

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

March 7, 2023

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 except to the extent specifically authorized under the Texas Open Meetings Act

DISCUSSION ONLY

- A. Discuss City Council minutes of the February 11, 2023 meeting. 4-5
- B. Discuss annual review of the City of Lockhart Emergency Warning System policies which includes the Outdoor Warning Sirens (OWS) and the Regional Notification System (RNS) in partnership with the Capital Area Council of Governments (CAPCOG). 6-23
- C. Presentation by Interim Police Chief Lunsford regarding the 2022 Racial Profiling Report. 24-89
- D. Discuss Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment. 90-94
- E. Discuss Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2023 funding year. 97-153
- F. Discuss authorizing the Mayor to acknowledge and accept funding on behalf of the City from the CDBG-MIT Regional Mitigation Program. 154-159
- G. Discuss the state of the Lockhart Farmers' Market. 160-164
- H. Discuss proposed retirement of police canine and agreement to sell the retired animal to the handler. 167-170
- I. Discuss Master Service Agreement for Professional Services between the City of Lockhart and Half Associates for Lockhart Parks & Recreation Department General Services and appointing the Mayor to sign the agreement for professional services, if approved. 171-192

7:30 P.M. REGULAR MEETING

1. **CALL TO ORDER**
Mayor Lew White

2. **INVOCATION, PLEDGE OF ALLEGIANCE**

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

3. **PUBLIC COMMENT**

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

4. **CONSENT AGENDA**

- A. Approve City Council minutes of the February 11, 2023 meeting. 193-194
- B. Approve Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment. 195-201

5. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2023 funding year. 202-258
- B. Discussion and/or action regarding authorizing the Mayor to acknowledge and accept funding on behalf of the City from the CDBG-MIT Regional Mitigation Program. 259-264
- C. Discussion and/or action regarding the state of the Lockhart Farmers' Market. 265-271
- D. Discussion and/or action to consider proposed retirement of police canine and agreement to sell the retired animal to the handler. 272-275
- E. Discussion and/or action to consider a Master Service Agreement for Professional Services between the City of Lockhart and Halff Associates for Lockhart Parks & Recreation Department General Services and appointing the Mayor to sign the agreement for professional services, if approved. 276-297

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

- Council / Planning and Zoning subcommittee on housing/development conducted first meeting.
- New splash pad project on Maple Street.
- Citywide Spring Clean Up Program on Saturday, March 25, 2023.
- Household Hazardous Waste Collection Event will be held Saturday, April 1, 2023 (rain or shine) for Lockhart residents.
- KidFish at City Park on March 18 at 9:00 a.m.
- Cemetery Spring Cleanup will take place March 28 -29, 2023

7. **COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST**
8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE SECTION 551.074 TO DELIBERATE REGARDING THE APPOINTMENT, EMPLOYMENT, AND DUTIES OF THE LOCKHART CHIEF OF POLICE**
9. **OPEN SESSION**
10. **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 3rd day of March, 2023 at 3:00 p.m.

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 11, 2023

9:00 A.M.

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

Council present:

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

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

Staff present:

Steven Lewis, City Manager
Julie Bowermon, Civil Service/HR Director

Kevin Lunsford, Interim Police Chief

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 9:22 a.m.

**ITEM 2. COMMUNITY MEET AND GREET REGARDING THE LOCKHART CHIEF OF
POLICE**

Mayor White announced that the Lockhart City Council had scheduled this special meeting for the purpose of conducting a Meet and Greet with the finalists being considered for the position of Chief of Police. This special meeting will involve Council discussion in Executive Session with the finalists.

Representatives from Public Safety Solutions, Max Westbrook and Bruce Mills, then provided a summary of the applicant screening process and explained a structured interview panel was held on February 10, 2023 with 5 semi-finalists. Following the structured interviews, 2 finalists were selected and invited to participate in the Community Meet and Greet. Those finalists were Michael Fratus and Gary Williamson.

Finalists Michael Fratus and Gary Williamson then briefly introduced themselves and provided brief remarks regarding their qualifications for Police Chief and interest in joining the City of Lockhart.

After initial introductions and brief remarks from the finalists, members of the public were free to mingle with the finalists.

**ITEM 3. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF
GOVERNMENT CODE SECTION 551.074 TO DELIBERATE REGARDING THE
APPOINTMENT, EMPLOYMENT, AND DUTIES OF THE LOCKHART CHIEF OF POLICE**

Mayor White announced that the Council would enter Executive Session at 9:55 a.m.

**ITEM 4. OPEN SESSION. Discussion and/or action regarding selection of the Lockhart Chief of
Police.**

Mayor White announced that the Council would enter Open Session at 11:50 a.m. There was no action taken.

ITEM 5. ADJOURNMENT

Mayor White announced that the meeting was adjourned at 11:53 a.m.

PASSED and APPROVED this the 7th day of March, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss annual review of the City of Lockhart Emergency Warning System policies which includes the Outdoor Warning Sirens (OWS) and the Regional Notification System (RNS) in partnership with the Capital Area Council of Governments (CAPCOG).

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Severe weather is common in Central Texas from March through November. This includes the typical, peak severe thunderstorm and tornado months from March to June, and it includes the Atlantic hurricane season from June 1 to November 30. The purpose of this agenda item is to complete a routine annual review of the policy and make any needed amendments before the upcoming severe weather season.

The current emergency warning system includes both outdoor and indoor warning methods.

The Outdoor Warning Sirens (OWS) consist of five (5) electro-mechanical rotating sirens strategically located throughout the city. The sirens are tested on the 1st Monday of each month at 1 p.m. and are maintained through an annual maintenance contract. Due to population growth on the west side, a 6th siren location may be needed in the future (see attached map) at an estimated cost of \$35,000. The OWS system is also in need of an upgrade to the server and software located at dispatch. Approximate cost is \$16,000.

Indoor warnings are managed through the CAPCOG Regional Notification System (WarnCentralTexas.org), which has been implemented for citizens to receive warnings and important information by phone (call or text), and computer (Email), to include automated weather warnings from the National Weather Service (NWS).

The current warning system was adopted by Resolution No. 2019-14 on July 2, 2019. Key points of the emergency warning system include the outdoor warning sirens are tested the first Monday of each month; dispatch staff conducts monthly tests in the event of a manual activation; and activation criteria for the sirens was adopted.

Outdoor Warning Sirens were activated twice by staff in 2022 for severe weather. The City of Lockhart currently has 11,767 contacts in WarnCentralTexas.org.

Previous Council Action: Emergency Warning Guidelines were adopted by Resolution 2019-14 on July 2, 2019.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Costs associated with west side siren location and software will be discussed in budget preparation for Fiscal Year 2023-24.

PREVIOUS COUNCIL ACTION: Emergency Warning Guidelines were adopted by Resolution 2019-14 on July 2, 2019.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Resolution 2019-14, 2.1 OUTDOOR WARNING SIRENS 7-2-2019, 2.2 REGIONAL NOTIFICATION SYSTEM (RNS) 7-2-2019, Warning Siren Map with New Location

RESOLUTION NO. 2019-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART ADOPTING EMERGENCY MANAGEMENT STANDARD OPERATION GUIDELINES FOR THE CITY OF LOCKHART OUTDOOR WARNING SIRENS AND FOR A REGIONAL NOTIFICATION SYSTEM

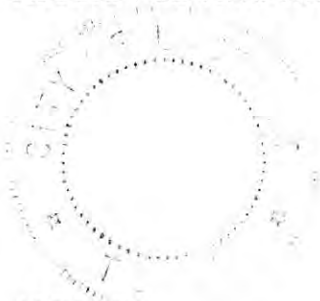
WHEREAS, the City of Lockhart maintains a "Lockhart Hazardous Weather Early Warning System" policy that specifies types of siren signals for particular hazardous weather events and identifies officers who are authorized to activate the early warning system; and

WHEREAS, it is the desire of the City Council of Lockhart to implement a comprehensive emergency warning system that addresses both the City's outdoor warning sirens and a regional notification system, providing for indoor warnings, summaries of purpose, definitions, operation procedures, chemical emergencies, and which addresses testing, operation, maintenance, and public education concerning the system;

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 current "Lockhart Hazardous Weather Early Warning System" policy is hereby amended and replaced by the following:
 - (a) "Emergency Management Standard Operating Guideline" for Outdoor Warning Sirens, number 2.1, attached hereto and Exhibit "A"; and
 - (b) "Emergency Management Standard Operating Guideline" for Regional Notification System," number 2.2, attached hereto as Exhibit "B."
3. Exhibits "A" and "B" are adopted and incorporated herein for all purposes, effective as of the date of this Resolution.

APPROVED AND ADOPTED on this, the 2th day of July, 2019.



ATTEST:



Connie Constancio, City Secretary

CITY OF LOCKHART



Lew White, Mayor

Approved as to form:



Monte Akers, City Attorney

EXHIBIT "A"



EMERGENCY MANAGEMENT STANDARD OPERATING GUIDELINE

TITLE: OUTDOOR WARNING SIRENS

NUMBER: 2.1

EFFECTIVE: July 2, 2019

Section 1 Purpose

1. The purpose of this procedure is to develop guidelines for the activation, testing and maintenance of the City of Lockhart "Outdoor Warning Sirens".

Section 2 Definitions

1. **Outdoor Warning Sirens (OWS):** Five electro-mechanical rotating sirens strategically located throughout the City of Lockhart to warn citizens outdoor of severe weather and chemical emergencies. See attached map for locations.
2. **Steady Tone:** Audible sound which will rise to its peak and maintain its full strength without declining for three minutes. The sound will have a natural increase and decrease due to the rotation of the siren head.
3. **Primary Activation Point:** Lockhart 9-1-1 Communication Center.
4. **National Weather Service (NWS):** Agency of the United States federal government that is tasked with providing weather forecasts, hazardous weather warnings to organizations and the public for the purposes of protection, safety, and general information.

Section 3 Siren Activation

Outdoor Warning Sirens may be activated for the following conditions in Lockhart:

1. Severe Weather (Steady Tone)

- The National Weather Service (NWS) issues a Tornado Warning.
- The National Weather Service (NWS) issues a Severe Thunderstorm Warning and indicates the potential for destructive winds of 70 mph or greater.
- Observed hail of 1.50" in diameter (ping pong ball) or greater.
- Any observed weather condition, which is judged to be hazardous to people and early warning would potentially save lives.

- A. All sirens will be activated for severe weather. Tornadoes, straight line winds, hail and other weather conditions will be confirmed by the NWS, storm spotters, police and fire supervisors or EOC staff before sirens are activated.
- B. On-duty Fire or Police supervisors will notify the 9-1-1 Communication Center or EOC if activated, with severe weather conditions and are authorized to activate the sirens by the 9-1-1 Communication Center for the above-mentioned weather conditions.
- C. The 9-1-1 Communications Center must have authorization to activate the Outdoor Warning sirens for any emergency.
- D. Designated public officials who are authorized to activate the Outdoor Warning Sirens include;
 - Police Chief or supervisor in charge
 - Fire Chief or supervisor in charge
 - Emergency Management Coordinator (EMC)
 - City Manager
- E. All calls from public about severe weather will be confirmed before activation of the sirens.
- F. Information on severe weather conditions will be passed on to the National Weather Service (NWS) by telephone (**800-292-5508**), Twitter (**@#eWXspotter**) or NWS Chat so warning can be issued if necessary.
- G. Notifications of severe weather may be received from:
 - a) National Weather Service (NWS) may issue warnings of severe weather in area; via telephone, telex, NWS Chat, NOAA weather radio, Regional Notification System (RNS), or television.
 - b) Police officers, firefighters or EOC staff will notify 9-1-1 Communication Center of severe weather in the city.
 - c) Members of community

2. Chemical Emergencies (Steady Tone)

- Railroad Accidents
- Fixed Facilities
- Explosives
- Radiological Accidents

- A. All sirens will be activated for a chemical emergency. Fire Department Incident Commander, Police Supervisor or EMC will determine when necessary to activate sirens for a chemical emergency.
- B. Reports of chemical emergencies from members of the public will be confirmed before activation of Outdoor Warning Sirens.
- C. Information on type of emergency, location, and action required must be distributed to the public for chemical emergencies. Public warning methods include; Regional Notification System (RNS), Social Media, and door to door.

Section 4 Monthly Testing

- 1. Sirens will be tested monthly on the first Monday at 1 PM by the 9-1-1 Communication Center. Sirens will be manually activated by the 911 dispatcher.
- 2. All sirens will be activated using the Severe Weather “Steady Tone” for three minutes.
- 3. Information about the monthly test will be posted on social media the day of the test and information about the Outdoor Warning Sirens will be posted on city’s website for review by public.
- 4. The Outdoor Warning Sirens will not be tested if the weather is threatening on the day of the test or a large event is planned for Lockhart. The 9-1-1 Communications Supervisor will make the final determination after reviewing the weather forecast, current weather conditions, and planned events.

Section 5 Operations / Maintenance

- 1. Lockhart Police Department will be responsible for the operation and maintenance of the Outdoor Warning Sirens.
- 2. Sirens will be monitored and activated from the Lockhart 9-1-1 Communication Center.
- 3. All malfunctions or alarms will be reported to the Lockhart Police Chief or his designee for investigation and repair.
- 4. An annual maintenance and repair contract will be maintained by the city.

Section 6 Locations

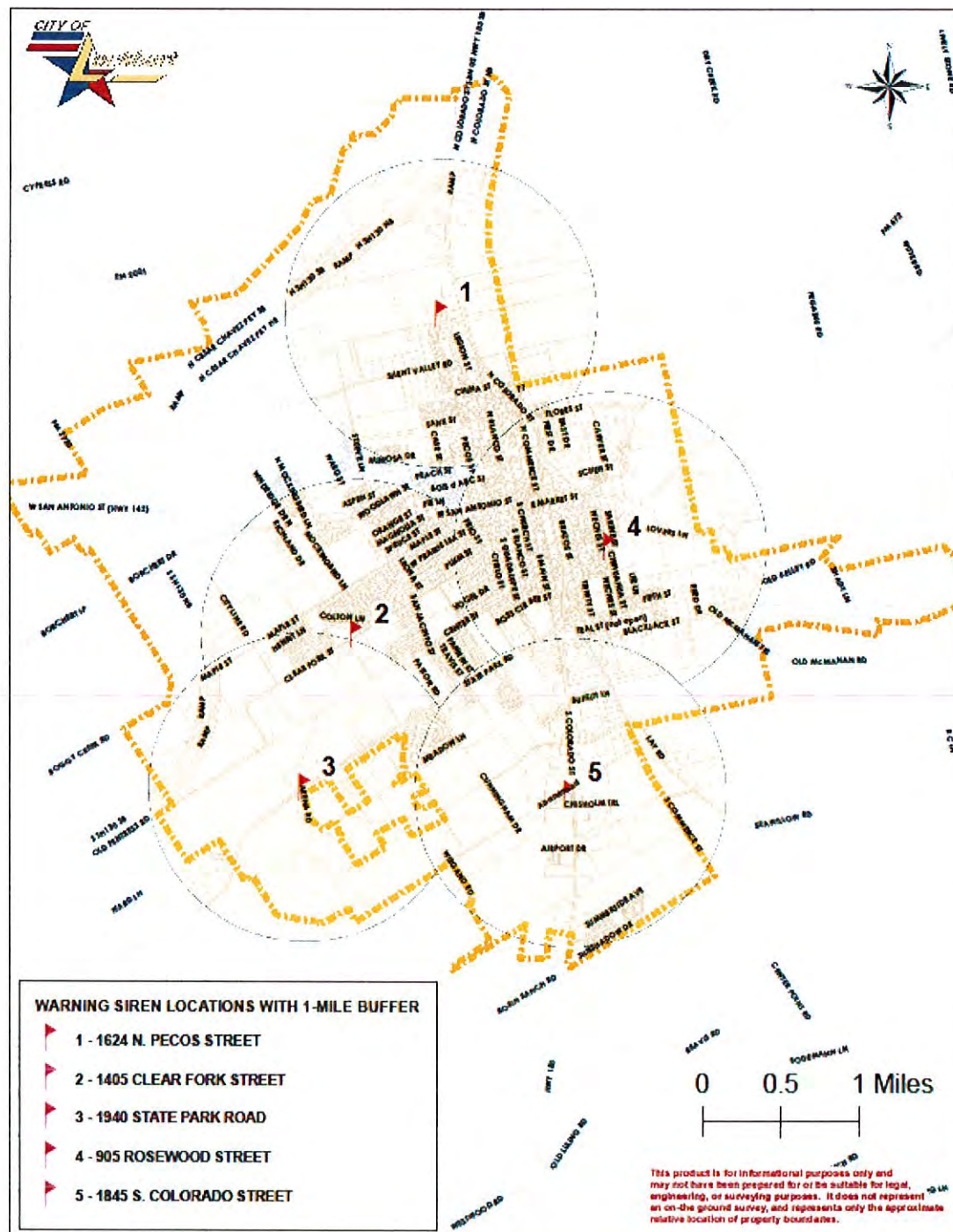


EXHIBIT "B"



EMERGENCY MANAGEMENT STANDARD OPERATING GUIDELINE

TITLE: REGIONAL NOTIFICATION SYSTEM
NUMBER: 2.2
EFFECTIVE: July 2, 2019

Section 1 Purpose

1. The purpose of this procedure is to develop guidelines for the use and maintenance of the City of Lockhart "Regional Notification System" (RNS).

Section 2 Definitions

1. **WarnCentralTexas.org** –The Capital Area Council of Governments (CAPCOG) uses a Regional Notification System (RNS) as a crucial public-safety tool. The web-based tool is available to users throughout the CAPCOG region to alert the public to emergency and non-emergency situations. It's an effective tool for notifying a relatively large number of people in a short period of time.
2. Messages may include content such as incident-specific information, recommended protective actions or response directives. They can be delivered to various devices that accept voice, Email or SMS text content and to alpha or numeric pagers.
3. The message sender identifies recipients, develops the message and determines which types of devices receive the message. Regional partners which use RNS can send voice messages to landline phones using CAPCOG's 9-1-1 database. However, residents and visitors to the CAPCOG region must register their cell phone numbers and Email addresses to receive notifications on mobile devices or computers.
4. In addition to alerts sent by local jurisdictions, residents may choose to receive automated warnings for tornados, severe thunderstorms or flash flooding, from the National Weather Service (NWS).

Section 3 Operation / Procedures

1. The following designated public safety officials are authorized to develop, approve, and/or initiate an emergency message;
 - Police Chief or supervisor in charge
 - Fire Chief or supervisor in charge
 - Emergency Management Coordinator (EMC)
 - City Manager

2. Each of the personnel above will have the authority to create emergency messages for the public. The message, area to send message, and time to send message will be given to 9-1-1 Communications to create the message.
3. The **Regional Notification System (RNS)** may be activated for the following types of emergency situations:
 - Boil-Water Notices
 - Missing Person / Child
 - Evacuation / Shelter-in-Place Notices
 - Natural Hazards (Wildfires, etc.)
 - Chemical Spills / Gas Leaks
 - Utility Outages
 - Major Traffic Disruptions
 - Criminal Alert
 - Other situations as approved by authorized public safety officials
 - Automated weather warnings from the National Weather Service (NWS) for Tornado, Flooding, Winter Storm, and Severe Thunderstorms
4. The pre-recorded phone message should include a description of the situation and any instructions for residents to take. Locations for additional information such as city website may be included in messages.
5. Additional notification systems may be used in connection with the RNS to distribute emergency information to the public. These systems include:
 - Outdoor Warning Sirens
 - Social Networking Sites (*Facebook, Twitter*)
 - Press Releases
 - City Cable Channel
 - City Website
6. The 9-1-1 Communications Center may also maintain city call out lists as provided by each department. Example: Management / EOC Team, Utilities call list, etc. Each department is responsible for updating the list and forwarding any changes to 9-1-1 Communications.
7. Emergency and non-emergency informational messages for staff may be delivered through the Regional Notification System (RNS).

Section 4 Testing / Maintenance

1. An RNS test message will be sent to a pre-determined number of city staff to test the system on the same date the Outdoor Warning Sirens are tested monthly. The 9-1-1 Communication Center will initiate the test message.
2. The 9-1-1 Communications Supervisor or on-duty Police supervisor will be the point of contact for the RNS system, to include operational issues, department call list, and emergency messages.

Section 5 RNS Marketing

1. The City of Lockhart will encourage citizens to enroll in the Regional Notification System (RNS) through newsletters, Social Media (Facebook, Twitter), city website, flyers at community events, and through public education in schools, etc.





EMERGENCY MANAGEMENT STANDARD OPERATING GUIDELINE

TITLE: **OUTDOOR WARNING SIRENS**
NUMBER: **2.1**
EFFECTIVE: **JULY 2, 2019**

Section 1 Purpose

1. The purpose of this procedure is to develop guidelines for the activation, testing and maintenance of the City of Lockhart “Outdoor Warning Sirens”.

Section 2 Definitions

1. **Outdoor Warning Sirens (OWS):** Five electro-mechanical rotating sirens strategically located throughout the City of Lockhart to warn citizens outdoor of severe weather and chemical emergencies. See attached map for locations.
2. **Steady Tone:** Audible sound which will rise to its peak and maintain its full strength without declining for three minutes. The sound will have a natural increase and decrease due to the rotation of the siren head.
3. **Primary Activation Point:** Lockhart 9-1-1 Communication Center.
4. **National Weather Service (NWS):** Agency of the United States federal government that is tasked with providing weather forecasts, hazardous weather warnings to organizations and the public for the purposes of protection, safety, and general information.

Section 3 Siren Activation

Outdoor Warning Sirens may be activated for the following conditions in Lockhart:

1. **Severe Weather (Steady Tone)**
 - The National Weather Service (NWS) issues a Tornado Warning.
 - The National Weather Service (NWS) issues a Severe Thunderstorm Warning and indicates the potential for destructive winds of 70 mph or greater.
 - Observed hail of 1.50” in diameter (ping pong ball) or greater.
 - Any observed weather condition, which is judged to be hazardous to people and early warning would potentially save lives.

- A. All sirens will be activated for severe weather. Tornadoes, straight line winds, hail and other weather conditions will be confirmed by the NWS, storm spotters, police and fire supervisors or EOC staff before sirens are activated.
- B. On-duty Fire or Police supervisors will notify the 9-1-1 Communication Center or EOC if activated, with severe weather conditions and are authorized to activate the sirens by the 9-1-1 Communication Center for the above-mentioned weather conditions.
- C. The 9-1-1 Communications Center must have authorization to activate the Outdoor Warning sirens for any emergency.
- D. Designated public officials who are authorized to activate the Outdoor Warning Sirens include;
 - Police Chief or supervisor in charge
 - Fire Chief or supervisor in charge
 - Emergency Management Coordinator (EMC)
 - City Manager
- E. All calls from public about severe weather will be confirmed before activation of the sirens.
- F. Information on severe weather conditions will be passed on to the National Weather Service (NWS) by telephone (**800-292-5508**), Twitter (**@#eWXspotter**) or NWS Chat so warning can be issued if necessary.
- G. Notifications of severe weather may be received from:
 - a) National Weather Service (NWS) may issue warnings of severe weather in area; via telephone, telex, NWS Chat, NOAA weather radio, Regional Notification System (RNS), or television.
 - b) Police officers, firefighters or EOC staff will notify 9-1-1 Communication Center of severe weather in the city.
 - c) Members of community

2. Chemical Emergencies (Steady Tone)

- Railroad Accidents
- Fixed Facilities
- Explosives
- Radiological Accidents

- A. All sirens will be activated for a chemical emergency. Fire Department Incident Commander, Police Supervisor or EMC will determine when necessary to activate sirens for a chemical emergency.
- B. Reports of chemical emergencies from members of the public will be confirmed before activation of Outdoor Warning Sirens.
- C. Information on type of emergency, location, and action required must be distributed to the public for chemical emergencies. Public warning methods include; Regional Notification System (RNS), Social Media, and door to door.

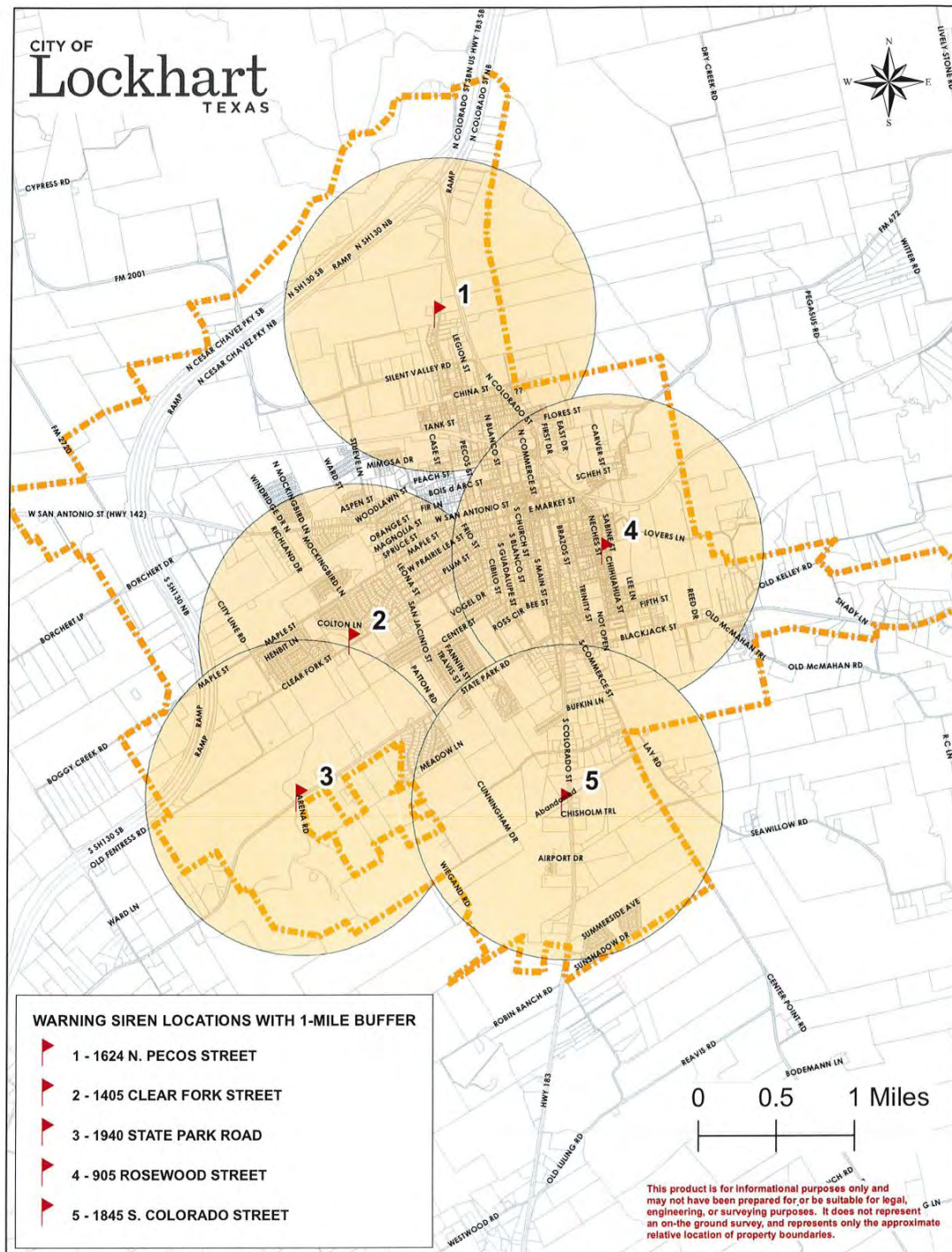
Section 4 Monthly Testing

- 1. Sirens will be tested monthly on the first Monday at 1 PM by the 9-1-1 Communication Center. Sirens will be manually activated by the 911 dispatcher.
- 2. All sirens will be activated using the Severe Weather “Steady Tone” for three minutes.
- 3. Information about the monthly test will be posted on social media the day of the test and information about the Outdoor Warning Sirens will be posted on city’s website for review by public.
- 4. The Outdoor Warning Sirens will not be tested if the weather is threatening on the day of the test or a large event is planned for Lockhart. The 9-1-1 Communications Supervisor will make the final determination after reviewing the weather forecast, current weather conditions, and planned events.

