Invoicing for Entities - FY 22-23



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

SERVICE AGREEMENT

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Date: 03/23/2022

Company Name: LOCKHART, CITY OF

Attn:

Billing Address: P O BOX 239

City, State, Zip: LOCKHART , TX, 78644

Customer Contact: Pam Larison

Phone:

Required P.O. :

Customer # : 1012875136

Bill to Tag # :

Contract Start Date : 01-Oct-2022

Contract End Date : 30-Sep-2023

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$11,400.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$68,256.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$11,256.00
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$3,588.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$2,556.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$51,060.00
	SVC04SVC0016C	SUS	\$6,612.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$1,332.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$1,944.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00
		Subtotal - Recurring Services	\$13,167.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$13,167.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <http://www.motorolasolutions.com/cyber-renewals-integrations>) by reference.

	Service Included in this Contract?	Service Opt-Out? *	Not Applicable (add reason code)
Security Update Service	☒	☐	# _____
Remote Security Update Service	☐	☒	# _____
Managed Detection and Response	☐	☐	# ² _____

*Service Opt-out - I have received a briefing on this service and choose not to subscribe.

If Selecting "Not Applicable", please see below reason codes:

1

Infrastructure / Product / Release not supported

2

Tenant or user restrictions

3

Customer purchased/existing service(s)

Notation: This section is to be completed by the CSM in conjunction with Customer during dialog

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	



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

SERVICE AGREEMENT

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Company Name : LOCKHART, CITY OF
Contract Number : USC000003451
Contract Modifier : R23-MAR-22 14:19:20
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

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

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

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

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

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

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

Revised Oct 09, 2021



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Revised Oct 9, 2021

**CALDWELL COUNTY, LOCKHART, LULING AND MARTINDALE
700/800 MHz Trunking Radio System**

ATTACHMENT "B"

ANNAUL SYSTEM MAINTENANCE and OPERATING NEEDS

E X I S T I N G E Q U I P M E N T

700/800 MHz Trunked Radio System

8/8/2022

OCTOBER 2022 THROUGH SEPTEMBER 2023

Expense Description	QTY	EACH/MO	COST/YR
Annual Radio System Maint. Contract	12	\$13,167.00	\$158,004.00
T-1 Lease lines (2)	12	\$812.92	\$9,755.04
Tower lease (Lockhart & Iron Mountain)	12	\$4,692.50	\$56,310.00
Tower lease (Creedmore Tower)	12	\$250.75	\$3,009.00
Generator maint. (Lockhart Tower)	12	\$25.00	\$300.00
Generator maint. (Iron Mountain Tower)	12	\$25.00	\$300.00
Electricity (Lockhart Tower)	12	\$416.67	\$5,000.00
Electricity (Iron Mountain Tower)	12	\$221.67	\$2,660.00
Software subscription (3yr subscription)	12	\$17.78	\$213.36
Insurance-Lockhart Tower only	1	\$208.33	\$2,500.00
Insurance-Iron Mountain Tower only	1	\$83.33	\$1,000.00
Total Estimated Annual Costs			\$239,051.40
Annual Cost Per 851 Users Per Radio			\$312.49

→ Firm Contract with Motorola: See Attachment for FY 20-21 Agreement

→ **TOWER LEASE INFORMATION:**

(Estimated)
(Estimated)
Lockhart Pays

3,247.50/month for Lockhart tower and \$1,445.00/month for Iron Mountain tower, paid to Clearview Tower Co.

Annual System Maintenance and Operating Needs by Entity

AGENCIES	No. Radios	Total/Yr/Radio	Total/Mo/Radio	Total/Qtly/Radio
		\$312.49	\$26.04	\$78.12
City of Lockhart	205	\$64,060.45	\$5,338.37	\$16,015.11
Concession Group, Inc	6	\$1,874.94	\$156.25	\$468.75
COUNTY :				
Sheriff	95	\$29,686.55	\$2,473.88	\$7,421.64
Fire Marshal/Emergency Mgmt	55	\$17,186.95	\$1,432.25	\$4,296.74
Constable	52	\$16,249.48	\$1,354.12	\$4,062.37
Juvenile Probation	4	\$1,249.96	\$104.16	\$312.49
County VFD's	191	\$59,685.59	\$4,973.80	\$14,921.40
Unit Road System	48	\$14,999.52	\$1,249.96	\$3,749.88
County Total	445	\$139,058.05	\$11,588.17	\$34,764.51
Martindale	16	\$4,999.84	\$416.65	\$1,249.96
Luling	93	\$29,061.57	\$2,421.80	\$7,265.39
TPWD - Lkht State Park (Interop only)				
Seton E.B. Davis Hosp (Interop only)				
Total Annual Maint Costs	765	\$239,054.85	\$19,921.24	\$59,763.73

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly all entities

FY 2022-23

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart is to set forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. This agreement is for the 2022-2023 school year and the Lockhart Police department will provide one additional School Resource officer. The additional School Resource officer will be at the rank of Sergeant and will be paid at 100% of his salary during the school calendar year plus two additional days as per Article 6, section 6.2 of the agreement. Historically, the agreement between the Lockhart ISD and the City of Lockhart has been 30% of the supervisor salary during the school calendar year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The salary expense for the additional school resource officer will be offset by additional revenues to the General Fund received from the Lockhart ISD for SRO services.

These changes to the 2022-23 Proposed Annual Operating Budget will be reflected in the final presentation to City Council on September 6, 2022 prior to adoption.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: MOU for SRO for 22-23, MOU for SRO pages from
Oct 8 2020 council packet

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

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

PREMISES

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

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

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

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

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

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

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

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM **STRUCTURE**

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

Article 3 SERVICES TO BE **PROVIDED**

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

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

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

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

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

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

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

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

Data shall also be disaggregated by:

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

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

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

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

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

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

Article 5
TRAINING

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of three vehicles as detailed in Exhibit A and the cost for uniform and equipment for three officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

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

Article 7
RELATIONSHIP BETWEEN THE PARTIES

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

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

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

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2022, and continue through June 30, 2023, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

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

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2022.

CITY OF LOCKHART, TEXAS

By_____

Lew White, Mayor, City of Lockhart

ATTEST:

By_____

Connie Constancio, TRMC City

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By_____

Michael Wright, President, LISD School Board

ATTEST:

By_____

Tom Guyton, Secretary, LISD School Board

2022-2023 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 68,149.71	\$ 57,566.29	\$ 70,892.02	\$ 196,608.02
Benefits	\$ 28,622.88	\$ 24,177.84	\$ 29,774.65	\$ 82,575.37
12 month total cost	\$ 96,772.59	\$ 81,744.13	\$ 100,666.67	\$ 279,183.39
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Cost per hour	\$ 46.52	\$ 39.30	\$ 48.39	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ 7,039.95	\$ 21,119.85
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ 5,051.00	\$ 15,153.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ 1,010.20	\$ 3,030.60
Grand Total	\$ 72,065.22	\$ 62,123.89	\$ 74,641.15	\$ 208,830.26
Cost per hour:	\$ 52.37	\$ 45.15	\$ 54.25	\$ 50.59

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 8, 2020

AGENDA ITEM CAPTION: Discussion and/or action to consider Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart for a School Resource Officer during the 2020-2021 school year.

ORIGINATING DEPARTMENT AND CONTACT:

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION: The Interlocal agreement between the Lockhart Independent School District ("Lockhart ISD") and the City of Lockhart is to provide two School Resource Officers (SRO) for the school year 2020-2021. The purpose of this agreement is to set forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students. One officer will be assigned to the Junior High School and one officer will be assigned to the High School.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: Finance Review initials _____

Funds Required: Reference Sections 6.2, 6.4, and Exhibit A

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

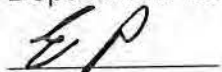
Previous Council Action: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City Manager and Police Chief recommend approval of the Interlocal Agreement.

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

Department Head initials:



City Manager's Review:



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

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

PREMISES

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

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

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

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

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

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

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

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

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

Article 3 SERVICES TO BE PROVIDED

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

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School and Lockhart Junior High School campuses for the 2020-2021 school year.

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

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

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

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

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

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

Data shall also be disaggregated by:

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

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

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

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

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

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

Article 5
TRAINING

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

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

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

Article 7
RELATIONSHIP BETWEEN THE PARTIES

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

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

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

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2020, and continue through June 30, 2021, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

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

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ day of September 2020.

CITY OF LOCKHART, TEXAS

By _____
Lew White, Mayor, City of Lockhart

ATTEST:

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

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____
Steve Johnson, President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School Board

2020-2021 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 60,528.00	\$ 54,267.20	\$ 79,872.00	\$ 194,667.20
Benefits	\$ 25,421.76	\$ 22,792.22	\$ 33,546.24	\$ 81,760.22
12 month total cost	\$ 85,949.76	\$ 77,059.42	\$ 113,418.24	\$ 276,427.42
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 56,855.77	\$ 50,974.81	\$ 75,026.17	\$ 182,856.74
Times percent of time charged to LISD:	100%	100%	30%	
Total LISD Salary/benefits costs	\$ 56,855.77	\$ 50,974.81	\$ 22,507.85	\$ 130,338.42
Cost per hour	\$ 41.32	\$ 37.05	\$ 16.36	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ -	\$ 14,079.90
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ -	\$ 10,102.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ -	\$ 2,020.40
Grand Total	\$ 64,905.92	\$ 59,024.96	\$ 22,507.85	\$ 146,438.72
Cost per hour:	\$ 47.17	\$ 42.90	\$ 16.36	\$ 53.21

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

LASCAC has provided beneficial services to the seniors of Lockhart for 20 years. Their current lease is set to expire on the 31st of August 2022. LASCAC has requested their property lease to be renewed for an additional five (5) years to enable them to continue to provide service to the community. LASCAS currently leases out approximately 6,700 square feet of space on the first floor of 901 Bois D' Arc that includes an activity center, workout room and kitchen along with an onsite thrift store.

The lease requires LASCAC to provide general liability insurance naming the City of Lockhart as an additional insured (\$1,000,000/ \$3,000,000/ \$50,000), maintain 501 (c)(3) status, pay for onsite utilities (Telephone, Gas, Electricity), and operate a minimum six (6) hours a day for five (5) days a week.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends lease renewal with Lockhart Area Senior Citizen Center.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Lockhart Area Senior Citizen Activity Center Lease
Renewal 2022, Senior Activity Center Exhibit A

STATE OF TEXAS)
)
COUNTY OF CALDWELL)

LEASE RENEWAL FOR LOCKHART AREA SENIOR CITIZEN CENTER

THIS LEASE is made between the City of Lockhart, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 239, Lockhart, Texas 78644, and Lockhart Area Senior Activity Center, Inc., hereafter called "Lessee," whose address for purposes of notice under this lease is 901 Bois D'Arc, Lockhart, Texas 78644. The City Council of the City of Lockhart specifically finds that Lessee provides a public service to senior citizens of the City and the surrounding area by providing services for their comfort, health, safety and entertainment.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: approximately 6,700 square feet on the first floor of the old hospital building, located at 901 Bois D'Arc, Lockhart, Texas and including the kitchen and exterior stand-alone building called the "thrift shop", as shown on Exhibit A, attached and incorporated herein.

2. TERMS OF LEASE. The term of this lease renewal shall be a period of FIVE (5) years, commencing on the 1st day of September, 2022, and ending at midnight on the 31st day of August 2027.

3. RENTAL. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$1.00 in lawful money of the United States of America. Additionally, Lessee shall perform functions as described in Paragraphs 6 and 7 of this document, as conditions precedent to this lease.

4. TAXES. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, should such be required.

5. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

6. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a not for profit senior citizen activity center; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable

furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay all natural gas and telephone service costs used on the premises. Lessor will cover all other City related service costs. All those amounts shall be paid within 10 days of becoming due. Lessee shall be responsible for payment of electricity usage at the Property by Lessee, its officers, employees and agents that Lessor determines, in its sole discretion, is wasteful or not directly associated with Lessee's normal services to senior citizens.

c. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 for injuries to persons in one accident, \$3,000,000.00 for injuries to any one person, and \$50,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to

comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorney's fees in connection with it, including attorneys' fees on appeal.

f. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

g. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

h. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

i. To effect all minor repairs to electrical, air conditioning, and plumbing in any amount requiring expenditures of less than \$500.00.

7. ADDITIONAL REQUIREMENTS OF LESSEE. The following provisions are hereby incorporated into the lease, and shall be mandatory requirements for the continuation of the lease.

a. The Lessee shall show proof of its application for 501 (c)(3) status, and, once obtained, maintain its status in good standing as a 501 (c)(3) organization as recognized by the Internal Revenue Service of the United States, and shall be a not for profit corporation in good standing, incorporated under Texas law.

b. The Lessee shall not in any way discriminate against person because of race, gender, or ethnic background.

c. The Lessee shall maintain hours of operation of at least six (6) hours a day, five (5) days a week, wherein senior citizens and others shall have access to the leased premises.

d. The Lessee shall allow no activity that would in any way be construed as inappropriate for the providing of public funds or services rendered by this lease by lessor. The use of tobacco products and alcoholic beverages will not be allowed on the premises.

e. The Lessee, at its own expense, shall maintain areas described in Exhibit A as “Senior Citizen Area”, “Thrift Shop”, and “Kitchen” attached and incorporated by reference, and shall allow other building lessees’ use of common areas such as hallways, corridors, parking areas, etc., between or contiguous to various areas being leased. It is acknowledged that because the lease space is in separate tracts within the building, there are or will be other activities or lessees in other portions of the building which shall require non-exclusivity of usage and control. Lessee acknowledges Lessor’s right to permit other parties’ usage of said areas.

f. The Lessee shall provide programming, activities, and function of a type that, in the sole judgment of the lessor, are primarily geared toward the enhancement and enrichment of the senior citizen community of Lockhart area.

g. The Lessee shall not discriminate as to senior citizen groups choosing to use the leased premises, and shall exercise sound business practice to ensure scheduling of event to, as much as possible, accommodate the needs of all senior citizens wishing to use the leased premises.

h. The Lessee shall not allow any commercial activities for profit on the premises by any third party, except those that could be construed as being in accordance with Paragraph 8, *infra*. This does not prevent, for example, hearing aid screenings, and other service related matters typical of those related to the elderly, from being performed on the premises.

i. The Lessee shall comply with all zoning requirements of the City of Lockhart.

8. NON-EXCLUSIVE USE. Lessee agrees that its use of the premises shall be exclusively for purposes of providing a senior citizens center in the City of Lockhart, but that its use shall be non-exclusive to the extent that Lessee shall periodically authorize the temporary use of the facilities by other civic groups for appropriate functions which do not unreasonably interfere with Lessee’s use of the premises as a senior citizens center. When such other civic groups are authorized to use the premises, Lessee may charge such groups reasonable and necessary fees, including deposits, in order to defray the costs of maintenance, cleaning and utilities. No fees, however, shall be charged to Lessor.

9. LESSOR’S COVENANTS. Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such

termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. At Lessor's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term. Lessor also shall provide electricity as described in Section 6(b) of this lease.

10. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, (to include those specifically delineated in Paragraph 6 of this document) and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after 30 days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate

amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

15. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notice to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

16. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

17. TEXAS LAW. This lease will be governed by the laws of the State of Texas, as to both interpretations and performance.

18. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

19. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

20. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement extension on _____ 2022.

LESSOR

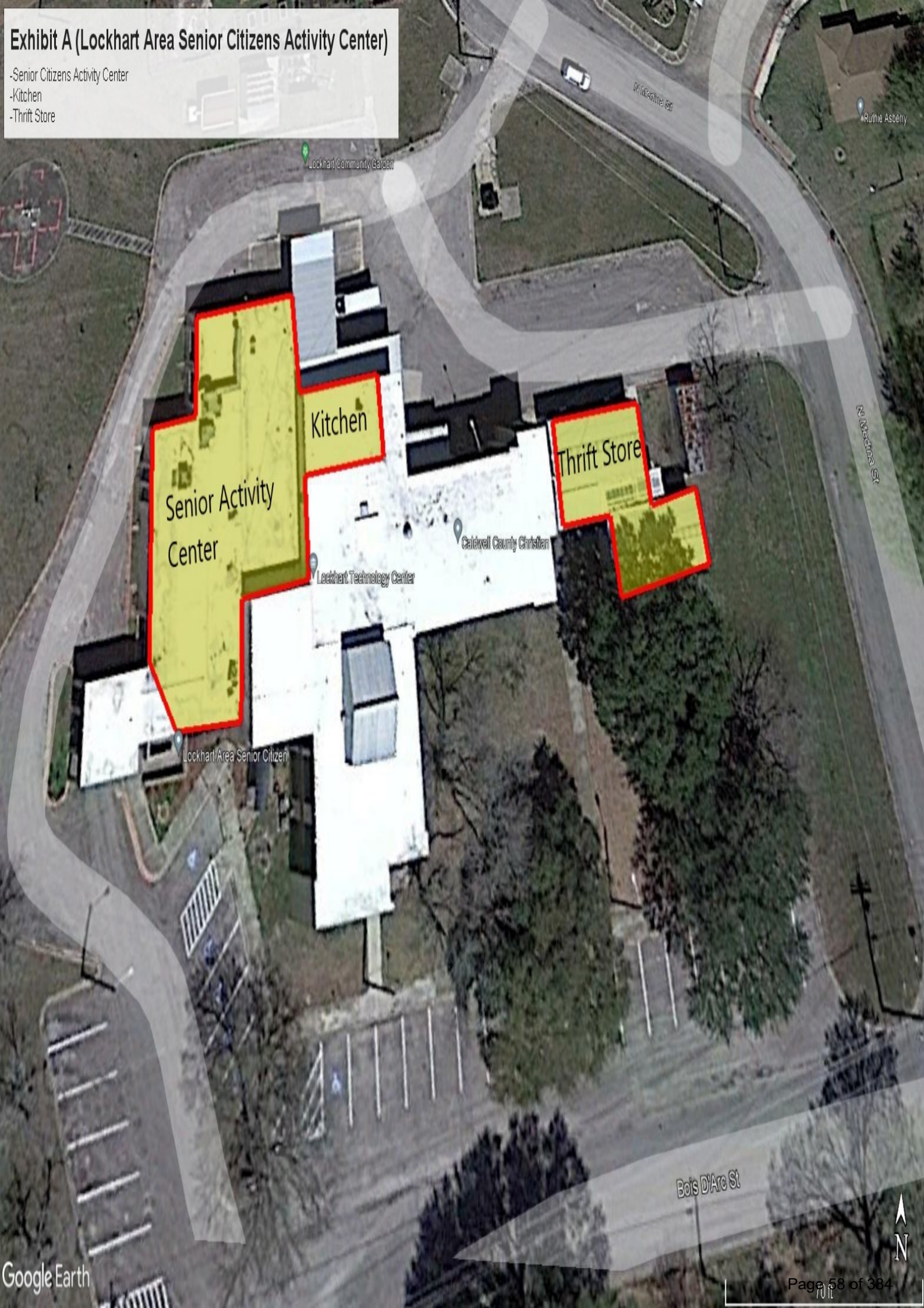
Lew White, Mayor
The City of Lockhart

LESSEE


Sovero Castillo
Lockhart Area Senior Activity
Center, Inc.

Exhibit A (Lockhart Area Senior Citizens Activity Center)

- Senior Citizens Activity Center
- Kitchen
- Thrift Store



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion regarding setting the 2022 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

As directed by Council, the aforementioned public hearing is scheduled on September 6, 2022, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. Because of this, the City's adjusted Voter Approval Rate has been increased by the unused incremental rate received from last year, which is 0.0228/\$100 setting the new Voter Approval Rate to 0.6007/\$100 assessed valuation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: It is staff's recommendation that the City Council set a tax rate for 2022; record the vote; schedule a public hearing on September 6, 2022 and announce the date, time, and location of the public hearing.

LIST OF SUPPORTING DOCUMENTS: City of Lockhart Notice About 2022 Tax Rates, 22 Tax Rate Presentation

Notice About 2022 Tax Rates

(current year)

Property Tax Rates in _____ City of Lockhart _____
(taxing unit's name)

This notice concerns the 2022 property tax rates for City of Lockhart.
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.493200 /\$100

This year's voter-approval tax rate \$ 0.600700 /\$100

To see the full calculations, please visit caldwell.truthintaxation.com for a copy of the Tax Rate Calculation Worksheet.
(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance (\$)
General Fund	6,506,302
Debt Service Fund	10,000

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes (\$)	Interest to be Paid From Property Taxes (\$)	Other Amounts to be Paid (\$)	Total Payment (\$)
2022 Tax Note	305,000	62,069		367,069
2016 General Obligation	565,043	131,821		696,864
2015 Tax & Rev. Co	382,630	216,388		599,018

(expand as needed on the last page)

Total required for <u>2022</u> debt service.	\$ <u>1,662,951</u>
(current year)	
– Amount (if any) paid from funds listed in unencumbered funds	\$ <u>0</u>
– Amount (if any) paid from other resources	\$ <u>0</u>
– Excess collections last year.	\$ <u>100,644</u>
= Total to be paid from taxes in <u>2022</u>	\$ <u>1,562,307</u>
(current year)	
+ Amount added in anticipation that the taxing unit will collect	
only <u>100.000000</u> % of its taxes in <u>2022</u>	\$ <u>0</u>
(collection rate) (current year)	
= Total Debt Levy	\$ <u>1,562,307</u>

Voter-Approval Tax Rate Adjustments

State Criminal Justice Mandate

The _____ County Auditor certifies that _____ County has spent \$ _____ (minus any amount
(county name) (county name) (amount)
received from state revenue for such costs) in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. _____ County Sheriff has provided _____ information on these costs,
(county name) (county name)
minus the state revenues received for the reimbursement of such costs. This increased the voter-approval tax rate by \$ _____/\$100.
(amount of increase)

Indigent Health Care Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to Jun 30 _____
(county name) (amount) (prior year) (current year)
on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ _____. This increased the voter-approval tax rate by \$ _____/\$100.

Indigent Defense Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to June 30 _____
(county name) (amount) (prior year) (current year)
to provide appointed counsel for indigent individuals, less the amount of state grants received by the county. In the preceding year, the county spent \$ _____ for indigent defense compensation expenditures. The amount of increase above last year's indigent defense expenditures is
(amount)
\$ _____. This increased the voter-approval rate by \$ _____/\$100 to recoup _____.
(amount of increase) (amount of increase) (use one phrase to complete sentence: the increased expenditures, or 5% more than the preceding year's expenditures)

City Of Lockhart
FY 22-23 Property Tax Revenue
Different Tax Rate Assumptions

							Unused Incremental 0.0228	Cities with population under 30K only
	2019 Tax Rate	2020 Tax Rate	2021 Last Year Tax Rate	2022 No New Revenue Rate	No increase to budget	Highest under VAR	(VAR) Voter Approval Rate	De Minimus Rate (raise 500k above NNR)
Combined Tax Rate	0.6354	0.6354	0.6354	0.4932	0.5904	0.6006	0.6007	0.6115
Less: Debt Rate	0.0980	0.1057	0.1100	0.1502	0.1502	0.1502	0.1502	0.1502
M & O Rate per \$100 Valuation	0.5862	0.5297	0.5254	0.3430	0.4402	0.4504	0.4505	0.4613
Certified Taxable Value	\$641,737,871	\$ 787,285,404	\$ 1,072,343,556	\$1,072,343,556	\$1,072,343,556	\$1,072,343,556	\$ 1,072,343,556	\$ 1,072,343,556
M & O Levy	\$ 3,761,867	\$ 4,170,251	\$ 5,634,093	\$ 3,678,138	\$ 4,720,456	\$ 4,829,835	\$ 4,830,908	\$ 4,946,721
Debt Rate Revenue	628,903	832,161	1,179,578	1,610,660	1,610,660	1,610,660	1,610,660	1,610,660
Total Property Tax Revenue	\$ 4,390,771	\$ 5,002,411	\$ 6,813,671	\$ 5,288,798	\$ 6,331,116	\$ 6,440,495	\$ 6,441,568	\$ 6,557,381
Amount in proposed budget: \$4,720,300			\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300
Difference			\$ 913,793	\$ (1,042,162)	\$ 156	\$ 109,535	\$ 110,608	\$ 226,421

Tax on Property Valued at:		2021		2022					
\$ 50,000		\$ 317.70	\$ 317.70	\$ 246.60	\$ 295.20	\$ 300.30	\$ 300.35	\$ 305.75	
\$ 75,000		\$ 476.55	\$ 476.55	\$ 369.90	\$ 442.80	\$ 450.45	\$ 450.53	\$ 458.63	
\$ 100,000		\$ 635.40	\$ 635.40	\$ 493.20	\$ 590.40	\$ 600.60	\$ 600.70	\$ 611.50	
\$ 150,000		\$ 953.10	\$ 953.10	\$ 739.80	\$ 885.60	\$ 900.90	\$ 901.05	\$ 917.25	
\$ 202,936	Avg. appraised home value	\$ 1,289.46	\$ 1,289.46	\$ 1,000.88	\$ 1,198.13	\$ 1,218.83	\$ 1,219.04	\$ 1,240.95	
\$ 250,000		\$ 1,588.50	\$ 1,588.50	\$ 1,233.00	\$ 1,476.00	\$ 1,501.50	\$ 1,501.75	\$ 1,528.75	

	2019	2020	2022	2021	2022
Increase in appraised value	95,278,110	89,237,916		98,399,872	252,474,511
New construction appraised value	17,790,837	19,858,380		20,341,950	35,215,624

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Update from the Police Department concerning the Animal Shelter & Animal Control policies.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

A consultant was hired to conduct a Lockhart Animal Services Performance Program Evaluation Report. The report included several recommendations for the Lockhart Animal Shelter (LAS), which were approved by the City Council.

As a result, in 2021, the Lockhart Animal Shelter was assigned to the Lockhart Police Department. The main phone number for the LAS was assigned to the main phone number of the Police Department. The policies and procedures manual has been updated and distributed to LAS employees. Field personnel communicate through police dispatch and calls for service for residents go directly through the police department for dispatch. The telephone system has been upgraded at the LAS. Staff recently initiated a RFQ to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities. Staff has been in communication with stakeholders, such as Take Me Home, Caldwell County Animal Coalition, Lockhart Lionhearts, Lulling Animal Shelter Manager, and Bastrop Animal Shelter Manager to review animal limitation and breeding restriction ordinances, and a trap and neuter release program.

Currently, the Animal Shelter has three full-time and two part-time animal shelter employees. The consultant recommended the staffing for the animal shelter should be 2.47 shelter attendance. Staff recommends adding two additional full-time shelter attendants and reducing the part-time position to one. Adding the additional staff would meet the recommended staffing by the consultant.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$69,000

Account Number: 100-5315-108-00

Funds Available: 0

Account Name: Wages & Labor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): The 2022-23 Proposed Annual Operating Budget does not include the salary and benefit costs associated with this item. If the City Council chooses to approve the two full-time positions and remove one part-time position, adjustments will need to be made to the budget prior to the final presentation on September 6, 2022.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adding two full-time shelter attendants and reducing one part-time shelter attendant.

LIST OF SUPPORTING DOCUMENTS: Animal Services updates



Animal Services Updates

City Council Meeting
August 16, 2022





- Consultants Recommendations Updates
- Ordinances
 - *Breeding Restrictions*
 - *Feline Limitations*



Rating #1, Immediate,
32 of the 41 recommendations have been implemented

Rating #2, 3-6 Months,
12 of 16 recommendations have been implemented

Rating #3, 6-12 months, 32 of 38 recommendations
have been implemented



Important Highlights in Administration

- Current policy/procedure manual has been updated and distributed to employees
- Animal Services has been reassigned to the Police Department, what is considered a more natural fit
- Police Sergeant has been assigned to Animal Services



Important Highlights in Communications

- Field personnel communicate through Police Dispatch
- Calls for service from residents during normal hours have been directed through the police department dispatch.
- Police radio and city issued phone are carried at all times by field operations personnel
- Written policies have been established regarding the use of communication equipment.
- Callers to Animal Services are directed to the Police Department via the agency's upgraded phone system.



Important Highlights in Field Operations

- The ACO has been focused on field operations
- The impound periods has been changed
 - *It is three business days*
 - *For owned animals it is 5 business days*

Important Highlights in Shelter Operations

- By policy any sick or injured animal shall be examined and treated promptly by a licensed veterinarian
- Currently an RFQ has been initiated to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities.
- Sanitation and Disease Control procedures have been included in the SOP.
- Daily job duties have been included in the SOPs
- The staffing needs in the Shelter Operations needs to be reexamined.
 - *The consultant is recommending 2.47 shelter attendants*
 - *Currently the Shelter is staffed with 3 fulltime attendants and 2 part-time attendants. That is the bare minimum. When we have sick employee or employee takes vacation, we have reassigned the ACO or the front desk attendant away from their duties to manage the shelter duties.*
 - *Staff is recommending we add two additional fulltime shelter attendants and eliminating one part-time position.*



Ordinances

- Based on ordinance review the consultant believes that the current codes are appropriate for the size of the city, however he did recommend
 - Animal Limitations Ordinance as a means of curbing pet overpopulation
 - Example: Limit combined total of four dogs and cats over 4 months old except as authorized by Special Permit
- Breeding Restrictions
 - Example: Limit one litter permit in 12 months period.
- Trap-Neuter-Release program are being implemented across the country and have been very successful in managing cat population.
- This portion of the recommendations are still being reviewed. We have been meeting with stakeholders to obtain more data.
 - Take Me Home
 - Caldwell County Animal Coalition (CCAC)
 - Lockhart Lionhearts
 - Luling Shelter Manager
 - Bastrop Animal Shelter Manager





Animal Services Updates

City Council Meeting
August 16, 2022



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-38 establishing the classifications within the Police Department and authorizing the number of employees in each classification; and repealing un-codified Ordinance 2019-16.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In compliance with civil service, the number of classified police and fire positions are set by an ordinance, which is referred to as the "Strength of Force." The proposed ordinance increases the number of sergeants in the Lockhart Police Department from 4 to 6.

