

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
November 19, 2024
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 Resolution 2024-32 canvassing the Special Election held November 5, 2024 to consider a proposition and associated changes to the City's Charter. **5-10**
- B. Presentation and discussion on Hays Caldwell Economic Development Partnership, formerly the Greater San Marcos Partnership. **11**
- C. Presentation and progress report from TRC regarding the feasibility to establish a railroad quiet zone. **12-43**
- D. Discuss Ordinance 2024-35 regarding establishing maximum number of dogs and cats in and on residential properties. **44-49**
- E. Discuss Ordinance 2024-36 regarding microchipping dogs and cats within the City of Lockhart. **50-55**
- F. Discussion regarding Resolution 2024-30 accepting a petition for annexation and setting the date for a public hearing regarding the proposed annexation of 84.891 acres in the John A. Neill Survey, A-20 located east of the intersection of FM 1322 and Centrepont Road. **56-63**
- G. Discuss authorizing the Mayor to execute an Interlocal Agreement between The South Central Planning and Development Commission (SCPDC), through its agent, CAPCOG, and the City of Lockhart for the licensee use of the MyGovernmentOnline (MGO) Planning & Permitting Software. **64-82**
- H. Discuss Resolution 2024-31 authorizing the City Manager to enter an Advance Funding Agreement (AFA) with TxDOT for wildlife fencing improvements at the Lockhart Municipal Airport. **83-88**

- I. Discuss Resolution 2024-33 amending TexPool Authorized Representatives, effective November 19, 2024. 89-91
- J. Discuss the designation of the City of Lockhart's available American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation. 92-97
- K. Discuss rescheduling City Council meetings in 2025 due to conflicts with a city holiday or event. 98-99
- L. Discuss request from Councilmember Lairsen to review the City of Lockhart's Purchasing Policy regarding bids, proposals, and contracts. 100-116

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.
- 3. **PUBLIC COMMENT**
The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.
- 4. **PUBLIC HEARING/COUNCIL ACTION**
 - A. Hold a PUBLIC HEARING on application ZC-24-07 by Mirza Tahir Baig on behalf of Buckhorn Holdings LLC and discussion and/or action on Ordinance 2024-34 for a **Zoning Change** from IL Industrial Light District to CHB Commercial Heavy Business District on 2.321 acres located at 1701 and 1705 South Commerce Street, consisting of Lockhart Industrial Park II, Lots 12 and 13, Resubdivision 2. 117-130
- 5. **CONSENT AGENDA**
 - A. Approve Resolution 2024-30 accepting a petition for annexation and setting the date for a public hearing regarding the proposed annexation of 84.891 acres in the John A. Neill Survey, A-20 located east of the intersection of FM 1322 and Centrepont Road. 131-138
 - B. Approve Resolution 2024-31 authorizing the City Manager to enter an Advance Funding Agreement (AFA) with TxDOT for wildlife fencing improvements at the Lockhart Municipal Airport. 139-144
 - C. Approve Resolution 2024-33 amending TexPool Authorized Representatives, effective November 19, 2024. 145-147

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider Resolution 2024-32 canvassing the Special Election held November 5, 2024 to consider a proposition and associated changes to the City's Charter. **148-153**
- B. Discussion and/or action on Ordinance 2024-35 regarding establishing maximum number of dogs and cats in and on residential properties. **154-159**
- C. Discussion and/or action on Ordinance 2024-36 regarding microchipping dogs and cats within the City of Lockhart. **160-165**
- D. Discussion and/or action to consider authorizing the Mayor to execute an Interlocal Agreement between The South Central Planning and Development Commission (SCPDC), through its agent, CAPCOG, and the City of Lockhart for the licensee use of the MyGovernmentOnline (MGO) Planning & Permitting Software. **166-184**
- E. Discussion and/or action to consider the designation of the City of Lockhart's available American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation. **185-190**
- F. Discussion and/or action regarding rescheduling City Council meetings in 2025 due to conflicts with a city holiday or event. **191-192**
- G. Discussion and consideration regarding a request from Councilmember Lairsen to review the City of Lockhart's Purchasing Policy regarding bids, proposals, and contracts. **193-209**

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

- CARTS Feasibility Study in progress for potential Transit Station site.
- San Jacinto Street Elevated Storage Tank Painting is underway.
- District 1 neighborhood meeting conducted.
- LEDC is pursuing the Texas Music Friendly certification.
- Zeigenfelder (Twin Pops) plant construction update.
- City offices closed on Thanksgiving Day (November 28) and the day after (November 29).

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.**
 - A. Legal advice related to Charter Amendment - Lockhart Freedom Act.
10. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.**
 - A. Discussion regarding possible property acquisition for public facilities.
11. **OPEN SESSION**
 - A. Discussion and/or action related to Charter Amendment – Lockhart Freedom Act.
 - B. Discussion and/or action related to possible property acquisition for public facilities.
12. **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 November 15, 2024 at 3:45 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-32 canvassing the Special Election held November 5, 2024 to consider a proposition and associated changes to the City's Charter.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

The Resolution provides the final election results to canvass the November 5, 2024 City of Lockhart Special Election.

For reference, a copy of the final unofficial results provided by the County Elections Administrator are also included.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Final Unofficial Summary Results Report 2024, Resolution 2024-32 canvassing Special Election of Nov. 5, 2024

City of Lockhart, PROPOSITION A
Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
FOR	3,719	68.04%	128	2,867	724
AGAINST	1,747	31.96%	75	1,418	254

RESOLUTION 2024-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CANVASSING THE SPECIAL ELECTION HELD NOVEMBER 5, 2024, TO CONSIDER A PROPOSITION AND ASSOCIATED CHANGES TO THE CITY'S CHARTER.

WHEREAS, the City Council of the City of Lockhart, Texas, ordained that an election be held within the City of Lockhart on the 5th day of November 2024, for the purpose of considering the following proposition:

Shall the Charter of the City of Lockhart be amended to include Article XII, Section 12.01, Title: the "Lockhart Freedom Act"; Article XII, Section 12.02, Purpose: to reform marijuana enforcement by city personnel; Article XII, Section 12.03, Enforcement of misdemeanor marijuana offenses: limiting enforcement of said offenses; Article XII, Section 12.04, Safe Harbor: making enforcement of Class A and Class B misdemeanor marijuana possession its lowest enforcement priority; Article XII, Section 12.05, Exceptions to enforcement policy: setting forth exceptions to enforcement of the policy; Article XII, Section 12.06, Handling of evidence: related to seizure of evidence believed to be marijuana; Article XII, Section 12.07, No citations for paraphernalia or residue in lieu of possession charge: related to such citations; Article XII, Section 12.08, Ban on using City resources for THC concentration testing: prohibiting use of city funds for such testing; Article XII, Section 12.09, Ban on using odor of marijuana or hemp as probable cause for search or seizure: relating to said ban; Article XII, Section 12.10, Training and policy updates: requiring adequate training concerning each of the provisions of this policy; Article XII, Section 12.11, Officer discipline: permitting officer discipline for violations of said policy; Article XII, Section 12.12, Quarterly reports: requiring certain quarterly reports; and, Article XII, Section 12.13, Severability: permitting severability?

("Proposition A"): and

WHEREAS, the City Council of the City of Lockhart, Texas, desires to canvass returns and declare the results of an election held in the City of Lockhart on the 5th day of November 2024; and,

WHEREAS, it is hereby found and determined that said election was held in accordance with the authorizing proceedings, that notice of election was duly given in the form, manner, and the time required by law, and that said election was in all respects legally held and conducted in accordance with the laws of the State of Texas applicable thereto; and,

WHEREAS, the returns of the said election have been made to this governing body and said returns, duly and legally made, shows the following votes were cast as follows:

		ABSENTEE	EARLY VOTING	ELECTION DAY	TOTAL
PROPOSITION	For	128	2,867	724	3,719
	Against	75	1,418	254	1,747

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

Section 1. All of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its judgment.

Section 2. It is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

Section 3. A majority of the resident qualified electors voting at said election voted in favor of the Proposition.

Section 4. Because the Proposition passed, the referenced sections of the City Charter shall be amended to read as follows:

Article XII, Section 12.01, Title: “This article shall be known as the Lockhart Freedom Act.”