Section 5 Operations / Maintenance

- 1. Lockhart Police Department will be responsible for the operation and maintenance of the Outdoor Warning Sirens.
- 2. Sirens will be monitored and activated from the Lockhart 9-1-1 Communication Center.
- 3. All malfunctions or alarms will be reported to the Lockhart Police Chief or his designee for investigation and repair.
- 4. An annual maintenance and repair contract will be maintained by the city.

Section 6 Locations





EMERGENCY MANAGEMENT STANDARD OPERATING GUIDELINE

TITLE: **REGIONAL NOTIFICATION SYSTEM**

NUMBER: **2.2**

EFFECTIVE: **JULY 2, 2019**

Section 1 Purpose

1. The purpose of this procedure is to develop guidelines for the use and maintenance of the City of Lockhart “Regional Notification System” (RNS).

Section 2 Definitions

1. **WarnCentralTexas.org** –The Capital Area Council of Governments (CAPCOG) uses a Regional Notification System (RNS) as a crucial public-safety tool. The web-based tool is available to users throughout the CAPCOG region to alert the public to emergency and non-emergency situations. It’s an effective tool for notifying a relatively large number of people in a short period of time.
2. Messages may include content such as incident-specific information, recommended protective actions or response directives. They can be delivered to various devices that accept voice, Email or SMS text content and to alpha or numeric pagers.
3. The message sender identifies recipients, develops the message and determines which types of devices receive the message. Regional partners which use RNS can send voice messages to landline phones using CAPCOG’s 9-1-1 database. However, residents and visitors to the CAPCOG region must register their cell phone numbers and Email addresses to receive notifications on mobile devices or computers.
4. In addition to alerts sent by local jurisdictions, residents may choose to receive automated warnings for tornados, severe thunderstorms or flash flooding, from the National Weather Service (NWS).

Section 3 Operation / Procedures

1. The following designated public safety officials are authorized to develop, approve, and/or initiate an emergency message;
 - Police Chief or supervisor in charge
 - Fire Chief or supervisor in charge
 - Emergency Management Coordinator (EMC)
 - City Manager

2. Each of the personnel above will have the authority to create emergency messages for the public. The message, area to send message, and time to send message will be given to 9-1-1 Communications to create the message.
3. The **Regional Notification System (RNS)** may be activated for the following types of emergency situations;
 - Boil-Water Notices
 - Missing Person / Child
 - Evacuation / Shelter-in-Place Notices
 - Natural Hazards (Wildfires, etc.)
 - Chemical Spills / Gas Leaks
 - Utility Outages
 - Major Traffic Disruptions
 - Criminal Alert
 - Other situations as approved by authorized public safety officials
 - Automated weather warnings from the National Weather Service (NWS) for Tornado, Flooding, Winter Storm, and Severe Thunderstorms
4. The pre-recorded phone message should include a description of the situation and any instructions for residents to take. Locations for additional information such as city website may be included in messages.
5. Additional notification systems may be used in connection with the RNS to distribute emergency information to the public. These systems include;
 - Outdoor Warning Sirens
 - Social Networking Sites (*Facebook, Twitter*)
 - Press Releases
 - City Cable Channel
 - City Website
6. The 9-1-1 Communications Center may also maintain city call out lists as provided by each department. Example: Management / EOC Team, Utilities call list, etc. Each department is responsible for updating the list and forwarding any changes to 9-1-1 Communications.
7. Emergency and non-emergency informational messages for staff may be delivered through the Regional Notification System (RNS).

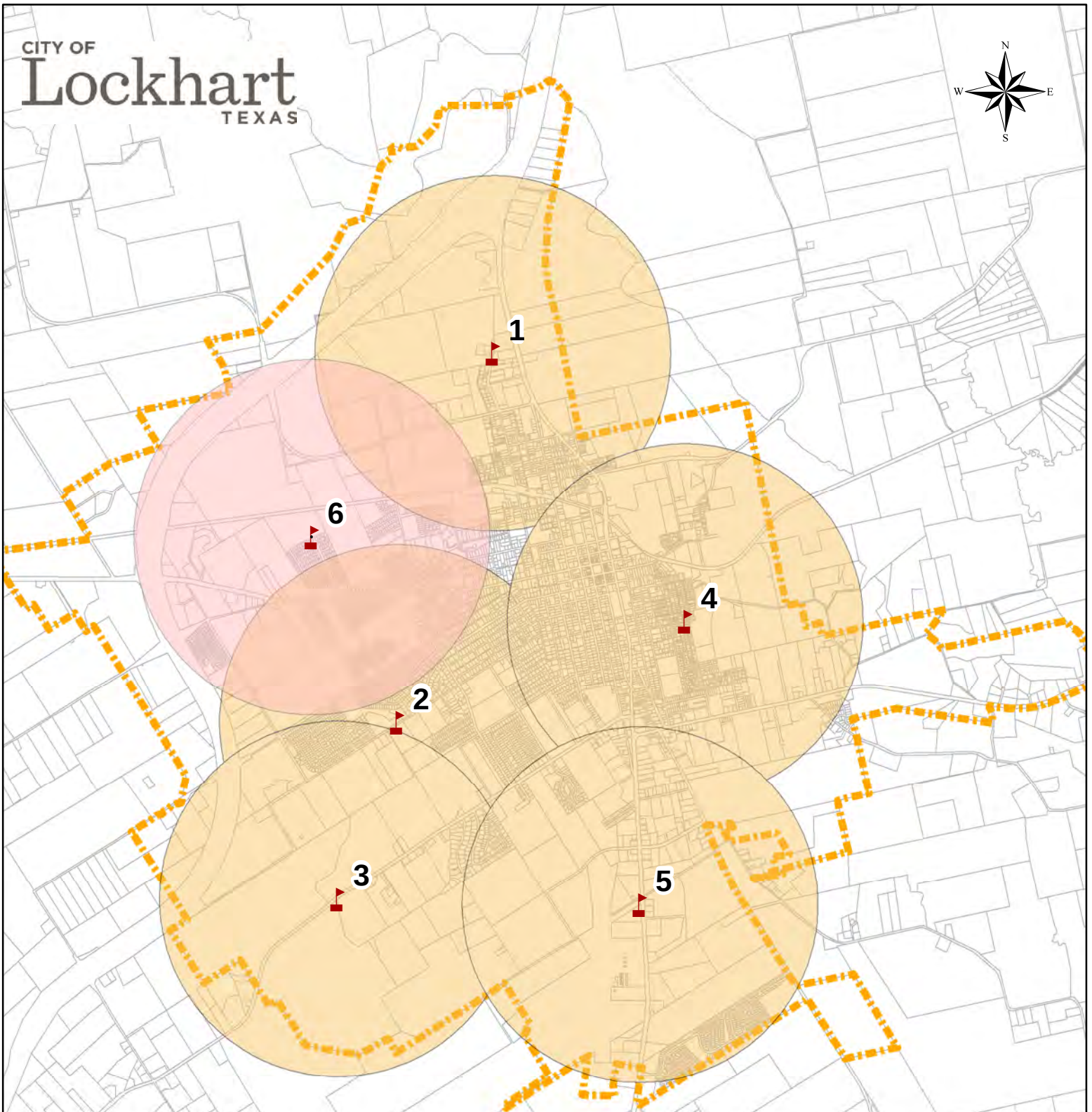
Section 4 Testing / Maintenance

1. An RNS test message will be sent to a pre-determined number of city staff to test the system on the same date the Outdoor Warning Sirens are tested monthly. The 9-1-1 Communication Center will initiate the test message.
2. The 9-1-1 Communications Supervisor or on-duty Police supervisor will be the point of contact for the RNS system, to include operational issues, department call list, and emergency messages.

Section 5 RNS Marketing

1. The City of Lockhart will encourage citizens to enroll in the Regional Notification System (RNS) through newsletters, Social Media (Facebook, Twitter), city website, flyers at community events, and through public education in schools, etc.





WARNING SIREN LOCATIONS WITH 1-MILE BUFFER

-  1, 1624 N. PECOS STREET
-  2, 1405 CLEAR FORK STREET
-  3, 1940 STATE PARK ROAD
-  4, 905 ROSEWOOD STREET
-  5, 1845 S. COLORADO STREET
-  6, 500 BLK N MOCKINGBIRD LN - NEW

0 0.5 1 Miles

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Presentation by Interim Police Chief Lunsford regarding the 2022 Racial Profiling Report.

ORIGINATING DEPARTMENT AND CONTACT: Police - Kevin Lunsford

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: State law requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops. In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: City Council received the 2022 Racial Profiling Report on February 21, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to acknowledge receipt of the 2022 Racial Profiling Report and place it on file.

LIST OF SUPPORTING DOCUMENTS: Cover Letter, Racial Profiling Report, Brazos Technology Data Report, Bias-Based Profiling, Lockhart Policy, State Law Regulating Racial Profile Reporting

CITY OF
Lockhart
TEXAS

February 1, 2023

Honorable Mayor and City Council,

Since 2001 Texas law has required police agencies to gather and report certain statistical data relating to Traffic Contact Reporting, also known as the Racial Profiling Report. This must be done prior to March 1st of each year. By law this data is to be provided to the City Council and filed with the Texas Commission on Law Enforcement (TCOLE). There is no action to be taken on your part.

The law requires that we document how many motor-vehicle stops resulted in a warning, a citation, or an arrest. Of those stops, we must also track the number of searches that occurred and whether the search was with consent or as the result of probable cause. The law further requires that officers receive training about Racial Profiling / Bias Based Policing and that the Department provide information on how to file a complaint of this nature against a police officer. The Racial Profiling Report for 2022 shows that the Lockhart Police Department has complied with all these requirements, as we have continuously done since the law was enacted.

During the analysis of this report, it become apparent that Lockhart Police Officers do not appear to be engaging in bias-based policing. During 2022 calendar year LPD conducted a total of 3,441 traffic stops. Of those there were only 21 stops in which the officer knew the race or ethnicity of the driver prior to making the traffic stop. That is slightly over ½ of a percent. The data reveals that the demographics of individuals stopped was statistically consistent with the demographics of our community. For instance, The US Census Bureau estimates that 52.4% of our population is considered Hispanic compared to LPD traffic stop data that reveals 55% of traffic stops were of Hispanic / Latino drivers. This is within the standard deviation of +/- 3%. The same can be said of Black drivers in which our population estimates are 6.1% and a traffic stop rate of 8.4%, again well within the standard deviation.

Additionally, out of 3,441 stops, only 152 resulted in searches developed from probable cause, violator consent, and other legal methods. 80% of those searches (121 out of 152) revealed contraband such as drugs, alcohol, stolen property, etc. Analysis of this data tells

me that officers are very familiar with the Fourth Amendment and are not, as a matter of course, involved in unreasonable searches and seizures.

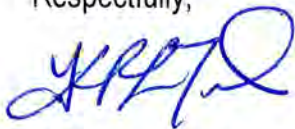
Other information that can be extrapolated from the data is that individuals stopped by Lockhart Police are much more likely to receiving a warning rather than a citation. In 2022, warnings were given in 69% of the traffic stops. This is important to note for those who erroneously might claim our community as a "speed trap" or some other baseless claim. This demonstrates that LPD officers embrace the view that traffic enforcement is to educate the public and gain voluntary compliance with the law. If, during a traffic stop, an officer is convinced that a warning is sufficient to gain that compliance, their job can be completed without summoning the violator to court. An analysis of this data easily shows that our officers are using discretion and that employees do not view traffic stops as a direct or indirect revenue source from the motoring public.

Other important information to glean is that officers are not using unreasonable force in these situations. Of the 3,441 traffic stops, only two resulted in bodily injury from the use of physical force. Additionally, there were zero complaints received against employees for alleged racial profiling violations.

My professional opinion, based on forty-plus years of experience, is that the Lockhart Police Department does a great job of policing this community. I see no evidence of bias-based policing, racial profiling, or heavy handedness. This is about as good of a report as anyone could hope for. I recommend continuing to utilize the electronic ticket writers which are a tremendous asset in data collection for these mandated reports. It would be wise to consider the purchase of additional devices as staffing is brought back to acceptable levels and as older devices wear out. It is also my recommendation that supervisors continue to monitor officers' videos as required by LPD policies and by Accreditation Best Practices.

This 2022 Annual Racial Profiling Report contains copies of the law, our internal policies, and statistical data for motor vehicle contacts in Lockhart. This report has been submitted to, and accepted by, the Texas Commission on Law Enforcement (TCOLE) as required by statute. Again, no action is required on your part.

Respectfully,



Kevin P. Lunsford
Interim Chief of Police

Racial Profiling Report | Full

Agency Name: LOCKHART POLICE DEPT.
Reporting Date: 01/25/2023
TCOLE Agency Number: 055201

Chief Administrator: KEVIN P. LUNSFORD

Agency Contact Information:
Phone: (512) 398-4401
Email: klunsford@ps.lockhart-tx.org

Mailing Address:
214 BUFKIN LN.
LOCKHART, TX 78644

This Agency filed a full report

LOCKHART POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the LOCKHART POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the LOCKHART POLICE DEPT. if the individual believes that a peace officer employed by the LOCKHART POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the LOCKHART POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LOCKHART POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LOCKHART POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DANIEL E. WILLIAMS
Lieutenant

Date: 01/25/2023

Total stops: 3441

Street address or approximate location of the stop

City street	2606
US highway	625
County road	15
State highway	176
Private property or other	19

Was race or ethnicity known prior to stop?

Yes	21
No	3420

Race / Ethnicity

Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1213
Hispanic / Latino	1898

Gender

Female	1224
Alaska Native / American Indian	2
Asian / Pacific Islander	4
Black	86
White	486
Hispanic / Latino	646
Male	2217
Alaska Native / American Indian	9
Asian / Pacific Islander	23
Black	206
White	727
Hispanic / Latino	1252

Reason for stop?

Violation of law	305
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	30
White	120

Hispanic / Latino	151
Preexisting knowledge	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Moving traffic violation	1978
Alaska Native / American Indian	8
Asian / Pacific Islander	12
Black	162
White	722
Hispanic / Latino	1074
Vehicle traffic violation	1153
Alaska Native / American Indian	1
Asian / Pacific Islander	13
Black	100
White	369
Hispanic / Latino	670
Was a search conducted?	
Yes	152
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	27
White	26
Hispanic / Latino	98
No	3289
Alaska Native / American Indian	10
Asian / Pacific Islander	27
Black	265
White	1187
Hispanic / Latino	1800
Reason for Search?	
Consent	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	3

Hispanic / Latino	3
Contraband	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	2
Probable	126
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	21
White	19
Hispanic / Latino	85
Inventory	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	8
Incident to arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was Contraband discovered?

Yes 121

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	20
White	21
Hispanic / Latino	79

No 31

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	5
Hispanic / Latino	19

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	1
Yes	0	No	0
Yes	6	No	14
Yes	6	No	15
Yes	5	No	74

Description of contraband

Drugs	94
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	18
Hispanic / Latino	60
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	27
Hispanic / Latino	2
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Other	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Result of the stop	
Verbal warning	1

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning	2668
Alaska Native / American Indian	7
Asian / Pacific Islander	26
Black	230
White	1013
Hispanic / Latino	1392
Citation	726
Alaska Native / American Indian	4
Asian / Pacific Islander	1
Black	52
White	185
Hispanic / Latino	484
Written warning and arrest	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	9
Hispanic / Latino	18
Citation and arrest	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	5
Hispanic / Latino	4
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	9
Hispanic / Latino	16
Violation of Traffic Law	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
Violation of City Ordinance	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Outstanding Warrant	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3439
Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1212
Hispanic / Latino	1897

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

DATA WAS PULLED OUR TRAFFIC DATA JAN,1 2022-DEC 31, 2022.

Submitted electronically to the



The Texas Commission on Law Enforcement

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops		
		3,441
		3,441

02. Location of Stop		
CITY STREET	75.73%	2,606
COUNTY ROAD	0.44%	15
PRIVATE PROPERTY OR OTHER	0.55%	19
STATE HIGHWAY	5.11%	176
US HIGHWAY	18.16%	625
Total	100.00%	3,441

03. Was Race Known Prior to Stop?		
N	99.39%	3,420
Y	0.61%	21
Total	100.00%	3,441

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
ASIAN/PACIFIC ISLANDER	0.78%	27
BLACK	8.49%	292
HISPANIC/LATINO	55.16%	1,898
WHITE	35.25%	1,213
Total	100.00%	3,441

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.16%	2
	ASIAN/PACIFIC ISLANDER	0.33%	4
	BLACK	7.03%	86

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05 Gender			
FEMALE	HISPANIC/LATINO	52.78%	646
	WHITE	39.71%	486
		100.00%	1,224
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.41%	9
	ASIAN/PACIFIC ISLANDER	1.04%	23
	BLACK	9.29%	206
	HISPANIC/LATINO	56.47%	1,252
	WHITE	32.79%	727
		100.00%	2,217
Total			3,441

06 Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.40%	8
	ASIAN/PACIFIC ISLANDER	0.61%	12
	BLACK	8.19%	162
	HISPANIC/LATINO	54.30%	1,074
	WHITE	36.50%	722
		100.00%	1,978
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	60.00%	3
	WHITE	40.00%	2
		100.00%	5
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.09%	1
	ASIAN/PACIFIC ISLANDER	1.13%	13
	BLACK	8.67%	100
	HISPANIC/LATINO	58.11%	670
	WHITE	32.00%	369

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
		100.00%	1,153
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.66%	2
	ASIAN/PACIFIC ISLANDER	0.66%	2
	BLACK	9.84%	30
	HISPANIC/LATINO	49.51%	151
	WHITE	39.34%	120
		100.00%	305
Total			3,441

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
Y	ALASKA NATIVE/AMERICAN INDIAN	0.66%	1
	BLACK	17.76%	27
	HISPANIC/LATINO	64.47%	98
	WHITE	17.11%	26
		100.00%	152
Total			3,441

08. Reason for Search?			
CONSENT	BLACK	33.33%	3
	HISPANIC/LATINO	33.33%	3

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08: Reason for Search?			
CONSENT	WHITE	33.33%	3
		100.00%	9
CONTRABAND IN PLAIN VIEW	BLACK	42.86%	3
	HISPANIC/LATINO	28.57%	2
	WHITE	28.57%	2
		100.00%	7
INCIDENT TO ARREST	WHITE	100.00%	1
		100.00%	1
INVENTORY	HISPANIC/LATINO	88.89%	8
	WHITE	11.11%	1
		100.00%	9
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
PROBABLE CAUSE	ALASKA NATIVE/AMERICAN INDIAN	0.79%	1
	BLACK	16.67%	21
	HISPANIC/LATINO	67.46%	85
	WHITE	15.08%	19
		100.00%	126
Total			3,441

09: Was Contraband Discovered?			
N	BLACK	22.58%	7

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

09. Was Contraband Discovered?			
N	HISPANIC/LATINO	61.29%	19
	WHITE	16.13%	5
		100.00%	31
Y	ALASKA NATIVE/AMERICAN INDIAN	0.83%	1
	BLACK	16.53%	20
	HISPANIC/LATINO	65.29%	79
	WHITE	17.36%	21
		100.00%	121
Total			152
10. Description of Contraband			
ALCOHOL	BLACK	6.45%	2
	HISPANIC/LATINO	87.10%	27
	WHITE	6.45%	2
		100.00%	31
CURRENCY	HISPANIC/LATINO	100.00%	1
		100.00%	1
DRUGS	BLACK	17.02%	16
	HISPANIC/LATINO	63.83%	60
	WHITE	19.15%	18
		100.00%	94
OTHER	ALASKA NATIVE/AMERICAN INDIAN	9.09%	1
	BLACK	27.27%	3
	HISPANIC/LATINO	36.36%	4

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

II. Description of Contraband			
OTHER	WHITE	27.27%	3
		100.00%	11
STOLEN PROPERTY	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			138

III. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.55%	4
	ASIAN/PACIFIC ISLANDER	0.14%	1
	BLACK	7.16%	52
	HISPANIC/LATINO	66.67%	484
	WHITE	25.48%	185
		100.00%	726
CITATION AND ARREST	BLACK	35.71%	5
	HISPANIC/LATINO	28.57%	4
	WHITE	35.71%	5
		100.00%	14
VERBAL WARNING	WHITE	100.00%	1
		100.00%	1
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.26%	7
	ASIAN/PACIFIC ISLANDER	0.97%	26
	BLACK	8.62%	230
	HISPANIC/LATINO	52.17%	1,392
	WHITE	37.97%	1,013
		100.00%	2,668
WRITTEN WARNING AND ARREST	BLACK	15.62%	5

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11: Result of the Stop			
WRITTEN WARNING AND ARREST	HISPANIC/LATINO	56.25%	18
	WHITE	28.12%	9
		100.00%	32
Total			3,441

12: Arrest Based On			
	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
OUTSTANDING WARRANT	BLACK	37.50%	3
	HISPANIC/LATINO	37.50%	3
	WHITE	25.00%	2
		100.00%	8
VIOLATION OF PENAL CODE	BLACK	19.35%	6
	HISPANIC/LATINO	51.61%	16
	WHITE	29.03%	9
		100.00%	31
VIOLATION OF TRAFFIC LAW	BLACK	20.00%	1
	HISPANIC/LATINO	40.00%	2
	WHITE	40.00%	2
		100.00%	5
Total			46

13: Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
	ASIAN/PACIFIC ISLANDER	0.79%	27
	BLACK	8.49%	292

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

13. Was Physical Force Used?			
N	HISPANIC/LATINO	55.16%	1,897
	WHITE	35.24%	1,212
		100.00%	3,439
Y	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Total			3,441
Was Arrest Due to Contraband Found?			
N	BLACK	13.79%	4
	HISPANIC/LATINO	58.62%	17
	WHITE	27.59%	8
		100.00%	29
Y	BLACK	35.29%	6
	HISPANIC/LATINO	29.41%	5
	WHITE	35.29%	6
		100.00%	17
Total			46

	LOCKHART POLICE DEPARTMENT	
	Policy 328 Bias-Based Profiling	
	Effective Date: January 1, 2020	Revision Date: December 13, 2021
	Approved: Ernest Pedraza Chief of Police	
Pages 3	<i>KEVIN LUNSFORD</i> <i>INTERIM CHIEF 2/1/23</i> 	

328 Policy Manual

Bias-Based Profiling

328.1 PURPOSE AND SCOPE

The Lockhart Police Department strives to provide law enforcement services to our diverse community with due regard to the racial, cultural or other inherent differences of those we serve. It shall be the policy and practice of this department to provide law enforcement services and to enforce the law equally and fairly without discrimination toward any individual(s) or group. Race, ethnicity or nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group shall not be utilized as the basis for providing differing levels of law enforcement service or the enforcement of the law.

328.2 DEFINITION

Bias-Based Profiling - Any pattern or practice that includes, but is not limited to, stopping, detaining, frisking, or searching of subjects by police officers based on an individual's race, ethnicity, nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial Profiling - Bias-based profiling specifically dealing with initiating a law enforcement action based on an individual's race, ethnicity or nationality. (Tex. Code of Crim. Pro. art. 3.05, and 2.132(b) (1)).

328.3 POLICY

Police action must be based upon credible information known to the officer, which leads them to believe that an individual is, has been, or is about to be engaged in activity that is in violation of the law. Any other motivation for such actions is strictly prohibited.

- A. The practice of bias-based profiling shall not be tolerated by the Department.
- B. Officers shall ensure that the stopping, detaining, frisking, and/or searching of residents is based upon solid legal principles that conform to their training in arrest, search, and seizure.
- C. While the practice of racial profiling is strictly prohibited, it is recognized that race or ethnicity may be legitimately considered by an officer in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., subject description is limited to a specific race or group).

328.4 TRAINING

All sworn members of this department will complete all Texas Commission on Law Enforcement (TCOLE) mandated training on the subject of bias-based profiling. All sworn employees are required to receive anti-bias training yearly.

328.5 COMPLIANCE

The Lockhart Police Department will investigate all complaints involving bias-based profiling by any employee as outlined in Policy 902 ([Administrative Investigation Procedures](#)).

328.5.1 DISCIPLINARY ACTION

Officers are not subject to disciplinary action based solely on the statistical data collected as a result of this policy. It is the motivating action(s) and/or inaction(s) of officers that will constitute the basis of any internal disciplinary action.

328.6 REQUIRED DOCUMENTATION

The Lockhart Police Department profoundly rejects the practice of bias-based profiling and attempts to accurately document officer-initiated contacts with the public. Documentation requirements are located in Policy 402 ([Incident Reporting and Documentation](#)).

328.7 ANNUAL REPORT

The Chief of Police shall submit an annual report as required by Tex. Code of Crim. Pro. § 2.132(b) to TCOLE and each governing body served by this agency. Further, unless exempt under Tex. Code of Crim. Pro. art. 2.135, each year prior to March 1, the Chief of Police shall provide to TCOLE and to each governing body served by this agency a report containing an analysis of the information required by Tex. Code of Crim. Pro. art. 2.133 (Tex. Code of Crim. Pro. art. 2.134(b)).

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.

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

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented

to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

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policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or

ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

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during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

- (1) a comparative analysis of the information compiled under Article 2.133 to:
 - (A) determine the prevalence of racial profiling by peace officers employed by the agency; and
 - (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
 - (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
 - (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public

Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

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(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher

education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

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SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating

to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;

and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic

violation as defined by Chapter 522;

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(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [(7)] the date of conviction; and

(9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and

Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate Speaker of the House

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I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote:
Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

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Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[traffic] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the

agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to arrests made as a result of [resulting from] those [traffic] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [person] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

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municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[

[(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).

[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [the type] of the contraband or evidence [discovered];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections

(a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized

as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

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(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to

make motor vehicle [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

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data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal

treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

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(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as

reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

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(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;

(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]

(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and

(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed

\$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW

ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

(1) this chapter;

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(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;

or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An

offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

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Racial and Ethnic Designations

(H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

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

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following
vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

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The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

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

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability

[mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision 51

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a

reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
- (3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial

court may, as applicable:

- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
- (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

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or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

- (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
- (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY

COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

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(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

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otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent

offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

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(a) The commission shall:

- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
- (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission

orders, and rules

and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

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standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including

rules and procedures that require a county jail to:

- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read
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as follows:

- (d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a

grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;
- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other
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than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this section.

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(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read 60

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections

(b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
 - (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
 - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
 - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
 - (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information
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- relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to

the search; [and]

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance

shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

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and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

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available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal
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Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and

(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

_____, President of the
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Steven Lewis, Monte Akers

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On Feb. 9, 2023, Texas Gas Service Co. (TGS) notified officials in 27 cities in which TGS operates of a GRIP rate increase for its customers that will total \$11,524,441 on a system-wide basis, which will increase the average residential bill by \$2.49 per month.

The Gas Reliability Infrastructure Program ("GRIP") was adopted by the Texas legislature in 2003 to allow gas utilities to increase their rates annually, without going through a contested rate case before the Railroad Commission, to pay for certain infrastructure purchases and investments. The law does not allow cities to suspend the rates in preparation for filing contest to a proposed rate increase, but it does allow a city to suspend a proposed GRIP increase in order to have adequate time to review the proposed increases, analyze information and take appropriate action related to the proposed increase.

The purpose of Resolution No. 2023-02 is to implement that suspension to the extent allowed by the GRIP law (Sec. 104.301 Utilities Code).