The first additional sergeant being added in proposed Ordinance 2022-38 is a result of the interlocal agreement between the Lockhart Independent School District and the City of Lockhart to provide an additional School Resource Officer during the 2022-2023 school year.

The second additional sergeant being added in proposed Ordinance 2022-38 pertains to the reassignment of the Animals Services Division from Public Works to the Police Department. Recommendations made in the Animal Control & Care Academy Program Evaluation Report included reassigning the administration of Animal Services to the Police Department, which has knowledge of public safety and health issues, and creating additional administrative support such as a Police Sergeant. During the October 19, 2021 City Council meeting City Councilmembers and City Staff participated in a lengthy discussion regarding Animal Services, reassignment, and the future need to create an additional Police Sergeant that would be assigned supervision of the Animal Services Division operations. The consensus was City Staff would return back to the City Council with an ordinance, as discussed. With reassignment to the Police Department complete, proposed Ordinance 2022-38 increases the number of Police Sergeants as discussed during the October 19, 2021 City Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: October 19, 2021 Consensus: Staff to return with ordinance as discussed.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of proposed Ordinance 2022-38.

LIST OF SUPPORTING DOCUMENTS: PROPOSED ORDINANCE 2022-38, Minutes of October 19, 2021 Council Meeting

ORDINANCE NO. 2022-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2019-06 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Fire and Police Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to Section 143.021(a) of the Texas Local Government Code; and

WHEREAS, in partnership with the Lockhart Independent School District (LISD), the City of Lockhart Police Department provides School Resource Officers to LISD school campuses. And, for the 2022-2023 school year, LISD has expressed a need to have one additional School Resource Sergeant assigned to school campuses; and

WHEREAS, the City Council recognizes the need to create one additional supervisory position at the rank of Sergeant to fulfill the request of the Lockhart Independent School District to have a Lockhart Police Sergeant be assigned as a School Resource Officer; and

WHEREAS, in 2021 a program evaluation of the Lockhart Animal Services Division was completed by Animal Control & Care Academy. The final recommendations of the evaluation included reassignment of the Animal Services Division to the Police Department; and

WHEREAS, the City Council recognizes the need to create an additional supervisory position at the rank of Sergeant to be assigned supervision of operations of the Animal Service Division.

WHEREAS, given the operational needs and future planning involved, these two (2) additional Sergeant positions will become effective on December 1, 2022.

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 found to be true and correct.
- II. Currently, and until November 30, 2022, the classifications and number of positions in each classification in the Police Department have been and are as follows:

Effective July 1, 2019 (per Ordinance 2019-06)

1. Police Chief – 1
2. Captain – 1
3. Lieutenant – 3
4. Sergeant – 4
5. Police Officer – 20

On December 1, 2022, the classifications and number of positions in each classification in the Police Department will be as follows:

1. Police Chief – 1
2. Captain – 1
3. Lieutenant – 3
4. Sergeant – 6
5. Police Officer – 20

Note: Position of Police Captain is appointed in accordance with §143.014 of the Texas Local Government Code.

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 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. 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.

VI. 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.

VII. Effective Date: This ordinance shall become effective and be in full force on August 16, 2022.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 16th DAY OF AUGUST, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Montel Akers, City Attorney

HISTORY - MINUTES

G. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

Mr. Kelley provided information and there was discussion regarding the following:

- Animal services activities.
- Animal Shelter hours:

CURRENT:

Monday-Friday (8am-4:30pm), Saturday & Sunday (8am-3:30pm)

PROPOSED

Tuesdays-Fridays (11am-6pm), Saturdays (12pm-4pm)

- The later start time would allow the shelter to be in a "presentable" condition prior to opening.
- Closing later will allow for pet owners to reclaim pets after regular business hours.
- The shelter would remain closed on Sundays and Mondays.
- Could implement in November.

- Amendments to City Ordinances (Chapter 10) are proposed for legal impound times, animal limitations, breeding restrictions, and feline licenses.
- * Reassignment of Animal Services is proposed to be assigned from the Public Works Department to the Lockhart Police Department Sergeant to include training and professional development.
- Costs associated with the reassignment would include training and wages. Caldwell County would continue to share in the shelter operations budget.

* There was discussion.

* Chief Pedraza provided details about the new Sergeant position that would manage the Animal Control duties.

There was discussion regarding the trap, neuter and release (TNR) program. Mr. Lewis stated that staff would look into the TNR program and update the Council soon.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that there were no changes to the COVID regulations.

RECESS: Mayor White announced that the Council would recess for a break at 8:35 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the meeting to order at 8:50 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

HISTORY - MINUTES

VOL 32 PG 215

residential development that can include uses allowed in that district, including single-family dwellings and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition was received. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting and stated that they just wanted to learn more about what types of development that would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommended that the item be tabled due to an incorrect public hearing notice.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:12 p.m.

Councilmember McGregor made a motion to table consideration of ZC-21-14 until the November 2, 2021 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA

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

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the September 21, 2021 meeting.

5B: Approve 4th Quarter Investment Report for Fiscal Year 2020-2021.

ITEM 6-A. DISCUSSION AND/OR ACTION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

CONSENSUS: After discussion, the consensus of the Council was not to take action on the Ordinance and to schedule a public hearing/workshop on the 2nd Tuesday in December for further consideration about a parklet program and to invite the downtown business owners. The Parklet Agreement with 101 E. San Antonio Street will be extended until the Parklet ordinance and program is adopted.

Mayor Pro-Tem Sanchez made a motion to workshop the Parklet ordinance and program on the 2nd Tuesday in December 2021 and to invite all of the downtown businesses. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Bryant opposing.

ITEM 6-B. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

CONSENSUS: Mr. Lewis stated that staff will return with ordinances and an update as discussed during the work session.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-29 disapproving the Caldwell County Appraisal District's Fiscal Year budget for 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

During the June 21, 2022 Council meeting, Shanna Ramzinski, Chief Appraiser of the Caldwell County Appraisal District (CCAD), presented the CCAD's Fiscal Year 2023 budget. Mayor White requested that this item be on the Council agenda for consideration..

The CCAD's FY 2023 budget is attached for your review.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution, CCAD budget

RESOLUTION 2022-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART,
TEXAS, DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S
FISCAL YEAR BUDGET FOR 2023**

WHEREAS, the taxpayers of Caldwell County are experiencing rising costs and expenses that constitute an increasing financial burden on themselves and their families; and

WHEREAS, the taxpayers of Caldwell County are entitled to cost-efficient administration and budgeting by local political subdivisions; and

WHEREAS, the Caldwell County Appraisal District ("CCAD"), pursuant to Section 6.06, Texas Tax Code, has the authority to set its own budget subject to the disapproval of qualified local taxing units in the county; and;

WHEREAS, on June 28, 2022, the CCAD adopted a budget that included, among a series of other salary increases for CCAD personnel, an approximately 41% raise for the Chief Appraiser. These raises constituted an average increase of approximately 16.6%, and a median raise of approximately 21.6%; and

WHEREAS, on June 21, 2022, the Lockhart City Council moved to approve the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2023; and

WHEREAS, on further review, the Lockhart City Council determined that the budgeted salary increases by the CCAD are not appropriate for existing financial circumstances in the City and Caldwell County;

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.
2. The Lockhart City Council's action to approve the 2023 Caldwell County Appraisal District budget on June 21, 2022 is hereby rescinded.
3. Pursuant to Section 6.06(b) Tax Code, the City Council of the City of Lockhart hereby disapproves of the 2023 budget adopted by the Caldwell County Appraisal District, and directs the City Secretary to file this resolution with the secretary of the board of the CCAD.

PASSED AND APPROVED on this 16th day of August 2022.

CITY OF LOCKHART, TEXAS

By: _____
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

Orig. = Pam
Scanned to = LW
SL

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

JUN 15 2022

DATE: June 13, 2022

RECVD. BY: _____
TIME RECVD: _____

TO: All Taxing Unit Presiding Officers
CCAD Board of Directors

RE: Notice of public hearing to consider the proposed 2023 Appraisal District Budget

Enclosed you will find the proposed budgets for the Caldwell County Appraisal District for the year January 1, 2023 through December 31, 2023.

Entities that are considering substantial increases in tax levies for 2022 should be aware of the effect on the cost allocation of the appraisal district budget. The proposed budgets include the total costs of appraisal and tax collection.

The Board of Directors must approve the budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

This shall serve as notice pursuant to section 6.06(b) of the Texas Tax Code that the board of directors of the Caldwell County Appraisal District ("District") shall hold a public hearing to consider the 2023 District budget. The hearing will begin at 5:00 PM on Tuesday, June 28, 2022 in the Caldwell County Appraisal District office, 211 Bufkin Ln, Lockhart.

If you have any questions, please do not hesitate to contact Shanna Ramzinski, Chief Appraiser, at the Caldwell County Appraisal District (512) 398-5550.

Respectfully,

Kathy Haigler
Secretary, Board of Directors
Caldwell County Appraisal District

Encl:
2023 Proposed Appraisal Budget
Estimated Cost Allocation - Appraisal Budget
2023 Proposed Collection Budget
Estimated Cost Allocation - Collection Budget



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

2023 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.421%	\$1,741,770.50	\$146,667.69
CITY OF LULING	\$1,536,912.87	2.250%	\$1,741,770.50	\$39,188.80
CITY OF MARTINDALE	\$359,410.56	0.526%	\$1,741,770.50	\$9,164.39
CITY OF MUSTANG RIDGE	\$117,531.76	0.172%	\$1,741,770.50	\$2,996.87
CITY OF NIEDERWALD	\$50,816.66	0.074%	\$1,741,770.50	\$1,295.74
CITY OF UHLAND	\$34,616.15	0.051%	\$1,741,770.50	\$882.66
CALDWELL-HAYS ESD1	\$641,428.15	0.939%	\$1,741,770.50	\$16,355.38
CALDWELL ESD #2	\$195,961.19	0.287%	\$1,741,770.50	\$4,996.69
CALDWELL ESD #3	\$138,110.57	0.202%	\$1,741,770.50	\$3,521.60
CALDWELL ESD #4	\$170,847.87	0.250%	\$1,741,770.50	\$4,356.35
CALDWELL COUNTY	\$22,275,742.10	32.610%	\$1,741,770.50	\$567,995.49
LOCKHART ISD	\$24,181,481.20	35.400%	\$1,741,770.50	\$616,588.76
LULING ISD	\$6,329,528.01	9.266%	\$1,741,770.50	\$161,392.75
PRAIRIE LEA ISD	\$1,463,785.87	2.143%	\$1,741,770.50	\$37,324.18
GONZALES COUNTY UWD	\$9,870.73	0.014%	\$1,741,770.50	\$251.69
PLUM CREEK CONS DIST	\$390,963.84	0.572%	\$1,741,770.50	\$9,968.95
PLUM CREEK UNDERGROUND	\$397,694.37	0.582%	\$1,741,770.50	\$10,140.56
CITY OF SAN MARCOS	\$216,208.89	0.317%	\$1,741,770.50	\$5,512.98
GONZALES ISD	\$458,467.24	0.671%	\$1,741,770.50	\$11,690.18
HAYS ISD	\$774,898.08	1.134%	\$1,741,770.50	\$19,758.65
SAN MARCOS ISD	\$2,445,774.62	3.580%	\$1,741,770.50	\$62,363.31
WAELDER ISD	\$308,188.12	0.451%	\$1,741,770.50	\$7,858.30
AUSTIN COMMUNITY COLLEGE	\$58,769.74	0.086%	\$1,741,770.50	\$1,498.53
TOTALS	\$68,309,046.62	100.00%	\$1,741,770.50	\$1,741,770.50

CALDWELL COUNTY APPRAISAL DISTRICT
2023 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2022	2023
70101	Chief Appraiser	\$88,180.00	\$82,000.00
70102	Deputy Chief Appraiser	\$50,755.00	\$85,012.20
70103	GIS Mapper/System Mgr/IT	\$71,353.00	\$82,412.40
70105	Field Appraiser II	\$36,608.00	\$47,250.00
70106	Senior Appraiser I	\$48,400.00	\$63,336.00
70107	Senior Appraiser II	\$41,338.00	\$58,800.00
70108	Field Appraiser I	\$36,608.00	\$47,250.00
70109	Field Appraiser III	\$37,531.00	\$49,522.20
70111	Administrative Asst.	\$56,210.00	\$68,250.00
70112	Data entry technician	\$34,785.00	\$44,100.00
70113	Support data entry	\$42,466.00	\$51,277.70
70114	Appraisal Clerk	\$27,500.00	\$35,700.00
70120	Field Appraiser IV	\$36,300.00	\$44,625.00
70130	Part time	\$3,000.00	\$0.00
70135	Payroll contingency	\$2,000.00	\$7,000.00
70136	Annual Longevity Compensation	\$5,300.00	\$6,750.00
	SUBTOTAL	618,334.00	773,285.50
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	\$53,000.00	\$68,000.00
71002	Retirement/employer	\$70,000.00	\$89,000.00
71004	Health benefits	\$121,000.00	\$139,000.00
71005	Worker comp	\$2,800.00	\$2,800.00
71006	Unemployment	\$4,000.00	\$4,000.00
	SUBTOTAL	250,800.00	302,800.00
	SERVICES		
72000	Appr Engineers	\$66,000.00	\$66,000.00
72001	Appr Review Bd	\$37,500.00	\$37,500.00
72002	Audit	\$6,400.00	\$6,400.00
72003	Board of Directors	\$1,790.00	\$2,000.00
72004	Data Processing Services	\$67,500.00	\$99,800.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$27,000.00	\$27,000.00
72009	Title Research	\$3,000.00	\$3,000.00
72010	Aerial Imagery	\$92,585.00	\$84,500.00
	SUBTOTAL	307,975.00	332,400.00

	GENERAL EXPENSES	2022	2023
72500	Bond - Chief - Notary	\$250.00	\$250.00
72501	Membership/Dues	\$3,850.00	\$3,700.00
72502	Computer supplies	\$6,400.00	\$7,600.00
72504	Education & fees	\$11,700.00	\$15,700.00
72505	Insurance - liability	\$1,700.00	\$1,900.00
72506	Insurance Building/ Equip - contents	\$5,300.00	\$5,800.00
72507	Legal notices/printing	\$20,600.00	\$23,600.00
72508	Maint - hardware/equip	\$8,700.00	\$8,800.00
72509	Maint - office equip	\$1,000.00	\$1,000.00
72510	Mileage & travel	\$5,500.00	\$5,500.00
72511	Office supplies	\$8,500.00	\$8,500.00
72512	Postage	\$34,200.00	\$37,200.00
72513	Postage meter/Box rental	\$4,665.00	\$5,565.00
72514	Publications Subcrip & books	\$7,860.00	\$22,570.00
72515	Rental - copier	\$2,650.00	\$2,900.00
72516	Electricity	\$9,000.00	\$9,000.00
72517	Telephone	\$14,000.00	\$14,300.00
72518	Water & sewer	\$3,500.00	\$3,500.00
72519	Mortgage	\$57,300.00	\$57,300.00
72520	Building Maint	\$5,000.00	\$7,000.00
72523	Fuel - Vehicle	\$4,000.00	\$8,500.00
72524	Maint - Vehicle	\$12,500.00	\$12,500.00
72525	Ins - vehicle	\$2,600.00	\$2,600.00
	SUBTOTAL	230,775.00	265,285.00
	CAPITAL INVESTMENTS		
79000	Office equipment	\$5,000.00	\$5,000.00
79001	Computer Equipment	\$16,000.00	\$17,000.00
79003	Vehicle	\$28,000.00	\$28,000.00
	SUBTOTAL	49,000.00	50,000.00
	CONTINGENCY		
79002	Building Expense	\$5,000.00	\$8,000.00
79990	Contingency	\$10,000.00	\$10,000.00
	SUBTOTAL	15,000.00	18,000.00
	TOTAL EXPENSES	1,471,884.00	1,741,770.50

2023 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.795%	\$523,168.12	\$46,011.45
CITY OF LULING	\$1,563,835.21	2.391%	\$523,168.12	\$12,509.36
CITY OF MARTINDALE	\$359,410.56	0.550%	\$523,168.12	\$2,874.98
CITY OF MUSTANG RIDGE	\$117,531.76	0.180%	\$523,168.12	\$940.15
CITY OF NIEDERWALD	\$50,816.66	0.078%	\$523,168.12	\$406.49
CITY OF UHLAND	\$34,616.15	0.053%	\$523,168.12	\$276.90
CALDWELL-HAYS ESD1	\$641,428.15	0.981%	\$523,168.12	\$5,130.88
CALDWELL ESD #2	\$195,961.19	0.300%	\$523,168.12	\$1,567.52
CALDWELL ESD #3	\$138,110.57	0.211%	\$523,168.12	\$1,104.77
CALDWELL ESD #4	\$170,847.87	0.261%	\$523,168.12	\$1,366.64
CALDWELL COUNTY	\$22,275,742.10	34.059%	\$523,168.12	\$178,187.16
LOCKHART ISD	\$24,181,481.20	36.973%	\$523,168.12	\$193,431.46
LULING ISD	\$7,294,435.93	11.153%	\$523,168.12	\$58,349.34
PRAIRIE LEA ISD	\$1,828,123.08	2.795%	\$523,168.12	\$14,623.44
GONZALES COUNTY UWD	\$9,870.73	0.015%	\$523,168.12	\$78.96
PLUM CREEK CONS DIST	\$390,963.84	0.598%	\$523,168.12	\$3,127.38
PLUM CREEK UWD	\$397,694.37	0.608%	\$523,168.12	\$3,181.22
TOTALS	\$65,402,907.40	100.00%	\$523,168.12	\$523,168.12

CALDWELL COUNTY APPRAISAL DISTRICT
2023 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2022	2023
90-70101	Chief Appraiser	\$0.00	\$54,663.80
90-70120	Deputy Tax Collector	\$59,570.00	\$85,012.20
90-70121	Collections Specialist I	\$40,656.00	\$49,092.12
90-70122	Public Assist II	\$32,870.00	\$36,750.00
90-70126	Public Assist I	\$28,800.00	\$36,750.00
90-70130	Part time	\$0.00	\$0.00
90-70135	Payroll contingency	\$800.00	\$2,800.00
90-70136	Annual Longevity Compensation	\$1,750.00	\$2,000.00
	SUBTOTAL	\$164,446.00	\$267,068.12

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	\$13,500.00	\$22,000.00
90-71002	Retirement/employer	\$19,000.00	\$30,000.00
90-71004	Health benefits	\$36,900.00	\$41,900.00
90-71005	Worker comp	\$950.00	\$950.00
90-71006	Unemployment	\$3,375.00	\$3,375.00
	SUBTOTAL	\$73,725.00	\$98,225.00

	SERVICES		
90-72002	Audit	\$1,925.00	\$1,925.00
90-72004	Data Processing Services	\$22,000.00	\$23,000.00
90-72005	County employee contract	\$20,000.00	\$21,000.00
90-72007	Janitorial service	\$2,500.00	\$2,500.00
90-72008	Legal	\$2,500.00	\$2,500.00
90-72011	Security	\$0.00	\$2,000.00
	SERVICES	\$48,925.00	\$52,925.00

	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	\$200.00	\$200.00
90-72501	Membership/Dues	\$750.00	\$850.00
90-72502	Computer supplies	\$2,300.00	\$2,300.00
90-72504	Education & fees	\$5,200.00	\$6,100.00
90-72505	Insurance - liability	\$1,000.00	\$1,000.00
90-72506	Insurance Building/Equip - contents	\$1,500.00	\$1,600.00
90-72507	Legal notices/printing	\$12,000.00	\$14,000.00
90-72508	Maint - hardware/equip	\$2,600.00	\$2,600.00
90-72509	Maint - office equip	\$1,500.00	\$1,500.00
90-72510	Mileage & travel	\$3,100.00	\$3,100.00
90-72511	Office supplies	\$3,500.00	\$3,500.00
90-72512	Postage	\$16,300.00	\$18,000.00
90-72513	Postage meter/Box rental	\$1,450.00	\$1,800.00
90-72515	Rental - copier	\$1,800.00	\$1,800.00
90-72516	Electricity	\$3,000.00	\$3,000.00
90-72517	Telephone	\$3,600.00	\$4,000.00
90-72518	Water & sewer	\$1,200.00	\$1,200.00
90-72519	Mortgage	\$17,200.00	\$17,200.00
90-72520	Building Maint	\$2,300.00	\$2,800.00
	SUBTOTAL	\$80,500.00	\$86,550.00

	CAPITAL INVESTMENTS		
90-79000	Office equipment	\$2,000.00	\$2,000.00
90-79001	Computer Equipment	\$7,200.00	\$8,200.00
	SUBTOTAL	\$9,200.00	\$10,200.00

	CONTINGENCY		
90-79002	Building Expense	\$2,200.00	\$5,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	SUBTOTAL	\$5,200.00	\$8,200.00
	TOTAL EXPENSES	\$381,996.00	\$523,168.12

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-39 designating City Election Polling Places and amending early voting hours for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election for the positions of Councilmember District 1, Councilmember District 2, and Two At-Large Councilmembers, 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. Early voting dates and times were included in the Ordinance 2022-27, which have changed. Polling locations were not included in Ordinance 2022-27 because the County EA was working on designating polling locations.

The changes to the early voting hours are as follows:

Monday, October 24, 2022	8:00 a.m. - 5:00 p.m.
Tuesday, October 25, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, October 26, 2022	8:00 a.m. – 5:00 p.m.
Thursday, October 27, 2022	8:00 a.m. – 5:00 p.m.
Friday, October 28, 2022	8:00 a.m. – 5:00 p.m.
Saturday, October 29, 2022	9:00 a.m. – 5:00 p.m. 8:00 a.m. – 5:00 p.m.
Sunday, October 30, 2022	Closed
Monday, October 31, 2022	8:00 a.m. – 5:00 p.m.
Tuesday, November 1, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, November 2, 2022	8:00 a.m. – 5:00 p.m.
Thursday, November 3, 2022	8:00 a.m. – 5:00 p.m. 7:00 a.m. - 7:00 p.m.
Friday, November 4, 2022	7:00 a.m. – 7:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The Caldwell County Commissioners Court approved the *Order of General Election for Caldwell County*, as attached, on August 9, 2022 which provides details about early voting and Election Day polling locations. Those details are also outlined in the City of Lockhart Ordinance 2022-39.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Approved Ordinance 2022-27 ordering the City of Lockhart November 8, 2022 General Election.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Ordinance 2022-39, as presented.

LIST OF SUPPORTING DOCUMENTS: Ordinance, City of Lockhart Voting District Map with County Election Precincts

ORDINANCE 2022-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

WHEREAS, state and city law provide that on November 8, 2022 there shall be a general election for the purpose of electing Councilmember District 1; Councilmember District 2; and Two Councilmembers At-Large; 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 March 1, 2022, the City Council approved the Joint Election Agreement between City of Lockhart and Caldwell County; and

WHEREAS, on July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election; and

WHEREAS, on August 9, 2022, the Caldwell County Commissioners Court approved the Order of General Election in Caldwell County, 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 City exercises no discretion with regard to the use of the County's voting precincts and polling places for the November 8, 2022 joint election.

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

Section 1. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the CITY for the November 8, 2022 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 8, 2022.

Section 2. Early Voting by Mail. The Council appoints Kimber Daniel 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 Blackjack St.,
Suite C
Lockhart, Texas 78644
(512) 668-4347
Email Address: kimber.daniel@co.caldwell.tx.us
Website Address: <https://www.co.caldwell.tx.us/>

Section 3. Early Voting. The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Kimber Daniel 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

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

Monday, October 24, 2022	8:00 a.m. - 5:00 p.m.
Tuesday, October 25, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, October 26, 2022	8:00 a.m. – 5:00 p.m.
Thursday, October 27, 2022	8:00 a.m. – 5:00 p.m.
Friday, October 28, 2022	8:00 a.m. – 5:00 p.m.
Saturday, October 29, 2022	8:00 a.m. – 5:00 p.m.
Sunday, October 30, 2022	Closed
Monday, October 31, 2022	8:00 a.m. – 5:00 p.m.
Tuesday, November 1, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, November 2, 2022	8:00 a.m. – 5:00 p.m.
Thursday, November 3, 2022	7:00 a.m. – 7:00 p.m.
Friday, November 4, 2022	7:00 a.m. – 7:00 p.m.

The Temporary Early Voting Polling Place is hereby designated as:

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

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 August 16, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

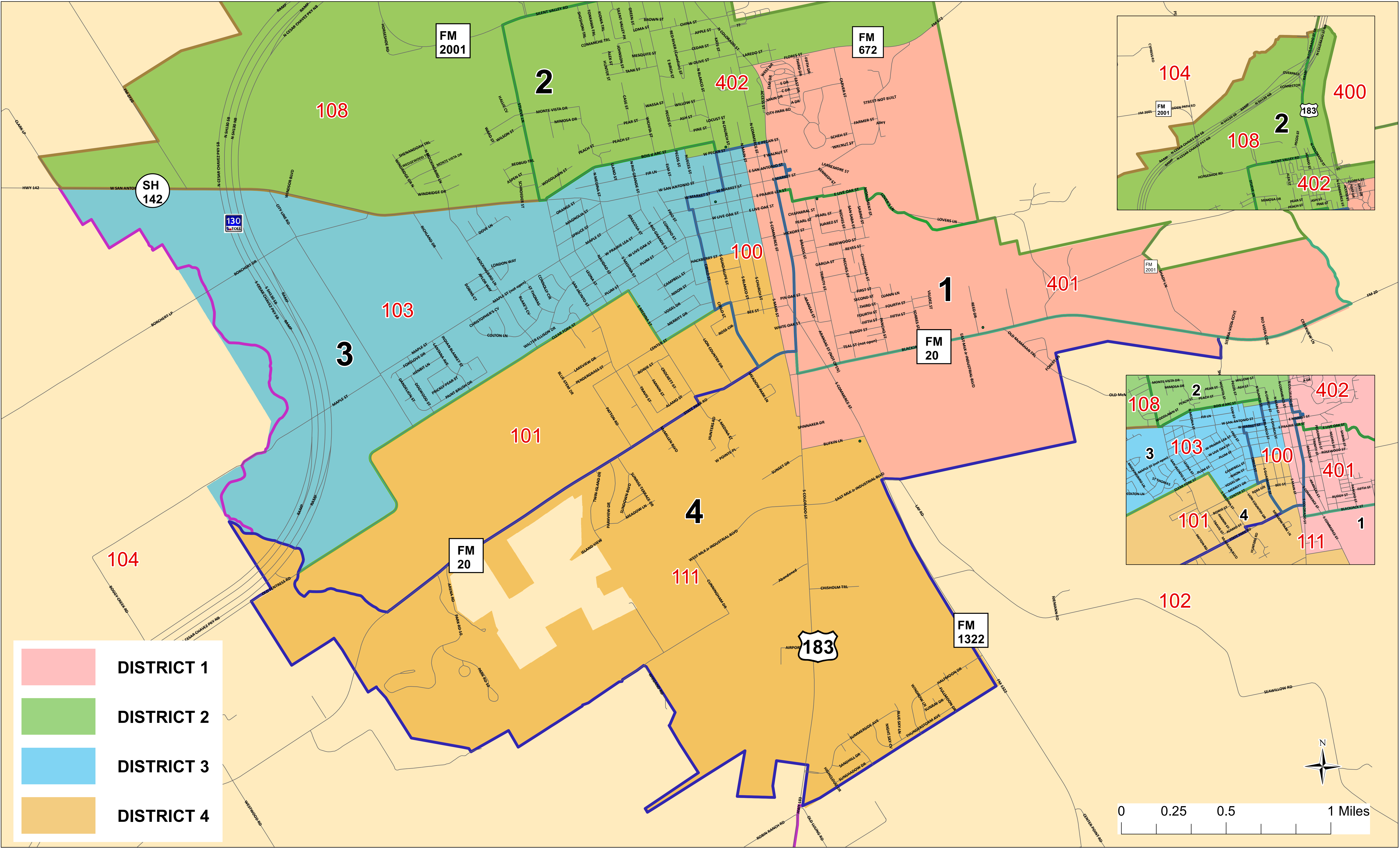
APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers, City Attorney

EXHIBIT “A”

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	County Precinct(s) <i>Precinto(s) de Condado</i>	City District(s) <i>Distritos de la Ciudad</i>
Lytton Springs Baptist Church	8511 FM 1854 Dale, 78616	404	N/A
St. Mary's Catholic Church Parish Hall	205 W. Pecan Lockhart, 78644	402	1, 2
St. Mark's Methodist Church	602 E. Live Oak Lockhart, 78644	401	1
Dale Fire Department	1414 RM 1854 Dale, 78616	400/405	N/A
Camino Real Ballroom	20070 Camino Real Dale, 78616	306	N/A
Fentress Community Church Hall	Hwy 20/Barber St. Fentress, 78622	305	N/A
Boyce Iron	9655 TX 142 Niederwald, 78640	303	N/A
Maxwell Fire Station	9655 TX 142 Maxwell, 78656	302	N/A
Three Rivers Community Church	103 Main St. Martindale, 78655	300/301	N/A
Prairie Lea Civic Center	6899 San Marcos Hwy Prairie Lea, 78611	206	N/A
McMahan Women's Community CTR	6022 FM 713 McMahan, 78616	204. 205	N/A
McNeil Baptist Church	14304 FM 1322 Luling, 78648	203	N/A
Southside Clubhouse	1305 Magnolia Luling, 78648	202	N/A
Luling Civic Center	300 E. Austin Luling, 78648	201	N/A
American Legion	1501 N Colorado Lockhart, 78644	108	2
VFW Post 8927 Hall	7007 S US Hwy 183 Lockhart, 78644	104	N/A
Grace Lutheran Fellow Ship Hall	108 N Medina Lockhart, 78644	103	3
Lockhart Evening Lions Club	220 Bufkin Ln. Lockhart, 78644	102, 111	1, 4
First Lockhart Baptist Church Connection Center	200 S. Blanco Lockhart, 78644	100, 101	1, 3, 4



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion regarding park and recreation capital and operational priorities.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: In 2021, the City Council separated the existing Parks Department from the Public Works Department and created a new Parks and Recreation Department. A new Parks and Recreation Director position was created and Travis Hughes was hired as Lockhart's first Parks and Recreation Director on April 1, 2022. Mr. Hughes will present his initial observations of the existing parks system and identify potential capital and operational projects.