Article XII, Section 12.02, Purpose: “Pursuant to the home rule authority of the Texas Constitution, to promote the health, safety, and general welfare of the people of Lockhart, Texas, the voters of Lockhart hereby enact the Lockhart Freedom Act a policy to reform marijuana enforcement by city personnel, with the specific objectives of carefully allocating scarce city resources, reducing the risk of discriminatory enforcement practices, and focusing city resources on the highest priority public safety concerns.”

Article XII, Section 12.03, Enforcement of misdemeanor marijuana offenses: “Unless and until a binding act of a state or federal court requires otherwise, the Lockhart Police Department shall not make any arrest or issue any citation for Class A or Class B misdemeanor marijuana possession, except in the limited cases described by this policy.”

Article XII, Section 12.04, Safe Harbor: “In the event of a binding act of a state or federal court, which would prevent the City of Lockhart’s fulfillment of Section 12.03, the City’s policy shall be to make enforcement of Class A and Class B misdemeanor marijuana possession its lowest enforcement priority. In particular, the City shall update its annual budget, police

department manual, and relevant policies and procedures to ensure that public safety resources are not wasted on misdemeanor marijuana enforcement and are instead targeted at other programs that best promote the health, safety, and general welfare of the people of Lockhart.”

Article XII, Section 12.05, Exceptions to enforcement policy: “This policy shall not limit enforcement of misdemeanor marijuana possession offenses if an offense is (a) revealed as part of a felony narcotics investigation that has been designated as “high priority” by a commander, assistant chief of police, or chief of police; (b) and/or revealed as part of the investigation of a violent felony. Lockhart police officers shall not issue any charge for misdemeanor possession of marijuana unless it meets one or more of these exceptions.”

Article XII, Section 12.06, Handling of evidence: “In any instance governed by this policy, if a Lockhart police officer has probable cause to believe that a substance is marijuana, the officer may seize the substance. If the officer seizes the substance, they must write a report explaining the grounds for seizure and release any detained person if possession of marijuana is the sole charge.”

Article XII, Section 12.07, No citations for paraphernalia or residue in lieu of possession charge: “A Class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.”

Article XII, Section 12.08, Ban on using City resources for THC concentration testing: “No city funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state or federal law, except (a) for purposes of toxicology testing to ensure public safety or (b) the investigation of a violent felony offense.”

Article XII, Section 12.09, Ban on using odor of marijuana or hemp as probable cause for search or seizure: “Lockhart police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to Section 12.05.”

Article XII, Section 12.10, Training and policy updates: “The City Manager and Chief of Police shall ensure that (a) City policies and internal operating procedures are updated in accord with this policy and (b) Lockhart police officers receive adequate training concerning each of the provisions of this policy.”

Article XII, Section 12.11, Officer discipline: “Any violation of this policy may subject a Lockhart police officer to discipline as provided by the Texas Local Government Code or as provided by City policy.”

Article XII, Section 12.12, Quarterly reports: “The City Manager, in consultation with the Chief of Police and other relevant City personnel, shall prepare quarterly reports concerning the implementation of this policy, to be presented to the City Council at a public meeting subject to the Texas Open Meetings Act, and with the first report due no later than 120 days following the effective date of this policy. Each report shall include a summary of the City’s implementation of this policy and shall include specific information concerning enforcement of

misdemeanor marijuana possession offenses, including total arrests made, total citations issues, estimated personnel hours used in conducting enforcement activities, and demographic information for each person charged with an offense, including age, gender, race, and ethnicity.”

Article XII, Section 12.13, Severability: “In any event that any court finds any section of the Lockhart Freedom Act to be unlawful or unenforceable, that section shall be severed from this policy and the rest shall continue in force.”

PASSED, APPROVED and ADOPTED this the 19th day of November 2024.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Presentation and discussion on Hays Caldwell Economic Development Partnership, formerly the Greater San Marcos Partnership.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Founded nearly fourteen years ago, the Greater San Marcos Partnership (GSMP) formed and joined with surrounding communities, including Lockhart, to promote the region. Working together, GSMP has been instrumental in turning the partnering communities into a vibrant economic hub, attracting new businesses, encouraging innovation, and promoting sustainable development. Yet, as the area continued to expand and the needs of the surrounding counties grew, the organization recognized the necessity of a brand that mirrored its growing scope.

The decision to rebrand as the Hays Caldwell Economic Development Partnership (HCEDP) stems from the organization's desire to emphasize its inclusive focus on both Hays and Caldwell counties. Communities such as Kyle, Buda, and Lockhart have seen rapid growth and have become vital contributors to the area's prosperity.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Lockhart City Council has been a supportive partner of GSMP since its inception on October 1, 2010.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: No action needed - presentation only

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Presentation and progress report from TRC regarding the feasibility to establish a railroad quiet zone.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On April 16, 2024, Council heard a presentation regarding the process of establishing railroad quiet zones, which locomotive horns are not required to routinely sound through at-grade crossings, and the considerations needed to establish those zones. Following this meeting, the City Engineer began a feasibility study based on the requirement for establishment.

Tonight's presentation will be a progress report and update to establish a railroad quiet zone within the city limits of the City of Lockhart.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Update only.

LIST OF SUPPORTING DOCUMENTS: 611934 - City Council RRQZ Presentation, Quiet Zone Presentation- April 16, 2024 for reference

Railroad Quiet Zone Feasibility Study Update

City of Lockhart, Texas

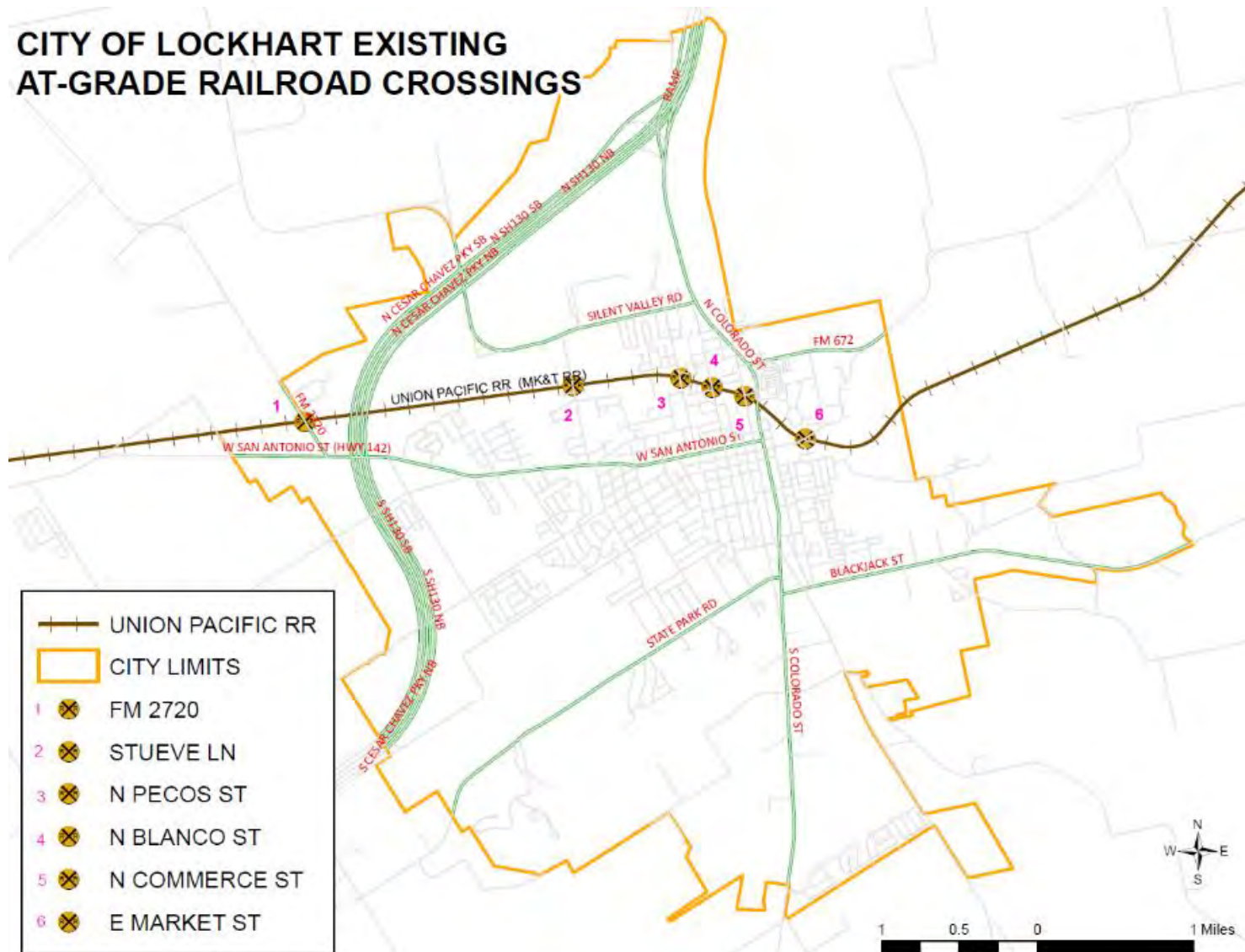
November 19, 2024

SUPPORTING

[DOING]