PROJECT SCHEDULE (if applicable): If not suspended, the TGS GRIP rate increase will become effective April 10, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Adoption of Resolution No. 2023-02.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: TGS Letter, Resolution 2023-02 Texas Gas Service
Central-Gulf GRIP Suspension



**Texas
Gas Service**

A Division of ONE Gas

Stephanie G. Houle

1301 S. Mopac, Suite 400

Austin, TX 78746

512-370-8273 *Stephanie.houle@onegas.com

February 9, 2023

Honorable Mayors and Members of the City Councils
of the following Texas cities:

Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Re: Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2022 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the Central-Gulf Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company ("TGS" or the "Company"), a Division of ONE Gas, Inc., hereby files the attached tariffs to implement an Interim Rate Adjustment applicable to gas utility service provided to customers within the incorporated areas of the Central-Gulf Service Area ("CGSA") which includes the cities of Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Groves, Gonzales, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas (collectively, the "Cities"), which together with their environs and the environs of Bastrop and Buda, Texas comprise the Company's CGSA. TGS proposes that the tariffs (Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1) become effective in sixty (60) days and be applied to meters read on and after April 10, 2023. This filing is made pursuant to Section 104.301 (Interim Adjustment for Changes in Investment) of the Texas Utilities Code and is the Company's third interim rate adjustment filing with the Cities following its rate case filed in 2019.

Section 104.301 establishes the state's Gas Reliability Infrastructure Program and is commonly referred to as the "GRIP" statute. Its purposes are to encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases. The GRIP statute complements the traditional ratemaking and regulatory process by allowing for an annual interim adjustment of rates to reflect changes in the value of capital invested each year. The Cities have an initial period of not more than sixty (60) days to review the proposed rate adjustment, and may act to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days, as provided by subsection (a) of the GRIP statute.

GRIP adjustments are not intended to eliminate the need for a full and complete rate review in a rate case. At this time all interim rate adjustments are subject to complete review in the same



manner as other changes to the utility's invested capital that have occurred since the last rate case, and are subject to refund to the extent that any underlying investments are disallowed.

In this filing, the Company has determined the net increase in capital invested in the CGSA from January 1, 2022 through December 31, 2022 to be \$88,905,474. The Interim Rate Adjustment necessary to recover this incremental investment is \$11,524,441 on a system-wide basis, of which \$10,546,115 is attributable to customers in the incorporated areas, and would increase the average residential bill by \$2.49 per month excluding taxes.

The proposed Interim Rate Adjustment is allocated among the various customer classes in the same manner as the cost of service was allocated in the Company's current rates for the CGSA, and will be recovered through an increase in the monthly customer charge applicable to each customer class.

Exhibit 1 shows the impact the Interim Rate Adjustment will have on the average bill for each class of customers served in the CGSA. The Interim Rate Adjustment is detailed on Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1, filed herewith. The Company will provide notice of the proposed Interim Rate Adjustment to all affected customers, by bill insert or direct mail, not later than the 45th day after the date of this filing, as required by subsection (a) of the GRIP statute.

The Company is available to discuss or answer any questions you may have about this filing. TGS appreciates your consideration of the proposed IRA filing.

Respectfully Submitted,

Stephanie G. Houle
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
(512) 370-8273
(512) 370-8400 (facsimile)
stephanie.houle@onegas.com

Exhibit 1

Customer Class	Current Customer Charge	Proposed Customer Charge	Current Average Bill*	Proposed Average Bill*	Change in Average Bill*	% Change in Average Bill*
Gas Sales						
Residential (Rate Sch. 10) Average Usage of @ 3.1 Mcf*	\$20.36	\$22.85	\$55.52	\$58.02	\$2.49	4.49%
Commercial (Rate Sch. 20) Average Usage of 26.3 Mcf*	\$72.44	\$83.94	\$314.21	\$325.71	\$11.50	3.66%
Industrial (Rate Sch. 30) Average Usage of 256.9 Mcf*	\$623.37	\$790.46	\$2,985.70	\$3,152.79	\$167.09	5.60%
Public Authority (Rate Sch. 40) Average Usage of 44.2 Mcf*	\$117.75	\$138.52	\$523.49	\$544.27	\$20.77	3.97%
Public School Space Heating (Rate Sch. 48) Average Usage of 203.8 Mcf*	\$170.75	\$191.52	\$1,989.87	\$2,010.65	\$20.77	1.04%
Electrical Cogeneration (Rate Sch. C-1)	\$140.75	\$161.52	No Customers			
Compressed Natural Gas (Rate Sch. CNG-1) Average Usage of 1.7 Mcf*	\$439.97	\$584.03	\$454.58	\$598.63	\$144.06	31.69%
Standard Transportation (Rate Sch. T-1)						
Commercial Average Usage of 461.6 Mcf*	\$284.44	\$295.94	\$869.70	\$881.20	\$11.50	1.32%
Industrial Average Usage of 1,468.1 Mcf*	\$823.37	\$990.46	\$2,688.88	\$2,855.97	\$167.09	6.21%
Public Authority Average Usage of 3,592.6 Mcf*	\$140.75	\$161.52	\$339.02	\$359.80	\$20.77	6.13%
Public School Space Heating Average Usage of 122.5 Mcf*	\$270.75	\$291.52	\$393.40	\$414.17	\$20.77	5.28%
Electrical Cogeneration Average Usage of 33,978.5 Mcf*	\$140.75	\$161.52	\$15,868.42	\$15,889.19	\$20.77	0.13%
Compressed Natural Gas Average Usage of 2,816.8 Mcf*	\$464.97	\$609.03	\$2,347.72	\$2,491.77	\$144.06	6.14%

*Average bill usage per GUD No. 10928. Average bills exclude revenue-related taxes and includes cost of gas (except transportation). The 2022 cost of gas 12-month average is \$7.92 per Mcf.

RESOLUTION NO. 2023-02

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS SUSPENDING THE APRIL 10, 2023 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lockhart, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 9, 2023, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective April 10, 2023; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 10, 2023 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Stephanie G. Houle at 1301 S. Mopac, Suite 400, Austin, Texas 78746, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Resolution 2023-02

Page 1 of 2

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART,
TEXAS ON THIS 7th DAY OF MARCH 2023.**

APPROVED:

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
Deputy City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2023 funding year.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On February 15, 2023, the HOT Advisory Board met to discuss allocations for the 2023 funding year. Organizations were allowed to make presentations to the Board. The following three organizations made formal presentations: Lockhart Chamber of Commerce, the Gaslight-Baker Theatre, and Caldwell County Jail Museum. The total amount requested was \$165,000.

After much consideration and discussion, the Board recommended to the Council that the historical recipients receive their total requested amounts. There was discussion about providing additional funding to the Caldwell County Jail Museum in order for them to complete their renovations; an additional \$7,000 was approved by the HOT Board by unanimous vote.

Attached is the request list, the Board's recommendations, and allocation history.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$172,000

Account Number: 220-5199-2XX-00

Funds Available: \$156,918

Account Name: HOTEL/MOTEL EXPENDITURES

FISCAL NOTE (if applicable): There are still three quarters of collections until the end of fiscal year 2023.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the Council for the allocation of HOT funds.

LIST OF SUPPORTING DOCUMENTS: Application Request Chart FY23, HOT Applications

City of Lockhart, Texas

Council Agenda Item Cover Sheet

for 2022-23

HOT FUNDING APPLICATION REQUESTS FISCAL YEAR 2022-23	(A) Convention Center or visitor's center	(B) Registration of Convention Delegates	(C) Advertisting, Solicitations, Promotional programs to attract tourists and convention delegates.	(D) Promotion of the Arts that directly enhance tourism and the hotel & convention industry. (limit 15% budget)	(E) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs. (limit 15% budget)	(F) Expenses including promotional expenses, directly related to sporting events.	(G) Funding transportation systems for transporting tourists from hotel to any of the following: 1) commercial center; 2) convention center; 3) other hotels; and 4) tourist attractions.	(H) Signage directing tourists to sights and attractions that are frequently visited by hotel guests in the municipality	TOTAL REQUESTED FUNDING 2023	PRIOR YEAR 2022 ALLOCATIONS	BOARD APPROVED ALLOCATIONS FY 2023
				\$31,380	\$31,380						
1) Lockhart Chamber of Commerce Visitors' Center	\$25,000		\$30,000						55,000	50,000	55,000
2) Lockhart Chamber of Commerce Chisolm Trail Round Up			\$30,000	\$35,000					65,000	40,000	65,000
3) Hispanic Chamber of Commerce Cinco de Mayo			\$10,000						10,000	6,500	10,000
4) Hispanic Chamber of Commerce Diaz y Seis			\$10,000						10,000	6,500	10,000
4) Gaslight-Baker Theater					\$15,000				15,000	15,000	15,000
5) Lockhart Downtown Association Texas Swing									0	7,500	0
6) Caldwell County Jail Museum					\$10,000				10,000	5,000	17,000
7) Feria De Culturas									0	1,000	0
8) Texas Monthly-World Series BBQ									0	28,700	0
				\$35,000	\$25,000				\$165,000	\$160,200	\$172,000

CURRENT FUNDS AVAILABLE:

\$156,918.00

**LOCKHART
CHAMBER OF
COMMERCE –
CHISOLM TRAIL
ROUNDUP**

\$65,000

Application

Date: 2/10/2023

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Kimberly Clifton Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity chisholmtrailroundup.com

Non-Profit or For-Profit status: non-profit Tax ID #: 74-0750055

Entity's Creation Date: 1935

Purpose of your organization: _____

The mission of the Lockhart Chamber of Commerce is to promote

Event Information

Name of Event or Project: Chisholm Trail Roundup - 50th Anniversary

Date of Event or Project: June 8th - 10th, 2023

Primary Location of Event or Project: Lockhart City Park - 504 E. City Park Rd.

Amount Requested: \$ \$65,000

How will the funds be used: _____

1. Funding promotional activities of Chisholm Trail Roundup to attract overnight tourist hotel stays for the event through print, radio, TV, web, and social media advertising.

2. Funding musical entertainment that attracts overnight tourist hotel stays.

3. Funding the purchase of a new parade float, which will travel throughout the state to promote Chisholm Trail Roundup and Lockhart Tourism.

Primary Purpose of Funded Activity/Facility:

Chisholm Trail Roundup celebrates Lockhart's history on the Chisholm Trail, a frequented cattle drive.

It is a family friendly event that draws visitors and residents back to Lockhart to celebrate with a barbecue competition, live music, a rodeo, carnival rides, food and craft vendors, and much more.

Percentage of Hotel Tax Support of Related Costs

15% Percentage of Total Event Costs Covered by Hotel Occupancy Tax

_____ Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 30,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,

and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 35,000

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 50 years
2. Expected Attendance: 12,000 over the weekend
3. How many people attending the Event or Project will use _____ (fill in name of your city) hotels? approx. 200

Number of the people many nights will they stay: 1-3 nights

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

The Lockhart Chamber reserves approximately 15 rooms throughout the weekend for musical entertainers, rodeo producers, barbecue judges, and others.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>June 2022</u>	<u>\$40,000</u>	<u>100%</u>
<u>June 2021</u>	<u>\$25,000</u>	<u>100%</u>
<u>June 2019</u>	<u>\$18,000</u>	<u>98%</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers and event attendees

7. Please list other organization, government entities, and grants that have offered financial support to your project: Sponsorships from local businesses and individuals.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, admission is charged. Net anticipated is \$15,000 and is used to fund operating expenses of the Lockhart Chamber of Commerce and fund the following years Chisholm Trail Roundup.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 5,000
Radio: \$ _____
TV: \$ 5,000
Other Paid Advertising: \$ 35,000

Number of Press Releases to Media 25

Number Direct Mailings to out-of-town recipients 100

Other Promotions A new parade float that will travel across the state throughout the year to promote the festival and tourism; heavy social media ad campaigns; festival websites and magazines

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will expand our ad campaigns on various social media platforms and more travel/festival websites and publications.

13. What geographic areas does your advertising and promotion reach: _____

We will advertise throughout the state of Texas.

14. How many individuals will your proposed marketing reach who are located in another city or county? unknown

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than (insert deadline) to:

(fill in name, contact person, and address of your city or entity overseeing use of hotel tax)

**LOCKHART
CHAMBER OF
COMMERCE –
VISITORS CENTER**

\$55,000

Application

Date: 2/10/2023

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Kimberly Clifton Contact Phone Number: (512)398-2818

Web Site Address for Event or Sponsoring Entity www.lockhartchamber.com www.visitlockhar

Non-Profit or For-Profit status: Non-profit Tax ID #: 74-075055

Entity's Creation Date: Established in 1955

Purpose of your organization: _____

The mission is to promote a prosperous
business environment for our members and

Event Information

Name of Event or Project: Lockhart Visitors Center

Date of Event or Project: on going

Primary Location of Event or Project: Lockhart Chamber of Commerce (104 W. Market St.

Amount Requested: \$ 55,000

How will the funds be used: _____

To fund promotion of the City of Lockhart; promote
overnight hotel stays; maintain the operation of the Lockhart
Visitors Center including printing and distributing promotional
material, as well as maintain social and web visitor promotional
presence; publish updated community guide.

Primary Purpose of Funded Activity/Facility:

To fund advertising, solicitations, and promotions that attract tourists to Lockhart; fund printing fees for community guide, city map, barbecue brochures; fund operations of the Lockhart Visitors Center along with staff time devoted to visitors center operations.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 25,000
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 30,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,

and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: Established in 1955
2. Expected Attendance: 1,000 visitations in person annually, 1,000 calls per year, 100,000 website visits annually, expecting significant increase due to new location and hours
3. How many people attending the Event or Project will use _____ (fill in name of your city) hotels?
 Number of the people many nights will they stay: _____
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
_____	_____	_____
_____	_____	_____
_____	_____	_____
6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 20,000 -- Updated Community Guide with Lunar Cow Publishing

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____ Approx. 2,000 bulk mailings to travel/visitor centers.
~~Direct~~ mailings sent upon request.

Other Promotions Looking into social media campaigns via Facebook/Instagram

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Will attempt

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

VisitLockhartTX.com has a section dedicated to promoting local hotels

13. What geographic areas does your advertising and promotion reach:

Visitor and relocation packets are shipped nationwide upon request.

GCCHCC

CINCO DE MAYO

\$10,000

Application

Date: 02/09/2023

Organization Information

Name of Organization: Greater Caldwell County Hispanic Chamber of Commerce

Address: 200 E. Market Street Ste. B

City, State, Zip: Lockhart, Texas 78644

Contact Name: Jonathan Gonzales Contact Phone Number: 512-809-4111

Web Site Address for Event or Sponsoring Entity www.caldwellcountyhispanicchamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: 1988

Purpose of your organization: The Greater Caldwell County Hispanic Chamber of Commerce (GCCHCC) has been promoting and strengthening the economic welfare of the business community in Caldwell County by supporting education, civic leadership, and community development and by creating business opportunities for our members.

Event Information

Name of Event or Project: Cinco De Mayo Festival 2023

Date of Event or Project: May 5th and 6th 2023

Primary Location of Event or Project: Downtown Lockhart

Amount Requested: \$ 10,000

How will the funds be used: The funds will help with promotional items/material to draw in people from the surrounding cities by radio/flyer's/banners/gear. Also funds would be use to help bring in well recognized music artist as well as the necessities to ensure that the event is successful for the community of Lockhart. Having the appropriate equipment such as porta potties/on the grounds security is essential.



Primary Purpose of Funded Activity/Facility:

The purpose of this free event is to give back to our community for all the support that they have given to
the Hispanic Chamber and our beautiful city. It allows family, business owners, and incoming out of towners
to enjoy what Lockhart is about through our amazing local food and arts/ crafts vendors. As well for an opportunity
to build/create relationships and really embrace the culture diversity through music and food.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total Event Costs Covered by Hotel Occupancy Tax

_____ Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** Amount requested under this category: \$ 10,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

N/A



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 30+
2. Expected Attendance: 7k
3. How many people attending the Event or Project will use City of Lockhart hotels? 30+
Number of the people many nights will they stay: 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Not at the moment but will need rooms reserved for the stage and vendors crew

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>5/2022</u>	<u>6.5K</u>	<u>20+</u>
<u>5/2021</u>	<u>6.5k</u>	<u>20+</u>
<u>5/2019</u>	<u>6.5k</u>	<u>20+</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Get in contact with the local owners and obtain information on room usage during the time of the events

7. Please list other organization, government entities, and grants that have offered financial support to your project: Just small business around the local area with sponsorship



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

This is a free event. Any monies profited will be rolled into the next event taking place the third weekend of September, Deiz y Seis 2023.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 100
Radio: \$ 2500
TV: \$ _____
Other Paid Advertising: \$ 1500

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Facebook/Instagram/Promotional Flyers

10. Will you include a link to local hotels on your website for booking during this event?
Yes we will
-

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
No
-

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Will promote them on our flyer's and website

13. What geographic areas does your advertising and promotion reach: Austin, New Braunsful, Kyle Luling, San Antonio, San Marcos, Buda, Bastrop, Del Valle, Cedar Creek, and more
-



14. How many individuals will your proposed marketing reach who are located in another city or county? 10k people +

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Marketing Plan

1. Hot Tejano is one of the largest hispanic radio stations that would be broadcasting the event all over Texas and on their website/social media pages.
2. Utilizing our own website and social media pages for advertising the event.
3. In February of 2023, we will email out sponsorship forms to all our members/business members. Teirs will range from \$300 - \$7,500. The benefit of being a sponsor is that throught out the year we promote your business with every event we host.
4. Vendors rather food or arts/crafts can rent a booth for the two day event at a small fee to help cover cost plus get their name exposed.
5. With our networking relationships with businesses and other organizations around town, having them help promote the event expands the radius of advertising.
6. Most of all, it's a free event that draws in large crowds that helps with the Hispanic Chamber's drink sales.
7. 20 Food vendors and over 35 arts/crafts vendors will help in keeping the flow of traffic centered in downtown Lockhart during the event.

Schedule of Activities

Friday May 5th

6:00pm-6:30pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-9:30pm	TBD Music Artist
10:00pm-12:00am	TBD Music Artist

Saturday May 6th

12:00pm-2:00pm	TBD Music Artist
2:00pm-3:00pm	TBD Music Artist
3:00pm-4:30pm	TBD Music Artist
4:30pm-6:00pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-10:00pm	TBD Music Artist
10:00pm-10:30pm	TBD Music Artist
10:30pm-12:00am	TBD Music Artist



*** LIVE on the MICHELOB ULTRA STAGE ***
Historic Downtown Lockhart



CINCO DE MAYO 2021

Friday, May 7th
10:00PM - 12AM

Saturday, May 8th
10:00PM - 12AM

FRIDAY, MAY 7TH

6:00PM - 8:00PM: DJ SAMMY
 8:00PM - 10:00PM: DIAMONDBACK
 10:00PM - 12:00AM: THE HOMETOWN BOYS *LIVE*

SATURDAY, MAY 8TH

12:00PM - 1:00PM: BIG AS TEXAS SOUNDS - DJ V.I.P.
 1:00PM - 2:00PM: JALAPENO EATING CONTEST
 2:00PM - 3:00PM: THE DAN CORONA BAND
 3:00PM - 4:00PM: SANGRE DE MI TIERRA
 4:00PM - 6:00PM: DJ GABERREAL
 6:00PM - 7:00PM: ILYANN
 7:00PM - 8:00PM: JG SOUNDS
 8:00PM - 9:30PM: JUNCTION
 9:30PM - 10:00PM: JG SOUNDS
 10:00PM - 12:00AM: JAY PEREZ & THE BAND *LIVE*

**PURO TEJANO
SPONSOR**

Lockhart
 TEXAS

CTR
 COUNTRY TRAIL COUNTRY PRODUCTIONS
Texas
 SINCE 1981
 IWSG

**PRINTING
Solutions**



GCCHCC
DIAZ Y SEIS

\$10,000

Application

Date: 02/09/2023

Organization Information

Name of Organization: Greater Caldwell County Hispanic Chamber of Commerce

Address: 200 E. Market Street Ste. B

City, State, Zip: Lockhart, Texas 78644

Contact Name: Jonathan Gonzales Contact Phone Number: 512-809-4111

Web Site Address for Event or Sponsoring Entity www.caldwellcountyhispanicchamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: 1988

Purpose of your organization: The Greater Caldwell County Hispanic Chamber of Commerce (GCCHCC) has been promoting and strengthening the economic welfare of the business community in Caldwell County by supporting education, civic leadership, and community development and by creating business opportunities for our members.

Event Information

Name of Event or Project: Diez y Seis Festival 2023

Date of Event or Project: September 15th and 16th 2023

Primary Location of Event or Project: Downtown Lockhart

Amount Requested: \$ 10,000

How will the funds be used: The funds will help with promotional items/material to draw in people from the surrounding cities by radio/flyer's/banners/gear. Also funds would be use to help bring in well recognized music artist as well as the necessities to ensure that the event is successful for the community of Lockhart. Having the appropriate equipment such as porta potties/on the grounds security is essential.



Primary Purpose of Funded Activity/Facility:

The purpose of this free event is to give back to our community for all the support that they have given to the Hispanic Chamber and our beautiful city. It allows family, business owners, and incoming out of towners to enjoy what Lockhart is about through our amazing local food and arts/ crafts vendors. As well for an opportunity to build/create relationships and really embrace the culture diversity through music and food.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 10,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

N/A



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 30+
2. Expected Attendance: 7k
3. How many people attending the Event or Project will use City of Lockhart hotels? 30+
Number of the people many nights will they stay: 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and
at which hotels: Not at the moment but will need rooms reserved for the stage and vendors crew

5. List other years (over the last three years) that you have hosted your Event or Project with
amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>9/2022</u>	<u>6.5K</u>	<u>20+</u>
<u>9/2021</u>	<u>6.5k</u>	<u>20+</u>
<u>9/2019</u>	<u>6.5k</u>	<u>20+</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage
information, survey of hoteliers, etc.)? Get in contact with the local owners and obtain
information on room usage during the time of the events
7. Please list other organization, government entities, and grants that have offered financial
support to your project: Just small business around the local area with sponsorship



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

This is a free event. Any monies profited will be used to help facilitate the daily expenditures of rent, supplies, and promotional items for future events.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 100
Radio: \$ 2500
TV: \$ _____
Other Paid Advertising: \$ 1500

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Facebook/Instagram/Promotional Flyers

10. Will you include a link to local hotels on your website for booking during this event?
Yes we will

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
No

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Will promote them on our flyer's and website

13. What geographic areas does your advertising and promotion reach: Austin, New Braunsful, Kyle
Luling, San Antonio, San Marcos, Buda, Bastrop, Del Valle, Cedar Creek, and more



14. How many individuals will your proposed marketing reach who are located in another city or county? 10k people +

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Marketing Plan

1. Hot Tejano is one of the largest hispanic radio stations that would be broadcasting the event all over Texas and on their website/social media pages.
2. Utilizing our own website and social media pages for advertising the event.
3. In July of 2023, we will email out sponsorship forms to all our members/business members.
- Teirs will range from \$300 - \$7,500. The benefit of being a sponsor is that throught out the year we promote your business with every event we host.
4. Vendors rather food or arts/crafts can rent a booth for the two day event at a small fee to help cover cost plus get their name exposed.
5. With our networking relationships with businesses and other organizations around town, having them help promote the event expands the radius of advertising.
6. Most of all, it's a free event that draws in large crowds that helps with the Hispanic Chamber's drink sales.
7. 20 Food vendors and over 35 arts/crafts vendors will help in keeping the flow of traffic centered in downtown Lockhart during the event.

Schedule of Activities

Friday September 15th

6:00pm-6:30pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-9:30pm	TBD Music Artist
10:00pm-12:00am	TBD Music Artist

Saturday September 16th

12:00pm-2:00pm	TBD Music Artist
2:00pm-3:00pm	TBD Music Artist
3:00pm-4:30pm	TBD Music Artist
4:30pm-6:00pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-10:00pm	TBD Music Artist
10:00pm-10:30pm	TBD Music Artist
10:30pm-12:00am	TBD Music Artist



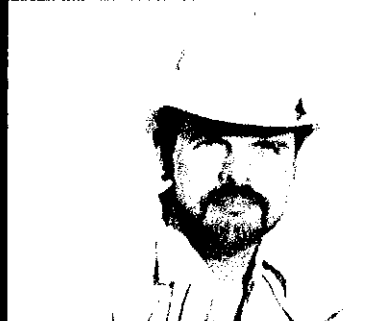
*** LIVE on the MICHELOB ULTRA STAGE ***

2022 Diez y Seis Celebration in Historic Downtown Lockhart



THE LATIN BREED

Friday, September 16th
10:30PM - 12AM



RICK TREVINO

Saturday, September 17th
8:30PM - 10PM



RUBEN RAMOS

Saturday, September 17th
10:30PM - 12AM

FRIDAY, SEPTEMBER 16TH

6:00PM - 7:00PM: DJ GABEREAL

7:00PM - 8:00PM: QUEMAZON

8:30PM - 10:00PM: THE TIARRAS *COURTHOUSE NIGHTS

10:30PM - 12:00AM: THE LATIN BREED *LIVE*

SATURDAY, SEPTEMBER 17TH

12:00PM - 10:30PM: JG SOUNDS / DJ X-RAY

12:00PM - 2:00PM: DIEZ Y SEIS CORNHOLE TOURNEY

3:00PM - 4:00PM MARIACHI SANGRE DE MI TIERRA

4:30PM - 6:00PM: BROKEN ARROW

6:30PM - 8:00PM: M - DOS

8:30PM - 10:00PM: RICK TREVINO *LIVE*

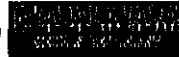
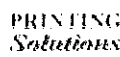
10:00PM - 10:30PM: PRESENTATION BY MAYOR LEW WHITE

10:30PM - 12:00AM: RUBEN RAMOS *LIVE*

PURO TEJANO SPONSOR



PEGASUS SCHOOLS, INC.



GASLIGHT BAKER THEATRE

\$15,000

Application

Date: February 1, 2023

Organization Information

Name of Organization: The Gaslight-Baker Theatre

Address: P.O.Box 1152. Street address 216 S. Main

City, State, Zip: Lockhart, TX, 78644

Contact Name: Jason Jones Contact Phone Number: 512-563-6975

Web Site Address for Event or Sponsoring Entity Www.mygbt.org

Non-Profit or For-Profit status: Non-Profit Tax ID #: 3-20330-7572-5

Entity's Creation Date: 06/01/2010

Purpose of your organization: We are an artistic organization dedicated to creating quality experiences that entertain plus stimulate all who come through our doors.

Event Information

Name of Event or Project: Continuing Theatre Restoration and Improvement

Date of Event or Project: TBD, 2023

Primary Location of Event or Project: Baker Theatre Facility and Haun building

Amount Requested: \$ 15,000

How will the funds be used: We are still waiting on a few bids but here is the order of the next things on the list. Full repainting of the Auditorium Floor, Outdoor painting on the Haun facility (both the Prairie Lea and Main side). Glass for the Tech booth which was funded by HOT funds in 2021. Curtain restoration. Stage floor Reinforcement and restoration.



Primary Purpose of Funded Activity/Facility:

Continuing to beautify and restore the 103 year old facility for the purpose of serving

The community of Lockhart with theatre.

Percentage of Hotel Tax Support of Related Costs

90 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

Typically HOT funds have covered 90% of these projects

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: Nearly 10,000 counting all events, classes and volunteers.
3. How many people attending the Event or Project will use City of Lockhart hotels? ____
Number of the people many nights will they stay: _____

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: We have occasionally had cause to rent rooms but not normally.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2021</u>	<u>12,000</u>	_____
<u>2022</u>	<u>15,000</u>	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Still working on this. Mostly we look at our out town purchases to decide. Shows are typically over between 10:30 and 11:00 p.m.
so unless folks are staying for something on Saturday, an increasing likelihood, they probably drive home. There was one huge exception this year. See attached note.
7. Please list other organization, government entities, and grants that have offered financial support to your project: None this year, although we are applying for a TCA grant.



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
We do charge for our mainstage shows and classes. All profit goes back into the theatre.
-
-

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ We are doing a few ads. I don't have the breakdown.
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ Around 10,000 primarily social media

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients We just started talking about direct mail

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?
We currently have local hotels listed on our website. Not linked as yet.
-

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Not something we've tried to do.
-

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Hotels are listed in our program this year.