PROJECT SCHEDULE (if applicable): Immediate

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Excess ARPA funds that the City Council has not allocated can be used for Parks Improvements including design and engineering costs. The unallocated funds total \$792,000.

PREVIOUS COUNCIL ACTION: Parks and Open Space Master Plan development was approved in 2017.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Presentation



Assessment and Priorities

Parks & Recreation



2018 Master Plan

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 1 -Recreational Facilities Should be Multi-purpose and Adaptable
- Goal 2 -Recreational Improvements Should be Shared if Appropriate
- Goal 3 -Preserve Open Spaces and Acquire Additional Park Land
- Goal 4 -All Parks Should be Accessible to All Citizens/Users
- Goal 5 -Relationship Between Recreation/Parks and Economic Development
- Goal 6 -New Subdivisions Should Pay for Their Own Recreation Facilities



2018 Master Plan

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 7 -Park Equipment Should be Renovated/Replaced Every 15-20 Years
- Goal 8 -More Recreation Facilities Place a Financial Responsibility on City
- Goal 9 -Recreational Opportunities Should Celebrate the Variety of Cultures
- Goal 10 -Recreation Should be Coordinated to Avoid Duplication
- Goal 11 -Recreation Should be Integrated with Other Public Services
- Goal 12 -Citizens Should be Involved in all Phases of Planning for Recreation
- Goal 13 -Local Recreation Should be Integrated with Regional/State Plans



Identified Recreational Needs

Needs Based on 2017 Online Survey Results (Rank Ordered):

- General Park & Facility Upgrades
- Aquatics Upgrades
- Trails & Connectivity
- Adult Sports
- Existing Sports Complex Upgrades
- Indoor Recreation
- Events & Event Space



Level of Service Challenges

Facilities Challenges:

- **Park Facilities**
Aging Amenities, Aesthetics, Lighting, Security
- **Park Space**
Current Acreage = 115 acres Future Need (2027) = 165 acres (+50)
- **Population Proximity to Existing Parks**
More than a 15 Minute Walk for Two Quadrants of the City
- **Trails & Connectivity**
Connecting Neighborhoods to Parks and Parks to Each Other
- **Existing Recreation Complex Upgrades**
Swimming Pool, Soccer Complex, Little League Complex
- **Indoor Recreation Facility**
Identified as a Recreational Need in the 2017 Citizen Survey



Level of Service Challenges

Recreation Programming Challenges:

- **Youth Sports/Activities**
Support Existing (soccer/baseball), Expand Offerings, Aquatics, Camps
- **Adult Sports/Activities**
Non-existent
- **Recreation Leagues**
Facilities, Referees, League Supervision



Current Park Facilities Analysis

Nine Existing Developed Parks:

- **Existing Parks Facilities**
Generally Old and Need Replacement (Restrooms, Picnic tables, Play Structures, Bridges, Swing Sets, Way Finding)
- **Trails & Connectivity**
4 Parks are Connected by Trails (Pecos, Navarro, Arredondo, City Park)
- **Safety and Security**
Need to be Improved (lighting, cameras, locking restrooms)
- **Increase Shade and Seating**
Trees, Shade Structures, Benches, Picnic Tables



Priorities for Development

Short Term:

- **Renovate Existing Park Facilities** (create plans for each park -rank ordered)
-City Park, Lions Park, Soccer Complex, Maple Park, Nueces Park, Pecos Park, Braun Park, Navarro Park, Arredondo Park.
- **Add Amenities to Existing Facilities**
Splash Pads, Seating, Shade, Trees, Trails, Lighting
- **Improve Athletic Fields**
Grading, Irrigation, Turf Grass, Seating, Lighting
- **Connections**
Trails and Sidewalks



Priorities for Development

Long Term:

- Aquatic Facility to Replace Existing Facility
- City Park Upgrades to Event Spaces and Amphitheater
- Indoor Recreation Facility



Funding for Short & Long Term Plans

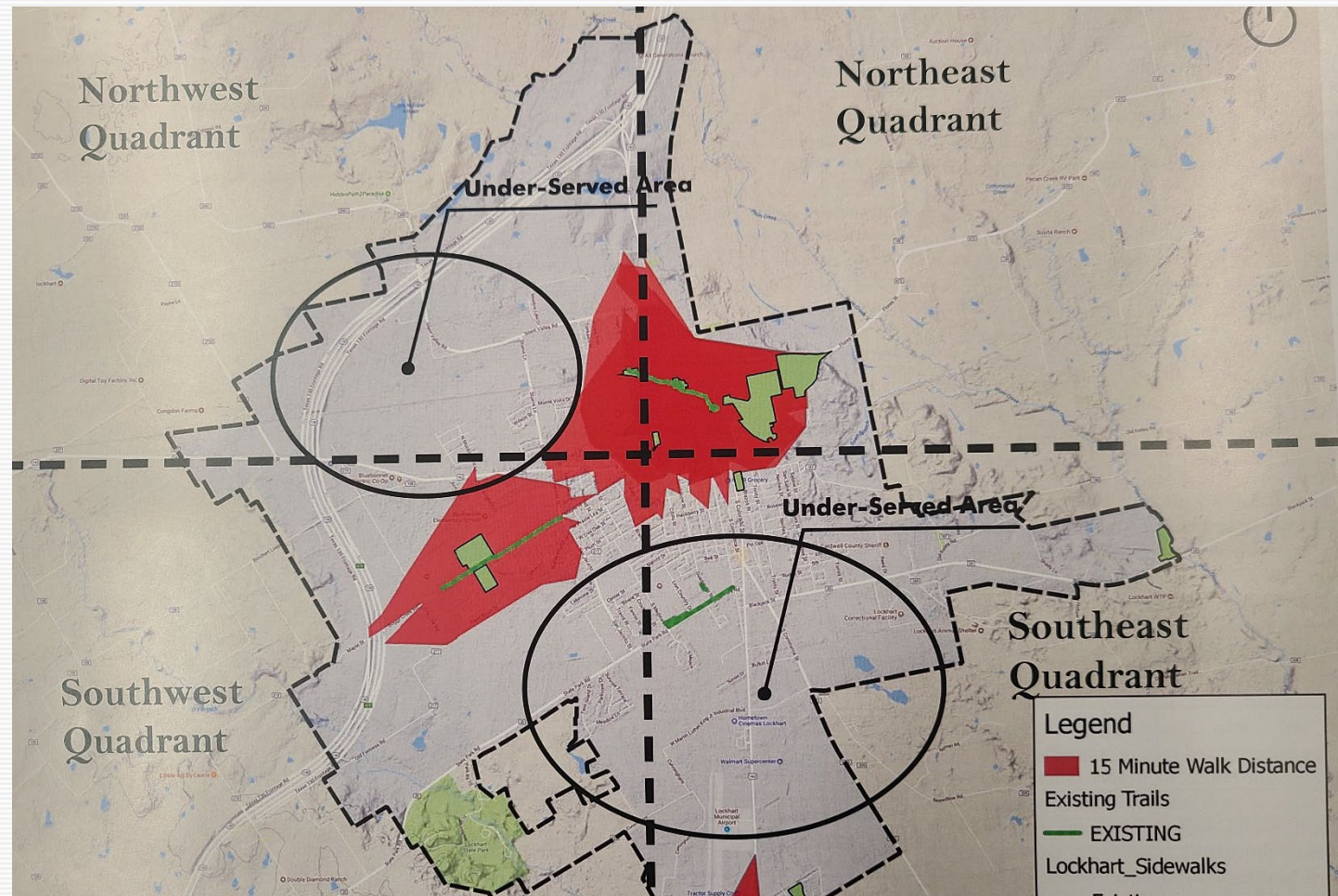
Sources:

- Bond Election
- Grants/Matching Funds
- Partnerships
- Donors

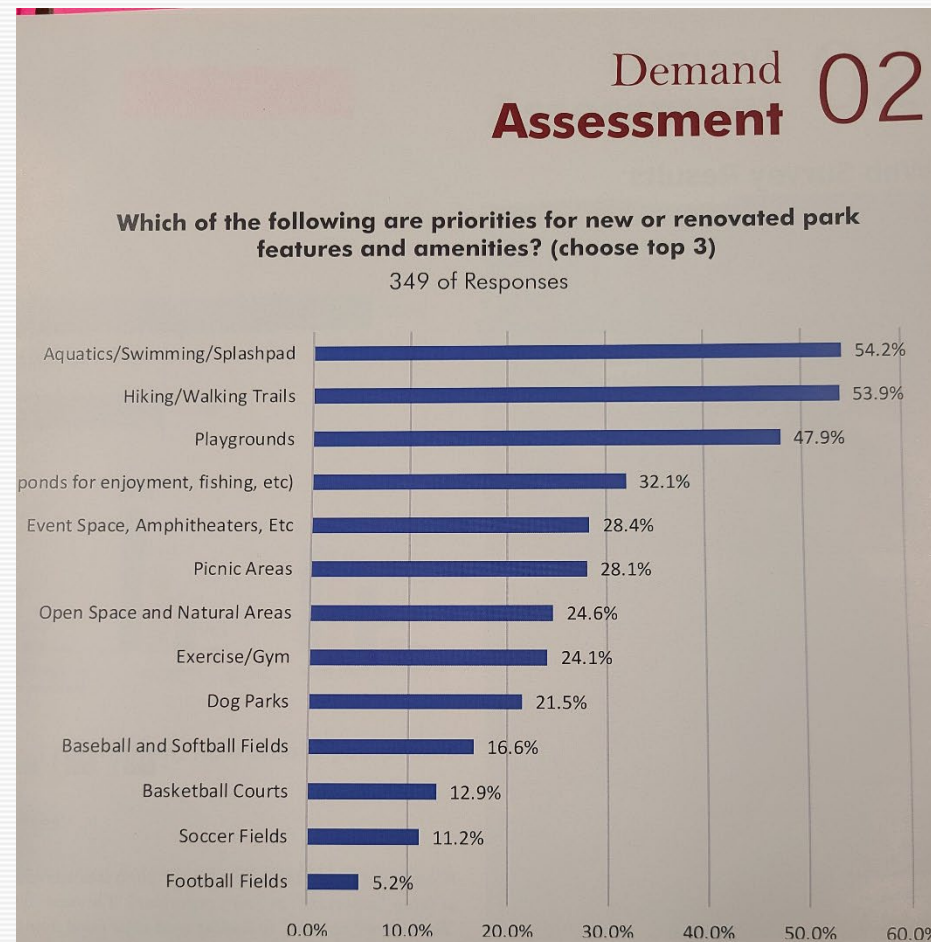
City Park Event Area



Underserved Quadrants of Lockhart



Priorities from 2017 Survey

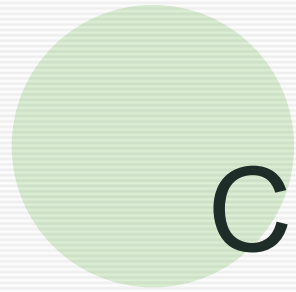


Navarro Park Amenities in Fair Condition



Navarro Park





City Branch Creek





Trail Head at Pecos Park



Aging Picnic Structure



Pecos Park Mixed Ageing Amenities



Large Pavilion Structure Example



Large Pavilion Structure Example



Medium Pavilion Example



Medium Pavilion Example



Medium Pavilion Example



Medium Pavilion Example



Small Pavilion Example



Picnic Table Shade Example



Picnic Table Shade Example



Picnic Table Shade Example



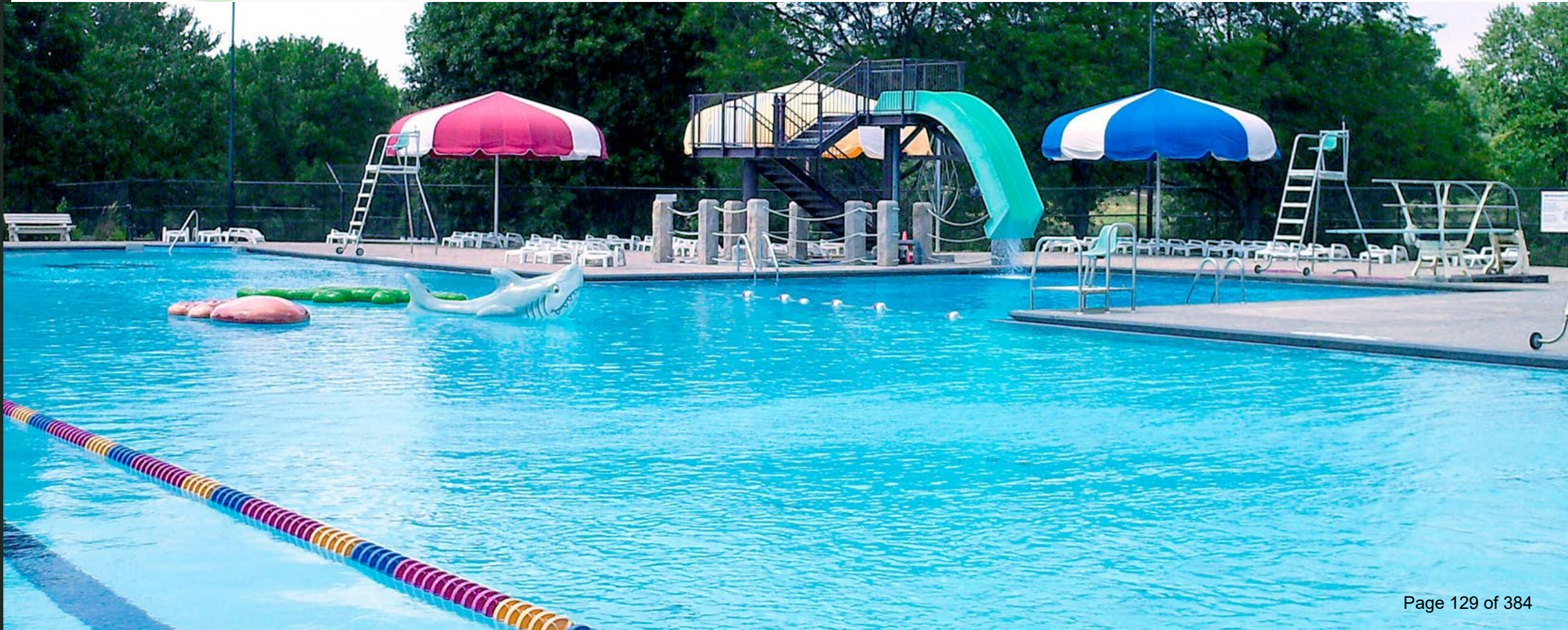
Picnic Table Shade Example



Outdoor Pool with Multiple Amenities



Outdoor Pool with Multiple Amenities



Outdoor Pool with Multiple Amenities



Indoor Pool Example



Indoor Pool Example



Amphitheater Example



Ballfield Dugout Example



Rubberized Playground Surface Example



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion regarding sidewalk rehabilitation and replacement projects for Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Staff have received increasing inquiries about sidewalk replacement and maintenance. For the last several months, City Council and staff have considered potential ordinances and programs to address deficient sidewalks throughout the city. However, no specific policy has been adopted. Staff have also inventoried and assessed deficiencies in sidewalks using criteria similar to surrounding municipalities.

During the City Council meeting held on May 17, 2022, the Council designated projects that would be funded by way of a tax note. Those projects included replacing/repairing deficient sidewalks that are in the most critical need for repair, in the amount of up to \$350,000 from the tax note. Addressing the suggested repairs from staff's initial assessment will bring a number of the sidewalks in Lockhart to comply with conventional standards and ease future sidewalk maintenance needs.

PROJECT SCHEDULE (if applicable): FY 2022- 2023

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$350,000

Account Number: 100-5633-935-00

Funds Available: \$350,000

Account Name: Sidewalks

FISCAL NOTE (if applicable): Funds were added to 2022-23 Annual Operating Budget after issuing Series 2022 Tax Note.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends authorizing staff to proceed in a formal bidding process to replace and rehabilitate sidewalks documented as deficient in the initial sidewalk assessment.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Sidewalk Rehabilitation and Replacement Projects
22-23

Sidewalk Rehabilitation and Replacement Projects

2022-2023

Initial Sidewalk Deficiency Assessment

- There are over 28 miles of public sidewalks within the City were inventoried
- Staff has identified 3,412 linear feet of concrete sidewalks and 25 ramps of deficiencies that meet the proposed sidewalk deficiency criteria. The estimated cost to repair these prioritized deficiencies is \$353,000 excluding engineering: geo-tech, driveways, contingencies ROW/easements, legal services and surveying.
- City Council appropriated \$350,000 to use towards replacements and rehabilitation of the deficient sidewalks determined in the initial assessment

Projects Eligible During the Assessment

- Only existing sidewalks located in public right-of-way or dedicated sidewalk easements including single family neighborhoods, condominiums, town homes and commercial establishments
- Sidewalks containing 1 ½" or greater vertical trip hazards between panels, 1" or greater width separation between panels, and/or structural damage through the entire depth of the sidewalk panel

Projects Not Considered During Initial Assessment

- Sidewalks that do not connect to any other sidewalks
- Cosmetic damage that are neither structural failures or trip hazards
- Sidewalk in the Central Commercial Business District that potential will be affected by the Downtown Revitalization Project

How Were Projects Prioritized?

- Safe Routes To Schools
- Parks
- Arterial/Collector Streets
- Areas with high pedestrian traffic (Shopping, Medical)
- Major trip hazards “Worst-First”

What Happens Next?

- The City would bid the project package to obtain the best price through competitive bidding
- The City coordinates installation and inspects all work
- Sidewalks and ramps would be constructed to 4" minimum with #3 rebar
- Work anticipated to take place Spring 2023

Sidewalk Replacement Candidates



Sidewalk Replacement Candidates



Sidewalk Replacement Candidates



Sidewalk Ramp Replacement Candidates



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Strey submitted an application to serve on the LEDC on August 2, 2022. Councilmember Bryant requested that the nomination be placed on the agenda to appoint Ms. Strey to the LEDC.

After review of the application, she meets the qualifications to serve on a city board and for the LEDC.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Application, Yolanda Strey board qualification checklist

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Yolanda C. Strey		Preferred Name Yolanda Strey	
Physical Home Address 505 Blakes Cove			
Mailing Address (if different)			
City Lockhart	State Texas	Zip 78644	
Home Phone 512-203-4620		Work Phone 512-516-5878	
Mobile Phone 512-203-4620			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☒ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Lockhart Economic Development Corp. Board. I have been a public servant in state government for 25+ years. Most of my career has been in areas of business development, strategic planning, contract management, procurement, construction/development and diversity and inclusion programs. I am an expert in forging partnerships that lead to new business development opportunities for small business and communities. I am eager to volunteer my time and bring my knowledge and expertise to this board.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- 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.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Digitally signed by Strey_Y
Date: 2022.08.02 21:18:14 -05'00'

08/2/2022

Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

APPLICANT'S NAME: Yolanda Strey**BOARD NAME(S):** Lockhart Economic Development Corp.

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**LEDC**

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

CURRENT LEDC MEMBER ROSTER

First	Last	Title	Address	Council Member	Date Appt	Exp (Nov)
Doug	Foster		1314 Clearfork St.	Jeffry Michelson	11/17/2020	2022
Alan	Fielder	Chair	119 S. Main	Mayor White	1/19/2021	2023
Juan	Alvarez, Jr.		600 Pearl	Juan Mendoza	12/21/2021	2023
Alfredo	Munoz		1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	Vice-Chair	407 W. China St.	Brad Westmoreland	2/4/2020	2022
David	Bryant		1525 Shenandoah Cove	David Bryant	9/21/2021	2023
Sally	Daniel		113 E. San Antonio St., Apt. A	Kara McGregor	1/5/2021	2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discuss the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Hughes submitted an application to serve on the Airport Advisory Board on December 14, 2021. Councilmember McGregor requested that the nomination be placed on the agenda to appoint Mr. Hughes to the Airport Board.

After review of the application, Mr. Hughes meets the qualifications to serve on a city board and on the Airport Board..

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Thomas Hughes - Airport Bd application

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Thomas Hughes E-mail: ThomasHXL1@Gmail.com

ADDRESS: 2345 Westwood Rd HOME#: —

lockhart tx 78644 WORK#: 512 488 2214

OCCUPATION: Operations Manager CELL# 386 748 4903

EDUCATION (optional): —

How long have you been a resident of Lockhart? 3 years

Are you a qualified voter of the City? Yes ☒ No ☐ VOTER REG. #: —

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: —

ADDITIONAL PERTINENT INFORMATION/REFERENCES: Current pilot for the last 10 years, Airplane owner, familiar with Airport operations

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:
(Please limit your selection to no more than three. List in order of preference: 1,2,3)

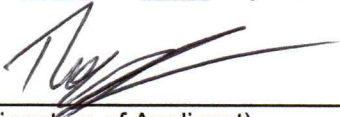
☒ Airport Advisory Board	☐ Electric Board
☐ Board of Adjustments & Appeals	☐ Historic Preservation Commission
☐ Construction Board of Appeals	☐ Library Board Advisory Bd.
☐ Economic Development Revolving Loan	☐ Parks and Recreation Advisory Bd.
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission

Do you serve on any other board/commission/committee at this time? If so, please list: —

Do you have any relative working for the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from any other governmental body?
Yes ☐ No ☒ If yes, what type? —


(Signature of Applicant)

12/8/2021
(Date) **RECEIVED**

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644
cconstancio@lockhart-tx.org

DEC 14 2021

If you have any questions, please contact the City Secretary's Office at [512-398-3461](tel:512-398-3461) **CITY OF LOCKHART**
CITY SECRETARY'S OFFICE

APPLICANT'S NAME: Thomas HughesBOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: n/a Caldwell County resident
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: n/a Caldwell County resident
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO N/A
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO N/A
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**Airport Advisory Board**

- ☒ Y or ☐ N Flight rated?
Five members must be flight rated.
Current # members flight rated? _____
- ☐ Y or ☒ N City Resident?
☒ Y or ☐ N If no, Caldwell County resident?
Two county residents allowed to serve.
Current # members county residents? 1
- ☐ Y or ☒ N Has 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? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. 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 Board. The 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. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

☒ NO

DISCRETION OF THE COUNCIL

NOTES:

As of Aug 12, 2022, Airport Bd has
one member that resides outside city limits
in Caldwell County

CURRENT AIRPORT BOARD MEMBERS

8-12-22

First Name	Last Name	Board Position	Address	City or County resident?	Flight Certified Past/Now	Council Member	Date Appt	Exp
Benny	Hilburn		508 Nixon St.	City	Yes	Mayor White	3/1/2022	2023
Andrew	Reyes		241 Acorn Rd.	County	Yes	Angie Sanchez	1/7/2020	2022
VACANT - Jan 2022	Chandler moved out of Lockhart					Kara McGregor		
Daniel	Koehler		213 Sunshadow Dr.	City	Student pilot	David Bryant	4/5/2022	2022
VACANT	Burrier (resigned 7-1-22)	Vice-Chair				Juan Mendoza		2022
Jake	McCullough	Chair	416 Summerside Ave.	City	Yes	Jeffry Michelson	1/18/2022	2024
Jason "Tex"	Cordova		936 W. Prairie Lea	City	No	Brad Westmoreland	2/4/2020	2022

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On July 19, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is a result of increased COVID cases.

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: History of COVID information updates, GA-38, GA-39, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40, Memorandum COVID19 level medium

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On **May 26, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On **July 19, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is due to an increase in COVID cases in the county.



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

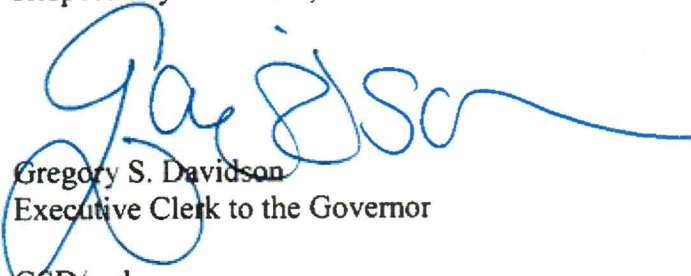
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to 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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

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

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

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

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

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

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

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.

- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:55pm O'CLOCK

JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:24 PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

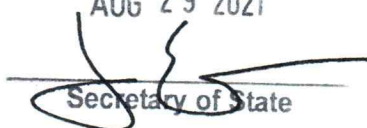


GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021


Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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 issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

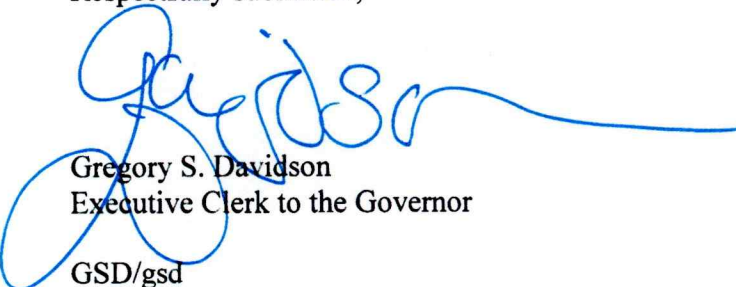
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

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

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:



JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza
From: Steven Lewis, City Manager
Date: June 2, 2022
Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- ☐ Low Risk
 - ☐ Stay up-to-date with COVID vaccines
 - ☐ Get tested if you have symptoms
- ☐ Medium Risk

- ☐ Same precautions as low risk and:
 - ☐ Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- ☐ High Risk
 - ☐ Same precautions as medium risk and:
 - ☐ Wear a mask indoors in public
 - ☐ Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on applications ZC-22-08 and PDD-22-01 by James Travis Krause on behalf of Patton 3, LLC and discussion and/or action to consider Ordinance 2022-37 for a **Zoning Change** from *RLD Residential Low Density District* to *PDD Planned Development District*, including a PDD Development Plan for Lockhart Place Townhomes Planned Development, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20) ***Postponed on July 5, 2022, to August 16, 2022.***

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: James Krause, the applicant, proposes a zoning change and development plan for 19.798 acres of land on the east side of Patton Road, and between State Park Road and Center Street, from RLD to PDD. The property is addressed as 903 State Park Road. The proposal is to build a townhouse development. This agenda item encompasses both ZC-22-08 for the zoning change and PDD-22-01 for the development plan, as listed in the public hearing notice for consideration at this meeting.

The Planning and Zoning Commission considered the zoning change and PDD development plan at its June 22, 2022 meeting. As submitted, the project had 246 townhouses, mostly on 20-foot by 90-foot lots. The proposed development was two and three-story townhouses with one and two car garages. Among the notable features in the proposed development were an internal network of local streets resulting in eight connections to outside streets and the upgrading of Patton Road into a collector. Patton Road would be the location of the development's intersection with State Park Road (FM 20), so the development would not have a direct entrance to the busy, high-speed road. The development was designed to minimize negative external visual impact, with no garages fronting on Patton or Center Streets and only two-story units backing to the homes on the west side of San Jacinto Street. The proposed layout also included a central park space and greenbelts with mid-block walkways throughout the development. The dedicated amenity and park lots are proposed to be city-owned but maintained by the project's homeowners association (HOA). After the public hearing, the Commissioners described what they believed were issues with the development's proposed density adding so many residential units to the area. After much discussion with the applicant, the commission voted to recommend approval of the Zoning Change and PDD development plan subject to the condition that the development be redesigned to have a maximum density of 10 units per acre (the original proposed density had been approximately 12.5 units per acre), while addressing several technical comments city staff had made regarding the PDD plan, Subdivision Development Plan, and Preliminary Plat submissions.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The applicant has resubmitted the PDD Plan to have 198 residential units on 19.798 acres, or 10.001 units/acre. With the lower density, each townhouse unit became wider, with a building width of 22 feet, as opposed to the original 20 foot width. The reduced density has also resulted in the deletion of any residences from the block that is the site of the project's central park area, making the entire block a park and detention area. The other effect of the reduced density is to make the corner lots much wider, allowing for larger lot widths and side setbacks for the corner units. Several residences that would have had narrow street frontages at the southeast corner of Roku Lane and Michelle Avenue were also eliminated in the redesign of the PDD plan.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Approval of the ordinance will allow for the development of 198 residential units, which will generate building permit and property tax revenues while also expanding city infrastructure in the form of parkland, utility lines, and city streets, including the reconstruction of Patton Road.

PREVIOUS COUNCIL ACTION: At the July 5 City Council meeting, the public hearing was postponed until August 16, 2022.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval of the Zoning Change and the PDD plan subject to the condition that the project's overall density was reduced to 10 units per acre and that the townhouses' driveways were clustered to allow for more on-street parking.

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVAL of Ordinance 2022-37, including applications ZC-22-08, changing the zoning from RLD Residential Low Density District to PDD Planned Development District, and PDD-22-01, the PDD Development Plan, for 19.798 acres located at 903 State Park Road (FM 20).