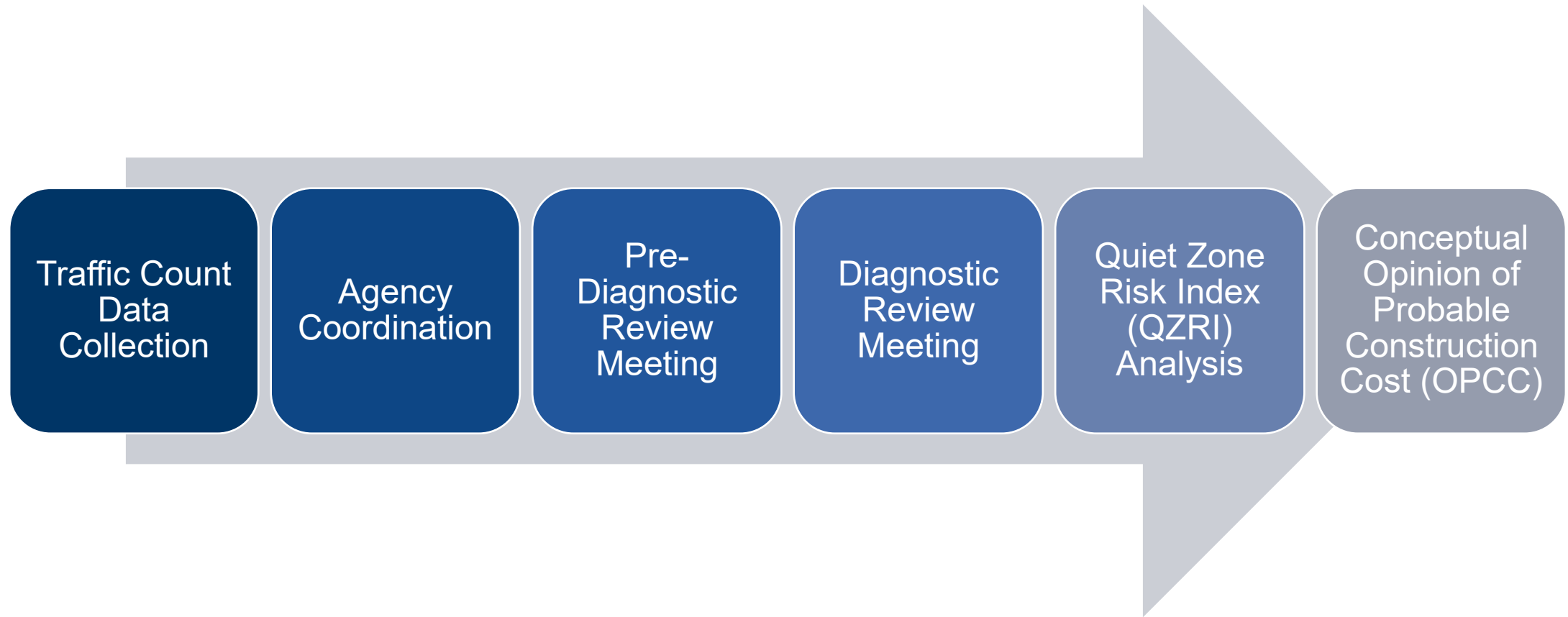
LEADING

Project Background

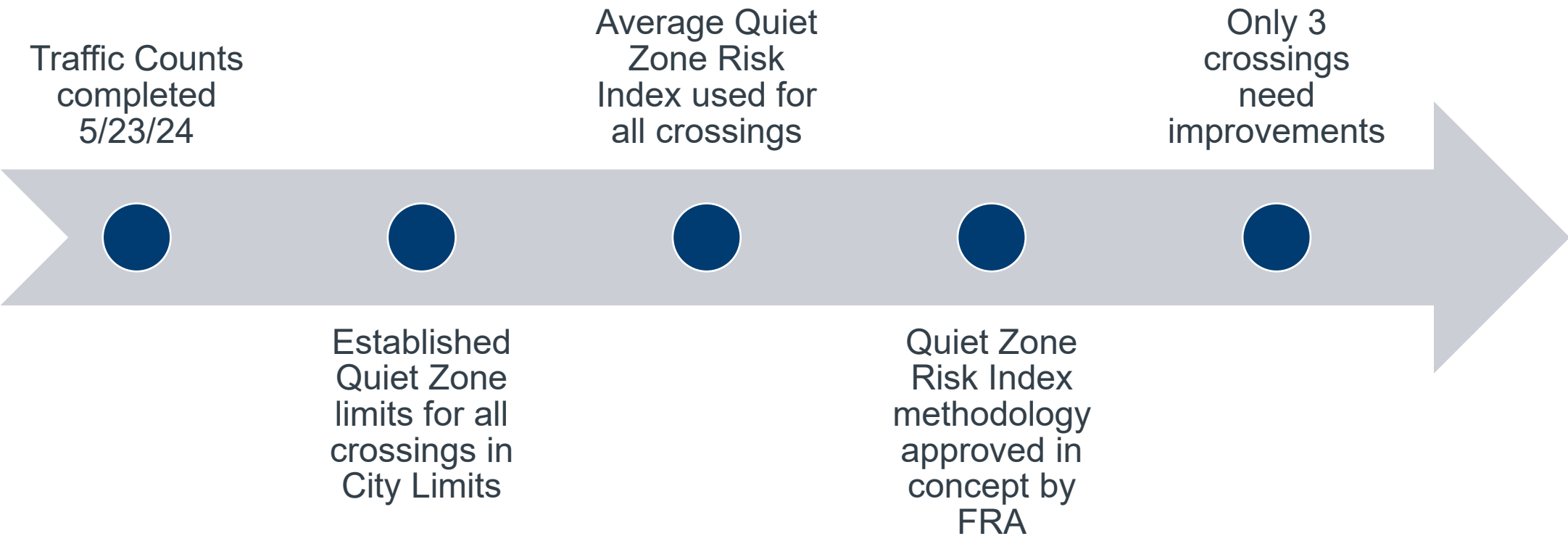


Goal is to meet Railroad Quiet Zone requirements by reducing Quiet Zone Risk Index below Risk Index with Horns through use of supplementary safety measures (SSMs).