13. What geographic areas does your advertising and promotion reach: All of central Texas including but not limited to, Caldwell, Travis, Williamson, Hays, Bastrop, Comal, Guadalupe and Bexar
-



14. How many individuals will your proposed marketing reach who are located in another city or county? I know that the Facebook audience outside of Lockhart is around 1.5k

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: With all events, classes and volunteers, we expect 10,000 this year.

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Addendum to the HOT funds application 2023

To the committee.

I apologize for being a little short on information this year. We have just redone our budget and are revamping how we handle our finances, statistical tracking, etc. as we try to bring our organization up to speed with the growth in our town. At the presentation next week I should have a complete picture of our attendance and marketing reports from the last calendar year. I can tell you that it has been a banner year for the GBT; possibly one of the best since we began.

As far as tourism goes, I can tell you that as we prepare more and more for walk-in and special events, on top of our regular season, the work we are doing at the theatre is making a huge difference. Last year's HOT funds budgeting for GBT paid to clean up backstage, shore up some safety issues, and renovate an upstairs bathroom for the use of volunteers and touring groups. On one day alone, during the Texas Monthly Barbecue Festival, we had about 40 people for tours. This number should go up for events in the future.

We are also concentrating more on volunteers this year, local and from surrounding counties. That should bring our reach up even more.

I listed our next few facility projects in the application, not including the anticipated work on the Haun building to give us new bathrooms and an extra lobby space. Nor did I mention new seating in the auditorium, a long term goal that exceeds our current budget limits.

Thank you for the funding the last two years especially. It's made a distinct difference in the Baker facility.

CASLIGHT BAKER THEATRE
2023 SEASON

By Patrick Barlow
Feb 17 - Mar 4

By Marisela Treviño Orta
Sep 8 - 23

By Dale Wasserman
Mar 31 - Apr 16

By Nick Dear
Oct 13 - 29

June 1 - 6

Nov 11 - 12

By Dolly Parton and
Patricia Resnick
July 14 - Aug 6

By Matthew Sklar and
Chad Beguelin
Dec 1 - 23

**CALDWELL
COUNTY
JAIL MUSEUM**

\$10,000

Application

Date: 2/15/2023 (for 2023)

Organization Information

Name of Organization: Caldwell County Historic Jail Museum & Visitors Center

(Operated by: Caldwell County Historical Commission)

Address: 315 East Market Street (Mailing Address: PO Box 1419)

City, State, Zip: Lockhart, TX 78644

Contact Name: Coyle Buhler, Chair Contact Phone Number: 512-376-8636

Web Site Address for Event or Sponsoring Entity: http://caldwellcountyhistoricalcommission.org/home.html
(<https://m.facebook.com/CaldwellCountyHistoricalCommission/>)

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-0750132

Entity's Creation Date: 1974

Purpose of your organization: Heritage Tourism. Strategically located and highly visible, the historic Jail Museum & Visitors Center will attract, entertain and educate over 2,000 tourists and visitors throughout a typical non-pandemic year with tourism-related information, public interpretive exhibits, outreach programs and special events. The historic 1909 Caldwell County Jail building is fully open to the traveling public and a tremendous tourist attraction alone. To promote local heritage tourism, the historic Jail Museum collects, identifies, and preserves historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents. The Jail Museum & Visitors Center collection consists of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps. The Jail Museum & Visitors Center is operated by the Caldwell County Historical Commission.

Event Information

Name of Event or Project: Caldwell County Historic Jail Museum & Visitors Center

Date of Event or Project: 10/01/2022-12/31/2023 (Full Year)

Primary Location of Event or Project: 315 East Market Street, Lockhart, TX 78644

Amount Requested: \$ 10,000

How will the funds be used: The funds will be used consistent with Chapter 351 (e) of the Texas Tax Code. This includes historical restoration, preservation and maintenance activities and advertising, conducting solicitations and promotional programs to encourage tourists and convention delegates to



visit preserved historic sites or museums. The funds will be used to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for heritage-tourism related advertizing and informational materials (See attach budget). In addition on weekends, using other donated funds, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourism-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The historic Jail Museum & Visitors Center **does not** intend to replace, but augment, the one primary designated visitors center for the City of Lockhart. HOT funds **will not** be used for visitor center direct operating expenses.

Primary Purpose of Funded Activity/Facility: **Preserve and maintain the historic Jail Museum and promote Heritage Tourism. Approximately 90% of the expected over 2,000 registered weekend visitors in a typical non-pandemic year are tourists from outside Caldwell County. In the past, the Jail Museum & Visitors Center has hosted registered visitors from 146 different Texas cities and 39 different states. Also, the Jail Museum & Visitors Center has hosted international tourists representing over 45 foreign countries. The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers. Over 1261 hours of volunteer work were documented in 2022. A docent is on duty to welcome and inform all guests during hours of public operation. The requested HOT funds will **NOT** be used to offset the cost of docent related activities or direct visitor center operating expenses. The HOT funds will be used to preserve, repair, restore, protect and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for Lockhart historical tourism-related promotional materials (consistent with Chapter 351 (e) of the Texas Tax Code).**

Percentage of Hotel Tax Support of Related Costs: "Costs" are only event-related (see attached budget)

37.9 Percentage of Total Event Costs Covered by Hotel Occupancy Tax

53.1 Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event
(Consistent with Chapter 351 (e) of the Texas Tax Code)

0 Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event
(Funds are not used for Museum Docent activities – all maintenance is by contract labor)

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities _____%



Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ -0.00- [see Item (e) below]. ♦
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____
- ☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ 10,000
- ☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____



Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 39 (Started In 1983)
2. Expected Attendance: Over 2,000
3. How many people attending the Event or Project will use City of Lockhart hotels? ?
Number of the people many nights will they stay: ?
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Very seldom does an out-of-town visitor book lodging in advance just to visit only a museum or visitors center. But, many of the visitors to the Jail Museum & Visitors Center come exclusively to witness, learn and discover the rich history of Lockhart and Caldwell County. While doing so, the visitors are directed by the Jail Museum Docent to local lodging, restaurants, and many other points of interest in the area. Consistently, over 90% of the registered weekend visitors are from outside Caldwell County and are ideal prospects for over-night lodging. Many are from another state, or another country, and in need of lodging. The Jail Museum & Visitor Center is the only area facility with comprehensive visitors information open on the weekend.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2022</u>	<u>\$ 5,000.00</u>	<u>?</u>
<u>2021</u>	<u>\$ 4,000.00</u>	<u>?</u>
<u>2020</u>	<u>\$ -0.00-</u>	<u>?</u>
<u>2019</u>	<u>\$ 1,040.29</u>	<u>?</u>



6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? The Jail Museum & Visitors Center attempts to register each and every visitor. Approximately 15%-30% refuse or fail to register. We will attempt to obtain the visitor over-night lodging statistical information.
7. Please list other organization, government entities, and grants that have offered financial support to your project: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. Excluding HOT funds, 2022 donations were well below the operational costs of maintaining the building. Excluding HOT funds, the Jail Museum would have suffered an operating loss of \$8,739.37. Caldwell County supports the Jail Museum & Visitors Center by providing the historic jail building with periodic minor maintenance at no cost. In addition, Caldwell County has provided a total of \$3,000 cash over the past five years to supplement operating costs. The organization's principal annual fund raiser was canceled for 2020 and 2021 due to COVID. In the Fall of prior non-pandemic years, typically over 400 additional visitors have come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". It is a twilight and after-dark historical adventure, where visitors meet many "Kindred Spirits" that have "come back from the grave" to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this Jail Museum & Visitors Center outreach to raise donated funds for the benefit of the Jail Museum & Visitors Center preservation expenses. This out-reach program brings many additional tourists to Lockhart and has been the primary fund-raising activity to fund the Jail Museum & Visitor Center operations and preservation budget. In late August 2022, over 300 visitors were entertained by four "Speaking of the Dead" performances at an indoor fund raiser in the Gaslight-Baker Theater.
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? A donation of \$4 for adults and \$1 for children is suggested for a tour of the Museum exhibits and upper floors containing the historic jail cells. There has not been a Visitor Center annual operating funds surplus since beginning operations. We depend on outside donations.



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: The Jail Museum & Visitors Center does not have funds to engage in paid heritage promotions, unless provided through HOT funding.

Newspaper: \$ _____
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ 1,802.79 (2022)

Number of Press Releases to Media: 24 (2022)

Number Direct Mailings to out-of-town recipients: 5,394 (2022)

Other Promotions: (RE: #7 above) In a Fall fund-raiser, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". Also, to promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal research groups that conducted experiments in an attempt to detect any "ghosts" or "spirits". They also produce and host widely viewed internet videos and podcasts. We have continued to be featured on "Day Tripper" television program. The Jail Museum & Visitors Center has been featured in numerous publications, including the Texas Hill Country Magazine. Annually, volunteers conduct several weekday educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. In the past, the Jail Museum & Visitors Center has participated in a local homes tour conducted by the local Beta Sigma Phi service sorority. These out-reach programs bring many additional tourists and visitors to Lockhart. The Museum distributes promotional brochures to museums and towns throughout central Texas, for redistribution.

10. Will you include a link to local hotels on your website for booking during this event?
Yes, if authorized and provided. (We are currently revamping our website)
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? ____
We will promote any special rates offered by local lodging through existing platforms.
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? We will include local lodging info on existing platforms and with in-house displays of provided materials and information.



13. What geographic areas does your advertising and promotion reach: Worldwide, through the internet. As an example, groups from Australia and Oregon came to Lockhart exclusively to visit the Lockhart Cemetery, Jail Museum, and area historic sites on family heritage trips. The Jail Museum & Visitor Center aided in the visitors' trip planning, research and coordination. All was completed both via internet and in-person at the Jail Museum & Visitor Center. In the past, the Jail Museum & Visitors Center has hosted and registered visitors from 146 different Texas cities, 39 different states, and 45 foreign countries.
14. How many individuals will your proposed marketing reach who are located in another city or county? Over 1,800 in-person (90% based on 2022 stats) and 1000's via the internet & direct mail.
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: Over 2,000 / distributed fairly equally over the year.

Percentage of those in attendance that are staying at area hotels/lodging facilities: ? %

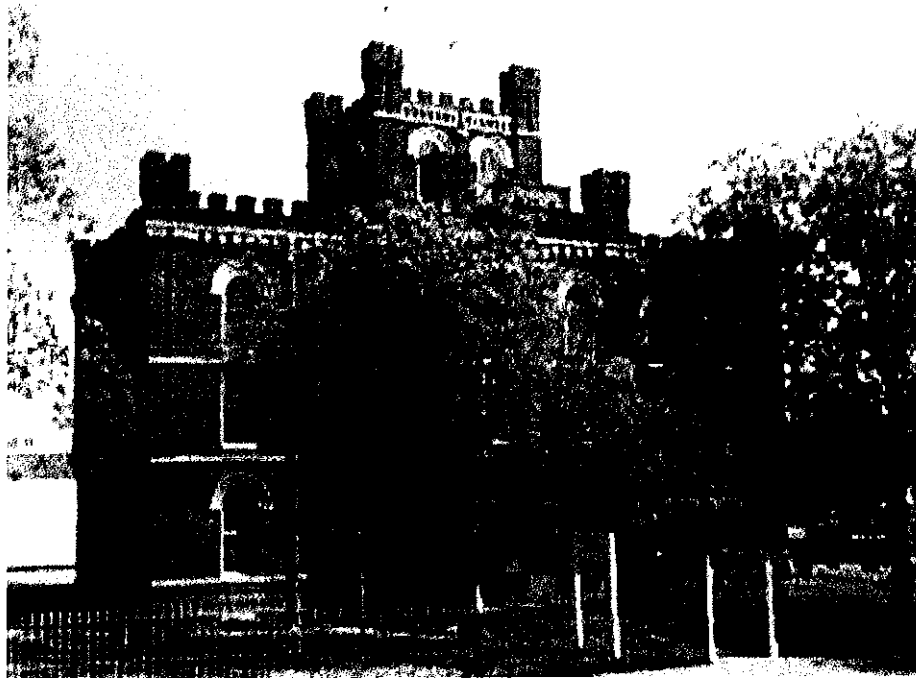
Note: Consistently, over 90% of the registered weekend visitors to the Jail Museum & Visitors Center are from outside Caldwell County and ideal prospects for local over-night lodging. We do not have any current data as to the number or percent that are staying in local lodging facilities.

Please Submit To:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER**



HERITAGE TOURISM

PROPOSAL

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

**Operated by
CALDWELL COUNTY
HISTORICAL COMMISSION**

**MISSION STATEMENTS
OF
THE HISTORIC CALDWELL COUNTY JAIL MUSEUM & VISITORS CENTER**

Located in the City of Lockhart, the mission of the Historic Caldwell County Jail Museum & Visitors Center is to promote heritage tourism for the economic benefit of Lockhart and surrounding Caldwell County, by preserving, exhibiting and sponsoring the recorded and material history of the area.

Strategically located and highly visible, the Jail Museum & Visitors Center will attract, entertain and educate over 2,000 tourists and visitors throughout a typical non-pandemic year with tourist-related information, public interpretive exhibits, outreach programs and special events.

On weekends, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourist-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The Jail Museum & Visitors Center will augment, not replace, the City's primary visitors center.

The Jail Museum will collect, identify, and preserve historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents and visitors. The Jail Museum collection will consist of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps.

REQUEST FOR A HOTEL OCCUPANCY TAX FUND ALLOCATION

We respectfully request an amount of \$10,000 from the prospective allocation of the Hotel Occupancy Tax Fund. This money will be allocated exclusively to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used to promote heritage-tourism related advertizing and informational materials consistent with Chapter 351 (e) of the Texas Tax Code.

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER**
Lockhart, Texas

Operated by
CALDWELL COUNTY HISTORICAL COMMISSION

Annual Funds Recap: Over the past year, the Historic Caldwell County Jail Museum & Visitor Center received **\$5,000** funding from the City's annual Hotel Occupancy Tax Fund distribution. **Thank You!** A total distribution of **\$10,000** is anticipated and requested for the coming year. **The total amount received from the Hotel Occupancy Tax Fund distribution will be used to partially off-set the expense to preserve, repair, restore, maintain and promote the historic Museum structure, its historical exhibits, and promote local heritage-tourism.** The Jail Museum & Visitor Center is a community non-profit operation.

HOT Fund Allocation Request: The Jail Museum & Visitor Center total operating expenses for 2023 are budgeted at \$26,339 for the upcoming fiscal year (budget attached). The building preservation/restoration/repairs and advertizing/promotional HOT qualifying expenses budgeted for the year total \$17,289. The obvious short-fall in the overall Jail Museum & Visitors Center annual operating budget must be made-up from donations and year-round fund raising activities.

For the coming fiscal year, we respectfully request \$10,000 from the Hotel Occupancy Tax Fund distribution. This money will be allocated consistent with Chapter 351(e) of the Texas Tax Code. An increase over the past distribution would help overcome pandemic and weather related short-falls in fund raising for building restoration, preservation, maintenance, and the promotion of heritage-tourism.

Jail Museum & Visitors Center Tourism Benefits: The Lockhart area history and heritage are its greatest assets. The Jail Museum & Visitors Center stands tall as a strategically located and highly visible focal point for weekend tourists and visitors to Lockhart. As conditions and precautions allow, the Visitors Center will be open every weekend when most tourists are in the area. It will be open on Saturdays and Sundays, when many other local tourist information locations are closed. Also, many times volunteers are able to accommodate special requests for tours during the week. The Jail Museum & Visitors Center operation interacts with a large variety of groups of tourists and local public throughout the year.

In a typical non-pandemic year, the Museum & Visitors Center receives over 2,000 registered guests. Over 90% of our weekend visitors were tourists from outside the Lockhart area. In the past, the Visitors Center has hosted visitors from 146 different Texas cities and 39 different states, including as far-away as Alaska and Connecticut. Also, the Visitors Center has hosted international tourists representing over 45 foreign countries (including: Japan, South Korea, China, Russia, Philippines, Singapore, Indonesia, Australia, New Zealand, India, Bangladesh, Ukraine, Russia, Germany, Denmark, Sweden, Finland, Turkey, Greece, Hungary, France, Italy, Spain, Israel, England, Scotland, Ireland, Kenya, Nigeria, Argentina, Venezuela, Colombia, Ecuador, Nicaragua, Guatemala, Barbados, Puerto Rico, Jamaica, Mexico and Canada). To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail

building has been made available to multiple film groups and to paranormal research groups that conducted experiments in an attempt to detect any “ghosts”. We have continued to be featured on the “Day Tripper” television program and the *Texas Hill Country Magazine*. Every time the Jail Museum is featured, Lockhart and the Jail Museum & Visitors Center receive a great response with increased out-of-town visitors. To promote and publicize local attractions year-round to tourists and visitors already in Lockhart, the Jail Museum Visitors Center will continue to distribute appropriate local tourism brochures made available to us by various groups.

Jail Museum & Visitors Center Heritage Tourism Outreach: In the early Fall of each non-pandemic year, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful “Speaking of the Dead: Intriguing Stories of Lockhart Past”. It is a twilight and after-dark historical adventure, where visitors meet many “Kindred Spirits” that have “come back from the grave” to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this historical tourism outreach for the benefit for the Jail Museum & Visitors Center. It brings many additional tourists to Lockhart and is the primary fund-raising activity for the Jail Museum & Visitors Center. In late August 2022, over 300 visitors were entertained by four “Speaking of the Dead” performances, at an indoor fund raiser in the Gaslight-Baker Theater.

Volunteer Support Activities: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers outside the posted hours of public operation. Over 1276 volunteer hours were documented for 2022. In addition to the activities previously mentioned, we have conducted several educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. These and other outreach programs bring many additional tourists and visitors to Lockhart.

In addition to tourist-related operations, the historic Jail Museum building is undergoing a multi-year program of planned restoration and preservation as funds become available from specific grants and donations. Hotel Occupancy Tax funds have been allocated to restoration, preservation and maintenance projects. These activities are typically scheduled during non-public hours and do not interfere with the Visitors Center’s beneficial tourist-related operation. The rich history and heritage of the local area is also actively promoted as funds are available.

Thank You: On behalf of the Historic Caldwell County Jail Museum & Visitors Center, I would like to thank the Lockhart City Council, the HOT Advisory Board, and the Finance Department for its foresight and funding in the past years. We encourage you to continue your support for this historic Lockhart jewel. The Jail Museum & Visitors Center offers a great economic benefit to the entire community.

Respectfully submitted,

Coyle Buhler, Chair
Caldwell County Historical Commission
Historic Caldwell County Jail Museum & Visitors Center

HISTORIC CALDWELL COUNTY JAIL MUSEUM and VISITORS CENTER

<u>ANNUAL EXPENSES (HOT*):</u>	<u>2022 Actual</u>	<u>2023 Budget</u>
Docent – Labor	\$ 2,010.00	\$ 2,200.00
Credit Card Fees	1,237.47	1,680.00
City of Lockhart - Utilities	3,031.75	3,320.00
Insurance - Property	1,467.96	1,500.00
Telephone - ATT	546.14	650.00
Supplies – Operations	65.64	350.00
Supplies – Maintenance/Repairs*	5.40	350.00
Maintenance – Building (Labor)*	2,922.23	3,214.00
Advertizing / Promotion – Materials*	844.12	500.00
Speaking of the Dead – Operation Expenses	619.80	600.00
Pest Control – Termites/Ants*	411.36	450.00
Promotion / Advertizing – Heritage Tourism*	958.67	1,275.00
Fees/Other	167.50	250.00
Museum Restoration / Preservation (See List Below)*	4,927.86	10,000.00
TOTAL EXPENSES	\$19,215.90	\$ 26,339.00

MUSEUM RESTORATION / PRESERVATION (*HOT QUALIFIED) BACKLOG

Window Repairs/Replacements	\$17,205.00
Electrical Repairs/Upgrades	4,000.00
Air Conditioning Upgrades/Repairs	9,000.00
Plumbing Repairs/Maintenance	5,000.00
Museum Signage Additions/Upgrades	1,000.00
Painting /Repairs - Interior	4,000.00
Museum Displays	2,500.00
Inventory/Records-Graffiti Recording/Preservation	2,700.00
Third Floor Archive Storage Space Rehab/Restoration	5,000.00
Basement & Tree Damage Cleanup/Rehab/Upgrades	9,000.00
Security Cameras, Electronics, Miscellaneous Supplies and Maintenance	4,169.00
TOTAL PRESERVATION / RESTORATION BUDGET	\$63,574.00

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss authorizing the Mayor to acknowledge and accept funding on behalf of the City from the CDBG-MIT Regional Mitigation Program.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: CAPCOG is creating a Method of Distribution (MOD) for \$52,253,000 in Community Development Block Grant (CDBG) Mitigation (MIT) funds for the Texas General Land Office. The funding will provide financial assistance for necessary expenses for activities related to Hurricane Harvey disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas in Bastrop, Caldwell, Fayette, and Lee Counties. CAPCOG advises that the City must indicate our intent in these funds by March 10, 2023.

Lockhart is included as a potential recipient of funding in the amount of \$1,889,900. This amount is subject to change due to upcoming public participation process and final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefiting low and moderate-income (LMI) persons. Therefore, 50% or \$945,000 of Lockhart's funding must be used for projects that benefit LMI citizens.

At this time, staff understands that most infrastructure projects will be eligible. However, the final list of eligible and ineligible projects will be published in May, 2023.

The City of Lockhart currently has 9,010 LMI households (57.20%) and qualifies for funding.

Based on a 4-person occupancy (per annum):

Very Low Income base	\$17,850
Low Income	29,750
Low to Moderate	47,600

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:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to accept funding from the CDBG-MIT Regional Mitigation Program.

LIST OF SUPPORTING DOCUMENTS: CDBG-MIT-MOD Funding Letter, Lockhart LMI Zone, Lockhart Funding Letter



(512) 398-3461 • FAX (512) 398-5103
P. O. BOX 239 • Lockhart, Texas 78644
308 West San Antonio Street

March 7, 2023

Capital Area Council of Governments
6800 Burleson Rd., Building 310, Suite 165
Austin, Texas 78744-2306

RE: Regional Mitigation Program – CDBG-MIT-MOD Funding

To Whom It May Concern:

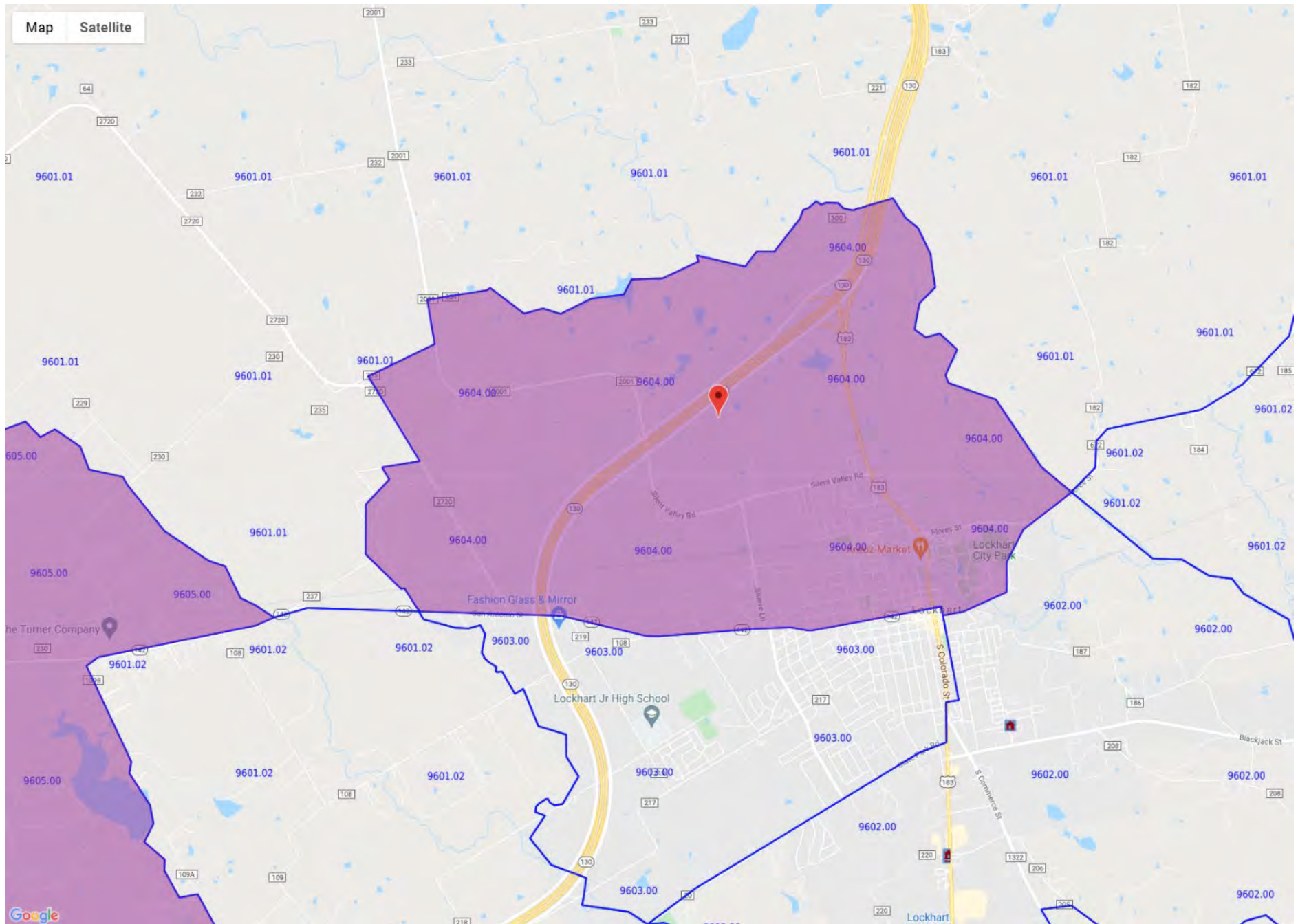
I, Lew White, the designated official of City of Lockhart, Texas:

- ☐ Acknowledge and accept funding through the CDBG-MIT Regional Mitigation Programs.
- ☐ Acknowledge and decline funding through the CDBG-MIT Regional Mitigation Programs.

Lew White
Mayor
City of Lockhart

Date







Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

February 27, 2023

The Honorable Lew White
Mayor, Lockhart
308 W San Antonio St.
Lockhart, Texas 78664

RE: Regional Mitigation Program – CDBG-MIT-MOD Funding Notification

Dear Mayor White:

The Texas General Land Office (GLO) allocated \$52,253,000 to the Capital Area Council of Governments (CAPCOG) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the *State of Texas Community Development Block Grant (CDBG) Mitigation Action Plan, as amended*. The CAPCOG CDBG-MIT MOD is posted for public comment. Lockhart is included as a potential recipient of funding in the amount of \$1,889,900.00. This amount is subject to change because of the upcoming public participation process and until final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefitting low and moderate-income (LMI) persons. Therefore 50% or \$945,000.00 of your funding must be used for projects that benefit LMI persons in your community. The GLO conditionally approved MOD is currently posted on the CAPCOG website for public comment until March 24, 2023.

To accept or decline the funds allocated through the MOD, please sign and return the attached form printed on your official letterhead to CAPCOG by March 10, 2023. Once the GLO approves the final MOD, the GLO will post application information at <https://recovery.texas.gov/mitigation/programs/regional-mitigation/index.html>.

Please note that declining to participate in the COG MOD may exclude Lockhart if there are any future allocations or reallocations of funds through the Regional Mitigation Program. It is recommended each entity officially involve their city council, county commissioners court or other governing board in the decision to accept or decline funds.

If you have any questions or need further information, please contact Mr. Martin Ritchey at mritchey@capcog.org or via cell phone at 512-636-5681.

Sincerely,

Betty Voights
Executive Director
CAPCOG

ATT: 1

I, _____, the designated official of _____ :
Print Name Print Entity Name

☐ Acknowledge and **accept funding** through the CDBG-MIT Regional Mitigation Program.