LIST OF SUPPORTING DOCUMENTS: zc2208 and pdd2201 ordinance, zc2208 and pdd2201 exhibit A, ZC2208 case map, ZC2208 aerial, ZC2208 zoning, ZC2208 future landuse, zc2208 staff report--council, Lockhart Place Townhomes PDD Dev. Plan Sheet 1 (8-11-22), Lockhart Place Townhomes PDD Dev. Plan Sheet 2 (8-11-22), Lockhart Place Townhomes PDD Design and Amenities Pamphlet (8-11-22), ZC2208 application--updated 7-1-22

ORDINANCE 2022-37

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 19.798 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 903 STATE PARK ROAD (FM 20), FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE ADOPTION OF A PDD DEVELOPMENT PLAN FOR LOCKHART PLACE TOWNHOMES PLANNED DEVELOPMENT.

WHEREAS, on June 22, 2022, 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-22-08 and PDD Development Plan PDD-22-01 as 19.798 acres in the Francis Berry Survey, Abstract No. 2, more particularly described in Exhibit "A" and located at 903 State Park Road (FM 20), will be reclassified from RLD Residential Low Density District, to PDD Planned Development District, including by-reference adoption of a PDD Development Plan for Lockhart Place Townhomes Planned Development.
- 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 16th DAY OF AUGUST, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

EXHIBIT A

JDS SURVEYING, INC.

**T.B.P.E.L.S. Firm Registration No. 10194118
159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333**

19.798 ACRES

All that certain lot, tract or parcel of land located within the Frances Berry Survey, Abstract No. 2 of Caldwell County, Texas, being all of the residue of a called 8.30 acre tract as described in a deed from Roy G. Perez and Minnie Perez to Patton 3, LLC, dated June 25, 2021 and recorded in Document No. 2021-004842 and all of a called 16.512 acre tract of land as described in a deed from Gabriel Zavala, et al to Patton 3, LLC, dated June 25, 2021 and recorded in Document No. 2021-004843, both of the Official Public Records of Caldwell County, Texas, and this 19.798 acre tract being more fully described as follows:

BEGINNING at a 2" Iron Pipe in concrete found in the Northwest right-of-way line of Farm-to-Market Road No. 20 at the South common corner of said residue of a called 8.30 acre tract and Block 8 of the Parkway Subdivision, Section V according to the plat of said subdivision as it appears of record in Cabinet A, Slide 60 of the Plat Records of Caldwell County, Texas;

THENCE South 59 deg. 12 min. 28 sec. West, with the Northwest right-of-way line of said Farm-to-Market Road No. 20, a distance of 83.58 feet to a 3/4" Iron Rod Found at the South common corner of said residue tract and said 16.512 acre tract;

THENCE South 58 deg. 18 min. 49 sec. West, continuing with the Northwest right-of-way line of said Farm-to-Market Road No. 20, a distance of 410.61 feet to an Axle Found at the intersection of said Northwest right-of-way line with the East right-of-way line of Patton Road, same being the Southwest corner of said 16.512 acre tract;

THENCE North 31 deg. 17 min. 35 sec. West, with the East right-of-way line of said Patton Road, a distance of 1,750.12 feet to a 1/2" Iron Rod Found at the intersection of the East right-of-way line of said Patton Road with the South right-of-way line of Center Street, same being the Northwest corner of said 16.512 acre tract;

THENCE North 58 deg. 50 min. 37 sec. East, with the South right-of-way line of said Center Street, a distance of 410.54 feet to a 3/4" Iron Rod Found at the North common corner of said 16.512 acre tract and said residue tract;

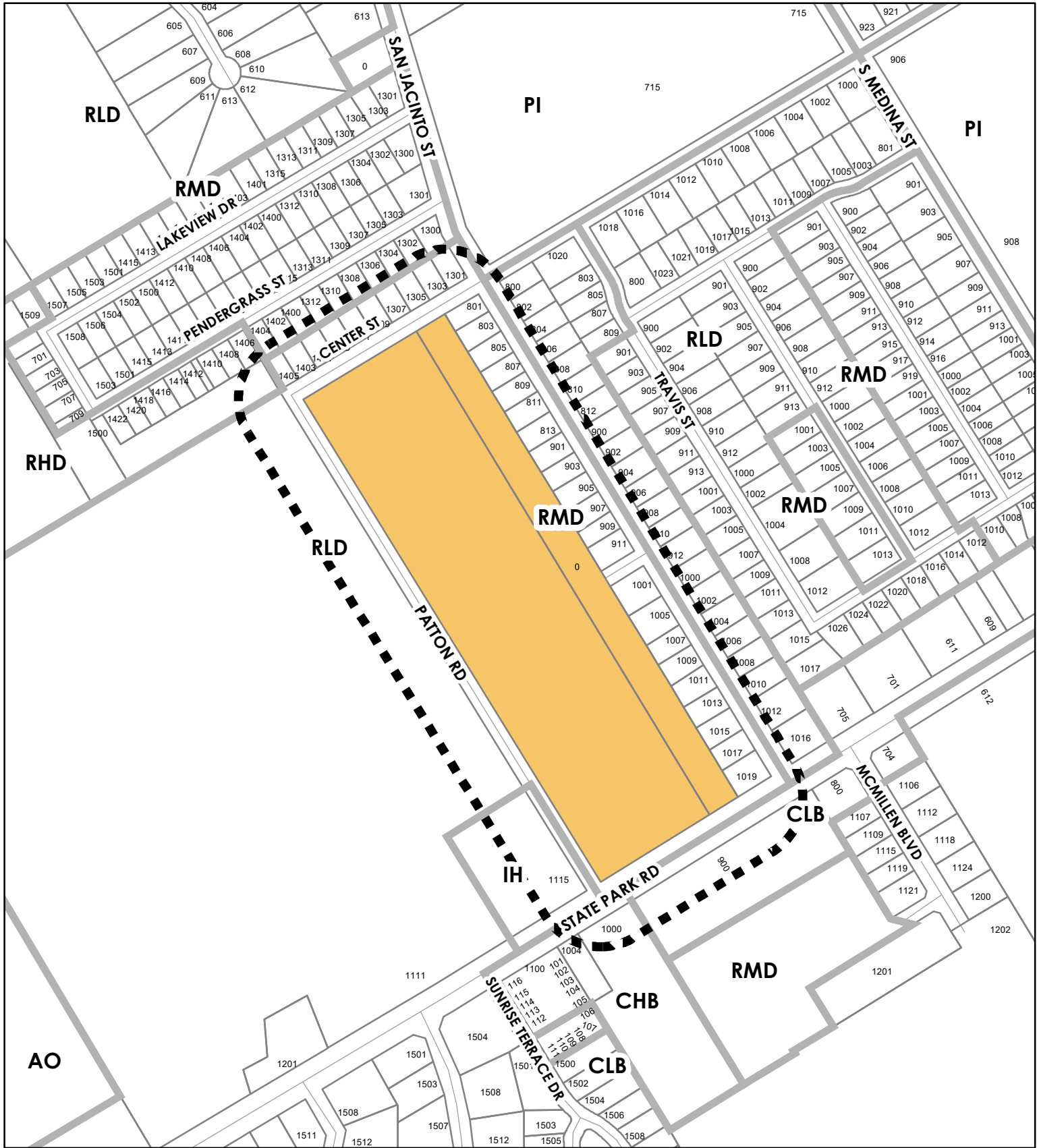
THENCE North 59 deg. 25 min. 00 sec. East, continuing with the South right-of-way line of said Center Street, a distance of 82.07 feet to a 2" Iron Pipe in concrete found at the North common corner of said residue tract and said Parkway Subdivision, Section V;

THENCE South 31 deg. 20 min. 41 sec. East, with the common line of said residue tract and said Parkway Subdivision, Section V, a distance of 1,746.04 feet to the **POINT OF BEGINNING AND CONTAINING 19.798 ACRES OF LAND, MORE OR LESS.** See Plat for Patton Road Townhomes prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX South Central Zone – NAD 83). I, Ryan J. Maxfield, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of August, 2021.

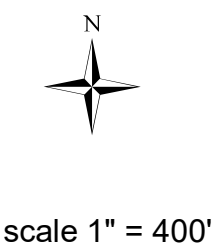
GIVEN UNDER MY HAND & SEAL, this the 17th day of February, 2022.


Ryan J. Maxfield
Registered Professional Land Surveyor
State of Texas No. 6763

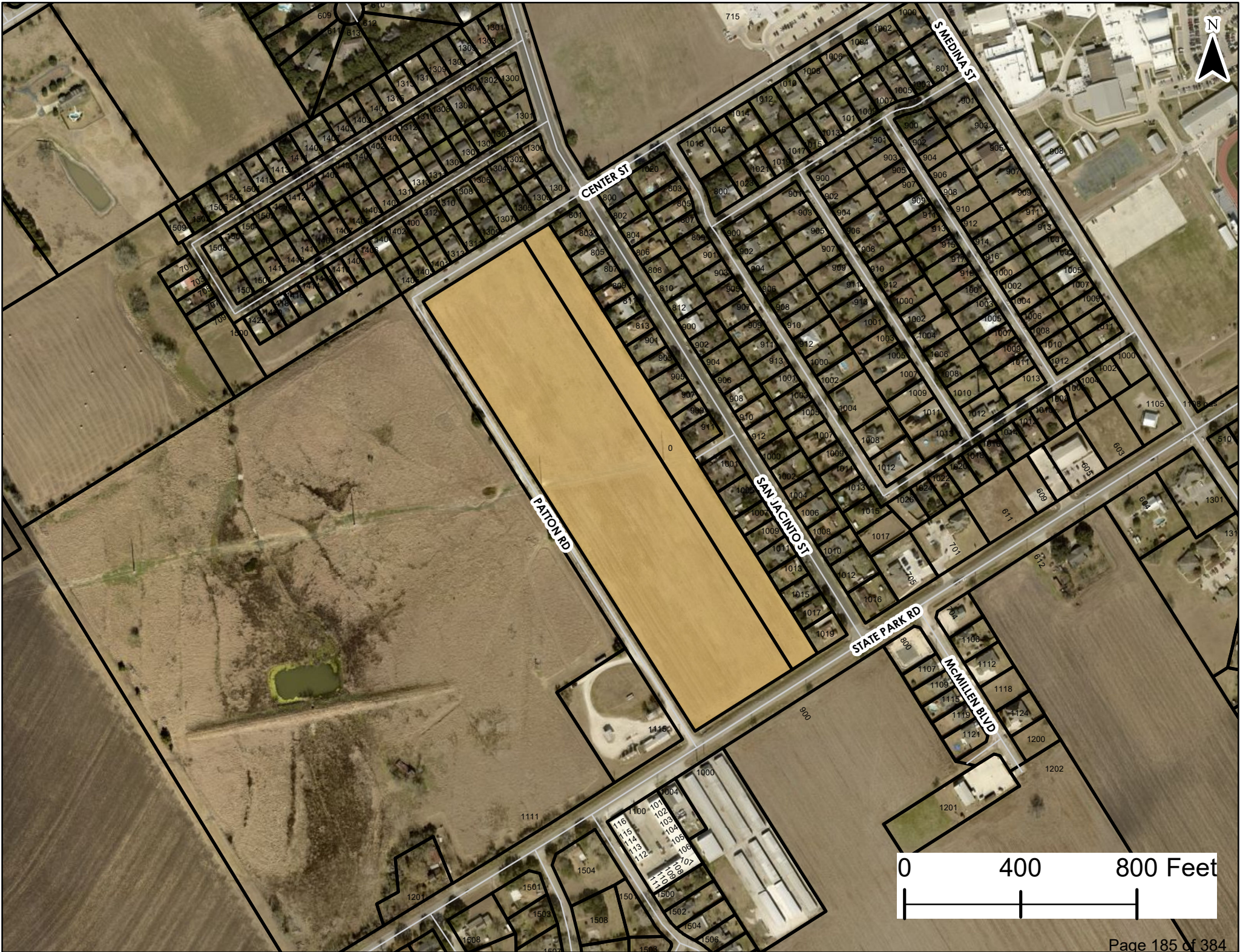


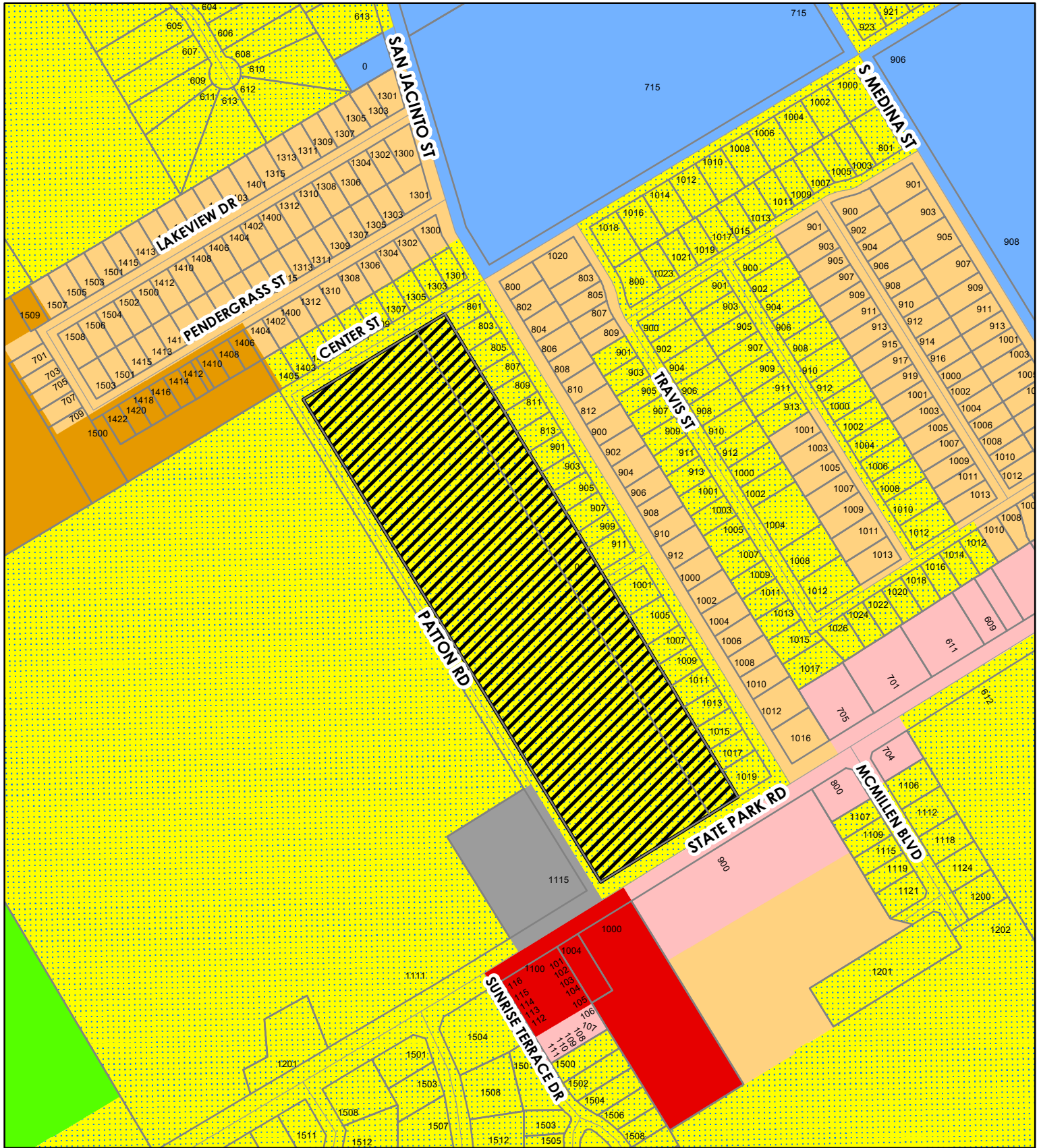


ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD

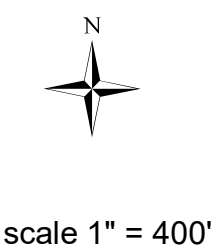


- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER

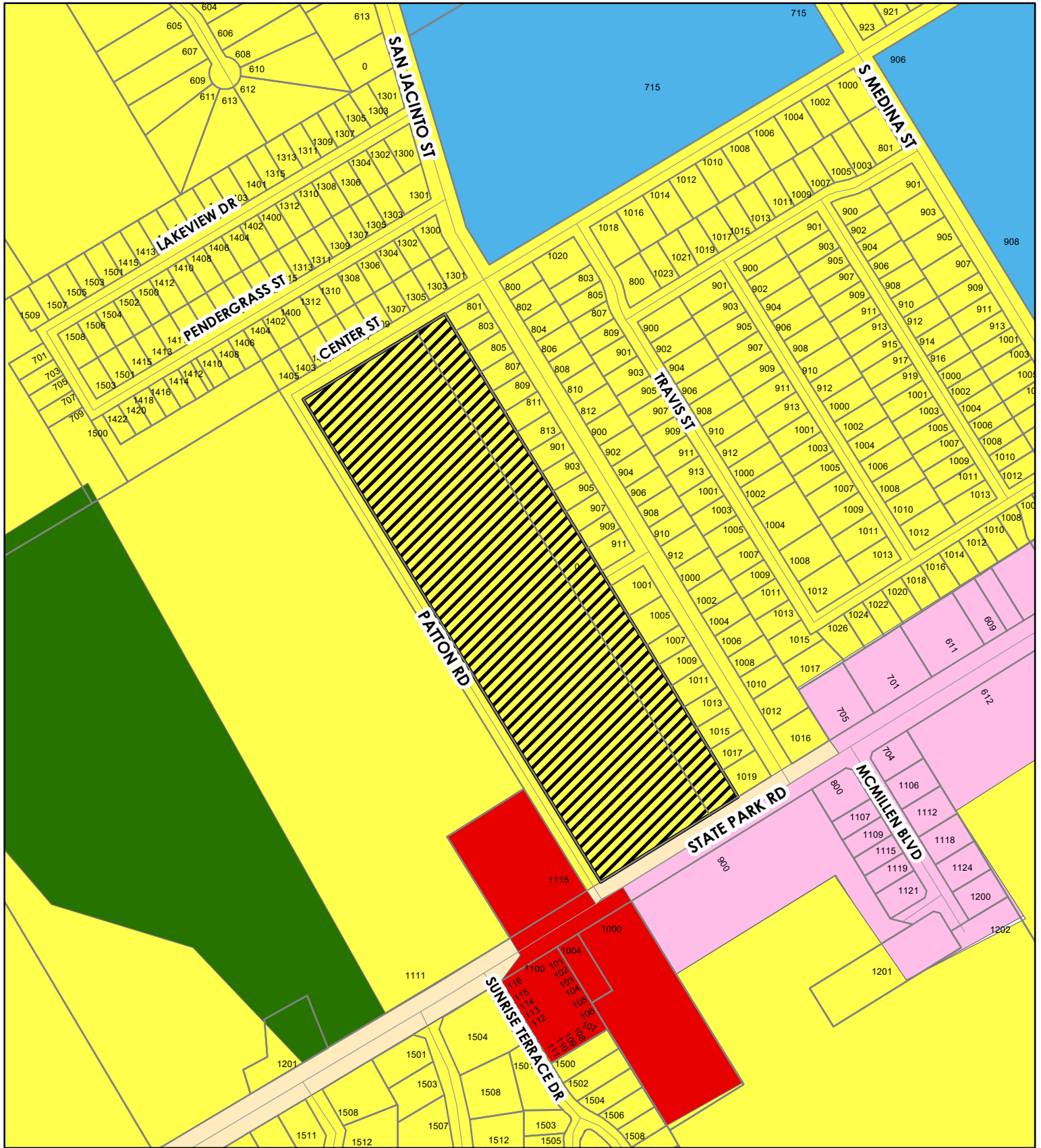




ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD



- ZONING DISTRICTS**
- AGRICULTURAL-OPEN SPACE
 - COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - INDUSTRIAL HEAVY
 - PUBLIC AND INSTITUTIONAL
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

RLD TO PDD

903 STATE PARK RD



scale 1" = 400'

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- LIGHT-MEDIUM COMMERCIAL
- PARKS AND OPEN SPACE
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY

CASE SUMMARY

STAFF: David Fowler, Senior Planner

CASE NUMBERS: ZC-22-08, PDD 21-01

REPORT DATE: August 11, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: June 22, 2022

CITY COUNCIL HEARING DATE: August 16, 2022

REQUESTED CHANGE: RLD to PDD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval with conditions**

BACKGROUND DATA

APPLICANT: James Travis Krause

OWNER: Patton 3 LLC

SITE LOCATION: 903 State Park Road (FM 20)

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 19.798 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Low Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The zoning application, along with the accompanying PDD plan, proposes to create a Planned Development District for a townhouse development. A PDD is the only way to achieve typical modern townhouse design in Lockhart, due to the restrictive nature of the townhouse standards in the conventional zoning districts.

PROPOSED DEVELOPMENT: The planned layout includes 198 residential lots. Each townhouse would be on a separate lot fronting on a public street. The typical planned residential lots are 22 feet wide and 90 feet deep. Corner and end lots are shown as at least 32 feet wide. All lots will front on streets that would have minimum 50-foot-wide rights-of-way. The existing Patton Road right-of-way would function as the site's collector street leading to State Park Road. No driveways are shown directly accessing Patton Road, nor do any garages or driveways face the neighboring residences on the north side of Center Street. All streets will have sidewalks on both sides. Additionally, there is a network of sidewalks located between the rows of houses.

The residential lots are shown as being the sites of townhouses two or three stories in height with building footprints measuring 22 feet by 50 feet. The homes would have either one or two-car garages, depending upon the lots' street orientation. The applicant has agreed to limit the height of the row of houses abutting the existing residences along San Jacinto Street to two stories. On blocks 5 and 7, the lots are oriented so the units' front doors open onto a shared public space. Including driveway spaces, each unit will have at least the two off-street parking spaces required of a three-bedroom townhouse. Additional parking will be available on the streets that do not have front-loading garages. Because many of the blocks have garages facing the streets, staff was concerned that the development as originally submitted may have a shortage of on-street parking for visitors or additional cars residents may own. To address that issue, the PDD plan layout was revised to cluster the driveways and garages on the lots to create on-street parking between driveways.

The PDD development plan shows amenities including a large central open space area, dog run, playscape and several internal courtyards and sidewalks. The open space and amenity lots are proposed to be dedicated to the city but maintained by the homeowners association (HOA). The attached PDD design document shows six-foot fencing and a row of trees to screen the new townhouses from the existing houses along the west side of San Jacinto Street.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Single-family dwellings, vacant land school	RLD, RMD, RHD, PI	<i>Medium Density Residential, Public and Institutional</i>
East	Single-family residential	RLD, RMD	<i>Low Density Residential</i>
South	Self-storage, retail, vacant land	CMB, CHB, RMD	<i>Light-Medium Commercial, General-Heavy Commercial, Residential Low Density</i>
West	Industrial, vacant Land	IL, RLD,	<i>Medium Density Residential, General Heavy Commercial</i>

TRANSITION OF ZONING DISTRICTS: Because PDD is not a conventional zoning classification, the basis for comparison to other zoning districts would be the development plan, which in this case shows 198 townhouse dwellings for a density of 10.001 units per acre. This density would be denser than a typical single-family detached neighborhood, but less dense than a multi-family complex. The subject project is residential, which is compatible with much of the surrounding conventional zoning districts. The project's density of slightly over 10 units per acre is at the lower end of typical townhouse residential project densities. With six different zoning classifications currently in the area around the subject property, there isn't any zoning classification, either PDD or conventional district, that would make a perfect transition on all sides.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be provided primarily via Patton Road, which will be improved to a collector street with a 60-foot right-of way. The development's internal streets will be 50-foot rights-of-way, with six connections to Patton Road and one connection to Center Street. Westward Drive, an existing stub street connecting to San Jacinto Street, will continue through the development, eventually terminating at Patton Drive. The subdivision has been designed to avoid direct entrance from State Park Road, which should help reduce through traffic within the subdivision. The site has access to 6 and 12-inch water lines on surrounding streets and along the site's eastern property line. Nearby wastewater includes 6 and 10-inch wastewater lines on adjacent and nearby streets. The project's water and wastewater infrastructure is subject to approval by the city engineer.

POTENTIAL NEIGHBORHOOD IMPACT: The properties to the west of the subject property, across Patton Road, include one in industrial use, and the other a much larger, mostly vacant parcel with a few small outbuildings. To the north, across Center Street, is the developed Lakeview Subdivision. The adjacent properties to the east include those within the Parkway Subdivision. To the south, across State Park Road, is the proposed Ramendu Subdivision, a mixture of residential and commercial uses. Adverse traffic impacts will be partially mitigated through the use of Patton Road to State Park Road as the primary streets used to provide access to areas outside of the subdivision. However, due to the nearby location of elementary and high schools, the subdivision would create both pedestrian and vehicle traffic through the existing neighborhoods to the north and east. TxDOT may require a Traffic Impact Analysis and traffic safety improvements to mitigate effects of the development.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed PDD zoning is not consistent with the *Low Density Residential* designation for the property on the Future Land Use Plan map. The PDD will be considerably more intense than the site's low density residential designation, resulting in an increase in terms of density.

ALTERNATIVE CLASSIFICATIONS: The site's current RLD zoning is consistent with the Future Land Use Plan map. However, the proposed townhouse development would not be possible in any of the city's standard zoning districts.

FORM AND CONTENT: The PDD Development Plan conforms to all minimum requirements for form and content.

COMPLIANCE WITH STANDARDS: The proposed development will comply with all applicable subdivision standards, including sidewalks, utilities, stormwater drainage, signage, and parkland.

ADDITIONAL REQUIREMENTS: The applicant will need to work with TxDOT to see whether a Traffic Impact Analysis will be required.

RESPONSE TO NOTIFICATION: At the May 25th Planning and Zoning Commission meeting, at which the item was postponed, two residents asked questions regarding the proposed development. At the hearing held June 22, three residents spoke regarding the proposed project. All had concerns regarding parking, traffic, and drainage. The commissioners recommended approval with the conditions that the project's density was reduced from the proposed 12.5 units per acre to 10 units per acre, and that driveways are clustered to maximize on-street parking. The vote was 4-1 in favor of approval. The Planning and Zoning Commission also approved the related Subdivision Development Plan and Preliminary Plat with conditions at the May 25th meeting.

STAFF RECOMMENDATION: City Planning Staff recommends approval of ZC-22-08 and PDD-22-01, as the site location and proposed layout represents a well-implemented townhouse concept. The proposed development will provide a housing option which is currently not offered in Lockhart. The townhouses should represent a more affordable way to own a home while minimizing many of the costs associated with home ownership. Staff recommends the following conditions of approval:

NOTE:
THE CITY WILL OWN, AND THE HOA WILL MAINTAIN, THE PARKLAND AND DETENTION AREAS WITHIN BLOCKS 4, 8 AND 10. THE HOA WILL OWN AND MAINTAIN THE GREENSPACE/TRAILS AREAS IN BLOCKS 2, 3 AND 5, AS WELL AS THE DETENTION/ GREENSPACE/PARK AREA IN BLOCK 7.

- A) DOG RUN
B) PLAYSCAPE
C) COMMUNAL SEATING
D) WALKING PATHS

LOCKHART PLACE TOWNHOMES PLANNED DEVELOPMENT DISTRICT

PROPOSED STRUCTURES HEIGHT MAX. THREE STORIES

NOTE:
FOUR-FOOT-WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG THE PATTON ROAD FRONTAGE, CENTER STREET FRONTAGE, AND ALL PARKLAND/GREENSPACE/DETENTION AREA STREET FRONTAGES. A FIVE-FOOT-WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE STATE PARK ROAD FRONTAGE. THESE SIDEWALKS SHALL BE CONSTRUCTED BY THE SUBDIVIDER, PRIOR TO RECORDATION OF THE FINAL PLAT FOR EACH PHASE. FOUR-FOOT-WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

NOTE:
A FINAL DECISION FROM TXDOT MAY AFFECT THIS PLAN AT A LATER DATE. THE DESIGN AND THE SUBMITTAL TO TXDOT HAS NOT TAKEN PLACE AS OF THE DATE OF THIS PLAN.