Engineering Services – Scope of Work



Feasibility Study Items Completed



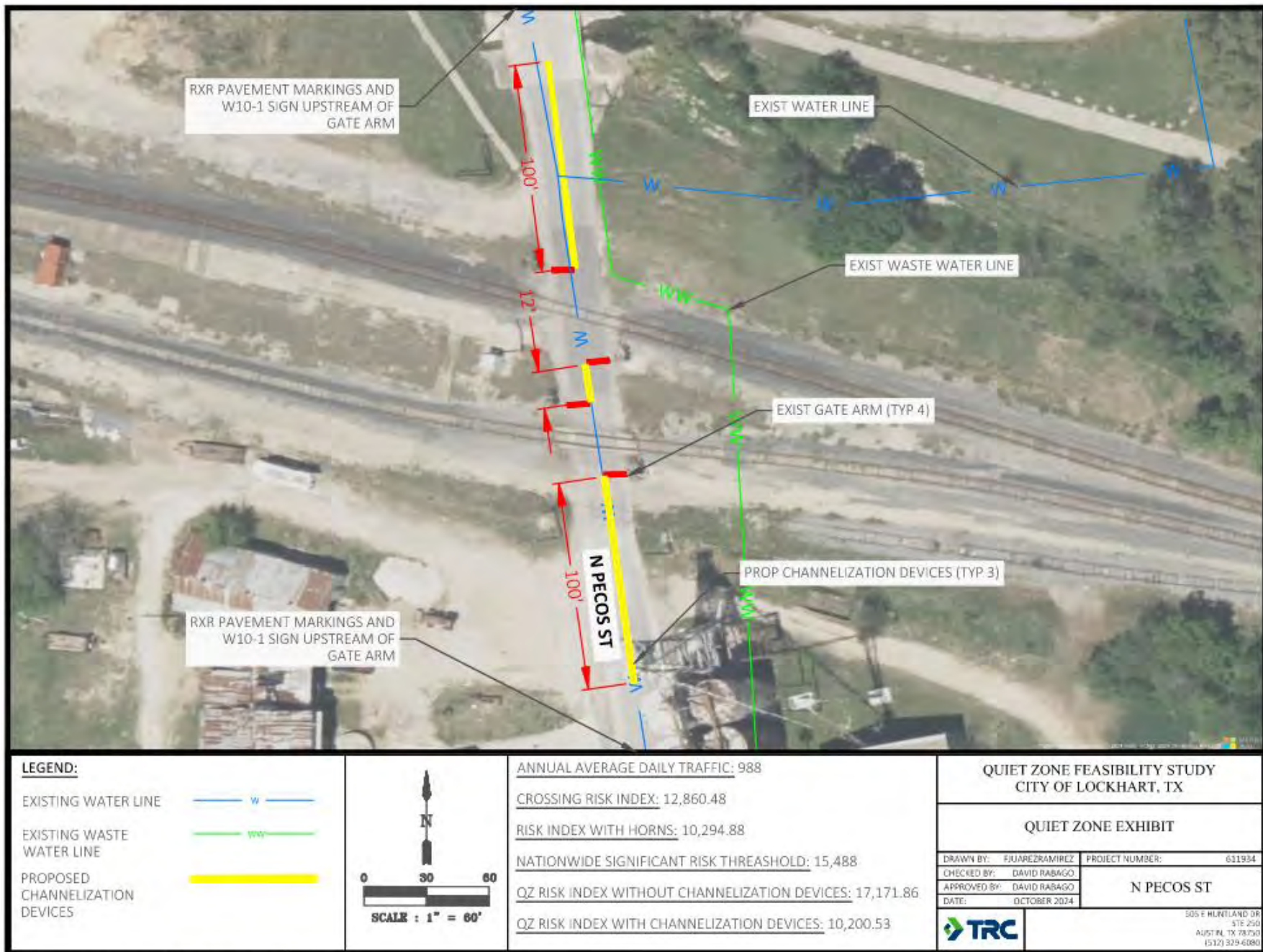
Proposed Supplementary Safety Measures (SSMs)



Channelization Devices







Estimated Total Project Cost

Proposed improvements to three crossings:

- FM 2720
- Stueve Lane
- N. Pecos St.