☐ Acknowledge and **decline funding** through the CDBG-MIT Regional Mitigation Program.

Designated Official Signature

Date

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss the state of the Lockhart Farmers' Market.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: It has come to the City of Lockhart's attention that the organization operating the Lockhart Farmer's Market has dissolved. Since then, a new group of organizers comprised of Gary Dickenson, Katy Kemp and Tara Bittner have stepped forward and are interested in continuing the Farmer's Market held downtown each Saturday.

The new organizers also expressed interest in extending the operating hours to 3pm on Saturdays and plan on discussing this request with the downtown businesses. The new group is also seeking 6-month temporary authorization to operate the Farmers Market so that they may address the following actions:

- Pursue 501 (c)(4) non-profit status
- Establish themselves as a Certified Farmer's Market with the State
- Prepare new bylaws, and
- Change their name from "Lockhart Farmer's Market" to "Farmers and Artisans Market of Lockhart"

Representatives from the new organizers will be in attendance.

The Lockhart Farmer's Market has been conducting themselves under the following conditions established by the interlocal agreement between the City and Caldwell County:

- Obtain/maintain non-profit status
- Certified Farmer's Market with the State
- Use of the inner lanes of the streets on the east, west, and south sides of the Square
- Furnish two restroom facilities, one of which being ADA-compliant (when public restrooms are not available)
- Have market vendors park off the Square, except when loading and unloading
- Operate between the hours of 8am-2pm on Saturdays, setup beginning no earlier than 7:30am with all vendors gone by 2:30pm
- Operate at the Caldwell County Justice Center when conflicting events are held on the Square

Should Council desire to move forward with an interim agreement, staff seeks direction on any

City of Lockhart, Texas

Council Agenda Item Cover Sheet

amendments to the conditions found in the existing Interlocal Agreements.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 9, 2021 - Entered an Interlocal Agreement between Caldwell County for operations and administration of a Farmer Marker Downtown
July 6, 2021 - Amended the Interlocal Agreement to extend the operating hours

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: InterLocal Agreement Farmers Market, 2021 ILA amendment - City and County Farmers Market

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor.

WHEREAS, pursuant to Texas Local Government Code Chapter 791, local governments may contract among and between themselves to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City of Lockhart (the "City") and Caldwell County, Texas (the "County") are mutually interested in the operation and administration of a Farmers Market within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. Definitions:

- (a) "Certified Farmers' Market" shall mean a Farmers' Market that is certified under state law pursuant to Ch. 229, Texas Health & Safety Code, or other applicable statute.
- (b) "Permit" shall mean a permit approving operation of a Farmers' Market by the City, as described herein.
- (c) "Square" shall mean the Courthouse Square in the City of Lockhart but is intended to include only that portion of County property that extends into the streets and parking areas over which the City exercises jurisdiction.

II. Term and Termination:

- (a) This agreement is effective as of the 9th day of March, 2021 and shall remain in effect for one year unless otherwise terminated earlier, as provided herein.
- (b) This agreement shall be automatically renewed and extended for additional one-year terms unless either party provides at least sixty (60) days written notice to the other party of its intent that the agreement terminate at the end of the term then in effect.
- (c) Either party may terminate this agreement for any reason by providing the other party written notice of intent to do so at least sixty (60) days in advance of the proposed termination date.

III. Conditions for Farmers' Market:

County and City agree that a Farmers' Market may be conducted on the Square under the following conditions:

- (a) The sponsors of the Farmers' Market will obtain and maintain non-profit status before a Farmers' Market may be permitted on the square.
- (b) The market will be a certified Farmers' Market pursuant to state law.
- (c) The market will be allowed only on the east, west, and south sides of the Square, and on the inner lanes of the streets on those sides. The north side of the Square and Highway 142 will not be used.
- (d) The inner lanes of the streets on the east, west, and south sides of the Square will be closed to auto traffic.
- (e) For so long as the COVID-19 pandemic continues and until social distancing requirements are no longer in effect, spacing of tents and possible staggering of tents to maintain social distancing will be required
- (f) The sponsors of the Farmers' Market shall furnish or shall ensure that two restroom facilities are furnished, one of which shall be ADA compliant.
- (g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under section VI, below, but only from 8 a.m. to 1 p. m. Setup begins at 7:30 and all vendors shall be gone by 1:30.
- (h) Vendors at the Market shall, except when unloading for set up or loading to leave, park their vehicles at locations off the Square.

IV. Alternative Location for Farmers' Market:

Space at the Caldwell County Justice Center, located at 1703 S Colorado St. Lockhart, TX 78644, will be available on weekends for a Farmers' Market at that location if and when the Square is not available. Permitting a Farmers' Market at the Caldwell County Justice Center shall be accomplished in the same or similar manner to permitting of the event on the Square.

V. Duties and Responsibilities of City and County:

- (a) City shall process Permit applications from the sponsor of a Farmers' Market in a manner and using a form similar to that for the permitting of special events and/or special events with Covid protocols.
- (b) City or County may periodically inspect the Market for compliance with the Conditions listed above and the terms of the Permit.
- (c) During operation of a Farmers' Market on the Square, City will provide traffic control and enforcement as follows:
 - 1. Northbound lanes of Main St. will be closed between Market St. and San Antonio St.
 - 2. Eastbound lanes of Market St. will be closed between Main St. and Commerce St.
 - 3. Southbound Lanes of Commerce St. will be closed between San Antonio St. and Market St.

- (d) City will provide the same or similar services and facilities that it traditionally provides for other downtown events, provided that the same accomplishes a public purpose and is budgeted for expenditure by the City.

VI. Cancellation or Postponement of a Permitted or Planned Farmers' Market

(a) City, acting through its Mayor or City Council, and County, acting through its County Judge or Commissioners Court, may cancel or postpone a Farmers' Market that has been issued a Permit by the City, or which has been scheduled but not permitted, under the following circumstances:

1. City or County determines that one or more conditions listed in III above are not being met by the sponsors of or the vendors at the Farmers' Market.

2. City or County determines that another community or public event planned to be held at the Square should take precedence over a Farmers' Market at that location.

(b) In the event that City or County determines that a permitted or scheduled Farmers' Market event should be cancelled or postponed, it shall notify the other party to this Agreement and the sponsors/permittees of the Farmers' Market in writing at least ten (10) days prior to the intended date of the Farmers' Market being cancelled or postponed.

VII. Notices:

All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement shall be sent to Caldwell County at the following address:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

Notices sent pursuant to this Agreement shall be sent to the City at the following address:

Lockhart City Manager
P.O. Box 239
Lockhart TX 78644

VIII. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

IX. Non-Waiver:

The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this

Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled- under applicable law.

X. Entire Agreement; Third Parties:

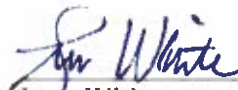
This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

Caldwell County, Texas



Hoppy Haden
Caldwell County Judge

The City of Lockhart, Texas



Lew White
Mayor, City of Lockhart

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers' Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the 6th day of July, 2021.

Caldwell County, Texas

The City of Lockhart, Texas



Hoppy Haden
Caldwell County Judge



Lew White
Mayor, City of Lockhart

Date Signed: 7-27-2021

Date Signed: 7-6-2021

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss proposed retirement of police canine and agreement to sell the retired animal to the handler.

ORIGINATING DEPARTMENT AND CONTACT: Police - Kevin Lunsford

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The current police canine is between 8-9 years old. Due to age, cost of continuing training / certifications, and current assignment of handler, it is recommended that the dog be retired. It is typical for police dogs to be retired in the 5-7 year old range due to age and diminishing performance. Once retired, the dog must be placed somewhere. Due to the nature of the original training, it is common to sell a retired dog to the handler for a miniscule amount of money and transfer all financial and legal liability to the handler / new owner. The agreement has been reviewed and approved by the City Attorney.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the agreement to sell the retired police canine to handler for \$1.00 and transfer all responsibilities and liabilities as outlined in the agreement.

LIST OF SUPPORTING DOCUMENTS: K9 Purchase Agreement

City of Lockhart Police Department

Purchase Agreement

This agreement between the City of Lockhart, TX (City) and Officer Emilio Torres (Officer) is made with reference to the following:

1. Officer is a member of the Lockhart Police Department and is assigned to the Patrol Division as a K-9 Handler.
2. Officer was, in conjunction with his assignment as a K-9 Handler given the care, custody, and control of a police dog named "Rocky" (Dog).
3. Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
4. Sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based on prior training.
5. Age of Dog and current physical condition preclude any further service with the City.
6. Officer has been as Dog's Handler since its purchase by the City. It is therefore the City's intent to sell Dog to Officer subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any and all other expenses that result from or arise out of Officer's ownership of Dog.
3. Officer agrees to not utilize Dog's abilities and skills for personal monetary gain.

4. Officer agrees to not utilize Dog to breed with other dogs.
5. City will have no further responsibility of liability for Dog or Dog's care with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of retirement shall be the responsibility of City. These veterinary expenses shall include any unpaid balance current being considered by City, expenses not covered by Dog's insurance carrier and any other expenses either known or unknown at the time of retirement.
 - b. In recognition of Dog's years of service to City, should euthanasia become necessary due to Dog's deteriorating condition, City shall reimburse normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Officer.
6. Indemnification. Officer agrees to assume full responsibility, following the effective date hereof, for any actions, inactions, and incidents involving said canine, and further agrees to hold harmless the City of Lockhart for any actions, in actions or incidents involving said canine following the date of execution of this agreement, and transfer of possession of the animal.
7. The undersigned agree and covenant that, as of the effective date of this agreement, said canine will have no affiliation with the City of Lockhart, the Lockhart Police Department, its officers, agents, employs, and assigns, and further that Officer will refrain from alleging, encouraging, or purposefully allowing any such connection to be formed.
8. Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Officer's ownership and possession of Dog.
9. Governmental immunity. City does not waive government immunity by entering into the Contract and specifically retains immunity and all defenses available to the City.
10. The parties hereto recognize the unique abilities, temperament, and training of said canine, and Officer hereby covenants and agrees to take all necessary steps to protect said animal, the general public, and any individuals coming into contact with said animal from these unique characteristics

11. As of the effective date of this agreement, the City of Lockhart shall have no further responsibility for the care, custody, control, food, veterinary costs, lodging, certifications, or any other expenses related to said canine; same being the sole and complete responsibility of Officer.
12. Applicable law/venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Texas. Venue shall be in Caldwell County, Texas.

Signature
Printed Name: _____
Date: _____

Witness
Printed Name: _____
Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discuss Master Service Agreement for Professional Services between the City of Lockhart and Halff Associates for Lockhart Parks & Recreation Department General Services and appointing the Mayor to sign the agreement for professional services, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City received six responses to the RFP and interviewed three finalists. Halff Associates was selected as the finalist for RFQ 2023-01. If approved, they will be awarded a one-year contract to serve as the Lockhart Parks & Recreation General Services Provider, and will be tasked with the renovation of our (10) city parks. This Agreement serves as a Master Service Agreement and then individual Work Authorizations for the specific work to be done that will include the associated fees. The anticipated immediate projects include:

1. 5-year update to the Parks, Recreation and Open Space Master Plan 2018.
2. Assistance as needed with existing splash pad integration into LaFleur Park, skate park repairs, and aquatics facility planning.
3. Lions Park renovations.

PROJECT SCHEDULE (if applicable): Agreement will be signed immediately and work will begin on the development of renovation plans in a prioritized manner.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$150,000

Account Number: 202-5799-801-00

Funds Available: \$750,000

Account Name: ARPA General Fund Capital Projects - Parks

FISCAL NOTE (if applicable): There is currently \$750K allocated for the above mentioned three projects.

PREVIOUS COUNCIL ACTION: Council previously approved the release of RFQ 2023-01 at the 11/15/22 meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Recommend approval

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Master Services Agreement_Professional Services v
2 clean (002)

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

(Parks & Recreation Department General Services)

THIS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between The City of Lockhart, Texas, a political subdivision of the State of Texas, whose offices are located at 308 W. San Antonio Street, Lockhart, Texas, 78644 (hereinafter referred to as "City"), and Halff Associates, Inc. ("HALFF"), whose offices are located at 13620 Briarwick Drive, Suite 100, Austin, TX 78729, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, City intends to plan, design and construct park renovations, (the "Project"); and,

WHEREAS, City requires certain Project Management, Preliminary Planning & Design, Design and Construction Management; and,

WHEREAS, HALFF is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, including the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be March 1, 2023. HALFF is expected to complete the Services described herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and in accordance with the Work Authorizations described herein below. If HALFF does not perform the Services in accordance with the terms as stated in this Article 1 and hereafter, then City shall have the right to terminate this Agreement as set out below. So long as the City elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization.

ARTICLE 2 -WORK AUTHORIZATIONS

City will prepare and issue Work Authorizations to authorize HALFF to perform one or more tasks of the Services to be provided by HALFF in relation to an individual assignment. For each individual assignment, Work Authorizations shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation, and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work

Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive HALFF's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

During the term of this Agreement, the Services to be provided for each individual assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

ARTICLE 4 - SCHEDULE

HALFF shall exercise its reasonable efforts to perform the Services of an applicable Work Authorization and perform such services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and within the agreed time frame set forth in Section B of each Work Authorization; provided, however, HALFF understands and agrees that any failure of HALFF to complete the Services within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Agreement. HALFF shall notify City in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Work Authorization. HALFF shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the HALFF's standard of performance as defined herein. Where damage is caused to City due to HALFF's negligent failure to perform, City may accordingly withhold, to the extent of such damage, HALFF's payments hereunder without waiver of any of City's additional legal rights or remedies. However, HALFF shall not be liable for damage that is caused to City due to no fault of HALFF and time for HALFF's performance may be extended by City.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. City shall pay and HALFF agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit B** for work authorizations to completed on an hourly basis or on an agreed lump sum basis. The individual Work Authorizations will stipulate which method is used.

B. The Compensation Cap for this contract is \$ 150,000.00. Section C of each Work Authorization (Compensation) shall set forth the compensation to be paid to HALFF for that particular assignment.

C. HALFF shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and must evidence the actual costs billed to HALFF without mark-up.

Payments to HALFF shall be made while Services are in progress. HALFF shall prepare and submit to the City of Lockhart Director of Parks & Recreation (the "Director"), not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Director. Simultaneous with submission of such progress report, HALFF shall prepare and submit one (1) original invoice in a form acceptable to the Director. All invoices submitted to the Director must, at a minimum, be accompanied by an original complete packet of supporting documentation and for any hourly based work authorizations, time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by City based upon Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the Director's receipt. City reserves the right to withhold payment pending verification of satisfactory Services performed. HALFF has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks of an applicable Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve HALFF of the responsibility of correcting any errors and/or omissions resulting from its negligence.

B. City's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Director receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by HALFF, the Hays Director shall notify HALFF of the error not later than the twenty first (21st) day after the date the Director receives the invoice. If the error is resolved in favor of HALFF, HALFF shall be entitled to receive interest on the unpaid balance of the invoice submitted by HALFF beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the City, HALFF shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. City shall be responsible for all matters described in Section D of each Work Authorization (City's Responsibilities}. In addition, City shall perform and provide the following in a timely manner so as not to delay the Services of HALFF:

- (1) Place at HALFF's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by HALFF to perform its Services.
- (2) Give prompt written notice to HALFF whenever City becomes aware of any development that affects the scope or timing of HALFF's Services, or any defect in the Services of HALFF.
- (3) Advise HALFF of the identity and scope of services of any independent consultants retained by City to provide services in regard to the Project.

B. City hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by City to HALFF. If City does not own the intellectual property, rights in such plans, documents, or other materials, prior to providing same to HALFF, City shall obtain a license or right to use, including the right to sublicense to HALFF. City hereby grants HALFF the right to use the

intellectual property associated with plans, documents, or other materials it owns or has the right to use for the limited purpose of performing the Services. City represents that HALFF's use of such documents will not infringe upon any third parties' rights and City will indemnify and protect HALFF from any infringement claims arising from HALFF's use of any plans, documents or other materials provided to HALFF in the performance of its Services hereunder.

ARTICLE 7- STANDARD OF CARE

The standard of care for all professional services, consulting and related services performed or furnished by HALFF and its employees under this Agreement will be the care and skill ordinarily used by members of HALFF's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE CITY, HALFF HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST EXPENSES AND LIABILITIES TO THE EXTENT ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION, OR INACTION OF HALFF IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, HALFF EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE CITY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF HALFF. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HALFF'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, HALFF WILL INDEMNIFY AND SAVE THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE CITY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HALFF'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE CITY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE CITY SUBMITS

NOTICE, HALFF SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT HALFF'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE CITY OR THIRD PARTIES FOR WHOM HALFF IS NOT LEGALLY LIABLE, HALFF'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE CITY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE CITY TO ENFORCE THIS INDEMNITY OBLIGATION.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

A. Coverage Limits. HALFF, at HALFF's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. HAYS CITY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

B. Additional Insureds; Waiver of Subrogation. City, its directors, officers, and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where City, its directors, officers, and employees are additional insureds, such insurance shall be primary and any insurance maintained by City shall be excess and not contribute with it, and HALFF and its insurer(s) waive their rights of subrogation against City.

C. Premiums and Deductible. HALFF shall be responsible for payment of premiums for all of the insurance coverages required under this section. HALFF further agrees that for each claim, suitor action made against insurance provided hereunder, with respect to all matters for which HALFF is responsible hereunder, HALFF shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in HALFF's insurance must be declared and approved in writing by City in advance.

D. Commencement of Work. HALFF shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by City. As further set out below, HALFF shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by City

shall not relieve or decrease the liability of HALFF hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. HALFF shall furnish City with a certification of coverage issued by the insurer. HALFF shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, HALFF shall also notify City, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the City and agreed to and hereby acknowledged by HALFF, that no provision of this Agreement shall be construed to require the City to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of HALFF, HALFF shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by City) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

HALFF shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. HALFF must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. City shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

City of Lockhart Parks
Director: Travis Hughes
308 W. San Antonio St.
Lockhart, Texas 78644

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by HALFF shall be borne solely by HALFF, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as **Exhibit C** herein entitled "Certificates of Insurance."

ARTICLE 10- LIMITATIONS OF RESPONSIBILITY

A. HALFF shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HALFF, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HALFF in a Work Authorization.

B. In the event the City requests HALFF to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HALFF for review at least 15 days prior to the requested date of execution. HALFF shall not be required to execute any certificates or documents that in any way would, in HALFF's sole judgment, (a) increase HALFF's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HALFF having to certify, guarantee or warrant the existence of conditions whose existence HALFF cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because HALFF has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HALFF's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. HALFF does not guarantee that proposals, bids, or actual Project costs will not vary from HALFF's cost estimates or that actual schedules will not vary from HALFF's projected schedules.

ARTICLE 12 - REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "HALFF's Work Products") prepared by HALFF and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. HALFF's Work Products shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to HALFF.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, HALFF hereby conveys, transfers, and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in HALFF's Work Products developed under this Agreement. Copies may be retained by HALFF. HALFF shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by HALFF or anyone connected with HALFF, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by HALFF without cost to City.

Upon execution of this Agreement, HALFF grants to City permission to reproduce HALFF's Work Products

for purposes of the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. HALFF shall obtain similar permission from HALFF's subcontractors/subconsultants consistent with this Agreement. If and upon the date HALFF is adjudged in default of this Agreement, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of HALFF. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of HALFF's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of HALFF's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of HALFF's Work Products shall be at City's sole risk and without liability to HALFF and its engineers.

Prior to HALFF providing to City any HALFF's Work Products in electronic form or City providing to HALFF any electronic data for incorporation into HALFF's Work Products, City and HALFF shall by separate written contract set forth the specific conditions governing the format of such HALFF's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by HALFF for the convenience of City and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by HALFF, the hardcopy shall prevail. Only printed copies of documents conveyed by HALFF shall be relied upon.

HALFF shall have no liability for changes made to HALFF's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13- NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. **Non-collusion.** HALFF warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for HALFF, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. **Financial Interest Prohibited.** HALFF covenants and represents that HALFF, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION, AND SUSPENSION

A. **Violation of Agreement Terms/Breach.** Violation of the terms of this Agreement or breach of contract by HALFF shall be grounds for termination of this Agreement, and any increased costs arising from HALFF's default, breach of contract, or violation of this Agreement's terms shall be paid by HALFF.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By City, by notice in writing to HALFF, as a consequence of failure by HALFF to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations set forth herein.
4. By City, for reasons of its own and not subject to the mutual consent of HALFF, upon not less than thirty (30) days' written notice to HALFF.
5. By satisfactory completion of all services and obligations described herein.

Should City terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to HALFF. In determining the value of the Services performed by HALFF prior to termination, City shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should City terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If HALFF defaults in the performance of this Agreement or if City terminates this Agreement for fault on the part of HALFF, then City shall give consideration to the actual costs incurred by HALFF in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to City, the cost to City of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to City of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City under this Agreement. If the termination of this Agreement is due to the failure of HALFF to fulfill its contractual obligations, then City may take over the Project and prosecute the Services to completion. In such case, HALFF shall be liable to City for any additional and reasonable costs incurred by City.

HALFF shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by HALFF in support of the Services under this Agreement.

C. Suspension. City may suspend performance of this Agreement for City's convenience upon written notice to HALFF. HALFF shall suspend performance of the Services on a schedule acceptable to City, and City shall pay HALFF for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HALFF's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither City nor HALFF shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts,

work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or HALFF under this Agreement or any Work Authorization. HALFF shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

City's Designated Representative for purposes of this Agreement is as follows:

Travis Hughes, Director of Parks & Recreation
308 W. San Antonio St.
Lockhart, Texas 78644

City shall have the right, from time to time, to change the City's Designated Representative by giving HALFF written notice thereof. With respect to any action, decision or determination which is to be taken or made by City under this Agreement, the City's Designated Representative may take such action or make such decision or determination or shall notify HALFF in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by the City's Designated Representative on behalf of City shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the City's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by the City's Designated Representative shall be binding on City; *provided, however*, the City's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Work Authorization, an executed Supplemental Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Lockhart City Council.

HALFF's Designated Representative for purposes of this Agreement is as follows:

James Hemenes
13620 Briarwick Drive,
Suite 100
Austin, Texas 78729

HALFF shall have the right, from time to time, to change HALFF's Designated Representative by giving City written notice thereof. With respect to any action, decision or determination which is to be taken or made by HALFF under this Agreement, HALFF's Designated Representative may take such action or make such decision or determination or shall notify City in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by HALFF's Designated Representative on behalf of HALFF shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by HALFF's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or

determination hereunder by HALFF's Designated Representative shall be binding on HALFF. HALFF's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations, and amendments of this Agreement on behalf of HALFF.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

City:

City of Lockhart:
Travis Hughes
Director of Parks & Recreation
308 W. San Antonio St.
Lockhart, Texas 78644

HALFF:

HALFF Associates, Inc.
Attn: James Hemenes
13620 Briarwick Drive, Suite 100
Austin, Texas 78729

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and HALFF.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between City and HALFF arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Lockhart, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project,

HALFF, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. HALFF shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. HALFF, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. HALFF shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by HALFF for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by HALFF of HALFF's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. HALFF shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information HALFF shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of HALFF's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to HALFF under the contract until HALFF complies, and/or;
- b. cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. HALFF shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. HALFF shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, HALFF may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, HALFF may request the United States to enter into such litigation to protect the interests of the United States.

B. HALFF hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. HALFF affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HALFF's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. HALFF further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either City or HALFF of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. City and HALFF each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither City nor HALFF shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HALFF may assign its rights to payment without City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent

HALFF from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of City and HALFF. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and HALFF.

F. Venue And Governing Law. This Agreement shall be enforceable in Lockhart, Caldwell County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Caldwell County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. HALFF agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the Director for verification purposes. HALFF agrees that City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HALFF which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HALFF further agrees that City shall have access during normal working hours to all necessary HALFF facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give HALFF reasonable advance notice of intended audits.

H. Personnel, Equipment and Material. HALFF shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of HALFF shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HALFF who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by City. HALFF certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement or will obtain such personnel from sources other than City. HALFF may not change the Project Manager without prior written consent of City.

I. Reports of Accidents. Within 24 hours after HALFF becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of HALFF), whether or not it results from or involves any action or failure to act by HALFF or any employee or agent of HALFF and which arises in any manner from the performance of this Agreement, HALFF shall send a written report of such accident or other event to the City, setting forth a full and concise statement of the facts pertaining thereto. HALFF shall immediately send the City a copy of any summons, subpoena, notice, or other documents served upon HALFF, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from HALFF's performance of work under this Agreement.

J. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for

convenience only and shall not be considered in interpreting or construing this Agreement.

K. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

L. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

M. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to City, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

N. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that City, its officers, and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to City as to whether or not the same are available to the public. It is further understood that City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

O. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

P. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

SIGNATORY WARRANTY

The undersigned signatory for HALFF hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be signed in its name by its duly authorized City Representative, as has HALFF, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE LOCKHART CITY COUNCIL.

CITY

Lew White, Mayor

Date: _____

ATTEST:

Julie Bowerman, Deputy City Secretary

HALFF Associates, Inc.

James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture

Date: _____

Exhibit A - Sample Work Authorization

WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this _____ day of _____, 202____, under the terms and conditions established in the Master Agreement for Professional Services (Project Management, Planning & Design, Design and Construction Management/Inspection Services), dated _____, 20____ (the Agreement), Lockhart, Texas (City) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Work Authorization applies]

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the City:

A.3. In conjunction with the performance of the foregoing Services, HALFF shall provide the following submittals/deliverables (Documents) to City:

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of _____ and continue until _____, 20____. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF the not-to-exceed amount of \$_____, payable according to the Rate Schedule on an hourly basis or agreed Lump Sum and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by City to HALFF according to the Rate Schedule on an hourly basis or agreed Lump Sum and terms of the Agreement.

Section D. - City's Responsibilities

City shall perform and/or provide the following in a timely manner so as not to delay the Services of HALFF. Unless otherwise provided in this Work Authorization, City shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

IN WITNESS WHEREOF, the City and HALFF have executed this Work Authorization.

Lockhart, Texas(City)

Halff Associates, Inc.
(HALFF)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____ , 20__

Date: _____ , 20__

EXHIBIT B

RATE SCHEDULES ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". HALFF must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If HALFF fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the City receives HALFF's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, City will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit C

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 11, 2023

9:00 A.M.

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

Council present:

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

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

Staff present:

Steven Lewis, City Manager
Julie Bowermon, Civil Service/HR Director

Kevin Lunsford, Interim Police Chief

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 9:22 a.m.

**ITEM 2. COMMUNITY MEET AND GREET REGARDING THE LOCKHART CHIEF OF
POLICE**

Mayor White announced that the Lockhart City Council had scheduled this special meeting for the purpose of conducting a Meet and Greet with the finalists being considered for the position of Chief of Police. This special meeting will involve Council discussion in Executive Session with the finalists.

Representatives from Public Safety Solutions, Max Westbrook and Bruce Mills, then provided a summary of the applicant screening process and explained a structured interview panel was held on February 10, 2023 with 5 semi-finalists. Following the structured interviews, 2 finalists were selected and invited to participate in the Community Meet and Greet. Those finalists were Michael Fratus and Gary Williamson.

Finalists Michael Fratus and Gary Williamson then briefly introduced themselves and provided brief remarks regarding their qualifications for Police Chief and interest in joining the City of Lockhart.

After initial introductions and brief remarks from the finalists, members of the public were free to mingle with the finalists.

**ITEM 3. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF
GOVERNMENT CODE SECTION 551.074 TO DELIBERATE REGARDING THE
APPOINTMENT, EMPLOYMENT, AND DUTIES OF THE LOCKHART CHIEF OF POLICE**

Mayor White announced that the Council would enter Executive Session at 9:55 a.m.

**ITEM 4. OPEN SESSION. Discussion and/or action regarding selection of the Lockhart Chief of
Police.**

Mayor White announced that the Council would enter Open Session at 11:50 a.m. There was no action taken.