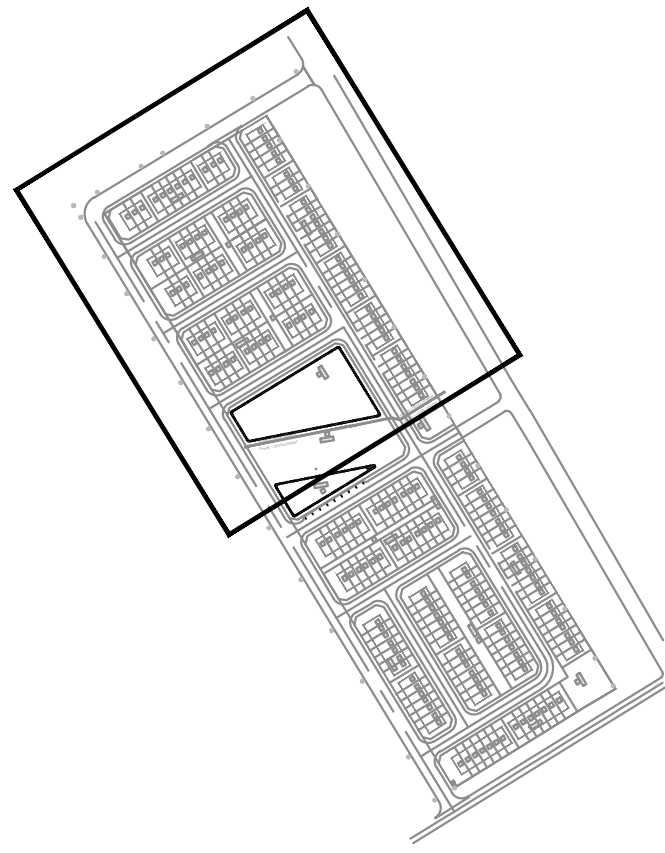
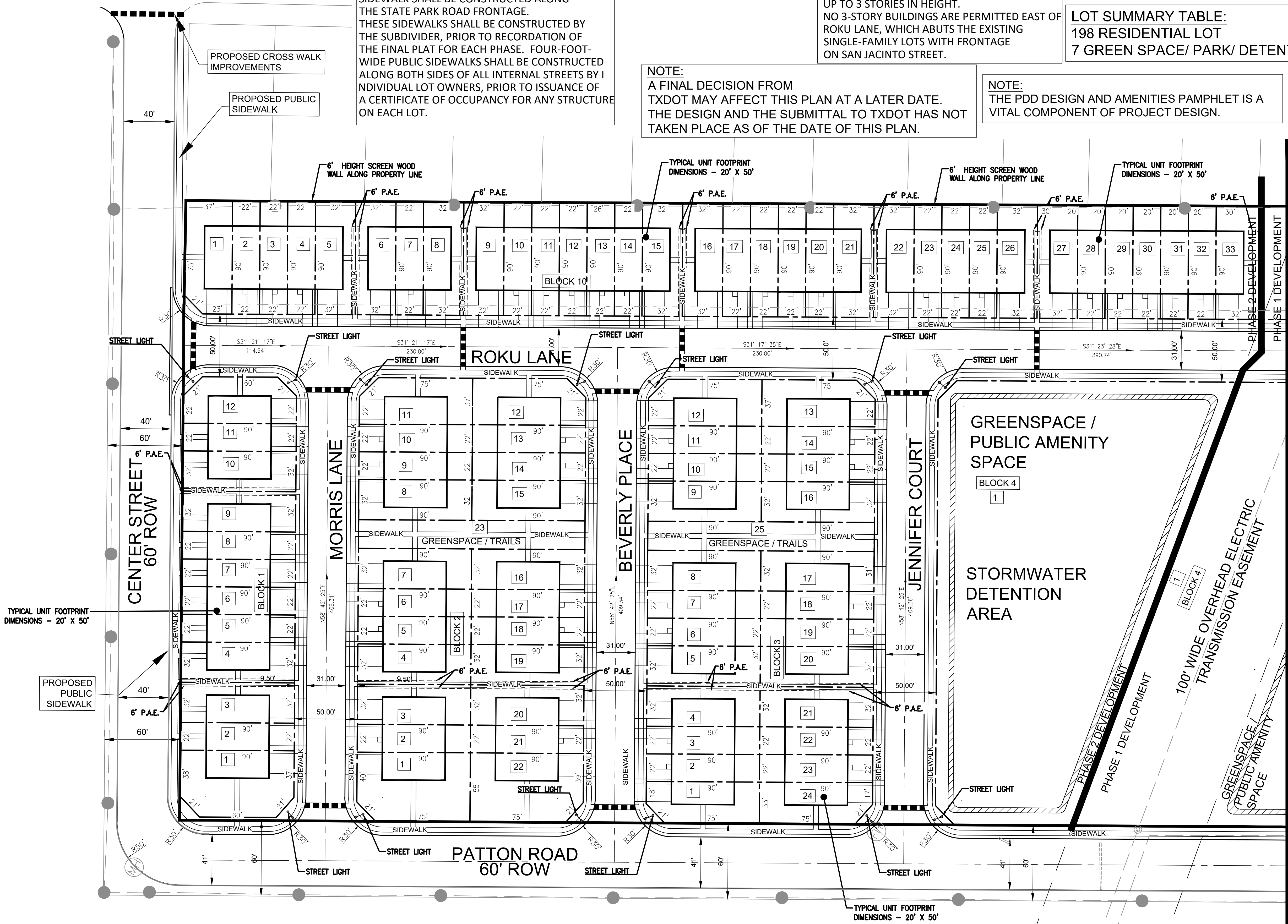
NOTE:
THE PAMPHLET INDICATES A BUILDING STYLE THAT CONSISTS OF 2 STORY BUILDINGS, FLOOR PLANS ARE NOT YET FINALIZED. FUTURE FLOOR PLANS WILL INCLUDE BUILDINGS UP TO 3 STORIES IN HEIGHT. NO 3-STORY BUILDINGS ARE PERMITTED EAST OF ROKU LANE, WHICH ABUTS THE EXISTING SINGLE-FAMILY LOTS WITH FRONTAGE ON SAN JACINTO STREET.

NOTE:
THE APPLICANT IS INVESTIGATING THE OPPORTUNITY TO OBTAIN AN OFFSITE DRAINAGE EASEMENT FOR STORM DETENTION PURPOSE.

NOTE:
EACH RESIDENTIAL LOT WILL PROVIDE EITHER A SINGLE OR DOUBLE CAR GARAGE.

LOT SUMMARY TABLE:
198 RESIDENTIAL LOT
7 GREEN SPACE/ PARK/ DETENTION

NOTE:
THE PDD DESIGN AND AMENITIES PAMPHLET IS A VITAL COMPONENT OF PROJECT DESIGN.



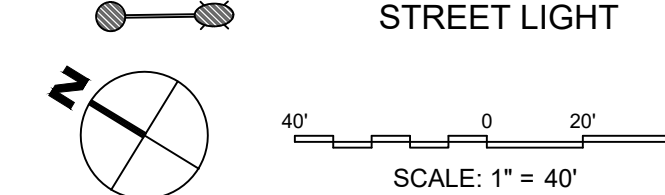
KEY MAP
N.T.S.
SCALE: 1" = 500'



VICINITY MAP
N.T.S.
SCALE: 1" = 1000'

LEGEND

- PROPERTY LINE
- LOT LINE
- PROPOSED ROAD
- PROPOSED CENTERLINE
- PROPOSED ROW
- EXISTING ROAD
- VISIBILITY EASEMENT
- 6' PUBLIC ACCESS EASEMENT "P.A.E."
- STREET LIGHT



NO.	REVISION	DESCRIPTION	DATE
CONSULTANT: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF SCOTT L. GRAVES (TEXAS P.E. NO. 88150), ON 08/10/2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.			
SEAL:			

OKJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBP # F-12214)

PDD DEVELOPMENT PLAN

KBAR GROUP
FM 20 & PATTON RD, LOCKHART
CALDWELL COUNTY, TEXAS

DATE: 08/10/2022
DRAWN BY: MH
CHECKED BY: SG
PROJECT #: PTL081921E

SHEET:

01

NOTE:
THE CITY WILL OWN, AND THE HOA WILL MAINTAIN, THE PARKLAND AND DETENTION AREAS WITHIN BLOCKS 4, 8 AND 10. THE HOA WILL OWN AND MAINTAIN THE GREENSPACE/TRAILS AREAS IN BLOCKS 2, 3 AND 5, AS WELL AS THE DETENTION/ GREENSPACE/PARK AREA IN BLOCK 7.

- A) DOG RUN
B) PLAYSCAPE
C) COMMUNAL SEATING
D) WALKING PATHS

NOTE:
EACH RESIDENTIAL LOT WILL PROVIDE EITHER A SINGLE OR DOUBLE CAR GARAGE.

LOCKHART PLACE TOWNHOMES PLANNED DEVELOPMENT DISTRICT

PROPOSED STRUCTURES HEIGHT MAX. THREE STORIES

NOTE:
A FINAL DECISION FROM TXDOT MAY AFFECT THIS PLAN AT A LATER DATE. THE DESIGN AND THE SUBMITTAL TO TXDOT HAS NOT TAKEN PLACE AS OF THE DATE OF THIS PLAN.

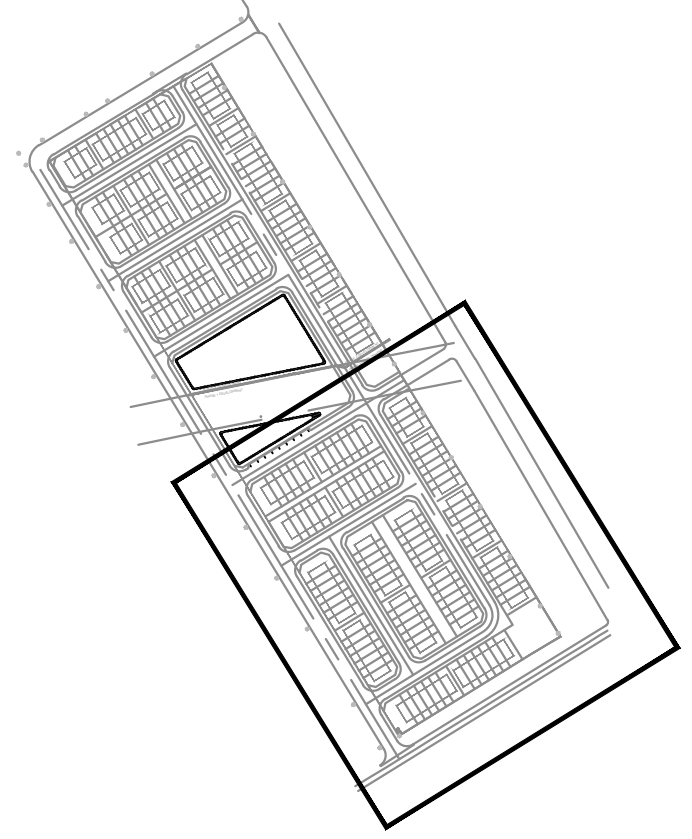
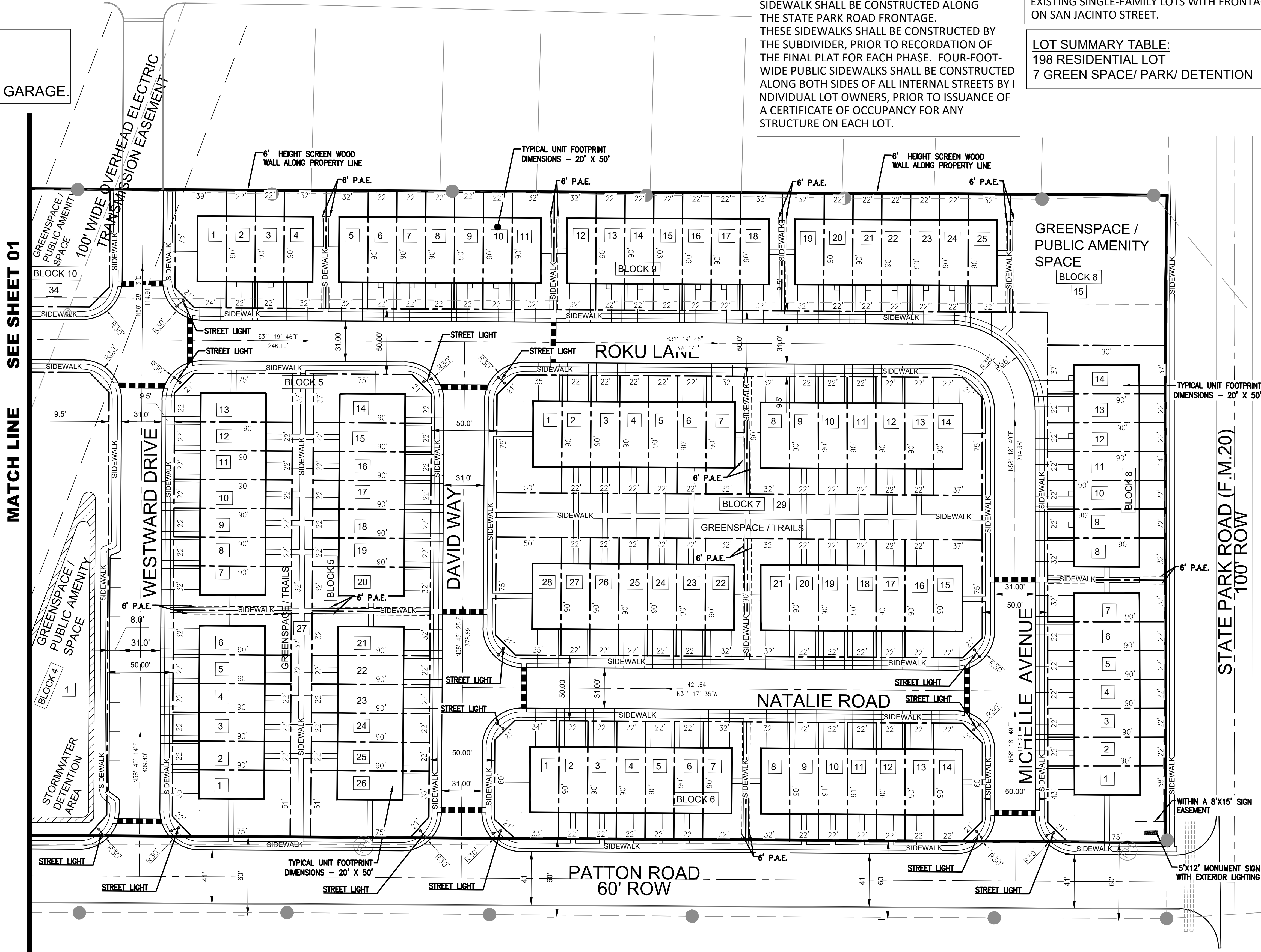
NOTE:
THE PDD DESIGN AND AMENITIES PAMPHLET IS A VITAL COMPONENT OF PROJECT DESIGN.

NOTE:
FOUR-FOOT-WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG THE PATTON ROAD FRONTAGE, CENTER STREET FRONTAGE, AND ALL PARKLAND/GREENSPACE/DETENTION AREA STREET FRONTAGES. A FIVE-FOOT-WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE STATE PARK ROAD FRONTAGE. THESE SIDEWALKS SHALL BE CONSTRUCTED BY THE SUBDIVIDER, PRIOR TO RECORDATION OF THE FINAL PLAT FOR EACH PHASE. FOUR-FOOT-WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

NOTE:
THE APPLICANT IS INVESTIGATING THE OPPORTUNITY TO OBTAIN AN OFFSITE DRAINAGE EASEMENT FOR STORM DETENTION PURPOSE.

NOTE:
THE PAMPHLET INDICATES A BUILDING STYLE THAT CONSISTS OF 2 STORY BUILDINGS, FLOOR PLANS ARE NOT YET FINALIZED. FUTURE FLOOR PLANS WILL INCLUDE BUILDINGS UP TO 3 STORIES IN HEIGHT. NO 3-STORY BUILDINGS ARE PERMITTED EAST OF ROKU LANE, WHICH ABUTS THE EXISTING SINGLE-FAMILY LOTS WITH FRONTAGE ON SAN JACINTO STREET.

LOT SUMMARY TABLE:
198 RESIDENTIAL LOT
7 GREEN SPACE/ PARK/ DETENTION



KEY MAP
N.T.S.
SCALE: 1" = 500'



VICINITY MAP
N.T.S.
SCALE: 1" = 1000'

LEGEND

- PROPERTY LINE
- LOT LINE
- PROPOSED ROAD
- PROPOSED CENTERLINE
- PROPOSED ROW
- EXISTING ROAD
- VISIBILITY EASEMENT
- 6' PUBLIC ACCESS EASEMENT "P.A.E."
- STREET LIGHT

SCALE: 1" = 40'

NO.	REVISION	DESCRIPTION	DATE
CONSULTANT: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF SCOTT L. GRAVES (TEXAS P.E. NO. 88150), ON 08/10/2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.			
SEAL:			

OKJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

PDD DEVELOPMENT PLAN

KBAR GROUP
FM 20 & PATTON RD, LOCKHART
CALDWELL COUNTY, TEXAS

DATE: 08/10/2022
DRAWN BY: MH
CHECKED BY: SG
PROJECT #: PTL081921E

SHEET:
02



Lockhart Place Townhomes

By: KBar Group Inc

On Behalf Of: Patton 3 LLC

Submitted: 8/11/2022

Table of Contents

SUMMARY.....	3
BIRDS EYE VIEW.....	4
STRUCTURED DESIGN	5
COMMUNITY FIRST BACKYARDS.....	6
CROSSWALK	7
PATTON ROAD.....	8
TREED PRIVACY BARRIER	9
PUBLIC SPACE	10
FLOORPLAN CONCEPT – TWO CAR GARAGE.....	11
FLOORPLAN CONCEPT – SINGLE CAR GARAGE.....	12
EDUCATOR HOUSING PROGRAM	13

Summary

Lockhart Place Townhomes will provide quality housing opportunities for families and adults of all age groups. Relationships will blossom as friends and neighbors gather in HOA-maintained communal spaces. Families will thrive here as we are within walking distance of 3 schools.

The plan for Lockhart Place Townhomes incorporates important community feedback. As part of the planning process, we hosted a community meeting and hand-delivered invitations to all residents in neighboring areas. More than twenty people came to share their concerns. At the top of the list were traffic, street parking, noise, and light pollution. Our plan endeavors to address these concerns via:

- Privacy trees to be planted along the boundary between our development and neighbors
- Restrictions on 2nd story / back balconies on homes adjacent to existing homes on San Jacinto
- Funding a crosswalk and additional sidewalks to enhance pedestrian safety
- Rebuilding Patton Road and optimizing entry/exit points to route traffic in a minimally impactful way



Birds Eye View



The goal of the neighborhood will be to supply high end, low maintenance housing opportunities for families & adults of all ages. The overarching design goal is to provide a communal, safe, & family friendly environment.

Structured Design



The focus will be on clean and practical design. Every home will have a communal 2nd floor deck and a garage. Each home will have a 1 or 2 car garage, depending on location. Also, to maximize street parking, driveways will be clustered together.

Community First Backyards



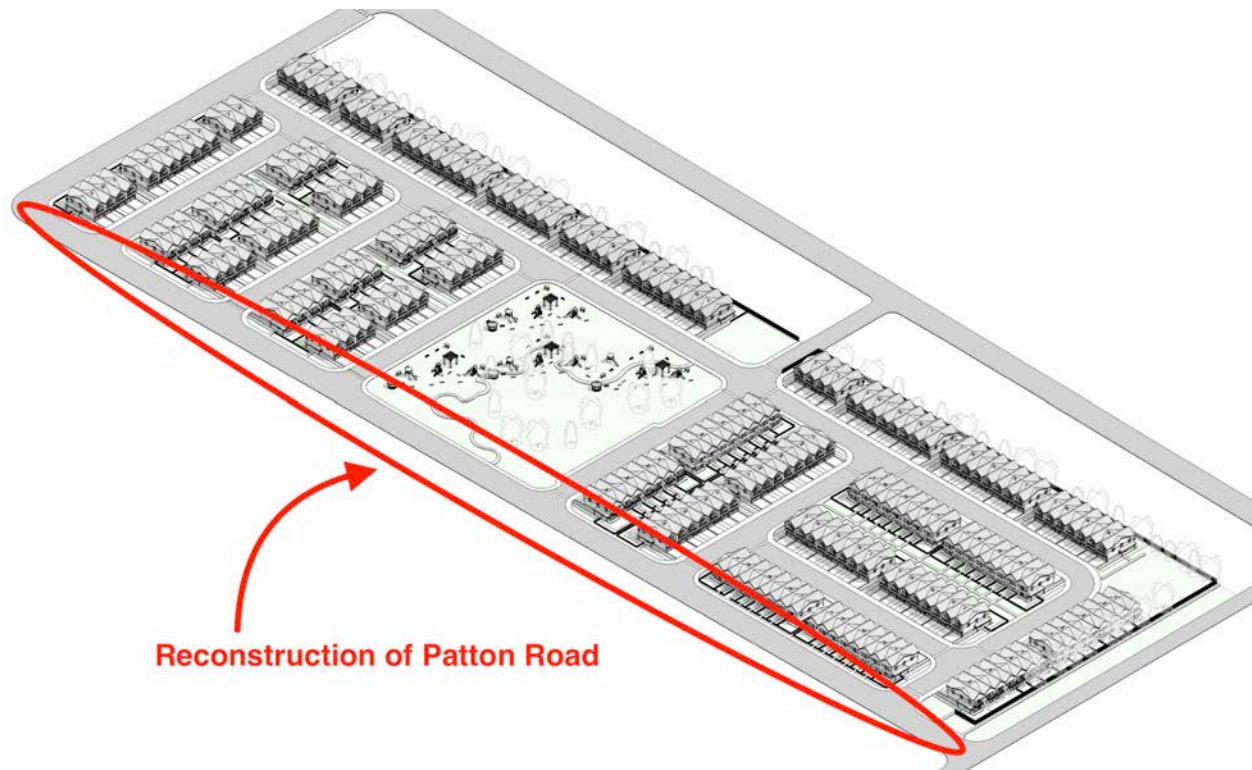
To encourage a sense of community, low rise fencing will be used to separate backyards.

Crosswalk



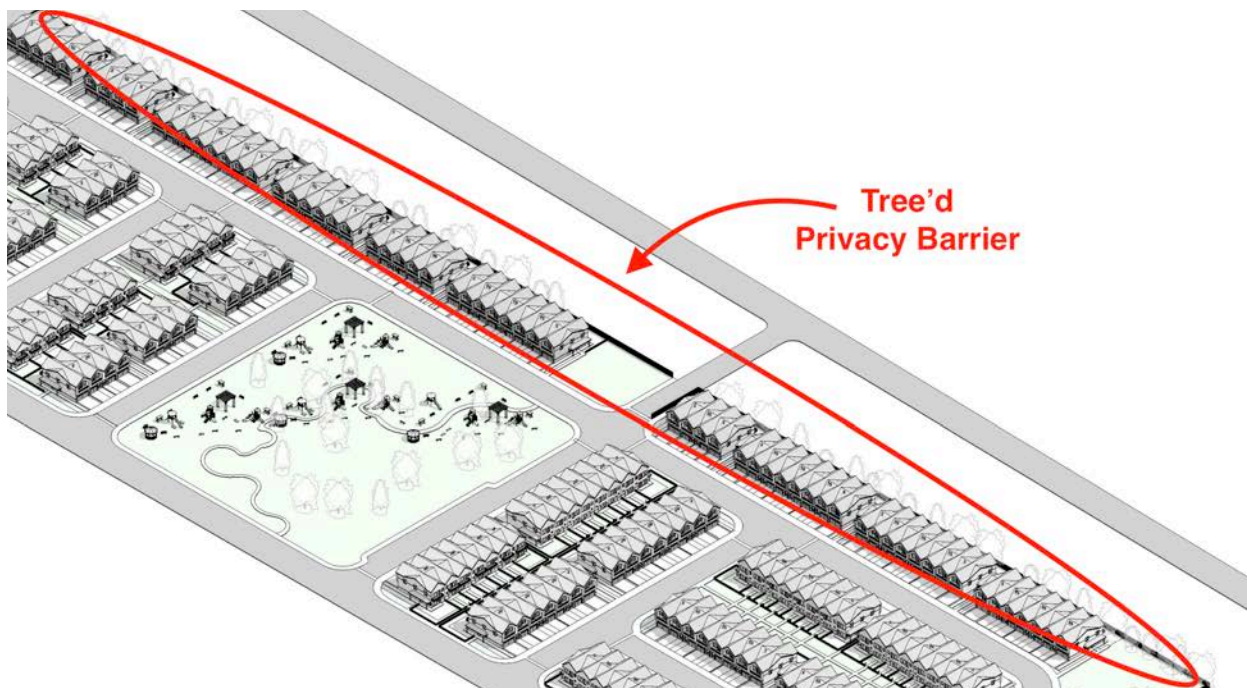
The homes will be geared towards young families and educators who would benefit from proximity to the nearby schools. As such we are offering to fund a new sidewalk and crosswalk to enhance pedestrian safety.

Patton Road



We are offering, as part of this plan, to rebuild Patton Road and to add sidewalks at our expense.

Treed Privacy Barrier



During an open meeting that we had with the community, we received feedback that a privacy barrier between the existing housing and the new housing would be appreciated. As such, we are proposing the creation of a privacy barrier with newly planted trees.

For housing east of Roku Lane, which abuts the existing single-family lots with frontage on San Jacinto Street, no 3-story buildings are permitted, nor will any back 2nd floor patio be permitted.

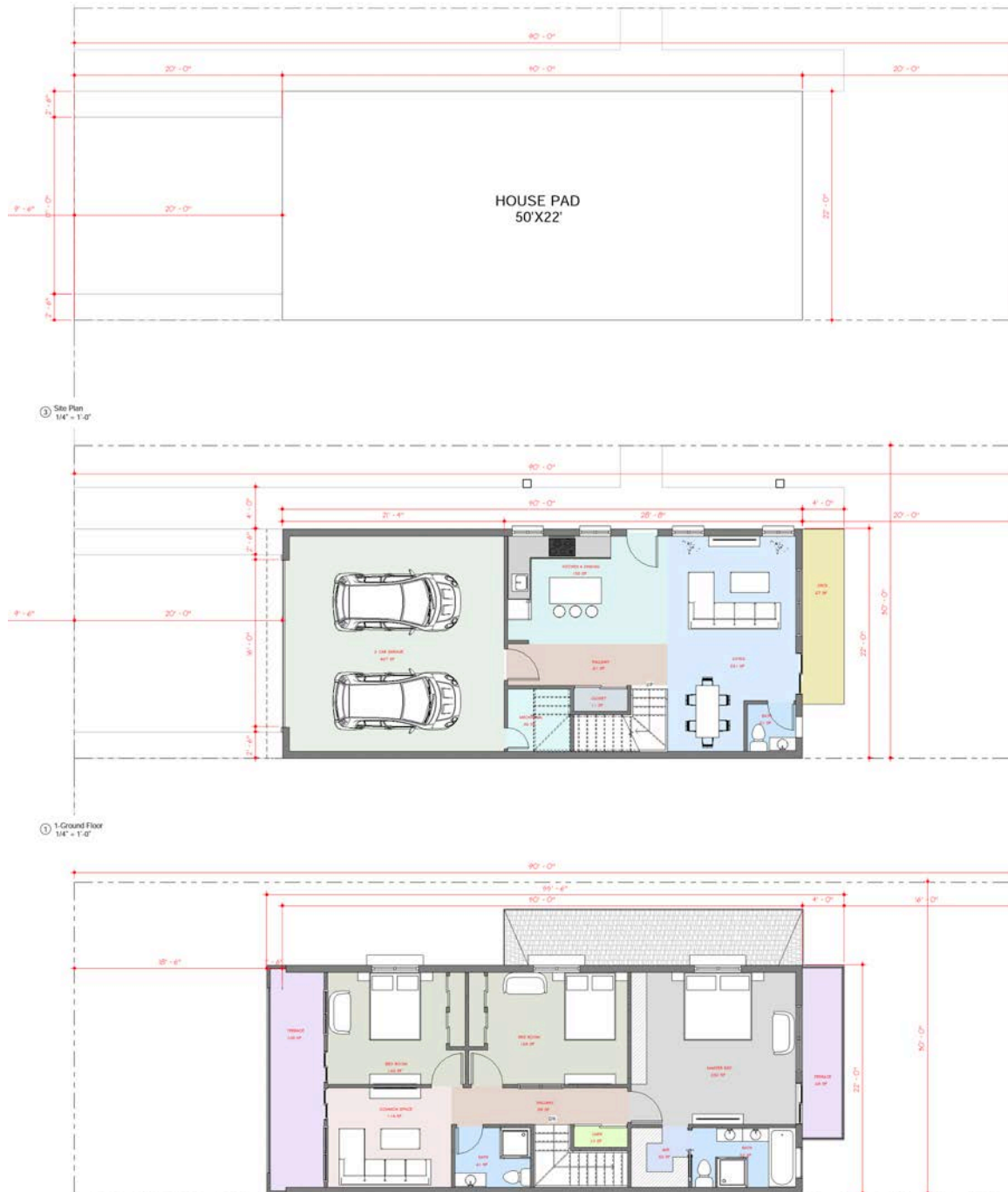
Public Space



Property maintained public space will include family friendly amenities, including:

- Playground equipment
- Public Seating
- Dog Run
- Trees
- Extensive pedestrian walkways

Floorplan Concept – Two Car Garage



The interiors will be focused on an open layout design with an emphasis towards families.

** In this example, we have a 3 bed & 3 bath configuration with a two car garage.

Floorplan Concept – Single Car Garage



** In this example, we have a 3 bed & 3 bath configuration with a single car garage.

Educator Housing Program



Recent conversations with Lockhart ISD Superintendent, Mark Estrada have revealed that one of the biggest challenges facing LISD's educators is the lack of cost-effective housing options inside of Lockhart. Currently, out of Lockhart ISD's 800 employees only 30% live in Lockhart with the remaining 70% commuting into town daily for work. A survey done by Lockhart ISD indicated that 97% of Lockhart ISD Educators wanted to buy their home versus rent. They also desired to have a backyard area and be close to other outdoor recreational spaces.

KBar Group is working with Lockhart ISD to create an Educator Housing Program. This partnership would have the following goals:

- Early reservation program strictly for Lockhart ISD employee
- Reduced cost models for LISD staff
- Special financing options w/ local banks

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME James Travis Krause
DAY-TIME TELEPHONE 254 537 3623
E-MAIL travis@kbargroup.com

ADDRESS 1950 County Road 146
Georgetown TX 78633

OWNER NAME Patton 3 LLC
DAY-TIME TELEPHONE 254 218 5846
E-MAIL Legal@kbargroup.com

ADDRESS 1950 County Road 146
Georgetown TX 78633

PROPERTY

ADDRESS OR GENERAL LOCATION Patton Rd and State Park Rd
LEGAL DESCRIPTION (IF PLATTED) A002 BERRY, FRANCIS, ACRES 3.3 and A002 BERRY, FRANCIS, ACRES 16.5
SIZE 19.8 ^{19.798} ACRE(S) LAND USE PLAN DESIGNATION Housing development
EXISTING USE OF LAND AND/OR BUILDING(S) Crop land
PROPOSED NEW USE, IF ANY housing developement

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION LDR ^{RLD}
TO PROPOSED ZONING CLASSIFICATION PDD
REASON FOR REQUEST Provide more housing opportunities for families and adults in the City of Lockhart.