Estimated Total Project Cost ~ \$250,000

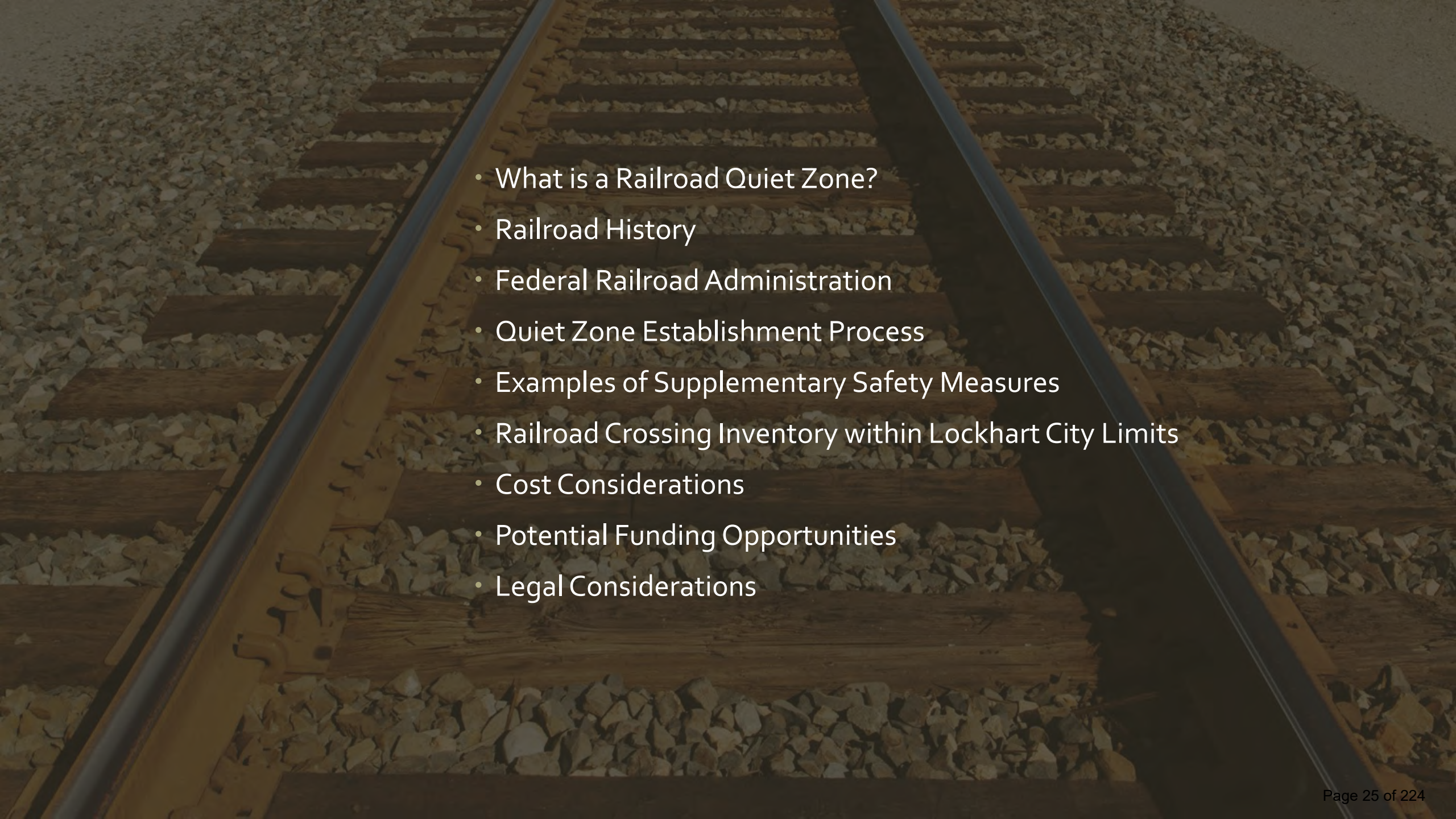
Next Steps

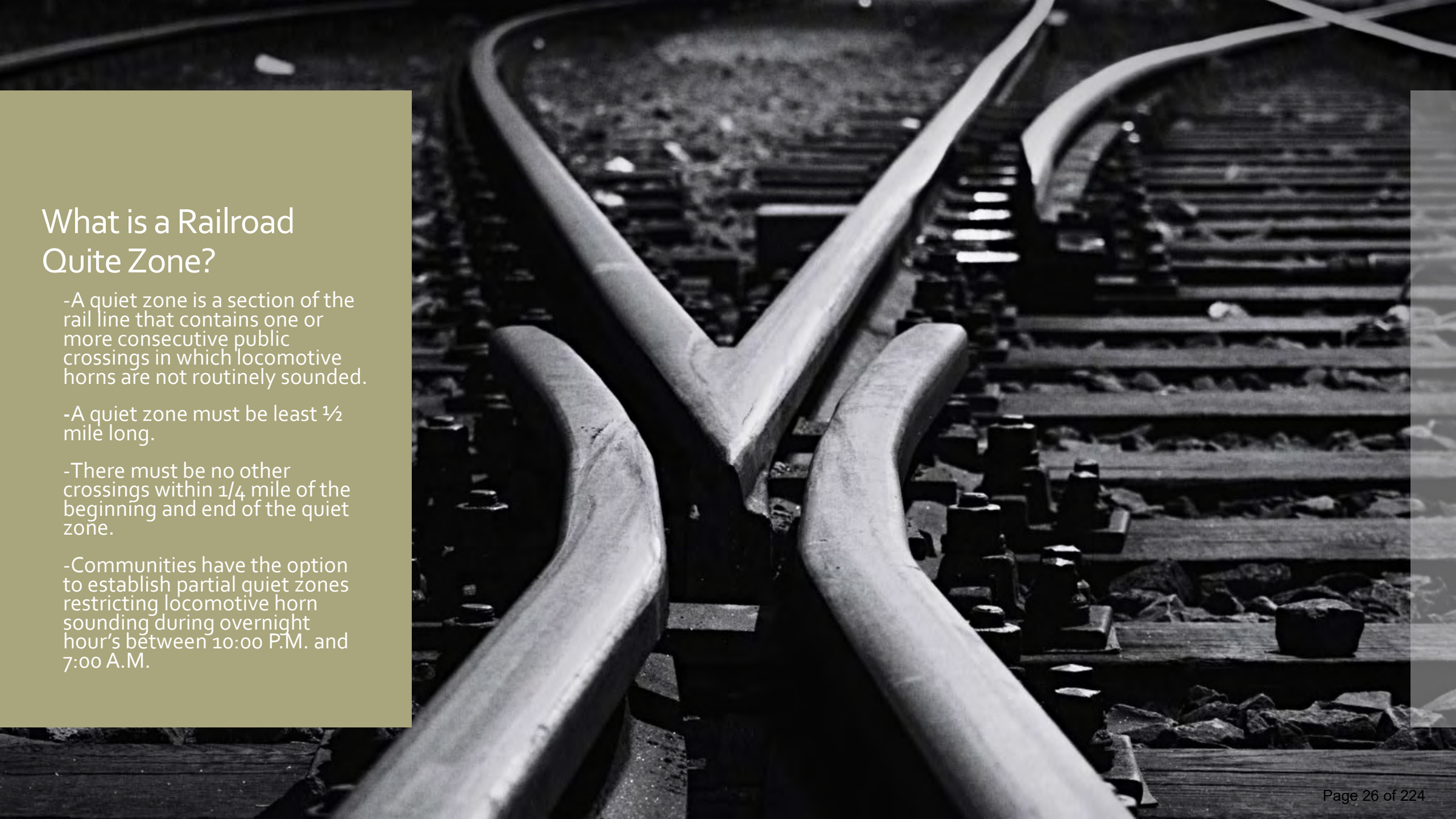


Questions?

Railroad Quiet Zone (RRQZ)



- 
- What is a Railroad Quiet Zone?
 - Railroad History
 - Federal Railroad Administration
 - Quiet Zone Establishment Process
 - Examples of Supplementary Safety Measures
 - Railroad Crossing Inventory within Lockhart City Limits
 - Cost Considerations
 - Potential Funding Opportunities
 - Legal Considerations



What is a Railroad Quiet Zone?

- A quiet zone is a section of the rail line that contains one or more consecutive public crossings in which locomotive horns are not routinely sounded.

- A quiet zone must be at least 1/2 mile long.

- There must be no other crossings within 1/4 mile of the beginning and end of the quiet zone.

- Communities have the option to establish partial quiet zones restricting locomotive horn sounding during overnight hours between 10:00 P.M. and 7:00 A.M.

Figure A-3: UP Network and Subdivisions in Texas

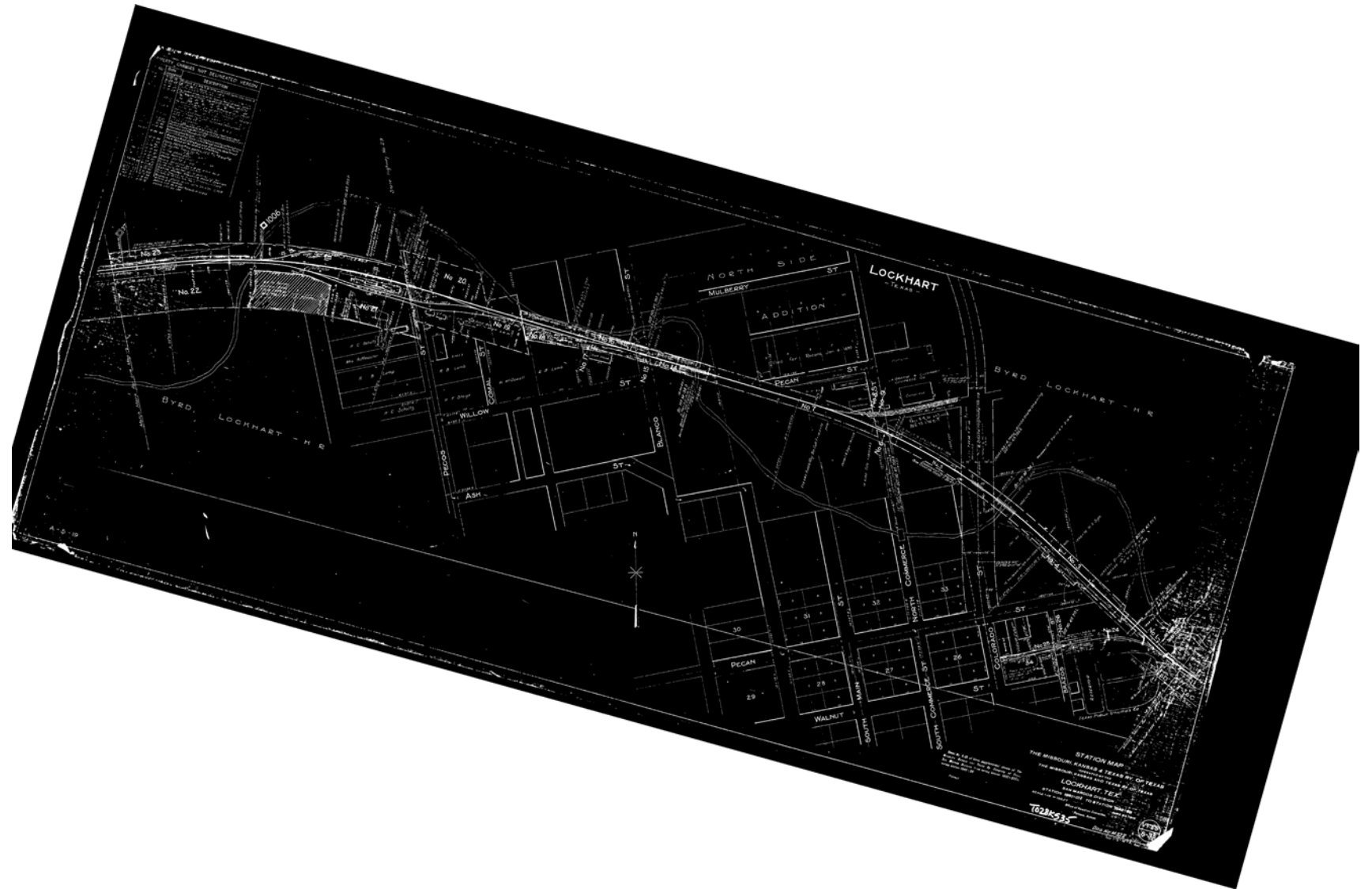


Union Pacific Railroad Network in Texas

Subdivision	Lockhart
Division	San Antonio
Owner	Union Pacific Railroad
Operator	Union Pacific Railroad
Subdivision Route / Mileage	Total 51.9 miles
FRA Track Class	Class 3
Track Configuration	Single main track with one passing siding
Maximum Authorized Speed Freight	40 mph
Maximum Authorized Speed Passenger	N/A
Wayside Signals	Automatic Block Signal System (ABS)
Method of Operation	ABS Track Warrant Control (TWC)
Maximum Allowable Gross Weight	286,000 lbs.
Clearances	Can accommodate double-stack intermodal equipment
Current Line Density (2017) in Annual Gross Tons per Mile (in Millions)	18-22 MGT
Average Number of Trains per Day	Unknown
Industrial Leads	N/A

History

- The railroad has a long-standing history in the City of Lockhart. Some deeds dating back to 1887 or earlier.
- Union Pacific Railroad has ownership rights to the railroad in the City of Lockhart.
- Union Pacific has transportation routes spanning 31,900 miles.
- The railroad in Lockhart stretches from Katy to San Marcos down to San Antonio.



History (Cont.)

- Texas has 181 registered quiet zones across various railroads.
- The railroad in Lockhart traffic movements is an east-to-west direction only.
- The railroad through Lockhart see on average 5-10 trains in a 24-hour period and varies throughout the year (Luling averages 30+ trains/day).
- Top speed for locomotives in Lockhart is 40 mph .