ITEM 5. ADJOURNMENT

Mayor White announced that the meeting was adjourned at 11:53 a.m.

PASSED and APPROVED this the 7th day of March, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Approve Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Steven Lewis, Monte Akers

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On Feb. 9, 2023, Texas Gas Service Co. (TGS) notified officials in 27 cities in which TGS operates of a GRIP rate increase for its customers that will total \$11,524,441 on a system-wide basis, which will increase the average residential bill by \$2.49 per month.

The Gas Reliability Infrastructure Program ("GRIP") was adopted by the Texas legislature in 2003 to allow gas utilities to increase their rates annually, without going through a contested rate case before the Railroad Commission, to pay for certain infrastructure purchases and investments. The law does not allow cities to suspend the rates in preparation for filing contest to a proposed rate increase, but it does allow a city to suspend a proposed GRIP increase in order to have adequate time to review the proposed increases, analyze information and take appropriate action related to the proposed increase.

The purpose of Resolution No. 2023-02 is to implement that suspension to the extent allowed by the GRIP law (Sec. 104.301 Utilities Code).

PROJECT SCHEDULE (if applicable): If not suspended, the TGS GRIP rate increase will become effective April 10, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Adoption of Resolution No. 2023-02.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: TGS Letter, Resolution 2023-02 Texas Gas Service
Central-Gulf GRIP Suspension



**Texas
Gas Service**

A Division of ONE Gas

Stephanie G. Houle

1301 S. Mopac, Suite 400

Austin, TX 78746

512-370-8273 *Stephanie.houle@onegas.com

February 9, 2023

Honorable Mayors and Members of the City Councils
of the following Texas cities:

Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Re: Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2022 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the Central-Gulf Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company ("TGS" or the "Company"), a Division of ONE Gas, Inc., hereby files the attached tariffs to implement an Interim Rate Adjustment applicable to gas utility service provided to customers within the incorporated areas of the Central-Gulf Service Area ("CGSA") which includes the cities of Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Groves, Gonzales, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas (collectively, the "Cities"), which together with their environs and the environs of Bastrop and Buda, Texas comprise the Company's CGSA. TGS proposes that the tariffs (Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1) become effective in sixty (60) days and be applied to meters read on and after April 10, 2023. This filing is made pursuant to Section 104.301 (Interim Adjustment for Changes in Investment) of the Texas Utilities Code and is the Company's third interim rate adjustment filing with the Cities following its rate case filed in 2019.

Section 104.301 establishes the state's Gas Reliability Infrastructure Program and is commonly referred to as the "GRIP" statute. Its purposes are to encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases. The GRIP statute complements the traditional ratemaking and regulatory process by allowing for an annual interim adjustment of rates to reflect changes in the value of capital invested each year. The Cities have an initial period of not more than sixty (60) days to review the proposed rate adjustment, and may act to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days, as provided by subsection (a) of the GRIP statute.

GRIP adjustments are not intended to eliminate the need for a full and complete rate review in a rate case. At this time all interim rate adjustments are subject to complete review in the same



manner as other changes to the utility's invested capital that have occurred since the last rate case, and are subject to refund to the extent that any underlying investments are disallowed.

In this filing, the Company has determined the net increase in capital invested in the CGSA from January 1, 2022 through December 31, 2022 to be \$88,905,474. The Interim Rate Adjustment necessary to recover this incremental investment is \$11,524,441 on a system-wide basis, of which \$10,546,115 is attributable to customers in the incorporated areas, and would increase the average residential bill by \$2.49 per month excluding taxes.

The proposed Interim Rate Adjustment is allocated among the various customer classes in the same manner as the cost of service was allocated in the Company's current rates for the CGSA, and will be recovered through an increase in the monthly customer charge applicable to each customer class.

Exhibit 1 shows the impact the Interim Rate Adjustment will have on the average bill for each class of customers served in the CGSA. The Interim Rate Adjustment is detailed on Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1, filed herewith. The Company will provide notice of the proposed Interim Rate Adjustment to all affected customers, by bill insert or direct mail, not later than the 45th day after the date of this filing, as required by subsection (a) of the GRIP statute.

The Company is available to discuss or answer any questions you may have about this filing. TGS appreciates your consideration of the proposed IRA filing.

Respectfully Submitted,

Stephanie G. Houle
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
(512) 370-8273
(512) 370-8400 (facsimile)
stephanie.houle@onegas.com

Exhibit 1

Customer Class	Current Customer Charge	Proposed Customer Charge	Current Average Bill*	Proposed Average Bill*	Change in Average Bill*	% Change in Average Bill*
Gas Sales						
Residential (Rate Sch. 10) Average Usage of @ 3.1 Mcf*	\$20.36	\$22.85	\$55.52	\$58.02	\$2.49	4.49%
Commercial (Rate Sch. 20) Average Usage of 26.3 Mcf*	\$72.44	\$83.94	\$314.21	\$325.71	\$11.50	3.66%
Industrial (Rate Sch. 30) Average Usage of 256.9 Mcf*	\$623.37	\$790.46	\$2,985.70	\$3,152.79	\$167.09	5.60%
Public Authority (Rate Sch. 40) Average Usage of 44.2 Mcf*	\$117.75	\$138.52	\$523.49	\$544.27	\$20.77	3.97%
Public School Space Heating (Rate Sch. 48) Average Usage of 203.8 Mcf*	\$170.75	\$191.52	\$1,989.87	\$2,010.65	\$20.77	1.04%
Electrical Cogeneration (Rate Sch. C-1)	\$140.75	\$161.52	No Customers			
Compressed Natural Gas (Rate Sch. CNG-1) Average Usage of 1.7 Mcf*	\$439.97	\$584.03	\$454.58	\$598.63	\$144.06	31.69%
Standard Transportation (Rate Sch. T-1)						
Commercial Average Usage of 461.6 Mcf*	\$284.44	\$295.94	\$869.70	\$881.20	\$11.50	1.32%
Industrial Average Usage of 1,468.1 Mcf*	\$823.37	\$990.46	\$2,688.88	\$2,855.97	\$167.09	6.21%
Public Authority Average Usage of 3,592.6 Mcf*	\$140.75	\$161.52	\$339.02	\$359.80	\$20.77	6.13%
Public School Space Heating Average Usage of 122.5 Mcf*	\$270.75	\$291.52	\$393.40	\$414.17	\$20.77	5.28%
Electrical Cogeneration Average Usage of 33,978.5 Mcf*	\$140.75	\$161.52	\$15,868.42	\$15,889.19	\$20.77	0.13%
Compressed Natural Gas Average Usage of 2,816.8 Mcf*	\$464.97	\$609.03	\$2,347.72	\$2,491.77	\$144.06	6.14%

*Average bill usage per GUD No. 10928. Average bills exclude revenue-related taxes and includes cost of gas (except transportation). The 2022 cost of gas 12-month average is \$7.92 per Mcf.

RESOLUTION NO. 2023-02

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS SUSPENDING THE APRIL 10, 2023 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lockhart, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 9, 2023, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective April 10, 2023; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 10, 2023 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Stephanie G. Houle at 1301 S. Mopac, Suite 400, Austin, Texas 78746, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Resolution 2023-02

Page 1 of 2

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART,
TEXAS ON THIS 7th DAY OF MARCH 2023.**

APPROVED:

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
Deputy City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2023 funding year.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On February 15, 2023, the HOT Advisory Board met to discuss allocations for the 2023 funding year. Organizations were allowed to make presentations to the Board. The following three organizations made formal presentations: Lockhart Chamber of Commerce, the Gaslight-Baker Theatre, and Caldwell County Jail Museum. The total amount requested was \$165,000.

After much consideration and discussion, the Board recommended to the Council that the historical recipients receive their total requested amounts. There was discussion about providing additional funding to the Caldwell County Jail Museum in order for them to complete their renovations; an additional \$7,000 was approved by the HOT Board by unanimous vote.

Attached is the request list, the Board's recommendations, and allocation history.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$172,000

Account Number: 220-5199-2XX-00

Funds Available: \$156,918

Account Name: HOTEL/MOTEL EXPENDITURES

FISCAL NOTE (if applicable): There are still three quarters of collections until the end of fiscal year 2023.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the Council for the allocation of HOT funds.

LIST OF SUPPORTING DOCUMENTS: Application Request Chart FY23, HOT Applications

City of Lockhart, Texas

Council Agenda Item Cover Sheet

for 2022-23

HOT FUNDING APPLICATION REQUESTS FISCAL YEAR 2022-23	(A) Convention Center or visitor's center	(B) Registration of Convention Delegates	(C) Advertisting, Solicitations, Promotional programs to attract tourists and convention delegates.	(D) Promotion of the Arts that directly enhance tourism and the hotel & convention industry. (limit 15% budget)	(E) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs. (limit 15% budget)	(F) Expenses including promotional expenses, directly related to sporting events.	(G) Funding transportation systems for transporting tourists from hotel to any of the following: 1) commercial center; 2) convention center; 3) other hotels; and 4) tourist attractions.	(H) Signage directing tourists to sights and attractions that are frequently visited by hotel guests in the municipality	TOTAL REQUESTED FUNDING 2023	PRIOR YEAR 2022 ALLOCATIONS	BOARD APPROVED ALLOCATIONS FY 2023
				\$31,380	\$31,380						
1) Lockhart Chamber of Commerce Visitors' Center	\$25,000		\$30,000						55,000	50,000	55,000
2) Lockhart Chamber of Commerce Chisolm Trail Round Up			\$30,000	\$35,000					65,000	40,000	65,000
3) Hispanic Chamber of Commerce Cinco de Mayo			\$10,000						10,000	6,500	10,000
4) Hispanic Chamber of Commerce Diaz y Seis			\$10,000						10,000	6,500	10,000
4) Gaslight-Baker Theater					\$15,000				15,000	15,000	15,000
5) Lockhart Downtown Association Texas Swing									0	7,500	0
6) Caldwell County Jail Museum					\$10,000				10,000	5,000	17,000
7) Feria De Culturas									0	1,000	0
8) Texas Monthly-World Series BBQ									0	28,700	0
				\$35,000	\$25,000				\$165,000	\$160,200	\$172,000

CURRENT FUNDS AVAILABLE:

\$156,918.00

**LOCKHART
CHAMBER OF
COMMERCE –
CHISOLM TRAIL
ROUNDUP**

\$65,000

Application

Date: 2/10/2023

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Kimberly Clifton Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity chisholmtrailroundup.com

Non-Profit or For-Profit status: non-profit Tax ID #: 74-0750055

Entity's Creation Date: 1935

Purpose of your organization: _____

The mission of the Lockhart Chamber of Commerce is to promote

Event Information

Name of Event or Project: Chisholm Trail Roundup - 50th Anniversary

Date of Event or Project: June 8th - 10th, 2023

Primary Location of Event or Project: Lockhart City Park - 504 E. City Park Rd.

Amount Requested: \$ \$65,000

How will the funds be used: _____

1. Funding promotional activities of Chisholm Trail Roundup to attract overnight tourist hotel stays for the event through print, radio, TV, web, and social media advertising.

2. Funding musical entertainment that attracts overnight tourist hotel stays.

3. Funding the purchase of a new parade float, which will travel throughout the state to promote Chisholm Trail Roundup and Lockhart Tourism.

Primary Purpose of Funded Activity/Facility:

Chisholm Trail Roundup celebrates Lockhart's history on the Chisholm Trail, a frequented cattle drive.

It is a family friendly event that draws visitors and residents back to Lockhart to celebrate with a barbecue competition, live music, a rodeo, carnival rides, food and craft vendors, and much more.

Percentage of Hotel Tax Support of Related Costs

15% Percentage of Total Event Costs Covered by Hotel Occupancy Tax

_____ Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 30,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,

and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 35,000

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 50 years
2. Expected Attendance: 12,000 over the weekend
3. How many people attending the Event or Project will use _____ (fill in name of your city) hotels? approx. 200

Number of the people many nights will they stay: 1-3 nights

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

The Lockhart Chamber reserves approximately 15 rooms throughout the weekend for musical entertainers, rodeo producers, barbecue judges, and others.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>June 2022</u>	<u>\$40,000</u>	<u>100%</u>
<u>June 2021</u>	<u>\$25,000</u>	<u>100%</u>
<u>June 2019</u>	<u>\$18,000</u>	<u>98%</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers and event attendees

7. Please list other organization, government entities, and grants that have offered financial support to your project: Sponsorships from local businesses and individuals.

-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, admission is charged. Net anticipated is \$15,000 and is used to fund operating expenses of the Lockhart Chamber of Commerce and fund the following years Chisholm Trail Roundup.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 5,000
Radio: \$ _____
TV: \$ 5,000
Other Paid Advertising: \$ 35,000

Number of Press Releases to Media 25

Number Direct Mailings to out-of-town recipients 100

Other Promotions A new parade float that will travel across the state throughout the year to promote the festival and tourism; heavy social media ad campaigns; festival websites and magazines

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will expand our ad campaigns on various social media platforms and more travel/festival websites and publications.

13. What geographic areas does your advertising and promotion reach: _____

We will advertise throughout the state of Texas.

14. How many individuals will your proposed marketing reach who are located in another city or county? unknown

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than (insert deadline) to:

(fill in name, contact person, and address of your city or entity overseeing use of hotel tax)

**LOCKHART
CHAMBER OF
COMMERCE –
VISITORS CENTER**

\$55,000

Application

Date: 2/10/2023

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Kimberly Clifton Contact Phone Number: (512)398-2818

Web Site Address for Event or Sponsoring Entity www.lockhartchamber.com www.visitlockhar

Non-Profit or For-Profit status: Non-profit Tax ID #: 74-075055

Entity's Creation Date: Established in 1955

Purpose of your organization: _____

The mission is to promote a prosperous
business environment for our members and

Event Information

Name of Event or Project: Lockhart Visitors Center

Date of Event or Project: on going

Primary Location of Event or Project: Lockhart Chamber of Commerce (104 W. Market St.

Amount Requested: \$ 55,000

How will the funds be used: _____

To fund promotion of the City of Lockhart; promote
overnight hotel stays; maintain the operation of the Lockhart
Visitors Center including printing and distributing promotional
material, as well as maintain social and web visitor promotional
presence; publish updated community guide.

Primary Purpose of Funded Activity/Facility:

To fund advertising, solicitations, and promotions that attract tourists to Lockhart; fund printing fees for community guide, city map, barbecue brochures; fund operations of the Lockhart Visitors Center along with staff time devoted to visitors center operations.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 25,000
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 30,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,

and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: Established in 1955
2. Expected Attendance: 1,000 visitations in person annually, 1,000 calls per year, 100,000 website visits annually, expecting significant increase due to new location and hours
3. How many people attending the Event or Project will use _____ (fill in name of your city) hotels?
 Number of the people many nights will they stay: _____
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
_____	_____	_____
_____	_____	_____
_____	_____	_____
6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 20,000 -- Updated Community Guide with Lunar Cow Publishing

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____ Approx. 2,000 bulk mailings to travel/visitor centers.
~~Direct~~ mailings sent upon request.

Other Promotions Looking into social media campaigns via Facebook/Instagram

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Will attempt

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

VisitLockhartTX.com has a section dedicated to promoting local hotels

13. What geographic areas does your advertising and promotion reach:

Visitor and relocation packets are shipped nationwide upon request.

GCCHCC

CINCO DE MAYO

\$10,000

Application

Date: 02/09/2023

Organization Information

Name of Organization: Greater Caldwell County Hispanic Chamber of Commerce

Address: 200 E. Market Street Ste. B

City, State, Zip: Lockhart, Texas 78644

Contact Name: Jonathan Gonzales Contact Phone Number: 512-809-4111

Web Site Address for Event or Sponsoring Entity www.caldwellcountyhispanicchamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: 1988

Purpose of your organization: The Greater Caldwell County Hispanic Chamber of Commerce (GCCHCC) has been promoting and strengthening the economic welfare of the business community in Caldwell County by supporting education, civic leadership, and community development and by creating business opportunities for our members.

Event Information

Name of Event or Project: Cinco De Mayo Festival 2023

Date of Event or Project: May 5th and 6th 2023

Primary Location of Event or Project: Downtown Lockhart

Amount Requested: \$ 10,000

How will the funds be used: The funds will help with promotional items/material to draw in people from the surrounding cities by radio/flyer's/banners/gear. Also funds would be use to help bring in well recognized music artist as well as the necessities to ensure that the event is successful for the community of Lockhart. Having the appropriate equipment such as porta potties/on the grounds security is essential.



Primary Purpose of Funded Activity/Facility:

The purpose of this free event is to give back to our community for all the support that they have given to the Hispanic Chamber and our beautiful city. It allows family, business owners, and incoming out of towners to enjoy what Lockhart is about through our amazing local food and arts/ crafts vendors. As well for an opportunity to build/create relationships and really embrace the culture diversity through music and food.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total Event Costs Covered by Hotel Occupancy Tax

_____ Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** Amount requested under this category: \$ 10,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

N/A



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 30+
2. Expected Attendance: 7k
3. How many people attending the Event or Project will use City of Lockhart hotels? 30+
Number of the people many nights will they stay: 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Not at the moment but will need rooms reserved for the stage and vendors crew

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>5/2022</u>	<u>6.5K</u>	<u>20+</u>
<u>5/2021</u>	<u>6.5k</u>	<u>20+</u>
<u>5/2019</u>	<u>6.5k</u>	<u>20+</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Get in contact with the local owners and obtain information on room usage during the time of the events
7. Please list other organization, government entities, and grants that have offered financial support to your project: Just small business around the local area with sponsorship



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

This is a free event. Any monies profited will be rolled into the next event taking place the third weekend of September, Deiz y Seis 2023.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 100
Radio: \$ 2500
TV: \$ _____
Other Paid Advertising: \$ 1500

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Facebook/Instagram/Promotional Flyers

10. Will you include a link to local hotels on your website for booking during this event?
Yes we will

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
No

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Will promote them on our flyer's and website

13. What geographic areas does your advertising and promotion reach: Austin, New Braunsful, Kyle Luling, San Antonio, San Marcos, Buda, Bastrop, Del Valle, Cedar Creek, and more



14. How many individuals will your proposed marketing reach who are located in another city or county? 10k people +

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: %

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Marketing Plan

1. Hot Tejano is one of the largest hispanic radio stations that would be broadcasting the event all over Texas and on their website/social media pages.
2. Utilizing our own website and social media pages for advertising the event.
3. In February of 2023, we will email out sponsorship forms to all our members/business members. Teirs will range from \$300 - \$7,500. The benefit of being a sponsor is that throught out the year we promote your business with every event we host.
4. Vendors rather food or arts/crafts can rent a booth for the two day event at a small fee to help cover cost plus get their name exposed.
5. With our networking relationships with businesses and other organizations around town, having them help promote the event expands the radius of advertising.
6. Most of all, it's a free event that draws in large crowds that helps with the Hispanic Chamber's drink sales.
7. 20 Food vendors and over 35 arts/crafts vendors will help in keeping the flow of traffic centered in downtown Lockhart during the event.

Schedule of Activities

Friday May 5th

6:00pm-6:30pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-9:30pm	TBD Music Artist
10:00pm-12:00am	TBD Music Artist

Saturday May 6th

12:00pm-2:00pm	TBD Music Artist
2:00pm-3:00pm	TBD Music Artist
3:00pm-4:30pm	TBD Music Artist
4:30pm-6:00pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-10:00pm	TBD Music Artist
10:00pm-10:30pm	TBD Music Artist
10:30pm-12:00am	TBD Music Artist



GREATER CALDWELL CO.
HISPANIC
CHAMBER OF COMMERCE



*** **LIVE on the MICHELOB ULTRA STAGE** ***
Historic Downtown Lockhart



CINCO DE MAYO 2021



Friday, May 7th
10:00PM - 12AM

Saturday, May 8th
10:00PM - 12AM

FRIDAY, MAY 7TH

6:00PM - 8:00PM: DJ SAMMY
8:00PM - 10:00PM: DIAMONDBACK
10:00PM - 12:00AM: THE HOMETOWN BOYS *LIVE*

SATURDAY, MAY 8TH

12:00PM - 1:00PM: BIG AS TEXAS SOUNDS - DJ V.I.P.
1:00PM - 2:00PM: JALAPENO EATING CONTEST
2:00PM - 3:00PM: THE DAN CORONA BAND
3:00PM - 4:00PM: SANGRE DE MI TIERRA
4:00PM - 6:00PM: DJ GABERREAL
6:00PM - 7:00PM: ILYANN
7:00PM - 8:00PM: JG SOUNDS
8:00PM - 9:30PM: JUNCTION
9:30PM - 10:00PM: JG SOUNDS
10:00PM - 12:00AM: JAY PEREZ & THE BAND *LIVE*

PURO TEJANO
SPONSOR

Lockhart
TEXAS

CTR
CENTRAL TEXAS
Texas
SINCE 1981
IWSG

PRINTING
Solutions



GCCHCC
DIAZ Y SEIS

\$10,000

Application

Date: 02/09/2023

Organization Information

Name of Organization: Greater Caldwell County Hispanic Chamber of Commerce

Address: 200 E. Market Street Ste. B

City, State, Zip: Lockhart, Texas 78644

Contact Name: Jonathan Gonzales Contact Phone Number: 512-809-4111

Web Site Address for Event or Sponsoring Entity www.caldwellcountyhispanicchamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: 1988

Purpose of your organization: The Greater Caldwell County Hispanic Chamber of Commerce (GCCHCC) has been promoting and strengthening the economic welfare of the business community in Caldwell County by supporting education, civic leadership, and community development and by creating business opportunities for our members.

Event Information

Name of Event or Project: Diez y Seis Festival 2023

Date of Event or Project: September 15th and 16th 2023

Primary Location of Event or Project: Downtown Lockhart

Amount Requested: \$ 10,000

How will the funds be used: The funds will help with promotional items/material to draw in people from the surrounding cities by radio/flyer's/banners/gear. Also funds would be use to help bring in well recognized music artist as well as the necessities to ensure that the event is successful for the community of Lockhart. Having the appropriate equipment such as porta potties/on the grounds security is essential.



Primary Purpose of Funded Activity/Facility:

The purpose of this free event is to give back to our community for all the support that they have given to the Hispanic Chamber and our beautiful city. It allows family, business owners, and incoming out of towners to enjoy what Lockhart is about through our amazing local food and arts/ crafts vendors. As well for an opportunity to build/create relationships and really embrace the culture diversity through music and food.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 10,000
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

N/A



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 30+
2. Expected Attendance: 7k
3. How many people attending the Event or Project will use City of Lockhart hotels? 30+
Number of the people many nights will they stay: 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and
at which hotels: Not at the moment but will need rooms reserved for the stage and vendors crew

5. List other years (over the last three years) that you have hosted your Event or Project with
amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>9/2022</u>	<u>6.5K</u>	<u>20+</u>
<u>9/2021</u>	<u>6.5k</u>	<u>20+</u>
<u>9/2019</u>	<u>6.5k</u>	<u>20+</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage
information, survey of hoteliers, etc.)? Get in contact with the local owners and obtain
information on room usage during the time of the events
7. Please list other organization, government entities, and grants that have offered financial
support to your project: Just small business around the local area with sponsorship



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

This is a free event. Any monies profited will be used to help facilitate the daily expenditures of rent, supplies, and promotional items for future events.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 100
Radio: \$ 2500
TV: \$ _____
Other Paid Advertising: \$ 1500

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Facebook/Instagram/Promotional Flyers

10. Will you include a link to local hotels on your website for booking during this event?
Yes we will

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
No

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Will promote them on our flyer's and website

13. What geographic areas does your advertising and promotion reach: Austin, New Braunsful, Kyle
Luling, San Antonio, San Marcos, Buda, Bastrop, Del Valle, Cedar Creek, and more



14. How many individuals will your proposed marketing reach who are located in another city or county? 10k people +

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Marketing Plan

1. Hot Tejano is one of the largest hispanic radio stations that would be broadcasting the event all over Texas and on their website/social media pages.
2. Utilizing our own website and social media pages for advertising the event.
3. In July of 2023, we will email out sponsorship forms to all our members/business members.
- Teirs will range from \$300 - \$7,500. The benefit of being a sponsor is that throught out the year we promote your business with every event we host.
4. Vendors rather food or arts/crafts can rent a booth for the two day event at a small fee to help cover cost plus get their name exposed.
5. With our networking relationships with businesses and other organizations around town, having them help promote the event expands the radius of advertising.
6. Most of all, it's a free event that draws in large crowds that helps with the Hispanic Chamber's drink sales.
7. 20 Food vendors and over 35 arts/crafts vendors will help in keeping the flow of traffic centered in downtown Lockhart during the event.

Schedule of Activities

Friday September 15th

6:00pm-6:30pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-9:30pm	TBD Music Artist
10:00pm-12:00am	TBD Music Artist

Saturday September 16th

12:00pm-2:00pm	TBD Music Artist
2:00pm-3:00pm	TBD Music Artist
3:00pm-4:30pm	TBD Music Artist
4:30pm-6:00pm	TBD Music Artist
6:30pm-8:00pm	TBD Music Artist
8:30pm-10:00pm	TBD Music Artist
10:00pm-10:30pm	TBD Music Artist
10:30pm-12:00am	TBD Music Artist



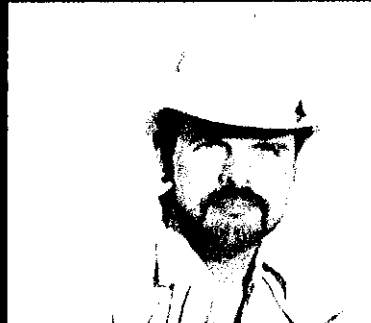
*** LIVE on the MICHELOB ULTRA STAGE ***

2022 Diez y Seis Celebration in Historic Downtown Lockhart



THE LATIN BREED

Friday, September 16th
10:30PM - 12AM



RICK TREVINO

Saturday, September 17th
8:30PM - 10PM



RUBEN RAMOS

Saturday, September 17th
10:30PM - 12AM

FRIDAY, SEPTEMBER 16TH

6:00PM - 7:00PM: DJ GABEREAL

7:00PM - 8:00PM: QUEMAZON

8:30PM - 10:00PM: THE TIARRAS *COURTHOUSE NIGHTS

10:30PM - 12:00AM: THE LATIN BREED *LIVE*

SATURDAY, SEPTEMBER 17TH

12:00PM - 10:30PM: JG SOUNDS / DJ X-RAY

12:00PM - 2:00PM: DIEZ Y SEIS CORNHOLE TOURNEY

3:00PM - 4:00PM MARIACHI SANGRE DE MI TIERRA

4:30PM - 6:00PM: BROKEN ARROW

6:30PM - 8:00PM: M - DOS

8:30PM - 10:00PM: RICK TREVINO *LIVE*

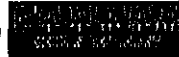
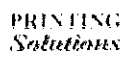
10:00PM - 10:30PM: PRESENTATION BY MAYOR LEW WHITE

10:30PM - 12:00AM: RUBEN RAMOS *LIVE*

PURO TEJANO SPONSOR



PEGASUS SCHOOLS, INC.



**GASLIGHT
BAKER
THEATRE**

\$15,000

Application

Date: February 1, 2023

Organization Information

Name of Organization: The Gaslight-Baker Theatre

Address: P.O.Box 1152. Street address 216 S. Main

City, State, Zip: Lockhart, TX, 78644

Contact Name: Jason Jones Contact Phone Number: 512-563-6975

Web Site Address for Event or Sponsoring Entity Www.mygbt.org

Non-Profit or For-Profit status: Non-Profit Tax ID #: 3-20330-7572-5

Entity's Creation Date: 06/01/2010

Purpose of your organization: We are an artistic organization dedicated to creating quality experiences that entertain plus stimulate all who come through our doors.

Event Information

Name of Event or Project: Continuing Theatre Restoration and Improvement

Date of Event or Project: TBD, 2023

Primary Location of Event or Project: Baker Theatre Facility and Haun building

Amount Requested: \$ 15,000

How will the funds be used: We are still waiting on a few bids but here is the order of the next things on the list. Full repainting of the Auditorium Floor, Outdoor painting on the Haun facility (both the Prairie Lea and Main side). Glass for the Tech booth which was funded by HOT funds in 2021. Curtain restoration. Stage floor Reinforcement and restoration.