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 \$ 570.00 ^{546.00} 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 _____

DATE 2/16/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson & Kevin Waller RECEIPT NUMBER R01137669

DATE SUBMITTED 2-17-22 CASE NUMBER ZC - 22 - 08

DATE NOTICES MAILED 5-9-22 DATE NOTICE PUBLISHED 5-12-2022

PLANNING AND ZONING COMMISSION MEETING DATE 5-25-2022

PLANNING AND ZONING COMMISSION RECOMMENDATION 5-25-2022 postpone until 6-22-22

CITY COUNCIL MEETING DATE 6-7-2022 (postponed to 7-5) 6-22-2022 approve w/ conditions

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING for the City of Lockhart and the Lockhart Economic Development Corporation Fiscal Year 2022-2023 Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City Charter requires that the City Council hold one public hearing for the City of Lockhart Budget to allow for public comments. It was staff's recommendation to hold two hearings to allow citizens two opportunities to comment on the proposed budget. This is the first public hearing. The second public hearing will be held at 7:30 p.m. on September 6, 2022.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 2022-2023 PROPOSED ANNUAL OPERATING BUDGET

**CITY OF LOCKHART
BUDGET
FISCAL YEAR 2022-23**

	2019-20	2020-21	2021-22	2021-22	FY 2022-23
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	PROPOSED BUDGET
REVENUE SUMMARY					
GENERAL FUND	10,564,504	10,104,475	12,550,366	0	16,206,700
DEBT SERVICE FUND	1,110,350	694,187	1,186,422	0	1,667,464
ELECTRIC FUND	11,905,013	11,411,162	12,069,155	0	13,573,255
WATER FUND	3,605,509	3,711,636	5,744,622	0	4,934,269
WASTEWATER FUND	2,330,657	2,432,390	3,034,591	0	4,363,300
SOLID WASTE FUND	1,909,163	2,038,352	2,063,450	0	2,154,685
EMS FUND	1,314,079	1,278,135	1,338,482	0	1,721,200
AIRPORT FUND	92,529	86,279	122,039	0	142,039
LOCKHART ECO DEV FUND	1,021,657	1,408,929	1,093,140	0	1,179,140
TOTAL - REVENUES	33,853,461	33,165,546	39,202,267	0	45,942,052

EXPENSE SUMMARY						DELTA
GENERAL FUND	9,901,120	9,529,580	12,544,007	0	16,193,127	13,573
DEBT SERVICE FUND	1,148,008	836,117	1,186,422	0	1,667,464	0
ELECTRIC FUND	11,333,717	12,105,294	12,063,397	0	13,339,635	233,620
WATER FUND	3,234,488	4,060,478	5,582,950	0	4,931,945	2,324
WASTEWATER FUND	2,187,162	1,299,299	2,985,120	0	4,207,293	156,007
SOLID WASTE FUND	1,845,323	1,927,824	1,827,138	0	1,888,917	265,768
EMS FUND	1,656,385	1,349,015	1,283,279	0	1,522,854	198,346
AIRPORT FUND	78,258	22,364	67,839	0	89,807	52,232
LOCKHART ECO DEV FUND	1,270,668	2,196,875	1,092,933	0	1,043,869	135,271
TOTAL - EXPENSES	32,655,129	33,326,846	38,633,085	0	44,884,911	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Approve the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Agreement

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

The current total number of radios on the infrastructure system is 765, of which the City of Lockhart owns 205 radios (26.8%) and our share of the service agreement for the fiscal year of 2022-23 would be \$42,345.

The attached service agreement is for the fiscal year from October 1, 2022 through September 30, 2023. The total amount of the 2022-23 agreement reflects a 3% increase from last year's agreement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$158,004.00

Account Number: 231-5314-226-00

Funds Available: \$160,000.00

Account Name: Radio and Communications

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request City Council to accept the Annual Service Agreement with Motorola and authorize the City Manager to sign

City of Lockhart, Texas

Council Agenda Item Cover Sheet

said agreement for 2022-23.

LIST OF SUPPORTING DOCUMENTS: 2022-23 Motorola Service Agreement, Radio Invoicing for Entities - FY 22-23



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

SERVICE AGREEMENT

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Date: 03/23/2022

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

Required P.O. :
Customer # : 1012875136
Bill to Tag # :
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023
Anniversary Day : Sep 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$11,400.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$68,256.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$11,256.00
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$3,588.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$2,556.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$51,060.00
	SVC04SVC0016C	SUS	\$6,612.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$1,332.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$1,944.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00
		Subtotal - Recurring Services	\$13,167.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$13,167.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <http://www.motorolasolutions.com/cyber-renewals-integrations>) by reference.

	Service Included in this Contract?	Service Opt-Out? *	Not Applicable (add reason code)
Security Update Service	☒	☐	# _____
Remote Security Update Service	☐	☒	# _____
Managed Detection and Response	☐	☐	# ² _____

*Service Opt-out - I have received a briefing on this service and choose not to subscribe.

If Selecting "Not Applicable", please see below reason codes:

1 Infrastructure / Product / Release not supported

2 Tenant or user restrictions

3 Customer purchased/existing service(s)

Notation: This section is to be completed by the CSM in conjunction with Customer during dialog

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	



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

SERVICE AGREEMENT

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Company Name : LOCKHART, CITY OF
Contract Number : USC000003451
Contract Modifier : R23-MAR-22 14:19:20
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

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

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

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

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

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

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

Revised Oct 09, 2021



SERVICE AGREEMENT

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

Quote Number : QUOTE-1707176
Contract Number: USC000003451
Contract Modifier: R23-MAR-22 14:19:20

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Revised Oct 9, 2021

**CALDWELL COUNTY, LOCKHART, LULING AND MARTINDALE
700/800 MHz Trunking Radio System**

ATTACHMENT "B"

ANNAUL SYSTEM MAINTENANCE and OPERATING NEEDS

E X I S T I N G E Q U I P M E N T

700/800 MHz Trunked Radio System

8/8/2022

OCTOBER 2022 THROUGH SEPTEMBER 2023

Expense Description	QTY	EACH/MO	COST/YR
Annual Radio System Maint. Contract	12	\$13,167.00	\$158,004.00
T-1 Lease lines (2)	12	\$812.92	\$9,755.04
Tower lease (Lockhart & Iron Mountain)	12	\$4,692.50	\$56,310.00
Tower lease (Creedmore Tower)	12	\$250.75	\$3,009.00
Generator maint. (Lockhart Tower)	12	\$25.00	\$300.00
Generator maint. (Iron Mountain Tower)	12	\$25.00	\$300.00
Electricity (Lockhart Tower)	12	\$416.67	\$5,000.00
Electricity (Iron Mountain Tower)	12	\$221.67	\$2,660.00
Software subscription (3yr subscription)	12	\$17.78	\$213.36
Insurance-Lockhart Tower only	1	\$208.33	\$2,500.00
Insurance-Iron Mountain Tower only	1	\$83.33	\$1,000.00
Total Estimated Annual Costs			\$239,051.40
Annual Cost Per 851 Users Per Radio			\$312.49

→ Firm Contract with Motorola: See Attachment for FY 20-21 Agreement

→

(Estimated)
(Estimated)
Lockhart Pays

TOWER LEASE INFORMATION:

3,247.50/month for Lockhart tower and \$1,445.00/month for Iron Mountain tower, paid to Clearview Tower Co.

Annual System Maintenance and Operating Needs by Entity

AGENCIES	No. Radios	Total/Yr/Radio	Total/Mo/Radio	Total/Qtly/Radio
		\$312.49	\$26.04	\$78.12
City of Lockhart	205	\$64,060.45	\$5,338.37	\$16,015.11
Concession Group, Inc	6	\$1,874.94	\$156.25	\$468.75
COUNTY :				
Sheriff	95	\$29,686.55	\$2,473.88	\$7,421.64
Fire Marshal/Emergency Mgmt	55	\$17,186.95	\$1,432.25	\$4,296.74
Constable	52	\$16,249.48	\$1,354.12	\$4,062.37
Juvenile Probation	4	\$1,249.96	\$104.16	\$312.49
County VFD's	191	\$59,685.59	\$4,973.80	\$14,921.40
Unit Road System	48	\$14,999.52	\$1,249.96	\$3,749.88
County Total	445	\$139,058.05	\$11,588.17	\$34,764.51
Martindale	16	\$4,999.84	\$416.65	\$1,249.96
Luling	93	\$29,061.57	\$2,421.80	\$7,265.39
TPWD - Lkht State Park (Interop only)				
Seton E.B. Davis Hosp (Interop only)				
Total Annual Maint Costs	765	\$239,054.85	\$19,921.24	\$59,763.73

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly

Due quarterly all entities

FY 2022-23

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Approve Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart is to set forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. This agreement is for the 2022-2023 school year and the Lockhart Police department will provide one additional School Resource officer. The additional School Resource officer will be at the rank of Sergeant and will be paid at 100% of his salary during the school calendar year plus two additional days as per Article 6, section 6.2 of the agreement. Historically, the agreement between the Lockhart ISD and the City of Lockhart has been 30% of the supervisor salary during the school calendar year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The salary expense for the additional school resource officer will be offset by additional revenues to the General Fund received from the Lockhart ISD for SRO services.

These changes to the 2022-23 Proposed Annual Operating Budget will be reflected in the final presentation to City Council on September 6, 2022 prior to adoption.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: MOU for SRO for 22-23, MOU for SRO pages from
Oct 8 2020 council packet

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

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

PREMISES

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

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

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

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

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

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

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

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

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

Article 3 SERVICES TO BE PROVIDED

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

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

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

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

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

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

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

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

Data shall also be disaggregated by:

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

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

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

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

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

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

Article 5
TRAINING

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of three vehicles as detailed in Exhibit A and the cost for uniform and equipment for three officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

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

Article 7
RELATIONSHIP BETWEEN THE PARTIES

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

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

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

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2022, and continue through June 30, 2023, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

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

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2022.

CITY OF LOCKHART, TEXAS

By_____

Lew White, Mayor, City of Lockhart

ATTEST:

By_____

Connie Constancio, TRMC City

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By_____

Michael Wright, President, LISD School Board

ATTEST:

By_____

Tom Guyton, Secretary, LISD School Board

2022-2023 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 68,149.71	\$ 57,566.29	\$ 70,892.02	\$ 196,608.02
Benefits	\$ 28,622.88	\$ 24,177.84	\$ 29,774.65	\$ 82,575.37
12 month total cost	\$ 96,772.59	\$ 81,744.13	\$ 100,666.67	\$ 279,183.39
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Cost per hour	\$ 46.52	\$ 39.30	\$ 48.39	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ 7,039.95	\$ 21,119.85
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ 5,051.00	\$ 15,153.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ 1,010.20	\$ 3,030.60
Grand Total	\$ 72,065.22	\$ 62,123.89	\$ 74,641.15	\$ 208,830.26
Cost per hour:	\$ 52.37	\$ 45.15	\$ 54.25	\$ 50.59

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: October 8, 2020

AGENDA ITEM CAPTION: Discussion and/or action to consider Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart for a School Resource Officer during the 2020-2021 school year.

ORIGINATING DEPARTMENT AND CONTACT:

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION: The Interlocal agreement between the Lockhart Independent School District ("Lockhart ISD") and the City of Lockhart is to provide two School Resource Officers (SRO) for the school year 2020-2021. The purpose of this agreement is to set forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students. One officer will be assigned to the Junior High School and one officer will be assigned to the High School.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING: Finance Review initials _____

Funds Required: Reference Sections 6.2, 6.4, and Exhibit A

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

Previous Council Action: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City Manager and Police Chief recommend approval of the Interlocal Agreement.

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

Department Head initials:



City Manager's Review:



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

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

PREMISES

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

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

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

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

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

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

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

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

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

Article 3 SERVICES TO BE PROVIDED

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

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School and Lockhart Junior High School campuses for the 2020-2021 school year.

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

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

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

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

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

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

Data shall also be disaggregated by:

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

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

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

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

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

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

Article 5
TRAINING

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

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

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

Article 7
RELATIONSHIP BETWEEN THE PARTIES

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

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

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

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2020, and continue through June 30, 2021, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

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

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ day of September 2020.

CITY OF LOCKHART, TEXAS

By _____
Lew White, Mayor, City of Lockhart

ATTEST:

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

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____
Steve Johnson, President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School Board

2020-2021 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 60,528.00	\$ 54,267.20	\$ 79,872.00	\$ 194,667.20
Benefits	\$ 25,421.76	\$ 22,792.22	\$ 33,546.24	\$ 81,760.22
12 month total cost	\$ 85,949.76	\$ 77,059.42	\$ 113,418.24	\$ 276,427.42
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 56,855.77	\$ 50,974.81	\$ 75,026.17	\$ 182,856.74
Times percent of time charged to LISD:	100%	100%	30%	
Total LISD Salary/benefits costs	\$ 56,855.77	\$ 50,974.81	\$ 22,507.85	\$ 130,338.42
Cost per hour	\$ 41.32	\$ 37.05	\$ 16.36	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ -	\$ 14,079.90
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ -	\$ 10,102.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ -	\$ 2,020.40
Grand Total	\$ 64,905.92	\$ 59,024.96	\$ 22,507.85	\$ 146,438.72
Cost per hour:	\$ 47.17	\$ 42.90	\$ 16.36	\$ 53.21

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Approve request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

LASCAC has provided beneficial services to the seniors of Lockhart for 20 years. Their current lease is set to expire on the 31st of August 2022. LASCAC has requested their property lease to be renewed for an additional five (5) years to enable them to continue to provide service to the community. LASCAS currently leases out approximately 6,700 square feet of space on the first floor of 901 Bois D' Arc that includes an activity center, workout room and kitchen along with an onsite thrift store.

The lease requires LASCAC to provide general liability insurance naming the City of Lockhart as an additional insured (\$1,000,000/ \$3,000,000/ \$50,000), maintain 501 (c)(3) status, pay for onsite utilities (Telephone, Gas, Electricity), and operate a minimum six (6) hours a day for five (5) days a week.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends lease renewal with Lockhart Area Senior Citizen Center.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Lockhart Area Senior Citizen Activity Center Lease
Renewal 2022, Senior Activity Center Exhibit A

STATE OF TEXAS)
)
COUNTY OF CALDWELL)

LEASE RENEWAL FOR LOCKHART AREA SENIOR CITIZEN CENTER

THIS LEASE is made between the City of Lockhart, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 239, Lockhart, Texas 78644, and Lockhart Area Senior Activity Center, Inc., hereafter called "Lessee," whose address for purposes of notice under this lease is 901 Bois D'Arc, Lockhart, Texas 78644. The City Council of the City of Lockhart specifically finds that Lessee provides a public service to senior citizens of the City and the surrounding area by providing services for their comfort, health, safety and entertainment.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: approximately 6,700 square feet on the first floor of the old hospital building, located at 901 Bois D'Arc, Lockhart, Texas and including the kitchen and exterior stand-alone building called the "thrift shop", as shown on Exhibit A, attached and incorporated herein.

2. TERMS OF LEASE. The term of this lease renewal shall be a period of FIVE (5) years, commencing on the 1st day of September, 2022, and ending at midnight on the 31st day of August 2027.

3. RENTAL. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$1.00 in lawful money of the United States of America. Additionally, Lessee shall perform functions as described in Paragraphs 6 and 7 of this document, as conditions precedent to this lease.

4. TAXES. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, should such be required.

5. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

6. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a not for profit senior citizen activity center; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable

furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay all natural gas and telephone service costs used on the premises. Lessor will cover all other City related service costs. All those amounts shall be paid within 10 days of becoming due. Lessee shall be responsible for payment of electricity usage at the Property by Lessee, its officers, employees and agents that Lessor determines, in its sole discretion, is wasteful or not directly associated with Lessee's normal services to senior citizens.

c. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 for injuries to persons in one accident, \$3,000,000.00 for injuries to any one person, and \$50,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to

comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorney's fees in connection with it, including attorneys' fees on appeal.

f. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

g. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

h. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

i. To effect all minor repairs to electrical, air conditioning, and plumbing in any amount requiring expenditures of less than \$500.00.

7. ADDITIONAL REQUIREMENTS OF LESSEE. The following provisions are hereby incorporated into the lease, and shall be mandatory requirements for the continuation of the lease.

a. The Lessee shall show proof of its application for 501 (c)(3) status, and, once obtained, maintain its status in good standing as a 501 (c)(3) organization as recognized by the Internal Revenue Service of the United States, and shall be a not for profit corporation in good standing, incorporated under Texas law.

b. The Lessee shall not in any way discriminate against person because of race, gender, or ethnic background.

c. The Lessee shall maintain hours of operation of at least six (6) hours a day, five (5) days a week, wherein senior citizens and others shall have access to the leased premises.

d. The Lessee shall allow no activity that would in any way be construed as inappropriate for the providing of public funds or services rendered by this lease by lessor. The use of tobacco products and alcoholic beverages will not be allowed on the premises.

e. The Lessee, at its own expense, shall maintain areas described in Exhibit A as “Senior Citizen Area”, “Thrift Shop”, and “Kitchen” attached and incorporated by reference, and shall allow other building lessees’ use of common areas such as hallways, corridors, parking areas, etc., between or contiguous to various areas being leased. It is acknowledged that because the lease space is in separate tracts within the building, there are or will be other activities or lessees in other portions of the building which shall require non-exclusivity of usage and control. Lessee acknowledges Lessor’s right to permit other parties’ usage of said areas.

f. The Lessee shall provide programming, activities, and function of a type that, in the sole judgment of the lessor, are primarily geared toward the enhancement and enrichment of the senior citizen community of Lockhart area.

g. The Lessee shall not discriminate as to senior citizen groups choosing to use the leased premises, and shall exercise sound business practice to ensure scheduling of event to, as much as possible, accommodate the needs of all senior citizens wishing to use the leased premises.

h. The Lessee shall not allow any commercial activities for profit on the premises by any third party, except those that could be construed as being in accordance with Paragraph 8, *infra*. This does not prevent, for example, hearing aid screenings, and other service related matters typical of those related to the elderly, from being performed on the premises.

i. The Lessee shall comply with all zoning requirements of the City of Lockhart.

8. NON-EXCLUSIVE USE. Lessee agrees that its use of the premises shall be exclusively for purposes of providing a senior citizens center in the City of Lockhart, but that its use shall be non-exclusive to the extent that Lessee shall periodically authorize the temporary use of the facilities by other civic groups for appropriate functions which do not unreasonably interfere with Lessee’s use of the premises as a senior citizens center. When such other civic groups are authorized to use the premises, Lessee may charge such groups reasonable and necessary fees, including deposits, in order to defray the costs of maintenance, cleaning and utilities. No fees, however, shall be charged to Lessor.

9. LESSOR’S COVENANTS. Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such

termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. At Lessor's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term. Lessor also shall provide electricity as described in Section 6(b) of this lease.

10. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, (to include those specifically delineated in Paragraph 6 of this document) and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after 30 days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate

amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

15. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notice to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

16. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

17. TEXAS LAW. This lease will be governed by the laws of the State of Texas, as to both interpretations and performance.

18. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

19. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

20. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement extension on _____ 2022.

LESSOR

Lew White, Mayor
The City of Lockhart

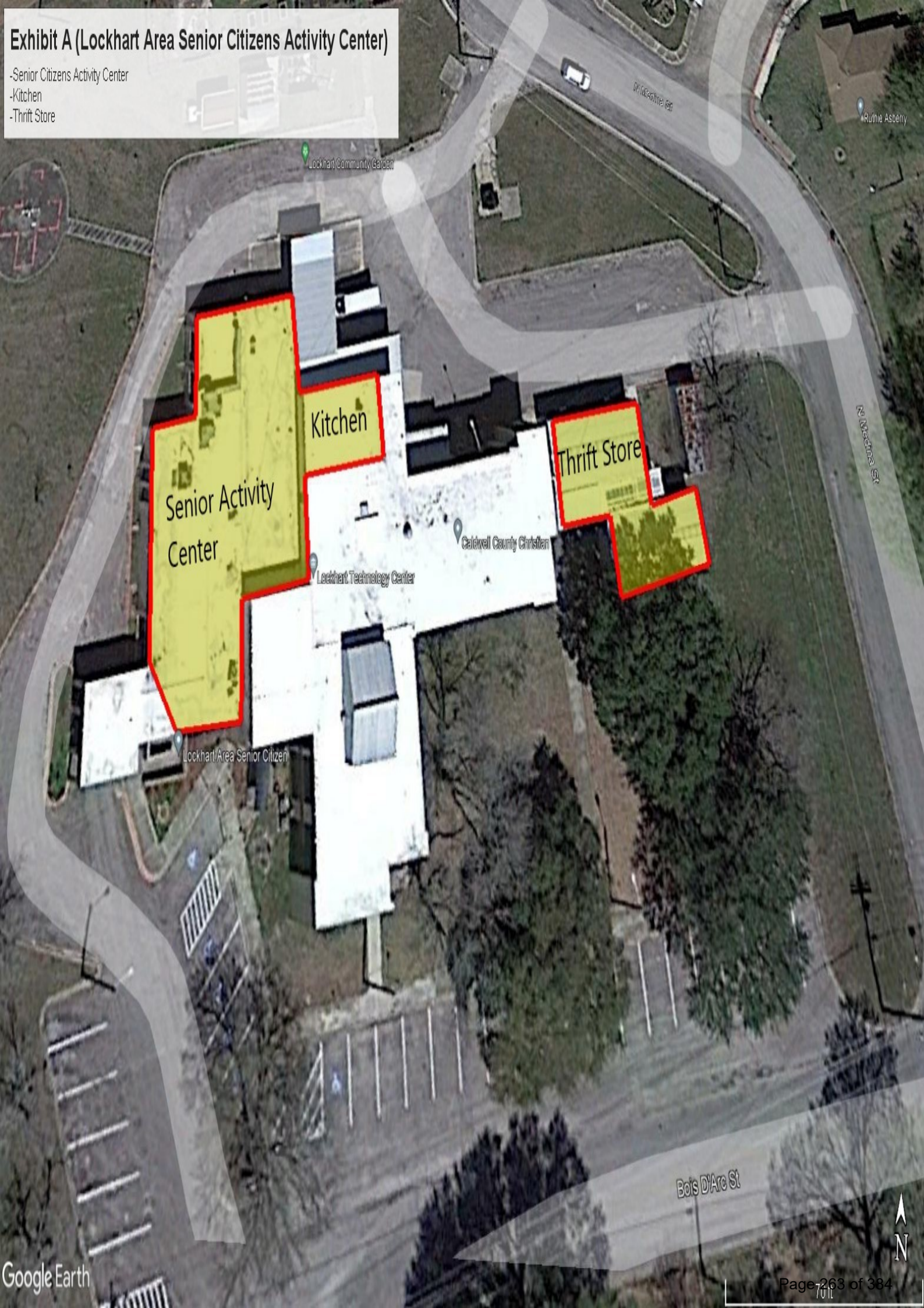
LESSEE



Sovero Castillo
Lockhart Area Senior Activity
Center, Inc.

Exhibit A (Lockhart Area Senior Citizens Activity Center)

- Senior Citizens Activity Center
- Kitchen
- Thrift Store



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding setting the 2022 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

As directed by Council, the aforementioned public hearing is scheduled on September 6, 2022, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. Because of this, the City's adjusted Voter Approval Rate has been increased by the unused incremental rate received from last year, which is 0.0228/\$100 setting the new Voter Approval Rate to 0.6007/\$100 assessed valuation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: It is staff's recommendation that the City Council set a tax rate for 2022; record the vote; schedule a public hearing on September 6, 2022 and announce the date, time, and location of the public hearing.

LIST OF SUPPORTING DOCUMENTS: City of Lockhart Notice About 2022 Tax Rates, 22 Tax Rate Presentation

Notice About 2022 Tax Rates

(current year)

Property Tax Rates in City of Lockhart
(taxing unit's name)

This notice concerns the 2022 property tax rates for City of Lockhart.
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.493200 /\$100

This year's voter-approval tax rate \$ 0.600700 /\$100

To see the full calculations, please visit caldwell.truthintaxation.com for a copy of the Tax Rate Calculation Worksheet.
(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance (\$)
General Fund	6,506,302
Debt Service Fund	10,000

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes (\$)	Interest to be Paid From Property Taxes (\$)	Other Amounts to be Paid (\$)	Total Payment (\$)
2022 Tax Note	305,000	62,069		367,069
2016 General Obligation	565,043	131,821		696,864
2015 Tax & Rev. Co	382,630	216,388		599,018

(expand as needed on the last page)

Total required for <u>2022</u> debt service.	\$ <u>1,662,951</u>
(current year)	
– Amount (if any) paid from funds listed in unencumbered funds	\$ <u>0</u>
– Amount (if any) paid from other resources	\$ <u>0</u>
– Excess collections last year.	\$ <u>100,644</u>
= Total to be paid from taxes in <u>2022</u>	\$ <u>1,562,307</u>
(current year)	
+ Amount added in anticipation that the taxing unit will collect	
only <u>100.000000</u> % of its taxes in <u>2022</u>	\$ <u>0</u>
(collection rate) (current year)	
= Total Debt Levy	\$ <u>1,562,307</u>

Voter-Approval Tax Rate Adjustments

State Criminal Justice Mandate

The _____ County Auditor certifies that _____ County has spent \$ _____ (minus any amount
(county name) (county name) (amount)
received from state revenue for such costs) in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. _____ County Sheriff has provided _____ information on these costs,
(county name) (county name)
minus the state revenues received for the reimbursement of such costs. This increased the voter-approval tax rate by \$ _____/\$100.
(amount of increase)

Indigent Health Care Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to Jun 30 _____
(county name) (amount) (prior year) (current year)
on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ _____. This increased the voter-approval tax rate by \$ _____/\$100.

Indigent Defense Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to June 30 _____
(county name) (amount) (prior year) (current year)
to provide appointed counsel for indigent individuals, less the amount of state grants received by the county. In the preceding year, the county spent \$ _____ for indigent defense compensation expenditures. The amount of increase above last year's indigent defense expenditures is
(amount)
\$ _____. This increased the voter-approval rate by \$ _____/\$100 to recoup _____.
(amount of increase) (amount of increase) (use one phrase to complete sentence: the increased expenditures, or 5% more than the preceding year's expenditures)

City Of Lockhart
FY 22-23 Property Tax Revenue
Different Tax Rate Assumptions

							Unused Incremental 0.0228	Cities with population under 30K only
	2019 Tax Rate	2020 Tax Rate	2021 Last Year Tax Rate	2022 No New Revenue Rate	No increase to budget	Highest under VAR	(VAR) Voter Approval Rate	De Minimus Rate (raise 500k above NNR)
Combined Tax Rate	0.6354	0.6354	0.6354	0.4932	0.5904	0.6006	0.6007	0.6115
Less: Debt Rate	0.0980	0.1057	0.1100	0.1502	0.1502	0.1502	0.1502	0.1502
M & O Rate per \$100 Valuation	0.5862	0.5297	0.5254	0.3430	0.4402	0.4504	0.4505	0.4613
Certified Taxable Value	\$641,737,871	\$ 787,285,404	\$ 1,072,343,556	\$1,072,343,556	\$1,072,343,556	\$1,072,343,556	\$ 1,072,343,556	\$ 1,072,343,556
M & O Levy	\$ 3,761,867	\$ 4,170,251	\$ 5,634,093	\$ 3,678,138	\$ 4,720,456	\$ 4,829,835	\$ 4,830,908	\$ 4,946,721
Debt Rate Revenue	628,903	832,161	1,179,578	1,610,660	1,610,660	1,610,660	1,610,660	1,610,660
Total Property Tax Revenue	\$ 4,390,771	\$ 5,002,411	\$ 6,813,671	\$ 5,288,798	\$ 6,331,116	\$ 6,440,495	\$ 6,441,568	\$ 6,557,381
Amount in proposed budget: \$4,720,300			\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300	\$4,720,300
Difference			\$ 913,793	\$ (1,042,162)	\$ 156	\$ 109,535	\$ 110,608	\$ 226,421

Tax on Property Valued at:		2021		2022					
\$ 50,000		\$ 317.70	\$ 317.70	\$ 246.60	\$ 295.20	\$ 300.30	\$ 300.35	\$ 305.75	
\$ 75,000		\$ 476.55	\$ 476.55	\$ 369.90	\$ 442.80	\$ 450.45	\$ 450.53	\$ 458.63	
\$ 100,000		\$ 635.40	\$ 635.40	\$ 493.20	\$ 590.40	\$ 600.60	\$ 600.70	\$ 611.50	
\$ 150,000		\$ 953.10	\$ 953.10	\$ 739.80	\$ 885.60	\$ 900.90	\$ 901.05	\$ 917.25	
\$ 202,936	Avg. appraised home value	\$ 1,289.46	\$ 1,289.46	\$ 1,000.88	\$ 1,198.13	\$ 1,218.83	\$ 1,219.04	\$ 1,240.95	
\$ 250,000		\$ 1,588.50	\$ 1,588.50	\$ 1,233.00	\$ 1,476.00	\$ 1,501.50	\$ 1,501.75	\$ 1,528.75	

	2019	2020	2022	2021	2022
Increase in appraised value	95,278,110	89,237,916		98,399,872	252,474,511
New construction appraised value	17,790,837	19,858,380		20,341,950	35,215,624

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Update from the Police Department concerning the Animal Shelter & Animal Control policies.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

A consultant was hired to conduct a Lockhart Animal Services Performance Program Evaluation Report. The report included several recommendations for the Lockhart Animal Shelter (LAS), which were approved by the City Council.

As a result, in 2021, the Lockhart Animal Shelter was assigned to the Lockhart Police Department. The main phone number for the LAS was assigned to the main phone number of the Police Department. The policies and procedures manual has been updated and distributed to LAS employees. Field personnel communicate through police dispatch and calls for service for residents go directly through the police department for dispatch. The telephone system has been upgraded at the LAS. Staff recently initiated a RFQ to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities. Staff has been in communication with stakeholders, such as Take Me Home, Caldwell County Animal Coalition, Lockhart Lionhearts, Lulling Animal Shelter Manager, and Bastrop Animal Shelter Manager to review animal limitation and breeding restriction ordinances, and a trap and neuter release program.