Federal Railroad Administration



The Federal Railroad Administration (FRA) is committed to reducing the number of collisions at rail grade crossings.



The Train Horn Rule became effective on June 24, 2005, setting a national standard for sounding train horns at public highway-grade crossings to time based. The rule also established the criteria for establishing quiet zones.



Federal regulations require that locomotive horns begin sounding 15-20 seconds before entering public highway-rail grade crossings, no more than $\frac{1}{4}$ mile in advance.



Only public authorities, the governmental entity are responsible for traffic control or law-enforcement at the crossings, is permitted to create quite zones.

Quiet Zone Establishment Process

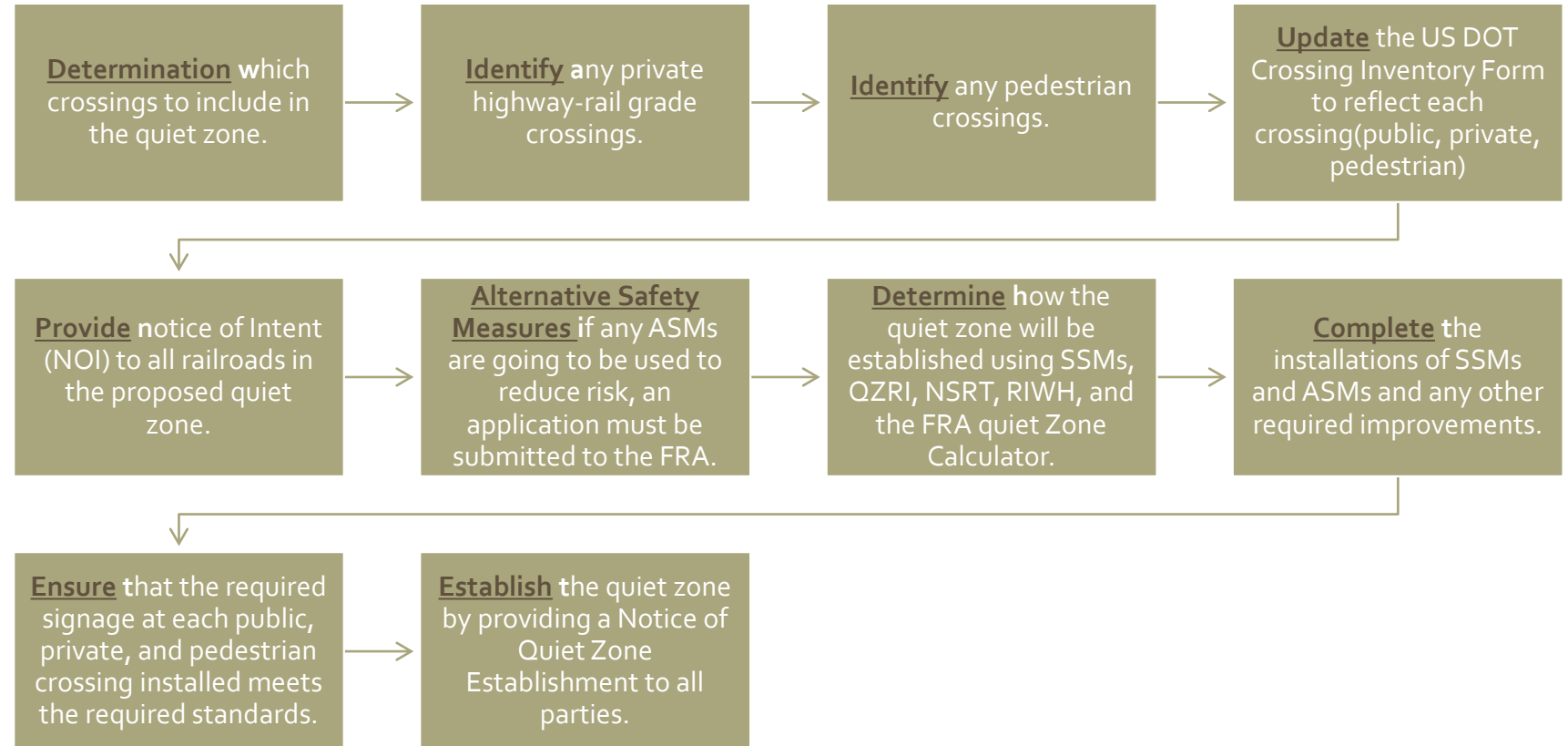
- Because the absence of routine horn sounding increases the risk of a collision, a public authority that desires to establish a quiet zone will be required to mitigate this additional risk.
- At a minimum, each public highway-crossing within a quiet zones must be equipped with active warning devices: flashing lights, gates, constant warning time devices and power out indicators.
- In a quiet zone engineers have no legal duty to sound the horn, but may exercise discretion during emergency situations (i.e. the presence of a vehicle or a person on the track).
- Under federal regulations, engineers must sound the horn to warn railroad maintenance employees or contractors working on the tracks.
- Horns are also blown at any upstream or downstream crossing that are not within the quiet zone.

Quiet Zone Establishment Process (Cont.)

- In order to create quiet zones, one of the following conditions must be met:
 - ❑ The Quiet Zones Risk Index (QZRI) is less than or equal to the National Significant Risk Threshold (NSRT) with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs).
 - ❑ The QZRI is less than or equal to the Risk index with Horns (RIWH) with additional safety measures.
 - ❑ Install SSMs at every public-highway crossing. This is the best method to reduce risk in a proposed quiet zone and enhance safety.

Quiet Zone Establishment Process (Cont.)

Example of Steps taken to establish Quiet Zones



Examples of Supplementary Safety Measures (SSMs)