Primary Purpose of Funded Activity/Facility:

Continuing to beautify and restore the 103 year old facility for the purpose of serving

The community of Lockhart with theatre.

Percentage of Hotel Tax Support of Related Costs

90 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

Typically HOT funds have covered 90% of these projects

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: Nearly 10,000 counting all events, classes and volunteers.
3. How many people attending the Event or Project will use City of Lockhart hotels? ____
Number of the people many nights will they stay: _____

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: We have occasionally had cause to rent rooms but not normally.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2021</u>	<u>12,000</u>	_____
<u>2022</u>	<u>15,000</u>	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Still working on this. Mostly we look at our out town purchases to decide. Shows are typically over between 10:30 and 11:00 p.m.
so unless folks are staying for something on Saturday, an increasing likelihood, they probably drive home. There was one huge exception this year. See attached note.
7. Please list other organization, government entities, and grants that have offered financial support to your project: None this year, although we are applying for a TCA grant.



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
We do charge for our mainstage shows and classes. All profit goes back into the theatre.
-
-

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ We are doing a few ads. I don't have the breakdown.
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ Around 10,000 primarily social media

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients We just started talking about direct mail

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?
We currently have local hotels listed on our website. Not linked as yet.
-

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Not something we've tried to do.
-

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Hotels are listed in our program this year.

13. What geographic areas does your advertising and promotion reach: All of central Texas including but not limited to, Caldwell, Travis, Williamson, Hays, Bastrop, Comal, Guadalupe and Bexar
-



14. How many individuals will your proposed marketing reach who are located in another city or county? I know that the Facebook audience outside of Lockhart is around 1.5k

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: With all events, classes and volunteers, we expect 10,000 this year.

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Addendum to the HOT funds application 2023

To the committee.

I apologize for being a little short on information this year. We have just redone our budget and are revamping how we handle our finances, statistical tracking, etc. as we try to bring our organization up to speed with the growth in our town. At the presentation next week I should have a complete picture of our attendance and marketing reports from the last calendar year. I can tell you that it has been a banner year for the GBT; possibly one of the best since we began.

As far as tourism goes, I can tell you that as we prepare more and more for walk-in and special events, on top of our regular season, the work we are doing at the theatre is making a huge difference. Last year's HOT funds budgeting for GBT paid to clean up backstage, shore up some safety issues, and renovate an upstairs bathroom for the use of volunteers and touring groups. On one day alone, during the Texas Monthly Barbecue Festival, we had about 40 people for tours. This number should go up for events in the future.

We are also concentrating more on volunteers this year, local and from surrounding counties. That should bring our reach up even more.

I listed our next few facility projects in the application, not including the anticipated work on the Haun building to give us new bathrooms and an extra lobby space. Nor did I mention new seating in the auditorium, a long term goal that exceeds our current budget limits.

Thank you for the funding the last two years especially. It's made a distinct difference in the Baker facility.

CASLIGHT BAKER THEATRE
2023 SEASON

By Patrick Barlow
Feb 17 - Mar 4

By Marisela Treviño Orta
Sep 8 - 23

By Dale Wasserman
Mar 31 - Apr 16

By Nick Dear
Oct 13 - 29

June 1 - 6

Nov 11 - 12

By Dolly Parton and
Patricia Resnick
July 14 - Aug 6

By Matthew Sklar and
Chad Beguelin
Dec 1 - 23

**CALDWELL
COUNTY
JAIL MUSEUM**

\$10,000

Application

Date: 2/15/2023 (for 2023)

Organization Information

Name of Organization: Caldwell County Historic Jail Museum & Visitors Center

(Operated by: Caldwell County Historical Commission)

Address: 315 East Market Street (Mailing Address: PO Box 1419)

City, State, Zip: Lockhart, TX 78644

Contact Name: Coyle Buhler, Chair Contact Phone Number: 512-376-8636

Web Site Address for Event or Sponsoring Entity: http://caldwellcountyhistoricalcommission.org/home.html
(<https://m.facebook.com/CaldwellCountyHistoricalCommission/>)

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-0750132

Entity's Creation Date: 1974

Purpose of your organization: Heritage Tourism. Strategically located and highly visible, the historic Jail Museum & Visitors Center will attract, entertain and educate over 2,000 tourists and visitors throughout a typical non-pandemic year with tourism-related information, public interpretive exhibits, outreach programs and special events. The historic 1909 Caldwell County Jail building is fully open to the traveling public and a tremendous tourist attraction alone. To promote local heritage tourism, the historic Jail Museum collects, identifies, and preserves historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents. The Jail Museum & Visitors Center collection consists of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps. The Jail Museum & Visitors Center is operated by the Caldwell County Historical Commission.

Event Information

Name of Event or Project: Caldwell County Historic Jail Museum & Visitors Center

Date of Event or Project: 10/01/2022-12/31/2023 (Full Year)

Primary Location of Event or Project: 315 East Market Street, Lockhart, TX 78644

Amount Requested: \$ 10,000

How will the funds be used: The funds will be used consistent with Chapter 351 (e) of the Texas Tax Code. This includes historical restoration, preservation and maintenance activities and advertising, conducting solicitations and promotional programs to encourage tourists and convention delegates to



visit preserved historic sites or museums. The funds will be used to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for heritage-tourism related advertizing and informational materials (See attach budget). In addition on weekends, using other donated funds, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourism-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The historic Jail Museum & Visitors Center **does not** intend to replace, but augment, the one primary designated visitors center for the City of Lockhart. HOT funds **will not** be used for visitor center direct operating expenses.

Primary Purpose of Funded Activity/Facility: **Preserve and maintain the historic Jail Museum and promote Heritage Tourism. Approximately 90% of the expected over 2,000 registered weekend visitors in a typical non-pandemic year are tourists from outside Caldwell County. In the past, the Jail Museum & Visitors Center has hosted registered visitors from 146 different Texas cities and 39 different states. Also, the Jail Museum & Visitors Center has hosted international tourists representing over 45 foreign countries. The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers. Over 1261 hours of volunteer work were documented in 2022. A docent is on duty to welcome and inform all guests during hours of public operation. The requested HOT funds will **NOT** be used to offset the cost of docent related activities or direct visitor center operating expenses. The HOT funds will be used to preserve, repair, restore, protect and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for Lockhart historical tourism-related promotional materials (consistent with Chapter 351 (e) of the Texas Tax Code).**

Percentage of Hotel Tax Support of Related Costs: "Costs" are only event-related (see attached budget)

37.9 Percentage of Total Event Costs Covered by Hotel Occupancy Tax

53.1 Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event
(Consistent with Chapter 351 (e) of the Texas Tax Code)

0 Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event
(Funds are not used for Museum Docent activities – all maintenance is by contract labor)

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities _____%



Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ -0.00- [see Item (e) below]. ♦
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____
- ☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ 10,000
- ☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____



Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 39 (Started In 1983)
2. Expected Attendance: Over 2,000
3. How many people attending the Event or Project will use City of Lockhart hotels? ?
Number of the people many nights will they stay: ?
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Very seldom does an out-of-town visitor book lodging in advance just to visit only a museum or visitors center. But, many of the visitors to the Jail Museum & Visitors Center come exclusively to witness, learn and discover the rich history of Lockhart and Caldwell County. While doing so, the visitors are directed by the Jail Museum Docent to local lodging, restaurants, and many other points of interest in the area. Consistently, over 90% of the registered weekend visitors are from outside Caldwell County and are ideal prospects for over-night lodging. Many are from another state, or another country, and in need of lodging. The Jail Museum & Visitor Center is the only area facility with comprehensive visitors information open on the weekend.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2022</u>	<u>\$ 5,000.00</u>	<u>?</u>
<u>2021</u>	<u>\$ 4,000.00</u>	<u>?</u>
<u>2020</u>	<u>\$ -0.00-</u>	<u>?</u>
<u>2019</u>	<u>\$ 1,040.29</u>	<u>?</u>



6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? The Jail Museum & Visitors Center attempts to register each and every visitor. Approximately 15%-30% refuse or fail to register. We will attempt to obtain the visitor over-night lodging statistical information.
7. Please list other organization, government entities, and grants that have offered financial support to your project: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. Excluding HOT funds, 2022 donations were well below the operational costs of maintaining the building. Excluding HOT funds, the Jail Museum would have suffered an operating loss of \$8,739.37. Caldwell County supports the Jail Museum & Visitors Center by providing the historic jail building with periodic minor maintenance at no cost. In addition, Caldwell County has provided a total of \$3,000 cash over the past five years to supplement operating costs. The organization's principal annual fund raiser was canceled for 2020 and 2021 due to COVID. In the Fall of prior non-pandemic years, typically over 400 additional visitors have come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". It is a twilight and after-dark historical adventure, where visitors meet many "Kindred Spirits" that have "come back from the grave" to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this Jail Museum & Visitors Center outreach to raise donated funds for the benefit of the Jail Museum & Visitors Center preservation expenses. This out-reach program brings many additional tourists to Lockhart and has been the primary fund-raising activity to fund the Jail Museum & Visitor Center operations and preservation budget. In late August 2022, over 300 visitors were entertained by four "Speaking of the Dead" performances at an indoor fund raiser in the Gaslight-Baker Theater.
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? A donation of \$4 for adults and \$1 for children is suggested for a tour of the Museum exhibits and upper floors containing the historic jail cells. There has not been a Visitor Center annual operating funds surplus since beginning operations. We depend on outside donations.



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: The Jail Museum & Visitors Center does not have funds to engage in paid heritage promotions, unless provided through HOT funding.

Newspaper: \$ _____
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ 1,802.79 (2022)

Number of Press Releases to Media: 24 (2022)

Number Direct Mailings to out-of-town recipients: 5,394 (2022)

Other Promotions: (RE: #7 above) In a Fall fund-raiser, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". Also, to promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal research groups that conducted experiments in an attempt to detect any "ghosts" or "spirits". They also produce and host widely viewed internet videos and podcasts. We have continued to be featured on "Day Tripper" television program. The Jail Museum & Visitors Center has been featured in numerous publications, including the Texas Hill Country Magazine. Annually, volunteers conduct several weekday educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. In the past, the Jail Museum & Visitors Center has participated in a local homes tour conducted by the local Beta Sigma Phi service sorority. These out-reach programs bring many additional tourists and visitors to Lockhart. The Museum distributes promotional brochures to museums and towns throughout central Texas, for redistribution.

10. Will you include a link to local hotels on your website for booking during this event?
Yes, if authorized and provided. (We are currently revamping our website)
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? ____
We will promote any special rates offered by local lodging through existing platforms.
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? We will include local lodging info on existing platforms and with in-house displays of provided materials and information.



13. What geographic areas does your advertising and promotion reach: Worldwide, through the internet. As an example, groups from Australia and Oregon came to Lockhart exclusively to visit the Lockhart Cemetery, Jail Museum, and area historic sites on family heritage trips. The Jail Museum & Visitor Center aided in the visitors' trip planning, research and coordination. All was completed both via internet and in-person at the Jail Museum & Visitor Center. In the past, the Jail Museum & Visitors Center has hosted and registered visitors from 146 different Texas cities, 39 different states, and 45 foreign countries.
14. How many individuals will your proposed marketing reach who are located in another city or county? Over 1,800 in-person (90% based on 2022 stats) and 1000's via the internet & direct mail.
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: Over 2,000 / distributed fairly equally over the year.

Percentage of those in attendance that are staying at area hotels/lodging facilities: ? %

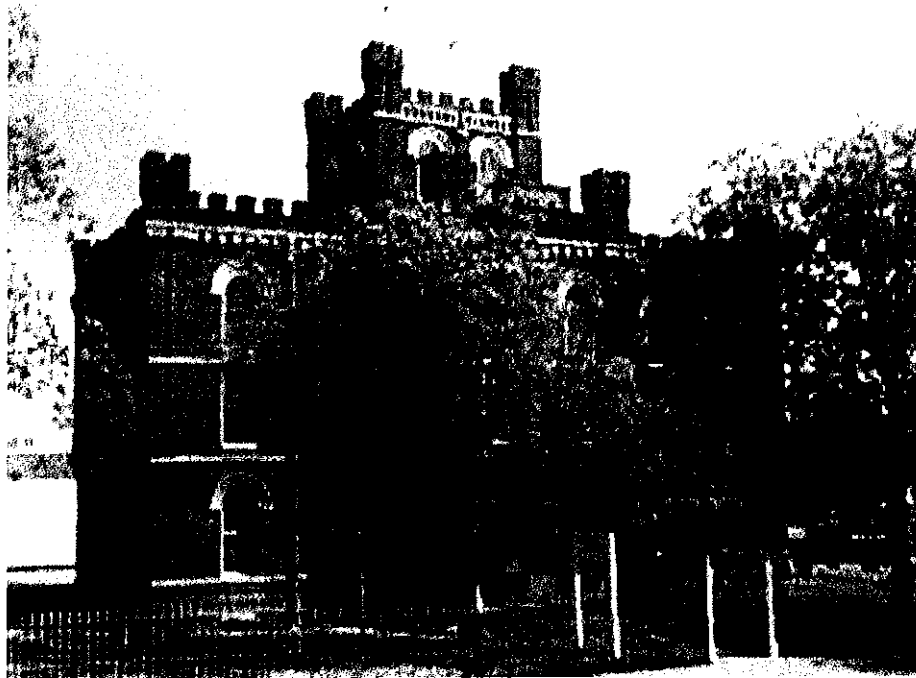
Note: Consistently, over 90% of the registered weekend visitors to the Jail Museum & Visitors Center are from outside Caldwell County and ideal prospects for local over-night lodging. We do not have any current data as to the number or percent that are staying in local lodging facilities.

Please Submit To:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



HISTORIC CALDWELL COUNTY JAIL MUSEUM & VISITORS CENTER



HERITAGE TOURISM

PROPOSAL

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

**Operated by
CALDWELL COUNTY
HISTORICAL COMMISSION**

**MISSION STATEMENTS
OF
THE HISTORIC CALDWELL COUNTY JAIL MUSEUM & VISITORS CENTER**

Located in the City of Lockhart, the mission of the Historic Caldwell County Jail Museum & Visitors Center is to promote heritage tourism for the economic benefit of Lockhart and surrounding Caldwell County, by preserving, exhibiting and sponsoring the recorded and material history of the area.

Strategically located and highly visible, the Jail Museum & Visitors Center will attract, entertain and educate over 2,000 tourists and visitors throughout a typical non-pandemic year with tourist-related information, public interpretive exhibits, outreach programs and special events.

On weekends, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourist-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The Jail Museum & Visitors Center will augment, not replace, the City's primary visitors center.

The Jail Museum will collect, identify, and preserve historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents and visitors. The Jail Museum collection will consist of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps.

REQUEST FOR A HOTEL OCCUPANCY TAX FUND ALLOCATION

We respectfully request an amount of \$10,000 from the prospective allocation of the Hotel Occupancy Tax Fund. This money will be allocated exclusively to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used to promote heritage-tourism related advertizing and informational materials consistent with Chapter 351 (e) of the Texas Tax Code.

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER**
Lockhart, Texas

Operated by
CALDWELL COUNTY HISTORICAL COMMISSION

Annual Funds Recap: Over the past year, the Historic Caldwell County Jail Museum & Visitor Center received **\$5,000** funding from the City's annual Hotel Occupancy Tax Fund distribution. **Thank You!** A total distribution of **\$10,000** is anticipated and requested for the coming year. **The total amount received from the Hotel Occupancy Tax Fund distribution will be used to partially off-set the expense to preserve, repair, restore, maintain and promote the historic Museum structure, its historical exhibits, and promote local heritage-tourism.** The Jail Museum & Visitor Center is a community non-profit operation.

HOT Fund Allocation Request: The Jail Museum & Visitor Center total operating expenses for 2023 are budgeted at \$26,339 for the upcoming fiscal year (budget attached). The building preservation/restoration/repairs and advertizing/promotional HOT qualifying expenses budgeted for the year total \$17,289. The obvious short-fall in the overall Jail Museum & Visitors Center annual operating budget must be made-up from donations and year-round fund raising activities.

For the coming fiscal year, we respectfully request \$10,000 from the Hotel Occupancy Tax Fund distribution. This money will be allocated consistent with Chapter 351(e) of the Texas Tax Code. An increase over the past distribution would help overcome pandemic and weather related short-falls in fund raising for building restoration, preservation, maintenance, and the promotion of heritage-tourism.

Jail Museum & Visitors Center Tourism Benefits: The Lockhart area history and heritage are its greatest assets. The Jail Museum & Visitors Center stands tall as a strategically located and highly visible focal point for weekend tourists and visitors to Lockhart. As conditions and precautions allow, the Visitors Center will be open every weekend when most tourists are in the area. It will be open on Saturdays and Sundays, when many other local tourist information locations are closed. Also, many times volunteers are able to accommodate special requests for tours during the week. The Jail Museum & Visitors Center operation interacts with a large variety of groups of tourists and local public throughout the year.

In a typical non-pandemic year, the Museum & Visitors Center receives over 2,000 registered guests. Over 90% of our weekend visitors were tourists from outside the Lockhart area. In the past, the Visitors Center has hosted visitors from 146 different Texas cities and 39 different states, including as far-away as Alaska and Connecticut. Also, the Visitors Center has hosted international tourists representing over 45 foreign countries (including: Japan, South Korea, China, Russia, Philippines, Singapore, Indonesia, Australia, New Zealand, India, Bangladesh, Ukraine, Russia, Germany, Denmark, Sweden, Finland, Turkey, Greece, Hungary, France, Italy, Spain, Israel, England, Scotland, Ireland, Kenya, Nigeria, Argentina, Venezuela, Colombia, Ecuador, Nicaragua, Guatemala, Barbados, Puerto Rico, Jamaica, Mexico and Canada). To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail

building has been made available to multiple film groups and to paranormal research groups that conducted experiments in an attempt to detect any “ghosts”. We have continued to be featured on the “Day Tripper” television program and the *Texas Hill Country Magazine*. Every time the Jail Museum is featured, Lockhart and the Jail Museum & Visitors Center receive a great response with increased out-of-town visitors. To promote and publicize local attractions year-round to tourists and visitors already in Lockhart, the Jail Museum Visitors Center will continue to distribute appropriate local tourism brochures made available to us by various groups.

Jail Museum & Visitors Center Heritage Tourism Outreach: In the early Fall of each non-pandemic year, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful “Speaking of the Dead: Intriguing Stories of Lockhart Past”. It is a twilight and after-dark historical adventure, where visitors meet many “Kindred Spirits” that have “come back from the grave” to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this historical tourism outreach for the benefit for the Jail Museum & Visitors Center. It brings many additional tourists to Lockhart and is the primary fund-raising activity for the Jail Museum & Visitors Center. In late August 2022, over 300 visitors were entertained by four “Speaking of the Dead” performances, at an indoor fund raiser in the Gaslight-Baker Theater.

Volunteer Support Activities: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers outside the posted hours of public operation. Over 1276 volunteer hours were documented for 2022. In addition to the activities previously mentioned, we have conducted several educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. These and other outreach programs bring many additional tourists and visitors to Lockhart.

In addition to tourist-related operations, the historic Jail Museum building is undergoing a multi-year program of planned restoration and preservation as funds become available from specific grants and donations. Hotel Occupancy Tax funds have been allocated to restoration, preservation and maintenance projects. These activities are typically scheduled during non-public hours and do not interfere with the Visitors Center’s beneficial tourist-related operation. The rich history and heritage of the local area is also actively promoted as funds are available.

Thank You: On behalf of the Historic Caldwell County Jail Museum & Visitors Center, I would like to thank the Lockhart City Council, the HOT Advisory Board, and the Finance Department for its foresight and funding in the past years. We encourage you to continue your support for this historic Lockhart jewel. The Jail Museum & Visitors Center offers a great economic benefit to the entire community.

Respectfully submitted,

Coyle Buhler, Chair
Caldwell County Historical Commission
Historic Caldwell County Jail Museum & Visitors Center

HISTORIC CALDWELL COUNTY JAIL MUSEUM and VISITORS CENTER

<u>ANNUAL EXPENSES (HOT*):</u>	<u>2022 Actual</u>	<u>2023 Budget</u>
Docent – Labor	\$ 2,010.00	\$ 2,200.00
Credit Card Fees	1,237.47	1,680.00
City of Lockhart - Utilities	3,031.75	3,320.00
Insurance - Property	1,467.96	1,500.00
Telephone - ATT	546.14	650.00
Supplies – Operations	65.64	350.00
Supplies – Maintenance/Repairs*	5.40	350.00
Maintenance – Building (Labor)*	2,922.23	3,214.00
Advertizing / Promotion – Materials*	844.12	500.00
Speaking of the Dead – Operation Expenses	619.80	600.00
Pest Control – Termites/Ants*	411.36	450.00
Promotion / Advertizing – Heritage Tourism*	958.67	1,275.00
Fees/Other	167.50	250.00
Museum Restoration / Preservation (See List Below)*	4,927.86	10,000.00
TOTAL EXPENSES	\$19,215.90	\$ 26,339.00

MUSEUM RESTORATION / PRESERVATION (*HOT QUALIFIED) BACKLOG

Window Repairs/Replacements	\$17,205.00
Electrical Repairs/Upgrades	4,000.00
Air Conditioning Upgrades/Repairs	9,000.00
Plumbing Repairs/Maintenance	5,000.00
Museum Signage Additions/Upgrades	1,000.00
Painting /Repairs - Interior	4,000.00
Museum Displays	2,500.00
Inventory/Records-Graffiti Recording/Preservation	2,700.00
Third Floor Archive Storage Space Rehab/Restoration	5,000.00
Basement & Tree Damage Cleanup/Rehab/Upgrades	9,000.00
Security Cameras, Electronics, Miscellaneous Supplies and Maintenance	4,169.00
TOTAL PRESERVATION / RESTORATION BUDGET	\$63,574.00

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding authorizing the Mayor to acknowledge and accept funding on behalf of the City from the CDBG-MIT Regional Mitigation Program.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: CAPCOG is creating a Method of Distribution (MOD) for \$52,253,000 in Community Development Block Grant (CDBG) Mitigation (MIT) funds for the Texas General Land Office. The funding will provide financial assistance for necessary expenses for activities related to Hurricane Harvey disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas in Bastrop, Caldwell, Fayette, and Lee Counties. CAPCOG advises that the City must indicate our intent in these funds by March 10, 2023.

Lockhart is included as a potential recipient of funding in the amount of \$1,889,900. This amount is subject to change due to upcoming public participation process and final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefiting low and moderate-income (LMI) persons. Therefore, 50% or \$945,000 of Lockhart's funding must be used for projects that benefit LMI citizens.

At this time, staff understands that most infrastructure projects will be eligible. However, the final list of eligible and ineligible projects will be published in May, 2023.

The City of Lockhart currently has 9,010 LMI households (57.20%) and qualifies for funding.

Based on a 4-person occupancy (per annum):

Very Low Income base	\$17,850
Low Income	29,750
Low to Moderate	47,600

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:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to accept funding from the CDBG-MIT Regional Mitigation Program.

LIST OF SUPPORTING DOCUMENTS: CDBG-MIT-MOD Funding Letter, Lockhart LMI Zone, Lockhart Funding Letter



(512) 398-3461 • FAX (512) 398-5103
P. O. BOX 239 • Lockhart, Texas 78644
308 West San Antonio Street

March 7, 2023

Capital Area Council of Governments
6800 Burleson Rd., Building 310, Suite 165
Austin, Texas 78744-2306

RE: Regional Mitigation Program – CDBG-MIT-MOD Funding

To Whom It May Concern:

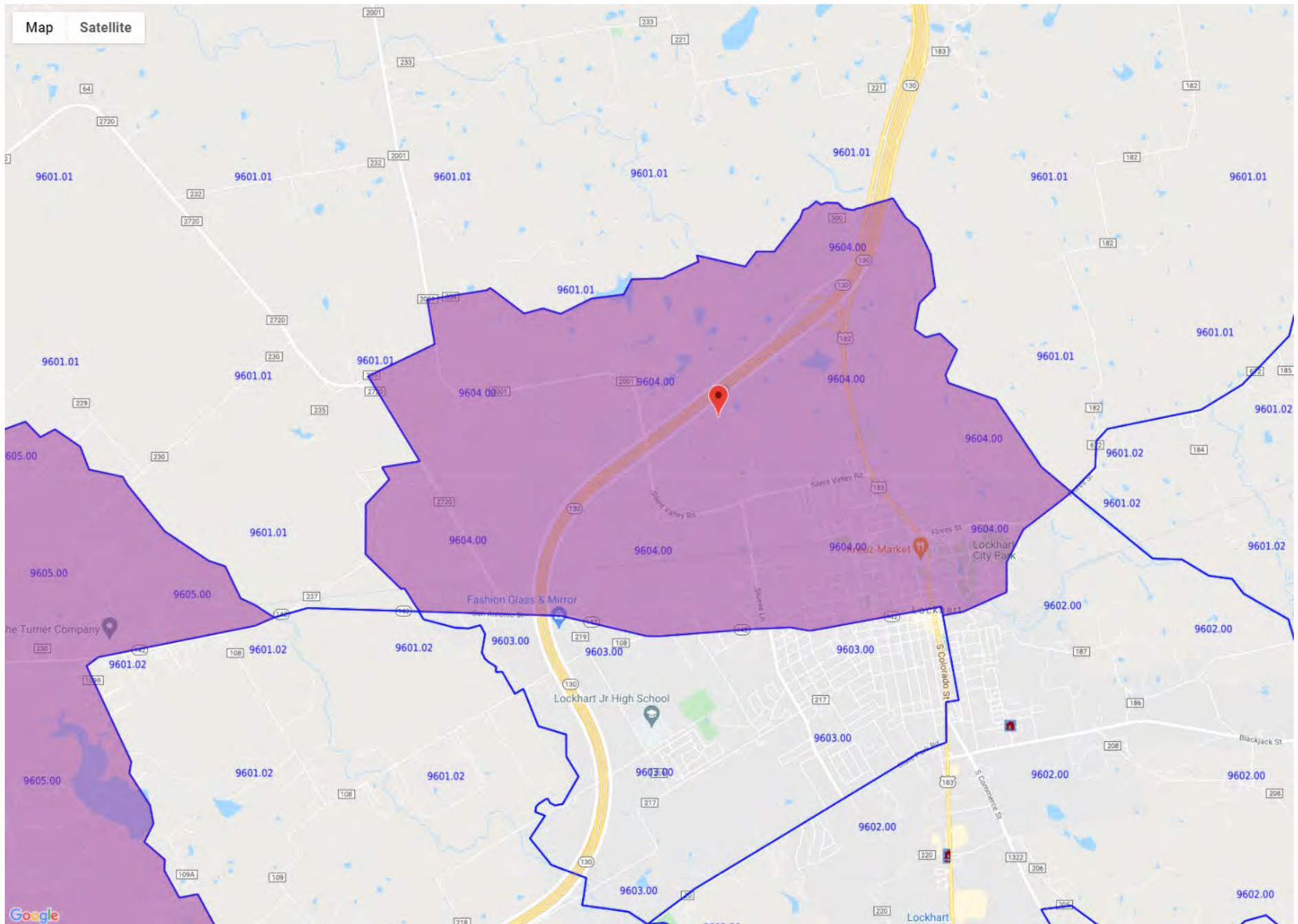
I, Lew White, the designated official of City of Lockhart, Texas:

- ☐ Acknowledge and accept funding through the CDBG-MIT Regional Mitigation Programs.
- ☐ Acknowledge and decline funding through the CDBG-MIT Regional Mitigation Programs.