Currently, the Animal Shelter has three full-time and two part-time animal shelter employees. The consultant recommended the staffing for the animal shelter should be 2.47 shelter attendance. Staff recommends adding two additional full-time shelter attendants and reducing the part-time position to one. Adding the additional staff would meet the recommended staffing by the consultant.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$69,000

Account Number: 100-5315-108-00

Funds Available: 0

Account Name: Wages & Labor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): The 2022-23 Proposed Annual Operating Budget does not include the salary and benefit costs associated with this item. If the City Council chooses to approve the two full-time positions and remove one part-time position, adjustments will need to be made to the budget prior to the final presentation on September 6, 2022.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adding two full-time shelter attendants and reducing one part-time shelter attendant.

LIST OF SUPPORTING DOCUMENTS: Animal Services updates



Animal Services Updates

City Council Meeting
August 16, 2022





- Consultants Recommendations Updates
- Ordinances
 - *Breeding Restrictions*
 - *Feline Limitations*



Rating #1, Immediate,
32 of the 41 recommendations have been implemented

Rating #2, 3-6 Months,
12 of 16 recommendations have been implemented

Rating #3, 6-12 months, 32 of 38 recommendations
have been implemented



Important Highlights in Administration

- Current policy/procedure manual has been updated and distributed to employees
- Animal Services has been reassigned to the Police Department, what is considered a more natural fit
- Police Sergeant has been assigned to Animal Services



Important Highlights in Communications

- Field personnel communicate through Police Dispatch
- Calls for service from residents during normal hours have been directed through the police department dispatch.
- Police radio and city issued phone are carried at all times by field operations personnel
- Written policies have been established regarding the use of communication equipment.
- Callers to Animal Services are directed to the Police Department via the agency's upgraded phone system.



Important Highlights in Field Operations

- The ACO has been focused on field operations
- The impound periods has been changed
 - *It is three business days*
 - *For owned animals it is 5 business days*

Important Highlights in Shelter Operations

- By policy any sick or injured animal shall be examined and treated promptly by a licensed veterinarian
- Currently an RFQ has been initiated to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities.
- Sanitation and Disease Control procedures have been included in the SOP.
- Daily job duties have been included in the SOPs
- The staffing needs in the Shelter Operations needs to be reexamined.
 - *The consultant is recommending 2.47 shelter attendants*
 - *Currently the Shelter is staffed with 3 fulltime attendants and 2 part-time attendants. That is the bare minimum. When we have sick employee or employee takes vacation, we have reassigned the ACO or the front desk attendant away from their duties to manage the shelter duties.*
 - *Staff is recommending we add two additional fulltime shelter attendants and eliminating one part-time position.*



Ordinances

- Based on ordinance review the consultant believes that the current codes are appropriate for the size of the city, however he did recommend
 - Animal Limitations Ordinance as a means of curbing pet overpopulation
 - Example: Limit combined total of four dogs and cats over 4 months old except as authorized by Special Permit
- Breeding Restrictions
 - Example: Limit one litter permit in 12 months period.
- Trap-Neuter-Release program are being implemented across the country and have been very successful in managing cat population.
- This portion of the recommendations are still being reviewed. We have been meeting with stakeholders to obtain more data.
 - Take Me Home
 - Caldwell County Animal Coalition (CCAC)
 - Lockhart Lionhearts
 - Luling Shelter Manager
 - Bastrop Animal Shelter Manager





Animal Services Updates

City Council Meeting
August 16, 2022



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-38 establishing the classifications within the Police Department and authorizing the number of employees in each classification; and repealing un-codified Ordinance 2019-16.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In compliance with civil service, the number of classified police and fire positions are set by an ordinance, which is referred to as the "Strength of Force." The proposed ordinance increases the number of sergeants in the Lockhart Police Department from 4 to 6.

The first additional sergeant being added in proposed Ordinance 2022-38 is a result of the interlocal agreement between the Lockhart Independent School District and the City of Lockhart to provide an additional School Resource Officer during the 2022-2023 school year.

The second additional sergeant being added in proposed Ordinance 2022-38 pertains to the reassignment of the Animals Services Division from Public Works to the Police Department. Recommendations made in the Animal Control & Care Academy Program Evaluation Report included reassigning the administration of Animal Services to the Police Department, which has knowledge of public safety and health issues, and creating additional administrative support such as a Police Sergeant. During the October 19, 2021 City Council meeting City Councilmembers and City Staff participated in a lengthy discussion regarding Animal Services, reassignment, and the future need to create an additional Police Sergeant that would be assigned supervision of the Animal Services Division operations. The consensus was City Staff would return back to the City Council with an ordinance, as discussed. With reassignment to the Police Department complete, proposed Ordinance 2022-38 increases the number of Police Sergeants as discussed during the October 19, 2021 City Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: October 19, 2021 Consensus: Staff to return with ordinance as discussed.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of proposed Ordinance 2022-38.

LIST OF SUPPORTING DOCUMENTS: PROPOSED ORDINANCE 2022-38, Minutes of October 19, 2021 Council Meeting

ORDINANCE NO. 2022-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2019-06 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Fire and Police Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to Section 143.021(a) of the Texas Local Government Code; and

WHEREAS, in partnership with the Lockhart Independent School District (LISD), the City of Lockhart Police Department provides School Resource Officers to LISD school campuses. And, for the 2022-2023 school year, LISD has expressed a need to have one additional School Resource Sergeant assigned to school campuses; and

WHEREAS, the City Council recognizes the need to create one additional supervisory position at the rank of Sergeant to fulfill the request of the Lockhart Independent School District to have a Lockhart Police Sergeant be assigned as a School Resource Officer; and

WHEREAS, in 2021 a program evaluation of the Lockhart Animal Services Division was completed by Animal Control & Care Academy. The final recommendations of the evaluation included reassignment of the Animal Services Division to the Police Department; and

WHEREAS, the City Council recognizes the need to create an additional supervisory position at the rank of Sergeant to be assigned supervision of operations of the Animal Service Division.

WHEREAS, given the operational needs and future planning involved, these two (2) additional Sergeant positions will become effective on December 1, 2022.

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 found to be true and correct.
- II. Currently, and until November 30, 2022, the classifications and number of positions in each classification in the Police Department have been and are as follows:

Effective July 1, 2019 (per Ordinance 2019-06)

1. Police Chief – 1
2. Captain – 1
3. Lieutenant – 3
4. Sergeant – 4
5. Police Officer – 20

On December 1, 2022, the classifications and number of positions in each classification in the Police Department will be as follows:

1. Police Chief – 1
2. Captain – 1
3. Lieutenant – 3
4. Sergeant – 6
5. Police Officer – 20

Note: Position of Police Captain is appointed in accordance with §143.014 of the Texas Local Government Code.

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 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. 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.

VI. 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.

VII. Effective Date: This ordinance shall become effective and be in full force on August 16, 2022.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 16th DAY OF AUGUST, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Montel Akers, City Attorney

HISTORY - MINUTES

G. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

Mr. Kelley provided information and there was discussion regarding the following:

- Animal services activities.
- Animal Shelter hours:

CURRENT:

Monday-Friday (8am-4:30pm), Saturday & Sunday (8am-3:30pm)

PROPOSED

Tuesdays-Fridays (11am-6pm), Saturdays (12pm-4pm)

- The later start time would allow the shelter to be in a "presentable" condition prior to opening.
- Closing later will allow for pet owners to reclaim pets after regular business hours.
- The shelter would remain closed on Sundays and Mondays.
- Could implement in November.

- Amendments to City Ordinances (Chapter 10) are proposed for legal impound times, animal limitations, breeding restrictions, and feline licenses.
- * Reassignment of Animal Services is proposed to be assigned from the Public Works Department to the Lockhart Police Department Sergeant to include training and professional development.
- Costs associated with the reassignment would include training and wages. Caldwell County would continue to share in the shelter operations budget.

* There was discussion.

* Chief Pedraza provided details about the new Sergeant position that would manage the Animal Control duties.

There was discussion regarding the trap, neuter and release (TNR) program. Mr. Lewis stated that staff would look into the TNR program and update the Council soon.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that there were no changes to the COVID regulations.

RECESS: Mayor White announced that the Council would recess for a break at 8:35 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the meeting to order at 8:50 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

HISTORY - MINUTES

VOL 32 PG 215

residential development that can include uses allowed in that district, including single-family dwellings and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition was received. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting and stated that they just wanted to learn more about what types of development that would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommended that the item be tabled due to an incorrect public hearing notice.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:12 p.m.

Councilmember McGregor made a motion to table consideration of ZC-21-14 until the November 2, 2021 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA

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

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the September 21, 2021 meeting.

5B: Approve 4th Quarter Investment Report for Fiscal Year 2020-2021.

ITEM 6-A. DISCUSSION AND/OR ACTION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

CONSENSUS: After discussion, the consensus of the Council was not to take action on the Ordinance and to schedule a public hearing/workshop on the 2nd Tuesday in December for further consideration about a parklet program and to invite the downtown business owners. The Parklet Agreement with 101 E. San Antonio Street will be extended until the Parklet ordinance and program is adopted.

Mayor Pro-Tem Sanchez made a motion to workshop the Parklet ordinance and program on the 2nd Tuesday in December 2021 and to invite all of the downtown businesses. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Bryant opposing.

ITEM 6-B. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

CONSENSUS: Mr. Lewis stated that staff will return with ordinances and an update as discussed during the work session.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2022-29 disapproving the Caldwell County Appraisal District's Fiscal Year budget for 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

During the June 21, 2022 Council meeting, Shanna Ramzinski, Chief Appraiser of the Caldwell County Appraisal District (CCAD), presented the CCAD's Fiscal Year 2023 budget. Mayor White requested that this item be on the Council agenda for consideration..

The CCAD's FY 2023 budget is attached for your review.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution, CCAD budget

RESOLUTION 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S FISCAL YEAR BUDGET FOR 2023

WHEREAS, the taxpayers of Caldwell County are experiencing rising costs and expenses that constitute an increasing financial burden on themselves and their families; and

WHEREAS, the taxpayers of Caldwell County are entitled to cost-efficient administration and budgeting by local political subdivisions; and

WHEREAS, the Caldwell County Appraisal District ("CCAD"), pursuant to Section 6.06, Texas Tax Code, has the authority to set its own budget subject to the disapproval of qualified local taxing units in the county; and;

WHEREAS, on June 28, 2022, the CCAD adopted a budget that included, among a series of other salary increases for CCAD personnel, an approximately 41% raise for the Chief Appraiser. These raises constituted an average increase of approximately 16.6%, and a median raise of approximately 21.6%; and

WHEREAS, on June 21, 2022, the Lockhart City Council moved to approve the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2023; and

WHEREAS, on further review, the Lockhart City Council determined that the budgeted salary increases by the CCAD are not appropriate for existing financial circumstances in the City and Caldwell County;

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.
2. The Lockhart City Council's action to approve the 2023 Caldwell County Appraisal District budget on June 21, 2022 is hereby rescinded.
3. Pursuant to Section 6.06(b) Tax Code, the City Council of the City of Lockhart hereby disapproves of the 2023 budget adopted by the Caldwell County Appraisal District, and directs the City Secretary to file this resolution with the secretary of the board of the CCAD.

PASSED AND APPROVED on this 16th day of August 2022.

CITY OF LOCKHART, TEXAS

By: _____
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

Orig. = Pam
Scanned to = LW
SL

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

JUN 15 2022

DATE: June 13, 2022

RECVD. BY: _____
TIME RECVD: _____

TO: All Taxing Unit Presiding Officers
CCAD Board of Directors

RE: Notice of public hearing to consider the proposed 2023 Appraisal District Budget

Enclosed you will find the proposed budgets for the Caldwell County Appraisal District for the year January 1, 2023 through December 31, 2023.

Entities that are considering substantial increases in tax levies for 2022 should be aware of the effect on the cost allocation of the appraisal district budget. The proposed budgets include the total costs of appraisal and tax collection.

The Board of Directors must approve the budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

This shall serve as notice pursuant to section 6.06(b) of the Texas Tax Code that the board of directors of the Caldwell County Appraisal District ("District") shall hold a public hearing to consider the 2023 District budget. The hearing will begin at 5:00 PM on Tuesday, June 28, 2022 in the Caldwell County Appraisal District office, 211 Bufkin Ln, Lockhart.

If you have any questions, please do not hesitate to contact Shanna Ramzinski, Chief Appraiser, at the Caldwell County Appraisal District (512) 398-5550.

Respectfully,

Kathy Haigler
Secretary, Board of Directors
Caldwell County Appraisal District

Encl:
2023 Proposed Appraisal Budget
Estimated Cost Allocation - Appraisal Budget
2023 Proposed Collection Budget
Estimated Cost Allocation - Collection Budget



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

2023 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.421%	\$1,741,770.50	\$146,667.69
CITY OF LULING	\$1,536,912.87	2.250%	\$1,741,770.50	\$39,188.80
CITY OF MARTINDALE	\$359,410.56	0.526%	\$1,741,770.50	\$9,164.39
CITY OF MUSTANG RIDGE	\$117,531.76	0.172%	\$1,741,770.50	\$2,996.87
CITY OF NIEDERWALD	\$50,816.66	0.074%	\$1,741,770.50	\$1,295.74
CITY OF UHLAND	\$34,616.15	0.051%	\$1,741,770.50	\$882.66
CALDWELL-HAYS ESD1	\$641,428.15	0.939%	\$1,741,770.50	\$16,355.38
CALDWELL ESD #2	\$195,961.19	0.287%	\$1,741,770.50	\$4,996.69
CALDWELL ESD #3	\$138,110.57	0.202%	\$1,741,770.50	\$3,521.60
CALDWELL ESD #4	\$170,847.87	0.250%	\$1,741,770.50	\$4,356.35
CALDWELL COUNTY	\$22,275,742.10	32.610%	\$1,741,770.50	\$567,995.49
LOCKHART ISD	\$24,181,481.20	35.400%	\$1,741,770.50	\$616,588.76
LULING ISD	\$6,329,528.01	9.266%	\$1,741,770.50	\$161,392.75
PRAIRIE LEA ISD	\$1,463,785.87	2.143%	\$1,741,770.50	\$37,324.18
GONZALES COUNTY UWD	\$9,870.73	0.014%	\$1,741,770.50	\$251.69
PLUM CREEK CONS DIST	\$390,963.84	0.572%	\$1,741,770.50	\$9,968.95
PLUM CREEK UNDERGROUND	\$397,694.37	0.582%	\$1,741,770.50	\$10,140.56
CITY OF SAN MARCOS	\$216,208.89	0.317%	\$1,741,770.50	\$5,512.98
GONZALES ISD	\$458,467.24	0.671%	\$1,741,770.50	\$11,690.18
HAYS ISD	\$774,898.08	1.134%	\$1,741,770.50	\$19,758.65
SAN MARCOS ISD	\$2,445,774.62	3.580%	\$1,741,770.50	\$62,363.31
WAELDER ISD	\$308,188.12	0.451%	\$1,741,770.50	\$7,858.30
AUSTIN COMMUNITY COLLEGE	\$58,769.74	0.086%	\$1,741,770.50	\$1,498.53
TOTALS	\$68,309,046.62	100.00%	\$1,741,770.50	\$1,741,770.50

CALDWELL COUNTY APPRAISAL DISTRICT
2023 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2022	2023
70101	Chief Appraiser	\$88,180.00	\$82,000.00
70102	Deputy Chief Appraiser	\$50,755.00	\$85,012.20
70103	GIS Mapper/System Mgr/IT	\$71,353.00	\$82,412.40
70105	Field Appraiser II	\$36,608.00	\$47,250.00
70106	Senior Appraiser I	\$48,400.00	\$63,336.00
70107	Senior Appraiser II	\$41,338.00	\$58,800.00
70108	Field Appraiser I	\$36,608.00	\$47,250.00
70109	Field Appraiser III	\$37,531.00	\$49,522.20
70111	Administrative Asst.	\$56,210.00	\$68,250.00
70112	Data entry technician	\$34,785.00	\$44,100.00
70113	Support data entry	\$42,466.00	\$51,277.70
70114	Appraisal Clerk	\$27,500.00	\$35,700.00
70120	Field Appraiser IV	\$36,300.00	\$44,625.00
70130	Part time	\$3,000.00	\$0.00
70135	Payroll contingency	\$2,000.00	\$7,000.00
70136	Annual Longevity Compensation	\$5,300.00	\$6,750.00
	SUBTOTAL	618,334.00	773,285.50
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	\$53,000.00	\$68,000.00
71002	Retirement/employer	\$70,000.00	\$89,000.00
71004	Health benefits	\$121,000.00	\$139,000.00
71005	Worker comp	\$2,800.00	\$2,800.00
71006	Unemployment	\$4,000.00	\$4,000.00
	SUBTOTAL	250,800.00	302,800.00
	SERVICES		
72000	Appr Engineers	\$66,000.00	\$66,000.00
72001	Appr Review Bd	\$37,500.00	\$37,500.00
72002	Audit	\$6,400.00	\$6,400.00
72003	Board of Directors	\$1,790.00	\$2,000.00
72004	Data Processing Services	\$67,500.00	\$99,800.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$27,000.00	\$27,000.00
72009	Title Research	\$3,000.00	\$3,000.00
72010	Aerial Imagery	\$92,585.00	\$84,500.00
	SUBTOTAL	307,975.00	332,400.00

	GENERAL EXPENSES	2022	2023
72500	Bond - Chief - Notary	\$250.00	\$250.00
72501	Membership/Dues	\$3,850.00	\$3,700.00
72502	Computer supplies	\$6,400.00	\$7,600.00
72504	Education & fees	\$11,700.00	\$15,700.00
72505	Insurance - liability	\$1,700.00	\$1,900.00
72506	Insurance Building/ Equip - contents	\$5,300.00	\$5,800.00
72507	Legal notices/printing	\$20,600.00	\$23,600.00
72508	Maint - hardware/equip	\$8,700.00	\$8,800.00
72509	Maint - office equip	\$1,000.00	\$1,000.00
72510	Mileage & travel	\$5,500.00	\$5,500.00
72511	Office supplies	\$8,500.00	\$8,500.00
72512	Postage	\$34,200.00	\$37,200.00
72513	Postage meter/Box rental	\$4,665.00	\$5,565.00
72514	Publications Subcrip & books	\$7,860.00	\$22,570.00
72515	Rental - copier	\$2,650.00	\$2,900.00
72516	Electricity	\$9,000.00	\$9,000.00
72517	Telephone	\$14,000.00	\$14,300.00
72518	Water & sewer	\$3,500.00	\$3,500.00
72519	Mortgage	\$57,300.00	\$57,300.00
72520	Building Maint	\$5,000.00	\$7,000.00
72523	Fuel - Vehicle	\$4,000.00	\$8,500.00
72524	Maint - Vehicle	\$12,500.00	\$12,500.00
72525	Ins - vehicle	\$2,600.00	\$2,600.00
	SUBTOTAL	230,775.00	265,285.00
	CAPITAL INVESTMENTS		
79000	Office equipment	\$5,000.00	\$5,000.00
79001	Computer Equipment	\$16,000.00	\$17,000.00
79003	Vehicle	\$28,000.00	\$28,000.00
	SUBTOTAL	49,000.00	50,000.00
	CONTINGENCY		
79002	Building Expense	\$5,000.00	\$8,000.00
79990	Contingency	\$10,000.00	\$10,000.00
	SUBTOTAL	15,000.00	18,000.00
	TOTAL EXPENSES	1,471,884.00	1,741,770.50

2023 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.795%	\$523,168.12	\$46,011.45
CITY OF LULING	\$1,563,835.21	2.391%	\$523,168.12	\$12,509.36
CITY OF MARTINDALE	\$359,410.56	0.550%	\$523,168.12	\$2,874.98
CITY OF MUSTANG RIDGE	\$117,531.76	0.180%	\$523,168.12	\$940.15
CITY OF NIEDERWALD	\$50,816.66	0.078%	\$523,168.12	\$406.49
CITY OF UHLAND	\$34,616.15	0.053%	\$523,168.12	\$276.90
CALDWELL-HAYS ESD1	\$641,428.15	0.981%	\$523,168.12	\$5,130.88
CALDWELL ESD #2	\$195,961.19	0.300%	\$523,168.12	\$1,567.52
CALDWELL ESD #3	\$138,110.57	0.211%	\$523,168.12	\$1,104.77
CALDWELL ESD #4	\$170,847.87	0.261%	\$523,168.12	\$1,366.64
CALDWELL COUNTY	\$22,275,742.10	34.059%	\$523,168.12	\$178,187.16
LOCKHART ISD	\$24,181,481.20	36.973%	\$523,168.12	\$193,431.46
LULING ISD	\$7,294,435.93	11.153%	\$523,168.12	\$58,349.34
PRAIRIE LEA ISD	\$1,828,123.08	2.795%	\$523,168.12	\$14,623.44
GONZALES COUNTY UWD	\$9,870.73	0.015%	\$523,168.12	\$78.96
PLUM CREEK CONS DIST	\$390,963.84	0.598%	\$523,168.12	\$3,127.38
PLUM CREEK UWD	\$397,694.37	0.608%	\$523,168.12	\$3,181.22
TOTALS	\$65,402,907.40	100.00%	\$523,168.12	\$523,168.12

CALDWELL COUNTY APPRAISAL DISTRICT
2023 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2022	2023
90-70101	Chief Appraiser	\$0.00	\$54,663.80
90-70120	Deputy Tax Collector	\$59,570.00	\$85,012.20
90-70121	Collections Specialist I	\$40,656.00	\$49,092.12
90-70122	Public Assist II	\$32,870.00	\$36,750.00
90-70126	Public Assist I	\$28,800.00	\$36,750.00
90-70130	Part time	\$0.00	\$0.00
90-70135	Payroll contingency	\$800.00	\$2,800.00
90-70136	Annual Longevity Compensation	\$1,750.00	\$2,000.00
	SUBTOTAL	\$164,446.00	\$267,068.12

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	\$13,500.00	\$22,000.00
90-71002	Retirement/employer	\$19,000.00	\$30,000.00
90-71004	Health benefits	\$36,900.00	\$41,900.00
90-71005	Worker comp	\$950.00	\$950.00
90-71006	Unemployment	\$3,375.00	\$3,375.00
	SUBTOTAL	\$73,725.00	\$98,225.00

	SERVICES		
90-72002	Audit	\$1,925.00	\$1,925.00
90-72004	Data Processing Services	\$22,000.00	\$23,000.00
90-72005	County employee contract	\$20,000.00	\$21,000.00
90-72007	Janitorial service	\$2,500.00	\$2,500.00
90-72008	Legal	\$2,500.00	\$2,500.00
90-72011	Security	\$0.00	\$2,000.00
	SERVICES	\$48,925.00	\$52,925.00

	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	\$200.00	\$200.00
90-72501	Membership/Dues	\$750.00	\$850.00
90-72502	Computer supplies	\$2,300.00	\$2,300.00
90-72504	Education & fees	\$5,200.00	\$6,100.00
90-72505	Insurance - liability	\$1,000.00	\$1,000.00
90-72506	Insurance Building/Equip - contents	\$1,500.00	\$1,600.00
90-72507	Legal notices/printing	\$12,000.00	\$14,000.00
90-72508	Maint - hardware/equip	\$2,600.00	\$2,600.00
90-72509	Maint - office equip	\$1,500.00	\$1,500.00
90-72510	Mileage & travel	\$3,100.00	\$3,100.00
90-72511	Office supplies	\$3,500.00	\$3,500.00
90-72512	Postage	\$16,300.00	\$18,000.00
90-72513	Postage meter/Box rental	\$1,450.00	\$1,800.00
90-72515	Rental - copier	\$1,800.00	\$1,800.00
90-72516	Electricity	\$3,000.00	\$3,000.00
90-72517	Telephone	\$3,600.00	\$4,000.00
90-72518	Water & sewer	\$1,200.00	\$1,200.00
90-72519	Mortgage	\$17,200.00	\$17,200.00
90-72520	Building Maint	\$2,300.00	\$2,800.00
	SUBTOTAL	\$80,500.00	\$86,550.00

	CAPITAL INVESTMENTS		
90-79000	Office equipment	\$2,000.00	\$2,000.00
90-79001	Computer Equipment	\$7,200.00	\$8,200.00
	SUBTOTAL	\$9,200.00	\$10,200.00

	CONTINGENCY		
90-79002	Building Expense	\$2,200.00	\$5,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	SUBTOTAL	\$5,200.00	\$8,200.00
	TOTAL EXPENSES	\$381,996.00	\$523,168.12

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-39 designating City Election Polling Places and amending early voting hours for the Joint Election of the City of Lockhart and Caldwell County to be held on November 8, 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election for the positions of Councilmember District 1, Councilmember District 2, and Two At-Large Councilmembers, 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. Early voting dates and times were included in the Ordinance 2022-27, which have changed. Polling locations were not included in Ordinance 2022-27 because the County EA was working on designating polling locations.

The changes to the early voting hours are as follows:

Monday, October 24, 2022	8:00 a.m. - 5:00 p.m.
Tuesday, October 25, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, October 26, 2022	8:00 a.m. – 5:00 p.m.
Thursday, October 27, 2022	8:00 a.m. – 5:00 p.m.
Friday, October 28, 2022	8:00 a.m. – 5:00 p.m.
Saturday, October 29, 2022	9:00 a.m. – 5:00 p.m. 8:00 a.m. – 5:00 p.m.
Sunday, October 30, 2022	Closed
Monday, October 31, 2022	8:00 a.m. – 5:00 p.m.
Tuesday, November 1, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, November 2, 2022	8:00 a.m. – 5:00 p.m.
Thursday, November 3, 2022	8:00 a.m. – 5:00 p.m. 7:00 a.m. - 7:00 p.m.
Friday, November 4, 2022	7:00 a.m. – 7:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The Caldwell County Commissioners Court approved the *Order of General Election for Caldwell County*, as attached, on August 9, 2022 which provides details about early voting and Election Day polling locations. Those details are also outlined in the City of Lockhart Ordinance 2022-39.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Approved Ordinance 2022-27 ordering the City of Lockhart November 8, 2022 General Election.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Ordinance 2022-39, as presented.

LIST OF SUPPORTING DOCUMENTS: Ordinance, City of Lockhart Voting District Map with County Election Precincts

ORDINANCE 2022-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

WHEREAS, state and city law provide that on November 8, 2022 there shall be a general election for the purpose of electing Councilmember District 1; Councilmember District 2; and Two Councilmembers At-Large; 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 March 1, 2022, the City Council approved the Joint Election Agreement between City of Lockhart and Caldwell County; and

WHEREAS, on July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election; and

WHEREAS, on August 9, 2022, the Caldwell County Commissioners Court approved the Order of General Election in Caldwell County, 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 City exercises no discretion with regard to the use of the County's voting precincts and polling places for the November 8, 2022 joint election.

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

Section 1. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the CITY for the November 8, 2022 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 8, 2022.

Section 2. Early Voting by Mail. The Council appoints Kimber Daniel 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 Blackjack St.,
Suite C
Lockhart, Texas 78644
(512) 668-4347
Email Address: kimber.daniel@co.caldwell.tx.us
Website Address: <https://www.co.caldwell.tx.us/>

Section 3. Early Voting. The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Kimber Daniel 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

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

Monday, October 24, 2022	8:00 a.m. - 5:00 p.m.
Tuesday, October 25, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, October 26, 2022	8:00 a.m. – 5:00 p.m.
Thursday, October 27, 2022	8:00 a.m. – 5:00 p.m.
Friday, October 28, 2022	8:00 a.m. – 5:00 p.m.
Saturday, October 29, 2022	8:00 a.m. – 5:00 p.m.
Sunday, October 30, 2022	Closed
Monday, October 31, 2022	8:00 a.m. – 5:00 p.m.
Tuesday, November 1, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, November 2, 2022	8:00 a.m. – 5:00 p.m.
Thursday, November 3, 2022	7:00 a.m. – 7:00 p.m.
Friday, November 4, 2022	7:00 a.m. – 7:00 p.m.