Crossing Closures



Gates with Channelization Devices

Four Quadrants Gate System



Gates with Medians

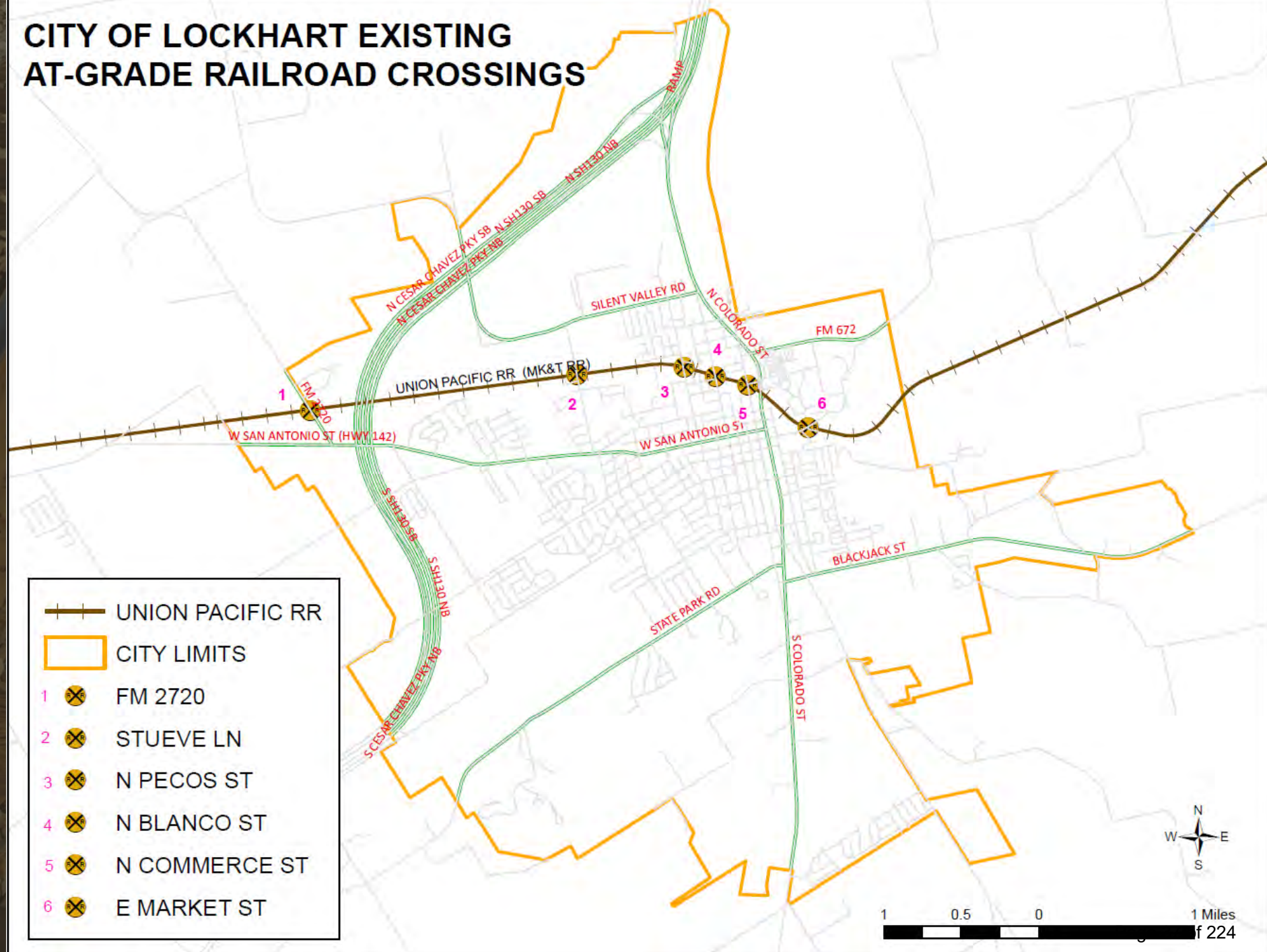


Alternative to Quiet Zones “Wayside Horns”

- Communities may choose to silence locomotive horns through the installation of wayside horns at each crossing as one substitute for train horns.
- Wayside horns are train-activated stationary acoustical devices directed at highway traffic.
- The wayside horn is positioned at the crossing and will sound when the warning devices are activated.
- The sound is directed down the roadway, which greatly reduces the noise footprint of the audible warning.
- A wayside horn may be installed at highway-rail grade crossings that have flashing lights, gates, constant warning time devices (except in rare circumstances), and power out indicators.
- Use of wayside horns is not the same as establishing a quiet zone although they may be used within quiet zones.



CITY OF LOCKHART EXISTING AT-GRADE RAILROAD CROSSINGS



Union Pacific
Railroad
within the City
of Lockhart
and Crossing
Locations

Public Railroad Crossings

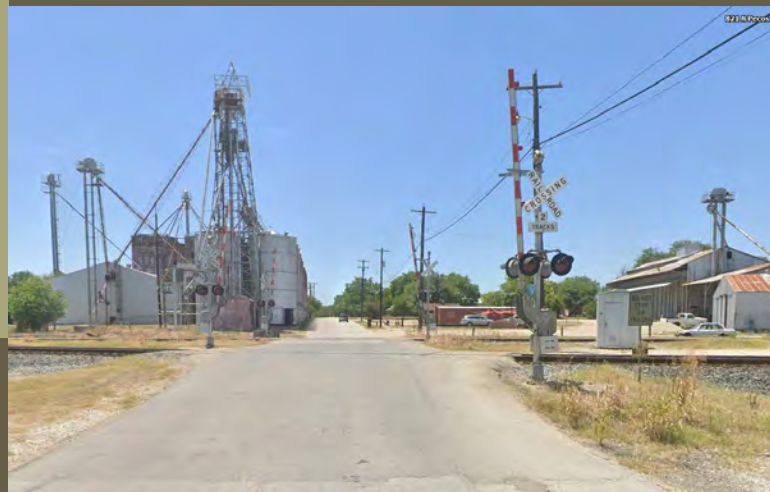


-FM 2027- Two Gate System



-Stueve Lane- Two Gate System

-N. Pecos- Four Gate System with additional Railroad Spur



-N. Blanco- Two Gate System



Public Railroad Crossings (Cont.)



-N. Commerce- Two Gate System and Pedestrian Crossing



-E. Market- Three Gate System with Larrimore

-US183 – Overpass over the Railroad





Cost Considerations

- The enabling Federal statute did not provide funding for the establishment of quiet zones.
- Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSMs and ASMs used. Costs can vary from \$30,000 per crossing to more than \$1 million depending on the number of crossings and the types of safety improvements required.

Potential Funding Opportunities

- Staff reviewed potential funding opportunities for Quiet Zones with a grant administrator.
- The **Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program** appears to be the most viable option for future grant funding.
- The purpose of the program is to fund projects that improve the safety, efficiency, and/or reliability of intercity passenger and freight rail systems.
- Staff will continue to review the potential scope of a Quiet Zone project in consideration of the requirements for this grant funding opportunity.

Legal Considerations

- The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning.
- FRA's rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

Comments

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss Ordinance 2024-35 regarding establishing maximum number of dogs and cats in and on residential properties.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson, Animal Shelter Advisory Board

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The Animal Shelter Advisory Board has recommended an ordinance that aims to regulate the number of dogs and cats that residents may keep on their properties, establishing a combined limit of five animals per household to enhance public health, safety, and welfare. This ordinance applies to all residential properties within Lockhart, including single-family homes, apartments, and townhouses. An important exception to this rule allows current pet owners who already exceed the limit to keep their animals, provided they register them with the Lockhart Animal Shelter within 90 days of the ordinance's effective date. However, these owners will not be allowed to replace any pets that pass away until their total animal count is within the set limit.

Enforcement will be managed by the Lockhart Animal Control Department, and penalties for non-compliance range from fines starting at \$200, with escalating fines for repeated violations. Notably, the ordinance exempts licensed animal shelters, rescue organizations, fosters, and state-licensed commercial breeders. Residents seeking an exception to the animal limit may also apply for a variance, which will be evaluated on a case-by-case basis. This measure supports a balanced approach by controlling the pet populations in residential areas while accommodating existing pet owners and supporting animal welfare organizations. By setting a clear standard for responsible pet ownership, the ordinance aims to reduce issues related to overcrowding, improve living conditions for pets and residents, and strengthen animal control efforts, fostering a safer and more harmonious community environment.

Within the past few months, Animal Control Officers have dealt with two cases of animal hoarding at residences in Lockhart.

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: Approval of ordinance.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-35 Animal Limitation at Residence,
CITIES WITH ANIMAL LIMITATION ORDINANCES

ORDINANCE NO. 2024-35

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS LIMITING THE NUMBER OF DOGS AND CATS IN AND ON RESIDENTIAL PROPERTIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR PENALTIES; REPEALING ORDINANCE OR PART OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE, SEVERABILITY CLAUSE, FINDINGS OF FACT, AND PROVIDING FOR OPEN MEETINGS.

WHEREAS, the City of Lockhart, Texas (“City”) is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City (“City Council”) has determined that there is a need to limit the number of dogs and cats located in and on residential property in the City; and

WHEREAS, the City Council has found that harboring more than five dogs and/or cats at one residential property is a nuisance and presents health and safety issues to the citizens of the City; and

WHEREAS, the City Council has determined that, in order to promote the health, safety, and welfare of the citizens of the City, there must be a limit on the number of dogs and cats in and on residential property within the City.

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

SECTION 1. FINDINGS OF FACT

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. PURPOSE AND SCOPE

The City Council of the City finds that, in order to promote the public health, safety, and welfare of the citizens of the City, the number of dogs and cats kept on and in residential property within the City limits must be regulated. It is the intent of this Ordinance to promote, protect, and improve the public health, safety, welfare of the citizens by limiting the number of dogs and cats permitted on and in residential property.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

- (a) *Residential Property* means any real property, including but not limited to single-family homes, apartments, condominiums, and townhouses, that is zoned for residential use or where residential use has been authorized by the City.
- (b) *Dog* means a mammal which is a member of the species *Canis familiaris*.
- (c) *Cat* means a mammal which is a member of the species *Felis catus*.

SECTION 4. LIMITATION ON NUMBER OF DOGS AND CATS

- (a) No person shall keep, own, or harbor more than a total of five (5) dogs and/or cats, combined, on any residential property within the city limits of Lockhart, Texas.
- (b) Persons who, as of the effective date of this Ordinance, keep, own, or harbor more than five (5) dogs and/or cats, combined, must register all dogs and/or cats with the Lockhart Animal Shelter within ninety (90) days of the effective date of this Ordinance.
- (c) Upon registration required by Section 4(b), persons shall not replace any dog or cat that dies until the total number of dogs and cats on the residential property falls to five (5) or below.

(d) Failure to comply with the registration requirement in Section 4(b) shall subject the person to penalties as outlined in Section 6 of this Ordinance.