Lew White
Mayor
City of Lockhart

Date







Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

February 27, 2023

The Honorable Lew White
Mayor, Lockhart
308 W San Antonio St.
Lockhart, Texas 78664

RE: Regional Mitigation Program – CDBG-MIT-MOD Funding Notification

Dear Mayor White:

The Texas General Land Office (GLO) allocated \$52,253,000 to the Capital Area Council of Governments (CAPCOG) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the *State of Texas Community Development Block Grant (CDBG) Mitigation Action Plan, as amended*. The CAPCOG CDBG-MIT MOD is posted for public comment. Lockhart is included as a potential recipient of funding in the amount of \$1,889,900.00. This amount is subject to change because of the upcoming public participation process and until final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefitting low and moderate-income (LMI) persons. Therefore 50% or \$945,000.00 of your funding must be used for projects that benefit LMI persons in your community. The GLO conditionally approved MOD is currently posted on the CAPCOG website for public comment until March 24, 2023.

To accept or decline the funds allocated through the MOD, please sign and return the attached form printed on your official letterhead to CAPCOG by March 10, 2023. Once the GLO approves the final MOD, the GLO will post application information at <https://recovery.texas.gov/mitigation/programs/regional-mitigation/index.html>.

Please note that declining to participate in the COG MOD may exclude Lockhart if there are any future allocations or reallocations of funds through the Regional Mitigation Program. It is recommended each entity officially involve their city council, county commissioners court or other governing board in the decision to accept or decline funds.

If you have any questions or need further information, please contact Mr. Martin Ritchey at mritchey@capcog.org or via cell phone at 512-636-5681.

Sincerely,

Betty Voights
Executive Director
CAPCOG

ATT: 1

I, _____, the designated official of _____ :
Print Name Print Entity Name

☐ Acknowledge and **accept funding** through the CDBG-MIT Regional Mitigation Program.

☐ Acknowledge and **decline funding** through the CDBG-MIT Regional Mitigation Program.

Designated Official Signature

Date

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding the state of the Lockhart Farmers' Market.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: It has come to the City of Lockhart's attention that the organization operating the Lockhart Farmer's Market has dissolved. Since then, a new group of organizers comprised of Gary Dickenson, Katy Kemp and Tara Bittner have stepped forward and are interested in continuing the Farmer's Market held downtown each Saturday.

The new organizers also expressed interest in extending the operating hours to 3pm on Saturdays and plan on discussing this request with the downtown businesses. The new group is also seeking 6-month temporary authorization to operate the Farmers Market so that they may address the following actions:

- Pursue 501 (c)(4) non-profit status
- Establish themselves as a Certified Farmer's Market with the State
- Prepare new bylaws, and
- Change their name from "Lockhart Farmer's Market" to "Farmers and Artisans Market of Lockhart"

Representatives from the new organizers will be in attendance.

The Lockhart Farmer's Market has been conducting themselves under the following conditions established by the interlocal agreement between the City and Caldwell County:

- Obtain/maintain non-profit status
- Certified Farmer's Market with the State
- Use of the inner lanes of the streets on the east, west, and south sides of the Square
- Furnish two restroom facilities, one of which being ADA-compliant (when public restrooms are not available)
- Have market vendors park off the Square, except when loading and unloading
- Operate between the hours of 8am-2pm on Saturdays, setup beginning no earlier than 7:30am with all vendors gone by 2:30pm
- Operate at the Caldwell County Justice Center when conflicting events are held on the Square

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Should Council desire to move forward with an interim agreement, staff seeks direction on any amendments to the conditions found in the existing Interlocal Agreements.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 9, 2021 - Entered an Interlocal Agreement between Caldwell County for operations and administration of a Farmer Market Downtown
July 6, 2021 - Amended the Interlocal Agreement to extend the operating hours

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: InterLocal Agreement Farmers Market, 2021 ILA amendment - City and County Farmers Market

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor.

WHEREAS, pursuant to Texas Local Government Code Chapter 791, local governments may contract among and between themselves to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City of Lockhart (the "City") and Caldwell County, Texas (the "County") are mutually interested in the operation and administration of a Farmers Market within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. Definitions:

- (a) "Certified Farmers' Market" shall mean a Farmers' Market that is certified under state law pursuant to Ch. 229, Texas Health & Safety Code, or other applicable statute.
- (b) "Permit" shall mean a permit approving operation of a Farmers' Market by the City, as described herein.
- (c) "Square" shall mean the Courthouse Square in the City of Lockhart but is intended to include only that portion of County property that extends into the streets and parking areas over which the City exercises jurisdiction.

II. Term and Termination:

- (a) This agreement is effective as of the 9th day of March, 2021 and shall remain in effect for one year unless otherwise terminated earlier, as provided herein.
- (b) This agreement shall be automatically renewed and extended for additional one-year terms unless either party provides at least sixty (60) days written notice to the other party of its intent that the agreement terminate at the end of the term then in effect.
- (c) Either party may terminate this agreement for any reason by providing the other party written notice of intent to do so at least sixty (60) days in advance of the proposed termination date.

III. Conditions for Farmers' Market:

County and City agree that a Farmers' Market may be conducted on the Square under the following conditions:

- (a) The sponsors of the Farmers' Market will obtain and maintain non-profit status before a Farmers' Market may be permitted on the square.
- (b) The market will be a certified Farmers' Market pursuant to state law.
- (c) The market will be allowed only on the east, west, and south sides of the Square, and on the inner lanes of the streets on those sides. The north side of the Square and Highway 142 will not be used.
- (d) The inner lanes of the streets on the east, west, and south sides of the Square will be closed to auto traffic.
- (e) For so long as the COVID-19 pandemic continues and until social distancing requirements are no longer in effect, spacing of tents and possible staggering of tents to maintain social distancing will be required
- (f) The sponsors of the Farmers' Market shall furnish or shall ensure that two restroom facilities are furnished, one of which shall be ADA compliant.
- (g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under section VI, below, but only from 8 a.m. to 1 p. m. Setup begins at 7:30 and all vendors shall be gone by 1:30.
- (h) Vendors at the Market shall, except when unloading for set up or loading to leave, park their vehicles at locations off the Square.

IV. Alternative Location for Farmers' Market:

Space at the Caldwell County Justice Center, located at 1703 S Colorado St. Lockhart, TX 78644, will be available on weekends for a Farmers' Market at that location if and when the Square is not available. Permitting a Farmers' Market at the Caldwell County Justice Center shall be accomplished in the same or similar manner to permitting of the event on the Square.

V. Duties and Responsibilities of City and County:

- (a) City shall process Permit applications from the sponsor of a Farmers' Market in a manner and using a form similar to that for the permitting of special events and/or special events with Covid protocols.
- (b) City or County may periodically inspect the Market for compliance with the Conditions listed above and the terms of the Permit.
- (c) During operation of a Farmers' Market on the Square, City will provide traffic control and enforcement as follows:
 - 1. Northbound lanes of Main St. will be closed between Market St. and San Antonio St.
 - 2. Eastbound lanes of Market St. will be closed between Main St. and Commerce St.
 - 3. Southbound Lanes of Commerce St. will be closed between San Antonio St. and Market St.

- (d) City will provide the same or similar services and facilities that it traditionally provides for other downtown events, provided that the same accomplishes a public purpose and is budgeted for expenditure by the City.

VI. Cancellation or Postponement of a Permitted or Planned Farmers' Market

(a) City, acting through its Mayor or City Council, and County, acting through its County Judge or Commissioners Court, may cancel or postpone a Farmers' Market that has been issued a Permit by the City, or which has been scheduled but not permitted, under the following circumstances:

1. City or County determines that one or more conditions listed in III above are not being met by the sponsors of or the vendors at the Farmers' Market.

2. City or County determines that another community or public event planned to be held at the Square should take precedence over a Farmers' Market at that location.

(b) In the event that City or County determines that a permitted or scheduled Farmers' Market event should be cancelled or postponed, it shall notify the other party to this Agreement and the sponsors/permittees of the Farmers' Market in writing at least ten (10) days prior to the intended date of the Farmers' Market being cancelled or postponed.

VII. Notices:

All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement shall be sent to Caldwell County at the following address:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

Notices sent pursuant to this Agreement shall be sent to the City at the following address:

Lockhart City Manager
P.O. Box 239
Lockhart TX 78644

VIII. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

IX. Non-Waiver:

The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this

Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled- under applicable law.

X. Entire Agreement; Third Parties:

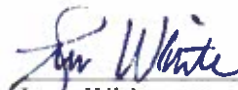
This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

Caldwell County, Texas



Hoppy Haden
Caldwell County Judge

The City of Lockhart, Texas



Lew White
Mayor, City of Lockhart

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers' Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the 6th day of July, 2021.

Caldwell County, Texas

The City of Lockhart, Texas



Hoppy Haden
Caldwell County Judge



Lew White
Mayor, City of Lockhart

Date Signed: 7-27-2021

Date Signed: 7-6-2021

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider proposed retirement of police canine and agreement to sell the retired animal to the handler.

ORIGINATING DEPARTMENT AND CONTACT: Police - Kevin Lunsford

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The current police canine is between 8-9 years old. Due to age, cost of continuing training / certifications, and current assignment of handler, it is recommended that the dog be retired. It is typical for police dogs to be retired in the 5-7 year old range due to age and diminishing performance. Once retired, the dog must be placed somewhere. Due to the nature of the original training, it is common to sell a retired dog to the handler for a miniscule amount of money and transfer all financial and legal liability to the handler / new owner. The agreement has been reviewed and approved by the City Attorney.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the agreement to sell the retired police canine to handler for \$1.00 and transfer all responsibilities and liabilities as outlined in the agreement.

LIST OF SUPPORTING DOCUMENTS: K9 Purchase Agreement

City of Lockhart Police Department

Purchase Agreement

This agreement between the City of Lockhart, TX (City) and Officer Emilio Torres (Officer) is made with reference to the following:

1. Officer is a member of the Lockhart Police Department and is assigned to the Patrol Division as a K-9 Handler.
2. Officer was, in conjunction with his assignment as a K-9 Handler given the care, custody, and control of a police dog named "Rocky" (Dog).
3. Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
4. Sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based on prior training.
5. Age of Dog and current physical condition preclude any further service with the City.
6. Officer has been as Dog's Handler since its purchase by the City. It is therefore the City's intent to sell Dog to Officer subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any and all other expenses that result from or arise out of Officer's ownership of Dog.
3. Officer agrees to not utilize Dog's abilities and skills for personal monetary gain.

4. Officer agrees to not utilize Dog to breed with other dogs.
5. City will have no further responsibility of liability for Dog or Dog's care with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of retirement shall be the responsibility of City. These veterinary expenses shall include any unpaid balance current being considered by City, expenses not covered by Dog's insurance carrier and any other expenses either known or unknown at the time of retirement.
 - b. In recognition of Dog's years of service to City, should euthanasia become necessary due to Dog's deteriorating condition, City shall reimburse normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Officer.
6. Indemnification. Officer agrees to assume full responsibility, following the effective date hereof, for any actions, inactions, and incidents involving said canine, and further agrees to hold harmless the City of Lockhart for any actions, in actions or incidents involving said canine following the date of execution of this agreement, and transfer of possession of the animal.
7. The undersigned agree and covenant that, as of the effective date of this agreement, said canine will have no affiliation with the City of Lockhart, the Lockhart Police Department, its officers, agents, employs, and assigns, and further that Officer will refrain from alleging, encouraging, or purposefully allowing any such connection to be formed.
8. Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Officer's ownership and possession of Dog.
9. Governmental immunity. City does not waive government immunity by entering into the Contract and specifically retains immunity and all defenses available to the City.
10. The parties hereto recognize the unique abilities, temperament, and training of said canine, and Officer hereby covenants and agrees to take all necessary steps to protect said animal, the general public, and any individuals coming into contact with said animal from these unique characteristics

11. As of the effective date of this agreement, the City of Lockhart shall have no further responsibility for the care, custody, control, food, veterinary costs, lodging, certifications, or any other expenses related to said canine; same being the sole and complete responsibility of Officer.
12. Applicable law/venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Texas. Venue shall be in Caldwell County, Texas.

Signature
Printed Name: _____
Date: _____

Witness
Printed Name: _____
Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider a Master Service Agreement for Professional Services between the City of Lockhart and Halff Associates for Lockhart Parks & Recreation Department General Services and appointing the Mayor to sign the agreement for professional services, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City received six responses to the RFP and interviewed three finalists. Halff Associates was selected as the finalist for RFQ 2023-01. If approved, they will be awarded a one-year contract to serve as the Lockhart Parks & Recreation General Services Provider, and will be tasked with the renovation of our (10) city parks. This Agreement serves as a Master Service Agreement and then individual Work Authorizations for the specific work to be done that will include the associated fees. The anticipated immediate projects include:

1. 5-year update to the Parks, Recreation and Open Space Master Plan 2018.
2. Assistance as needed with existing splash pad integration into LaFleur Park, skate park repairs, and aquatics facility planning.
3. Lions Park renovations.

PROJECT SCHEDULE (if applicable): Agreement will be signed immediately and work will begin on the development of renovation plans in a prioritized manner.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$150,000

Account Number: 202-5799-801-00

Funds Available: \$750,000

Account Name: ARPA General Fund Capital Projects - Parks

FISCAL NOTE (if applicable): There is currently \$750K allocated for the above mentioned three projects.

PREVIOUS COUNCIL ACTION: Council previously approved the release of RFQ 2023-01 at the 11/15/22 meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Recommend approval

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Master Services Agreement_Professional Services v
2 clean (002), .

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

(Parks & Recreation Department General Services)

THIS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between The City of Lockhart, Texas, a political subdivision of the State of Texas, whose offices are located at 308 W. San Antonio Street, Lockhart, Texas, 78644 (hereinafter referred to as "City"), and Halff Associates, Inc. ("HALFF"), whose offices are located at 13620 Briarwick Drive, Suite 100, Austin, TX 78729, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, City intends to plan, design and construct park renovations, (the "Project"); and,

WHEREAS, City requires certain Project Management, Preliminary Planning & Design, Design and Construction Management; and,

WHEREAS, HALFF is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, including the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be March 1, 2023. HALFF is expected to complete the Services described herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and in accordance with the Work Authorizations described herein below. If HALFF does not perform the Services in accordance with the terms as stated in this Article 1 and hereafter, then City shall have the right to terminate this Agreement as set out below. So long as the City elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization.

ARTICLE 2 -WORK AUTHORIZATIONS

City will prepare and issue Work Authorizations to authorize HALFF to perform one or more tasks of the Services to be provided by HALFF in relation to an individual assignment. For each individual assignment, Work Authorizations shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation, and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work

Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive HALFF's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

During the term of this Agreement, the Services to be provided for each individual assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

ARTICLE 4 - SCHEDULE

HALFF shall exercise its reasonable efforts to perform the Services of an applicable Work Authorization and perform such services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and within the agreed time frame set forth in Section B of each Work Authorization; provided, however, HALFF understands and agrees that any failure of HALFF to complete the Services within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Agreement. HALFF shall notify City in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Work Authorization. HALFF shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the HALFF's standard of performance as defined herein. Where damage is caused to City due to HALFF's negligent failure to perform, City may accordingly withhold, to the extent of such damage, HALFF's payments hereunder without waiver of any of City's additional legal rights or remedies. However, HALFF shall not be liable for damage that is caused to City due to no fault of HALFF and time for HALFF's performance may be extended by City.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. City shall pay and HALFF agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit B** for work authorizations to completed on an hourly basis or on an agreed lump sum basis. The individual Work Authorizations will stipulate which method is used.

B. The Compensation Cap for this contract is \$ 150,000.00. Section C of each Work Authorization (Compensation) shall set forth the compensation to be paid to HALFF for that particular assignment.

C. HALFF shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and must evidence the actual costs billed to HALFF without mark-up.

Payments to HALFF shall be made while Services are in progress. HALFF shall prepare and submit to the City of Lockhart Director of Parks & Recreation (the "Director"), not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Director. Simultaneous with submission of such progress report, HALFF shall prepare and submit one (1) original invoice in a form acceptable to the Director. All invoices submitted to the Director must, at a minimum, be accompanied by an original complete packet of supporting documentation and for any hourly based work authorizations, time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by City based upon Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the Director's receipt. City reserves the right to withhold payment pending verification of satisfactory Services performed. HALFF has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks of an applicable Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve HALFF of the responsibility of correcting any errors and/or omissions resulting from its negligence.

B. City's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Director receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by HALFF, the Hays Director shall notify HALFF of the error not later than the twenty first (21st) day after the date the Director receives the invoice. If the error is resolved in favor of HALFF, HALFF shall be entitled to receive interest on the unpaid balance of the invoice submitted by HALFF beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the City, HALFF shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. City shall be responsible for all matters described in Section D of each Work Authorization (City's Responsibilities}. In addition, City shall perform and provide the following in a timely manner so as not to delay the Services of HALFF:

- (1) Place at HALFF's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by HALFF to perform its Services.
- (2) Give prompt written notice to HALFF whenever City becomes aware of any development that affects the scope or timing of HALFF's Services, or any defect in the Services of HALFF.
- (3) Advise HALFF of the identity and scope of services of any independent consultants retained by City to provide services in regard to the Project.

B. City hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by City to HALFF. If City does not own the intellectual property, rights in such plans, documents, or other materials, prior to providing same to HALFF, City shall obtain a license or right to use, including the right to sublicense to HALFF. City hereby grants HALFF the right to use the

intellectual property associated with plans, documents, or other materials it owns or has the right to use for the limited purpose of performing the Services. City represents that HALFF's use of such documents will not infringe upon any third parties' rights and City will indemnify and protect HALFF from any infringement claims arising from HALFF's use of any plans, documents or other materials provided to HALFF in the performance of its Services hereunder.

ARTICLE 7- STANDARD OF CARE

The standard of care for all professional services, consulting and related services performed or furnished by HALFF and its employees under this Agreement will be the care and skill ordinarily used by members of HALFF's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE CITY, HALFF HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST EXPENSES AND LIABILITIES TO THE EXTENT ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION, OR INACTION OF HALFF IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, HALFF EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE CITY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF HALFF. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HALFF'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, HALFF WILL INDEMNIFY AND SAVE THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE CITY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HALFF'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE CITY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE CITY SUBMITS

NOTICE, HALFF SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT HALFF'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE CITY OR THIRD PARTIES FOR WHOM HALFF IS NOT LEGALLY LIABLE, HALFF'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE CITY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE CITY TO ENFORCE THIS INDEMNITY OBLIGATION.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

A. Coverage Limits. HALFF, at HALFF's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. HAYS CITY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

B. Additional Insureds; Waiver of Subrogation. City, its directors, officers, and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where City, its directors, officers, and employees are additional insureds, such insurance shall be primary and any insurance maintained by City shall be excess and not contribute with it, and HALFF and its insurer(s) waive their rights of subrogation against City.

C. Premiums and Deductible. HALFF shall be responsible for payment of premiums for all of the insurance coverages required under this section. HALFF further agrees that for each claim, suitor action made against insurance provided hereunder, with respect to all matters for which HALFF is responsible hereunder, HALFF shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in HALFF's insurance must be declared and approved in writing by City in advance.

D. Commencement of Work. HALFF shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by City. As further set out below, HALFF shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by City

shall not relieve or decrease the liability of HALFF hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. HALFF shall furnish City with a certification of coverage issued by the insurer. HALFF shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, HALFF shall also notify City, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the City and agreed to and hereby acknowledged by HALFF, that no provision of this Agreement shall be construed to require the City to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of HALFF, HALFF shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by City) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

HALFF shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. HALFF must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. City shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

City of Lockhart Parks
Director: Travis Hughes
308 W. San Antonio St.
Lockhart, Texas 78644

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by HALFF shall be borne solely by HALFF, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as **Exhibit C** herein entitled "Certificates of Insurance."

ARTICLE 10- LIMITATIONS OF RESPONSIBILITY

A. HALFF shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HALFF, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HALFF in a Work Authorization.

B. In the event the City requests HALFF to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HALFF for review at least 15 days prior to the requested date of execution. HALFF shall not be required to execute any certificates or documents that in any way would, in HALFF's sole judgment, (a) increase HALFF's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HALFF having to certify, guarantee or warrant the existence of conditions whose existence HALFF cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because HALFF has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HALFF's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. HALFF does not guarantee that proposals, bids, or actual Project costs will not vary from HALFF's cost estimates or that actual schedules will not vary from HALFF's projected schedules.

ARTICLE 12 - REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "HALFF's Work Products") prepared by HALFF and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. HALFF's Work Products shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to HALFF.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, HALFF hereby conveys, transfers, and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in HALFF's Work Products developed under this Agreement. Copies may be retained by HALFF. HALFF shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by HALFF or anyone connected with HALFF, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by HALFF without cost to City.

Upon execution of this Agreement, HALFF grants to City permission to reproduce HALFF's Work Products

for purposes of the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. HALFF shall obtain similar permission from HALFF's subcontractors/subconsultants consistent with this Agreement. If and upon the date HALFF is adjudged in default of this Agreement, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of HALFF. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of HALFF's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of HALFF's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of HALFF's Work Products shall be at City's sole risk and without liability to HALFF and its engineers.

Prior to HALFF providing to City any HALFF's Work Products in electronic form or City providing to HALFF any electronic data for incorporation into HALFF's Work Products, City and HALFF shall by separate written contract set forth the specific conditions governing the format of such HALFF's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by HALFF for the convenience of City and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by HALFF, the hardcopy shall prevail. Only printed copies of documents conveyed by HALFF shall be relied upon.

HALFF shall have no liability for changes made to HALFF's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13- NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. **Non-collusion.** HALFF warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for HALFF, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. **Financial Interest Prohibited.** HALFF covenants and represents that HALFF, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION, AND SUSPENSION

A. **Violation of Agreement Terms/Breach.** Violation of the terms of this Agreement or breach of contract by HALFF shall be grounds for termination of this Agreement, and any increased costs arising from HALFF's default, breach of contract, or violation of this Agreement's terms shall be paid by HALFF.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By City, by notice in writing to HALFF, as a consequence of failure by HALFF to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations set forth herein.
4. By City, for reasons of its own and not subject to the mutual consent of HALFF, upon not less than thirty (30) days' written notice to HALFF.
5. By satisfactory completion of all services and obligations described herein.

Should City terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to HALFF. In determining the value of the Services performed by HALFF prior to termination, City shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should City terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If HALFF defaults in the performance of this Agreement or if City terminates this Agreement for fault on the part of HALFF, then City shall give consideration to the actual costs incurred by HALFF in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to City, the cost to City of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to City of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City under this Agreement. If the termination of this Agreement is due to the failure of HALFF to fulfill its contractual obligations, then City may take over the Project and prosecute the Services to completion. In such case, HALFF shall be liable to City for any additional and reasonable costs incurred by City.

HALFF shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by HALFF in support of the Services under this Agreement.

C. Suspension. City may suspend performance of this Agreement for City's convenience upon written notice to HALFF. HALFF shall suspend performance of the Services on a schedule acceptable to City, and City shall pay HALFF for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HALFF's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither City nor HALFF shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts,

work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or HALFF under this Agreement or any Work Authorization. HALFF shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

City's Designated Representative for purposes of this Agreement is as follows:

Travis Hughes, Director of Parks & Recreation
308 W. San Antonio St.
Lockhart, Texas 78644

City shall have the right, from time to time, to change the City's Designated Representative by giving HALFF written notice thereof. With respect to any action, decision or determination which is to be taken or made by City under this Agreement, the City's Designated Representative may take such action or make such decision or determination or shall notify HALFF in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by the City's Designated Representative on behalf of City shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the City's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by the City's Designated Representative shall be binding on City; *provided, however*, the City's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Work Authorization, an executed Supplemental Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Lockhart City Council.

HALFF's Designated Representative for purposes of this Agreement is as follows:

James Hemenes
13620 Briarwick Drive,
Suite 100
Austin, Texas 78729

HALFF shall have the right, from time to time, to change HALFF's Designated Representative by giving City written notice thereof. With respect to any action, decision or determination which is to be taken or made by HALFF under this Agreement, HALFF's Designated Representative may take such action or make such decision or determination or shall notify City in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by HALFF's Designated Representative on behalf of HALFF shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by HALFF's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or

determination hereunder by HALFF's Designated Representative shall be binding on HALFF. HALFF's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations, and amendments of this Agreement on behalf of HALFF.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

City:

City of Lockhart:
Travis Hughes
Director of Parks & Recreation
308 W. San Antonio St.
Lockhart, Texas 78644

HALFF:

HALFF Associates, Inc.
Attn: James Hemenes
13620 Briarwick Drive, Suite 100
Austin, Texas 78729

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and HALFF.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between City and HALFF arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Lockhart, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project,

HALFF, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. HALFF shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. HALFF, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. HALFF shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by HALFF for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by HALFF of HALFF's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. HALFF shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information HALFF shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of HALFF's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to HALFF under the contract until HALFF complies, and/or;
- b. cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. HALFF shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. HALFF shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, HALFF may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, HALFF may request the United States to enter into such litigation to protect the interests of the United States.

B. HALFF hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. HALFF affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HALFF's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. HALFF further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either City or HALFF of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. City and HALFF each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither City nor HALFF shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HALFF may assign its rights to payment without City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent

HALFF from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of City and HALFF. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and HALFF.

F. Venue And Governing Law. This Agreement shall be enforceable in Lockhart, Caldwell County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Caldwell County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. HALFF agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the Director for verification purposes. HALFF agrees that City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HALFF which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HALFF further agrees that City shall have access during normal working hours to all necessary HALFF facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give HALFF reasonable advance notice of intended audits.

H. Personnel, Equipment and Material. HALFF shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of HALFF shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HALFF who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by City. HALFF certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement or will obtain such personnel from sources other than City. HALFF may not change the Project Manager without prior written consent of City.

I. Reports of Accidents. Within 24 hours after HALFF becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of HALFF), whether or not it results from or involves any action or failure to act by HALFF or any employee or agent of HALFF and which arises in any manner from the performance of this Agreement, HALFF shall send a written report of such accident or other event to the City, setting forth a full and concise statement of the facts pertaining thereto. HALFF shall immediately send the City a copy of any summons, subpoena, notice, or other documents served upon HALFF, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from HALFF's performance of work under this Agreement.

J. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for

convenience only and shall not be considered in interpreting or construing this Agreement.

K. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

L. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

M. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to City, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

N. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that City, its officers, and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to City as to whether or not the same are available to the public. It is further understood that City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

O. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

P. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

SIGNATORY WARRANTY

The undersigned signatory for HALFF hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be signed in its name by its duly authorized City Representative, as has HALFF, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE LOCKHART CITY COUNCIL.

CITY

Lew White, Mayor

Date: _____

ATTEST:

Julie Bowerman, Deputy City Secretary

HALFF Associates, Inc.

James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture

Date: _____

Exhibit A - Sample Work Authorization

WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this _____ day of _____, 202____, under the terms and conditions established in the Master Agreement for Professional Services (Project Management, Planning & Design, Design and Construction Management/Inspection Services), dated _____, 20____ (the Agreement), Lockhart, Texas (City) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Work Authorization applies]

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the City:

A.3. In conjunction with the performance of the foregoing Services, HALFF shall provide the following submittals/deliverables (Documents) to City:

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of _____ and continue until _____, 20____. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF the not-to-exceed amount of \$_____, payable according to the Rate Schedule on an hourly basis or agreed Lump Sum and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by City to HALFF according to the Rate Schedule on an hourly basis or agreed Lump Sum and terms of the Agreement.

Section D. - City's Responsibilities

City shall perform and/or provide the following in a timely manner so as not to delay the Services of HALFF. Unless otherwise provided in this Work Authorization, City shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

IN WITNESS WHEREOF, the City and HALFF have executed this Work Authorization.

Lockhart, Texas(City)

Halff Associates, Inc.
(HALFF)

By: _____

By: _____

Name: _____

Name:_____

Title: _____

Title:_____

Date: _____ , 20__

Date:_____ , 20__

EXHIBIT B

RATE SCHEDULES ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". HALFF must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If HALFF fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the City receives HALFF's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, City will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit C

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