The Temporary Early Voting Polling Place is hereby designated as:

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

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 August 16, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

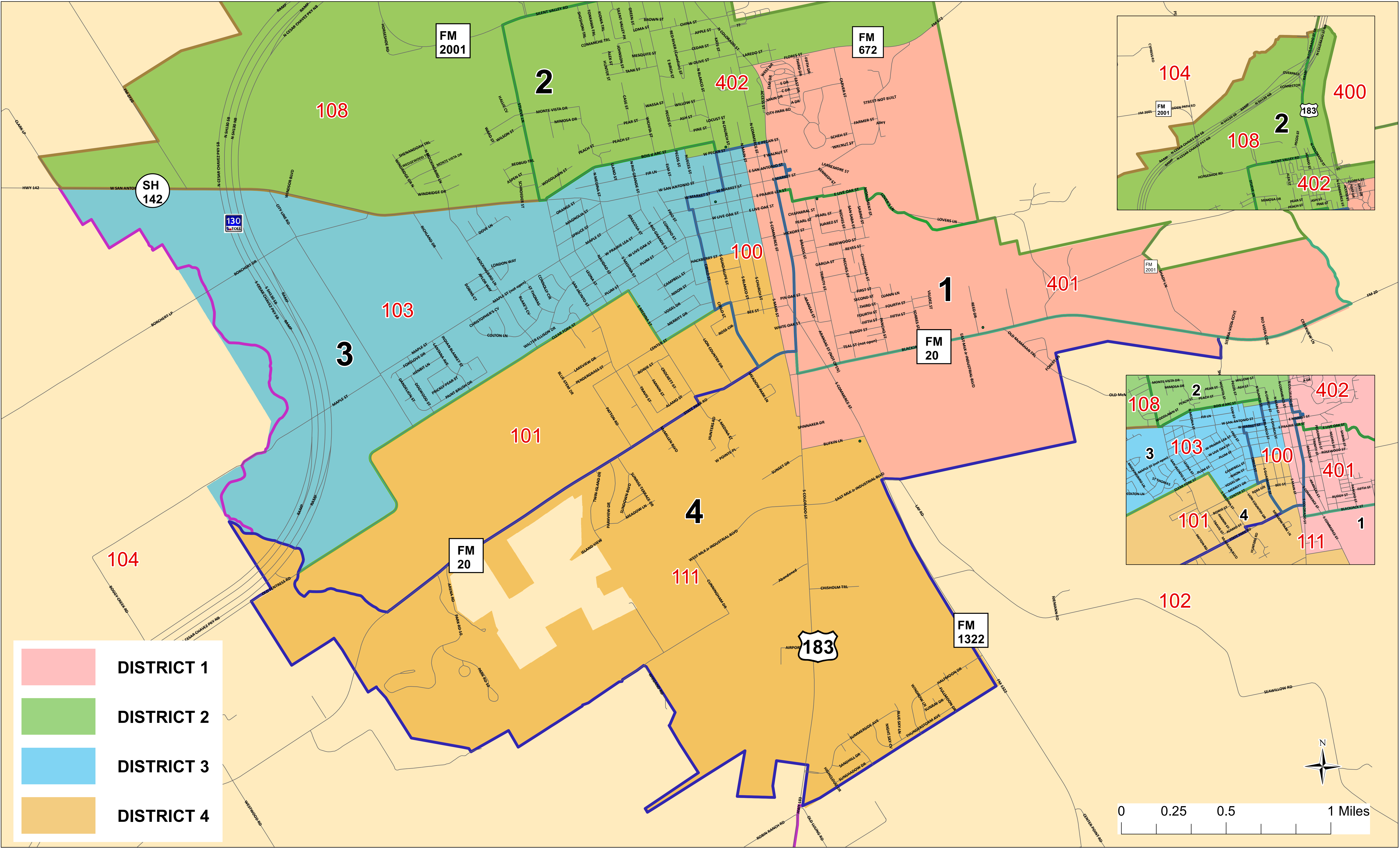
APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers, City Attorney

EXHIBIT "A"

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	County Precinct(s) <i>Precinto(s) de Condado</i>	City District(s) <i>Distritos de la Ciudad</i>
Lytton Springs Baptist Church	8511 FM 1854 Dale, 78616	404	N/A
St. Mary's Catholic Church Parish Hall	205 W. Pecan Lockhart, 78644	402	1, 2
St. Mark's Methodist Church	602 E. Live Oak Lockhart, 78644	401	1
Dale Fire Department	1414 RM 1854 Dale, 78616	400/405	N/A
Camino Real Ballroom	20070 Camino Real Dale, 78616	306	N/A
Fentress Community Church Hall	Hwy 20/Barber St. Fentress, 78622	305	N/A
Boyce Iron	9655 TX 142 Niederwald, 78640	303	N/A
Maxwell Fire Station	9655 TX 142 Maxwell, 78656	302	N/A
Three Rivers Community Church	103 Main St. Martindale, 78655	300/301	N/A
Prairie Lea Civic Center	6899 San Marcos Hwy Prairie Lea, 78611	206	N/A
McMahan Women's Community CTR	6022 FM 713 McMahan, 78616	204. 205	N/A
McNeil Baptist Church	14304 FM 1322 Luling, 78648	203	N/A
Southside Clubhouse	1305 Magnolia Luling, 78648	202	N/A
Luling Civic Center	300 E. Austin Luling, 78648	201	N/A
American Legion	1501 N Colorado Lockhart, 78644	108	2
VFW Post 8927 Hall	7007 S US Hwy 183 Lockhart, 78644	104	N/A
Grace Lutheran Fellow Ship Hall	108 N Medina Lockhart, 78644	103	3
Lockhart Evening Lions Club	220 Bufkin Ln. Lockhart, 78644	102, 111	1, 4
First Lockhart Baptist Church Connection Center	200 S. Blanco Lockhart, 78644	100, 101	1, 3, 4



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding park and recreation capital and operational priorities.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: In 2021, the City Council separated the existing Parks Department from the Public Works Department and created a new Parks and Recreation Department. A new Parks and Recreation Director position was created and Travis Hughes was hired as Lockhart's first Parks and Recreation Director on April 1, 2022. Mr. Hughes will present his initial observations of the existing parks system and identify potential capital and operational projects.

PROJECT SCHEDULE (if applicable): Immediate

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Excess ARPA funds that the City Council has not allocated can be used for Parks Improvements including design and engineering costs. The unallocated funds total \$792,000.

PREVIOUS COUNCIL ACTION: Parks and Open Space Master Plan development was approved in 2017.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Presentation



Assessment and Priorities

Parks & Recreation



2018 Master Plan

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 1 -Recreational Facilities Should be Multi-purpose and Adaptable
- Goal 2 -Recreational Improvements Should be Shared if Appropriate
- Goal 3 -Preserve Open Spaces and Acquire Additional Park Land
- Goal 4 -All Parks Should be Accessible to All Citizens/Users
- Goal 5 -Relationship Between Recreation/Parks and Economic Development
- Goal 6 -New Subdivisions Should Pay for Their Own Recreation Facilities



2018 Master Plan

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 7 -Park Equipment Should be Renovated/Replaced Every 15-20 Years
- Goal 8 -More Recreation Facilities Place a Financial Responsibility on City
- Goal 9 -Recreational Opportunities Should Celebrate the Variety of Cultures
- Goal 10 -Recreation Should be Coordinated to Avoid Duplication
- Goal 11 -Recreation Should be Integrated with Other Public Services
- Goal 12 -Citizens Should be Involved in all Phases of Planning for Recreation
- Goal 13 -Local Recreation Should be Integrated with Regional/State Plans



Identified Recreational Needs

Needs Based on 2017 Online Survey Results (Rank Ordered):

- General Park & Facility Upgrades
- Aquatics Upgrades
- Trails & Connectivity
- Adult Sports
- Existing Sports Complex Upgrades
- Indoor Recreation
- Events & Event Space



Level of Service Challenges

Facilities Challenges:

- **Park Facilities**
Aging Amenities, Aesthetics, Lighting, Security
- **Park Space**
Current Acreage = 115 acres Future Need (2027) = 165 acres (+50)
- **Population Proximity to Existing Parks**
More than a 15 Minute Walk for Two Quadrants of the City
- **Trails & Connectivity**
Connecting Neighborhoods to Parks and Parks to Each Other
- **Existing Recreation Complex Upgrades**
Swimming Pool, Soccer Complex, Little League Complex
- **Indoor Recreation Facility**
Identified as a Recreational Need in the 2017 Citizen Survey



Level of Service Challenges

Recreation Programming Challenges:

- **Youth Sports/Activities**
Support Existing (soccer/baseball), Expand Offerings, Aquatics, Camps
- **Adult Sports/Activities**
Non-existent
- **Recreation Leagues**
Facilities, Referees, League Supervision



Current Park Facilities Analysis

Nine Existing Developed Parks:

- **Existing Parks Facilities**
Generally Old and Need Replacement (Restrooms, Picnic tables, Play Structures, Bridges, Swing Sets, Way Finding)
- **Trails & Connectivity**
4 Parks are Connected by Trails (Pecos, Navarro, Arredondo, City Park)
- **Safety and Security**
Need to be Improved (lighting, cameras, locking restrooms)
- **Increase Shade and Seating**
Trees, Shade Structures, Benches, Picnic Tables



Priorities for Development

Short Term:

- **Renovate Existing Park Facilities** (create plans for each park -rank ordered)
-City Park, Lions Park, Soccer Complex, Maple Park, Nueces Park, Pecos Park, Braun Park, Navarro Park, Arredondo Park.
- **Add Amenities to Existing Facilities**
Splash Pads, Seating, Shade, Trees, Trails, Lighting
- **Improve Athletic Fields**
Grading, Irrigation, Turf Grass, Seating, Lighting
- **Connections**
Trails and Sidewalks



Priorities for Development

Long Term:

- Aquatic Facility to Replace Existing Facility
- City Park Upgrades to Event Spaces and Amphitheater
- Indoor Recreation Facility



Funding for Short & Long Term Plans

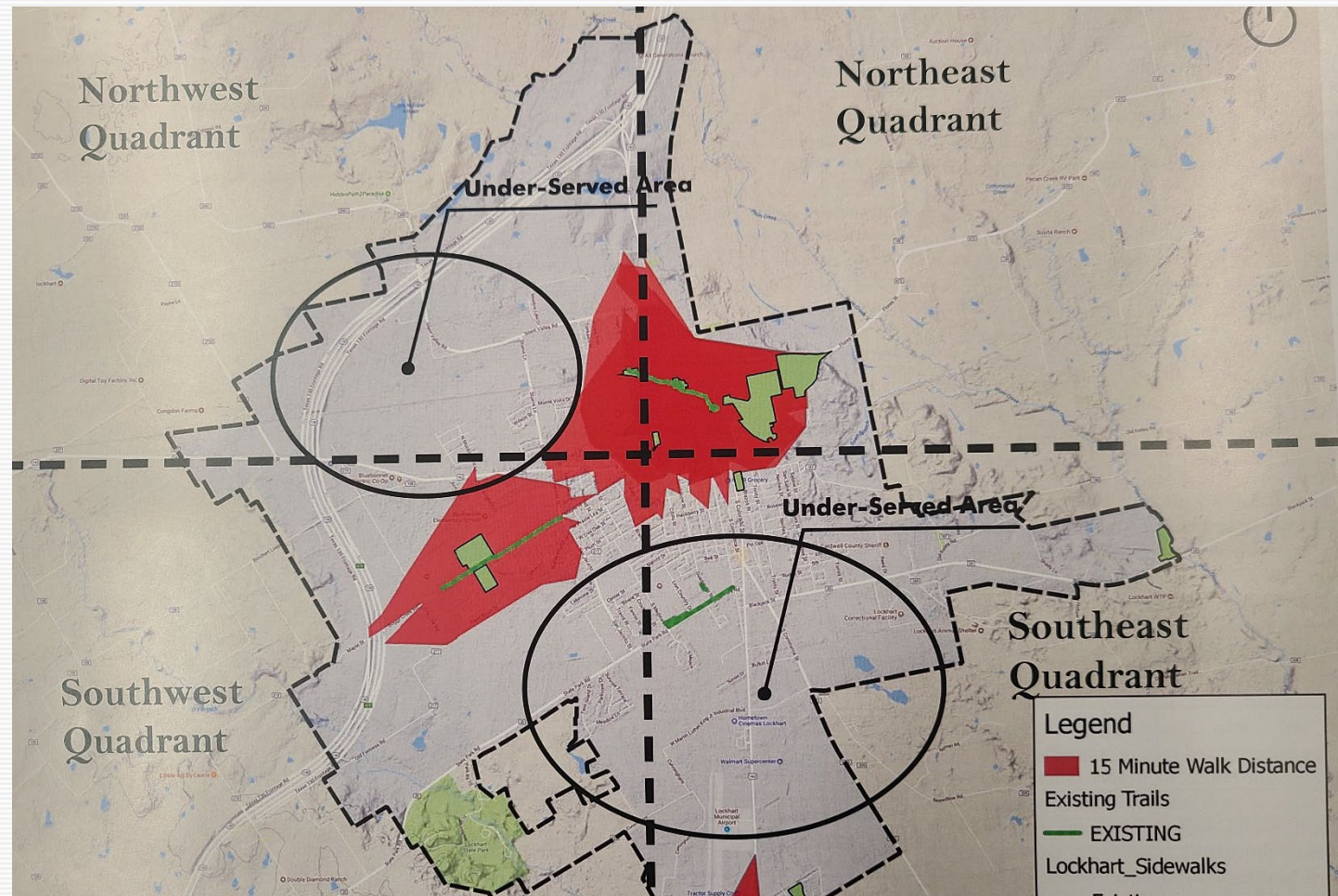
Sources:

- Bond Election
- Grants/Matching Funds
- Partnerships
- Donors

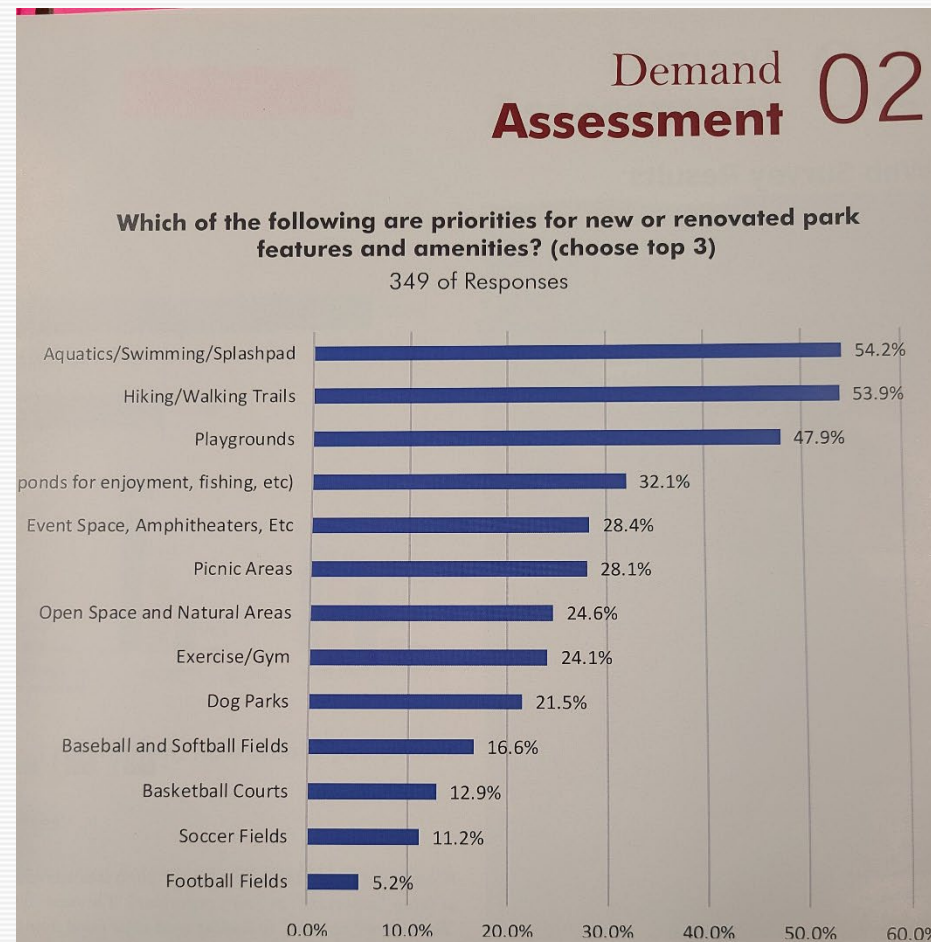
City Park Event Area



Underserved Quadrants of Lockhart



Priorities from 2017 Survey

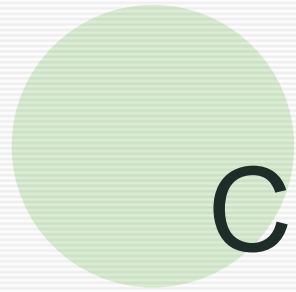


Navarro Park Amenities in Fair Condition



Navarro Park





City Branch Creek





Trail Head at Pecos Park



Aging Picnic Structure



Pecos Park Mixed Ageing Amenities



Large Pavilion Structure Example



Large Pavilion Structure Example



Medium Pavilion Example



Medium Pavilion Example



Medium Pavilion Example



Medium Pavilion Example



Small Pavilion Example



Picnic Table Shade Example



Picnic Table Shade Example



Picnic Table Shade Example



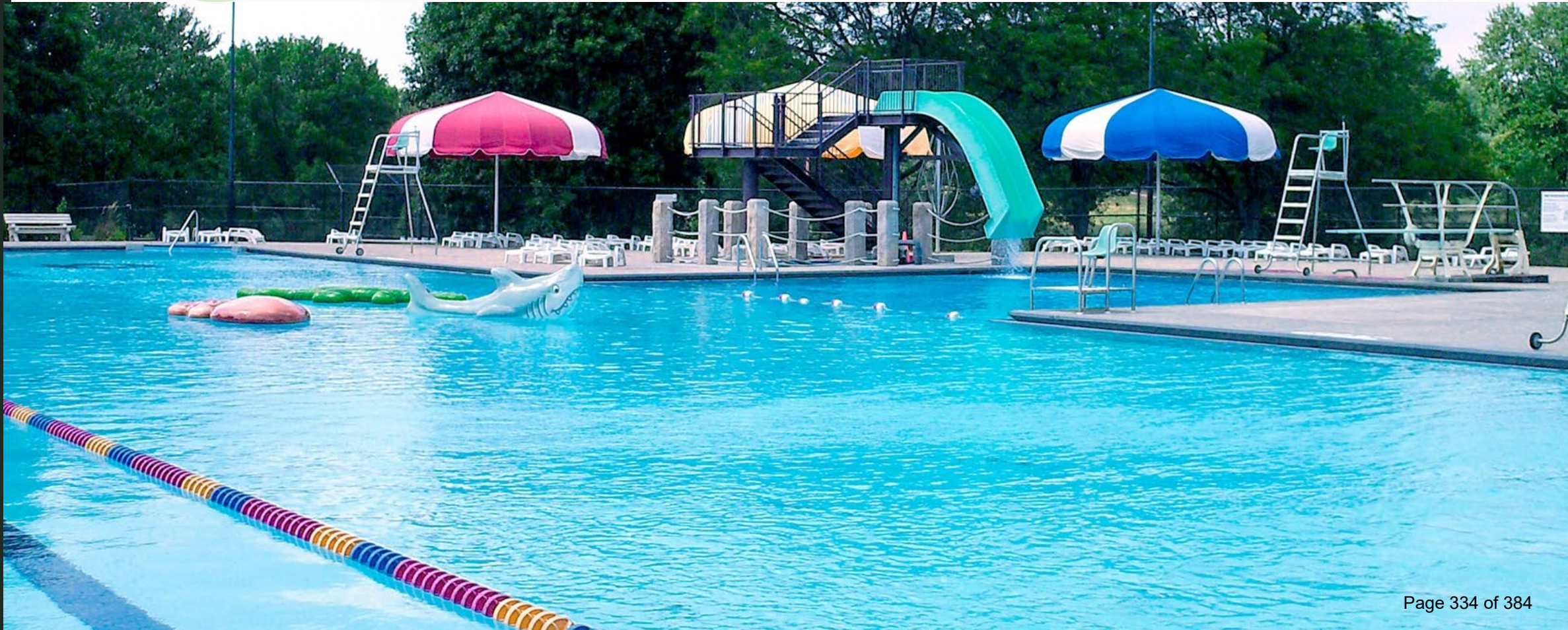
Picnic Table Shade Example



Outdoor Pool with Multiple Amenities



Outdoor Pool with Multiple Amenities



Outdoor Pool with Multiple Amenities



Indoor Pool Example



Indoor Pool Example



Amphitheater Example



Ballfield Dugout Example



Rubberized Playground Surface Example



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding sidewalk rehabilitation and replacement projects for Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Staff have received increasing inquiries about sidewalk replacement and maintenance. For the last several months, City Council and staff have considered potential ordinances and programs to address deficient sidewalks throughout the city. However, no specific policy has been adopted. Staff have also inventoried and assessed deficiencies in sidewalks using criteria similar to surrounding municipalities.

During the City Council meeting held on May 17, 2022, the Council designated projects that would be funded by way of a tax note. Those projects included replacing/repairing deficient sidewalks that are in the most critical need for repair, in the amount of up to \$350,000 from the tax note. Addressing the suggested repairs from staff's initial assessment will bring a number of the sidewalks in Lockhart to comply with conventional standards and ease future sidewalk maintenance needs.

PROJECT SCHEDULE (if applicable): FY 2022- 2023

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$350,000

Account Number: 100-5633-935-00

Funds Available: \$350,000

Account Name: Sidewalks

FISCAL NOTE (if applicable): Funds were added to 2022-23 Annual Operating Budget after issuing Series 2022 Tax Note.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends authorizing staff to proceed in a formal bidding process to replace and rehabilitate sidewalks documented as deficient in the initial sidewalk assessment.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Sidewalk Rehabilitation and Replacement Projects
22-23

Sidewalk Rehabilitation and Replacement Projects

2022-2023

Initial Sidewalk Deficiency Assessment

- There are over 28 miles of public sidewalks within the City were inventoried
- Staff has identified 3,412 linear feet of concrete sidewalks and 25 ramps of deficiencies that meet the proposed sidewalk deficiency criteria. The estimated cost to repair these prioritized deficiencies is \$353,000 excluding engineering: geo-tech, driveways, contingencies ROW/easements, legal services and surveying.
- City Council appropriated \$350,000 to use towards replacements and rehabilitation of the deficient sidewalks determined in the initial assessment

Projects Eligible During the Assessment

- Only existing sidewalks located in public right-of-way or dedicated sidewalk easements including single family neighborhoods, condominiums, town homes and commercial establishments
- Sidewalks containing 1 ½" or greater vertical trip hazards between panels, 1" or greater width separation between panels, and/or structural damage through the entire depth of the sidewalk panel

Projects Not Considered During Initial Assessment

- Sidewalks that do not connect to any other sidewalks
- Cosmetic damage that are neither structural failures or trip hazards
- Sidewalk in the Central Commercial Business District that potential will be affected by the Downtown Revitalization Project

How Were Projects Prioritized?

- Safe Routes To Schools
- Parks
- Arterial/Collector Streets
- Areas with high pedestrian traffic (Shopping, Medical)
- Major trip hazards “Worst-First”

What Happens Next?

- The City would bid the project package to obtain the best price through competitive bidding
- The City coordinates installation and inspects all work
- Sidewalks and ramps would be constructed to 4" minimum with #3 rebar
- Work anticipated to take place Spring 2023

Sidewalk Replacement Candidates



Sidewalk Replacement Candidates



Sidewalk Replacement Candidates



Sidewalk Ramp Replacement Candidates



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Consider the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Strey submitted an application to serve on the LEDC on August 2, 2022. Councilmember Bryant requested that the nomination be placed on the agenda to appoint Ms. Strey to the LEDC.

After review of the application, she meets the qualifications to serve on a city board and for the LEDC.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Application, Yolanda Strey board qualification checklist

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Yolanda C. Strey		Preferred Name Yolanda Strey	
Physical Home Address 505 Blakes Cove			
Mailing Address (if different)			
City Lockhart	State Texas	Zip 78644	
Home Phone 512-203-4620		Work Phone 512-516-5878	
Mobile Phone 512-203-4620			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☒ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Lockhart Economic Development Corp. Board. I have been a public servant in state government for 25+ years. Most of my career has been in areas of business development, strategic planning, contract management, procurement, construction/development and diversity and inclusion programs. I am an expert in forging partnerships that lead to new business development opportunities for small business and communities. I am eager to volunteer my time and bring my knowledge and expertise to this board.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- 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.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Digitally signed by Strey_Y
Date: 2022.08.02 21:18:14 -05'00'

08/2/2022

Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

APPLICANT'S NAME: Yolanda Strey**BOARD NAME(S):** Lockhart Economic Development Corp.

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**LEDC**

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

CURRENT LEDC MEMBER ROSTER

First	Last	Title	Address	Council Member	Date Appt	Exp (Nov)
Doug	Foster		1314 Clearfork St.	Jeffry Michelson	11/17/2020	2022
Alan	Fielder	Chair	119 S. Main	Mayor White	1/19/2021	2023
Juan	Alvarez, Jr.		600 Pearl	Juan Mendoza	12/21/2021	2023
Alfredo	Munoz		1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	Vice-Chair	407 W. China St.	Brad Westmoreland	2/4/2020	2022
David	Bryant		1525 Shenandoah Cove	David Bryant	9/21/2021	2023
Sally	Daniel		113 E. San Antonio St., Apt. A	Kara McGregor	1/5/2021	2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Consider the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Hughes submitted an application to serve on the Airport Advisory Board on December 14, 2021. Councilmember McGregor requested that the nomination be placed on the agenda to appoint Mr. Hughes to the Airport Board.

After review of the application, Mr. Hughes meets the qualifications to serve on a city board and on the Airport Board..

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Thomas Hughes - Airport Bd application

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Thomas Hughes E-mail: ThomasHXL1@Gmail.com

ADDRESS: 2345 Westwood Rd HOME#: —

lockhart tx 78644 WORK#: 512 488 2214

OCCUPATION: Operations Manager CELL# 386 748 4903

EDUCATION (optional): —

How long have you been a resident of Lockhart? 3 years

Are you a qualified voter of the City? Yes ☒ No ☐ VOTER REG. #: —

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: —

ADDITIONAL PERTINENT INFORMATION/REFERENCES: Current pilot for the last 10 years, Airplane owner, familiar with Airport operations

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:
(Please limit your selection to no more than three. List in order of preference: 1,2,3)

☒ Airport Advisory Board	☐ Electric Board
☐ Board of Adjustments & Appeals	☐ Historic Preservation Commission
☐ Construction Board of Appeals	☐ Library Board Advisory Bd.
☐ Economic Development Revolving Loan	☐ Parks and Recreation Advisory Bd.
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission

Do you serve on any other board/commission/committee at this time? If so, please list: —

Do you have any relative working for the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from any other governmental body?
Yes ☐ No ☒ If yes, what type? —


(Signature of Applicant)

12/8/2021
(Date)

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644
cconstancio@lockhart-tx.org

RECEIVED

DEC 14 2021

If you have any questions, please contact the City Secretary's Office at **CITY OF LOCKHART**
512-398-3461 **CITY SECRETARY'S OFFICE**

APPLICANT'S NAME: Thomas HughesBOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: n/a Caldwell County resident
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: n/a Caldwell County resident
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO N/A
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO N/A
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**Airport Advisory Board**

- ☒ Y or ☐ N Flight rated?
Five members must be flight rated.
Current # members flight rated? _____
- ☒ Y or ☒ N City Resident?
☒ Y or ☐ N If no, Caldwell County resident?
Two county residents allowed to serve.
Current # members county residents? 1
- ☐ Y or ☒ N Has 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? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. 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 Board. The 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. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

☒ NO

DISCRETION OF THE COUNCIL

NOTES:

As of Aug 12, 2022, Airport Bd has
one member that resides outside city limits
in Caldwell County

CURRENT AIRPORT BOARD MEMBERS

8-12-22

First Name	Last Name	Board Position	Address	City or County resident?	Flight Certified Past/Now	Council Member	Date Appt	Exp
Benny	Hilburn		508 Nixon St.	City	Yes	Mayor White	3/1/2022	2023
Andrew	Reyes		241 Acorn Rd.	County	Yes	Angie Sanchez	1/7/2020	2022
VACANT - Jan 2022	Chandler moved out of Lockhart					Kara McGregor		
Daniel	Koehler		213 Sunshadow Dr.	City	Student pilot	David Bryant	4/5/2022	2022
VACANT	Burrier (resigned 7-1-22)	Vice-Chair				Juan Mendoza		2022
Jake	McCullough	Chair	416 Summerside Ave.	City	Yes	Jeffry Michelson	1/18/2022	2024
Jason "Tex"	Cordova		936 W. Prairie Lea	City	No	Brad Westmoreland	2/4/2020	2022

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 16, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On July 19, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is a result of increased COVID cases.

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: History of COVID information updates, GA-38, GA-39, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40, Memorandum COVID19 level medium

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On **May 26, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On **July 19, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is due to an increase in COVID cases in the county.



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

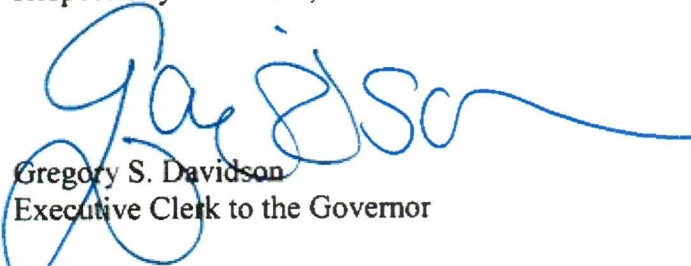
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to 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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

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

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

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

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

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

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

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.

- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:55pm O'CLOCK

JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:24 PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

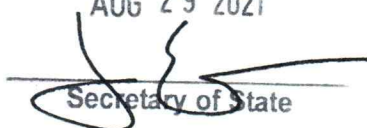


GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021


Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

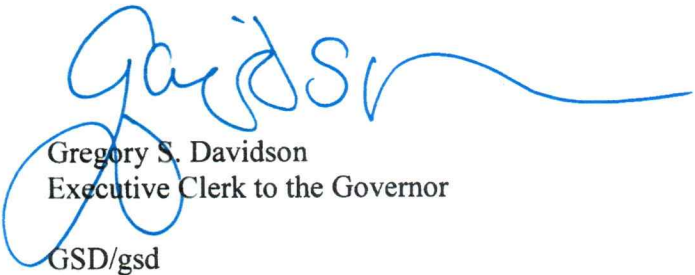
Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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 issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

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 Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

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

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

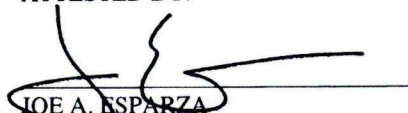
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza
From: Steven Lewis, City Manager
Date: June 2, 2022
Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- ☐ Low Risk
 - ☐ Stay up-to-date with COVID vaccines
 - ☐ Get tested if you have symptoms
- ☐ Medium Risk

- ☐ Same precautions as low risk and:
 - ☐ Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- ☐ High Risk
 - ☐ Same precautions as medium risk and:
 - ☐ Wear a mask indoors in public
 - ☐ Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.