SECTION 5. ENFORCEMENT AND PENALTIES

(a) The Lockhart Animal Control Department shall be the authority responsible for enforcing this Ordinance.

(b) A violation of Section 4(b) of this ordinance shall be considered a civil infraction.

(c) Upon determination of a violation of this Ordinance, the person in violation shall be issued a citation and shall have thirty (30) days to register the dogs and cats located on their property with the Lockhart Animal Shelter.

d) Failure to comply with the registration requirement within the specified time period may result in fines not exceeding \$200 for the first offense, \$300 for the second offense, and \$500 for each subsequent offense.

e) In addition to monetary fines, the City may pursue other legal remedies as provided by law to ensure compliance with this Ordinance.

SECTION 6. EXCEPTIONS

a) This Ordinance shall not apply to any licensed animal shelters, rescue organizations, commercial breeders licensed by the state, or persons within the City fostering dogs and/or cats for any licensed animal shelter or rescue organization. Persons within in the City fostering dogs and/or cats for any licensed animal shelter or rescue group shall register as an animal foster with the Lockhart Animal Shelter within 30 days of accepting their first foster animal or, if an existing animal foster, within 30 days of the effective date of this ordinance..

b) Any person seeking an exemption from the limitations set forth in this ordinance may apply for a variance with the Lockhart Animal Control Department. Variances may be granted on a case-by-case basis, subject to review and approval by the Animal Control Department.

c) An exemption to the limitations provided for in Section 4(a) is granted for citizens who currently possess more than five (5) dogs and/or cats as of the effective date of this ordinance, provided that they comply with the registrations requirements in Section 4(b), (c), and (d).

SECTION 7. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage and publication in accordance with applicable law.

SECTION 9. OPEN MEETING COMPLIANCE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 19th day of November 2024.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

CITIES WITH ANIMAL LIMITATION ORDINANCES

Bastrop: Limit of 6 dogs and/or cats combined. Puppies and kittens over 3 months of age.

Buda: Limit of 5 dogs and/or cats combined over 3 months of age.

Giddings: Limit of 4 dogs and/or cats combined over 3 months of age.

Kyle: Limit of 5 dogs and/or cats combined without multi-animal permit.

New Braunfels: Limit of 4 dogs, cats or rabbits combined over 3 months of age.

San Marcos: Limit of 4 dogs and no more than 7 total animals (does not include fish or birds other than fowl).

Seguin: Limit of 4 dogs 4 cats over 4 months of age.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss Ordinance 2024-36 regarding microchipping dogs and cats within the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson, Animal Shelter Advisory Board

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The Animal Shelter Advisory Board has recommended an ordinance requiring all pet owners within city limits to microchip their dogs and cats to promote responsible pet ownership, increase pet recovery rates, and enhance public safety. Key highlights of this ordinance include mandatory microchipping by a licensed professional or trained animal shelter staff, registration of each pet's unique ID in a national recovery database, and regular updates to contact information. Owners have 180 days from the ordinance's effective date to comply. Enforcement will be managed by Lockhart Animal Control, with fines for non-compliance starting at \$200 and escalating with repeated violations.

Exceptions to the ordinance include exemptions for pets under three months, cats in the Trap-Neuter-Release (TNR) program with ear notching, animals with documented medical conditions that are not conducive to microchipping (verified by a veterinarian), and reasonable accommodation for individuals with religious objections unless it presents a public health hazard. This ordinance benefits the community by facilitating the return of lost pets to their owners, reducing stray populations, and promoting a safer, more responsible pet environment in Lockhart.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of ordinance.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-36 Microchipping Ordinance,
CITIES WITH ANIMAL MICROCHIPPING ORDINANCES

ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS REQUIRING PET OWNERS TO MICROCHIP THEIR DOGS AND CATS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR PENALTIES; REPEALING ORDINANCE OR PART OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE, SEVERABILITY CLAUSE, FINDINGS OF FACT, AND PROVIDING FOR OPEN MEETINGS.

WHEREAS, the City of Lockhart, Texas (“City”) is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City (“City Council”) has determined that there is a need to have all dogs and cats within the City microchipped in order to promote the health, safety, and welfare of the citizens of the City and promote responsible pet ownership; and

WHEREAS, the City Council has found that having dogs and cats microchipped increases the chances that lost animals will be returned to their owners.

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

SECTION 1. FINDINGS OF FACT

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. PURPOSE AND SCOPE

The City Council of the City finds that, in order to promote the public health, safety, and welfare of the citizens of the City, and to promote responsible pet ownership, facilitate the identification and return of lost pets, pet owners must microchip their dogs and cats.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

- (a) *Residential Property* means any real property, including but not limited to single-family homes, apartments, condominiums, and townhouses, that is zoned for residential use or where residential use has been authorized by the City.
- (b) *Dog* means a mammal which is a member of the species *Canis familiaris*.
- (c) *Cat* means a mammal which is a member of the species *Felis catus*.
- (d) *Animal Owner* means any person who owns, harbors, has custody or control of a dog or cat within the city limits of Lockhart, Texas. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.
- (e) *Microchip* means a small electronic device implanted under the skin of an animal, containing a unique identification number that can be scanned to identify the animal and retrieve the owner's contact information.

SECTION 4. MICROCHIPPING REQUIREMENT

- (a) All animal owners within the City of Lockhart must have their dogs and cats microchipped.
- (b) The microchip must be implanted by a licensed veterinarian, authorized animal care professional, or trained Animal Shelter staff.
- (c) The microchip must comply with ISO standards for international compatibility.
- (d) Animal owners shall ensure that the microchip is registered with a nationally recognized pet recovery database, and that their contact information is kept up-to-date.

SECTION 5. COMPLIANCE AND ENFORCEMENT

- (a) Animal owners shall have one hundred eighty days from the effective date of this ordinance to comply with the microchipping requirement in Section 4 of this Ordinance.
- (b) The Lockhart Animal Control Department shall be the authority responsible for enforcing this ordinance.
- (c) Animal control officers may request proof of microchipping from any animal owner upon inspection or in the event that the animal is impounded.
- (d) Failure to comply with the microchipping requirement in Section 4 of this Ordinance may result in penalties as outlined in Section 5 of this ordinance.

SECTION 6. PENALTIES

- (a) Violation of this Ordinance shall be considered a civil infraction.
- (b) Upon determination of a violation of this Ordinance, the animal owner in violation shall be issued a citation.
- (c) Penalties for non-compliance shall not exceed \$200 for the first offense, \$300 for the second offense, and \$500 for each subsequent offense.
- (d) In addition to monetary fines, the City may pursue other legal remedies as provided by law to ensure compliance with this ordinance.

SECTION 7. EXCEPTIONS

- (a) Exemptions to the microchipping requirement may be granted by the Lockhart Animal Control Department for animals with a documented medical condition that contraindicates microchipping, subject to verification by a licensed veterinarian.
- (b) A cat that is part of the Trap, Neuter, Release (TNR) Program and has had their ear notched/tipped, is exempt from this ordinance.

SECTION 8. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 9. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage and publication in accordance with applicable law.

SECTION 10. OPEN MEETING COMPLIANCE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 19th day of November 2024.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

CITIES WITH ANIMAL MICROCHIPPING ORDINANCES

Buda: Dogs and cats before 4 months of age.

San Marcos: Dogs and cats 4 months of age and older.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion regarding Resolution 2024-30 accepting a petition for annexation and setting the date for a public hearing regarding the proposed annexation of 84.891 acres in the John A. Neill Survey, A-20 located east of the intersection of FM 1322 and Centrepont Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is the resolution to accept the petition for annexation and schedule the public hearing for 85 acres located east of the intersection of FM 1322 and Centerpoint Road. If the petition is accepted, the hearing will be held on December 17th. As is required by state law, there will be a notification placed in the Lockhart Post-Register and letters sent to affected agencies and utilities between the 10th and 20th days prior to the public hearing.

PROJECT SCHEDULE (if applicable): If the resolution is approved, a public hearing will be held at the December 17, 2024 City Council meeting, at which time the property could be annexed. A zoning request has also been filed for the property, which could be heard following the annexation at the same Council meeting.

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2024-30 accepting the petition for annexation and setting the date of the public hearing.

LIST OF SUPPORTING DOCUMENTS: Sendero Annexation Resolution, Sendero Resolution exhibits A and B, Sendero Annexation Map

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART ACCEPTING A VOLUNTARY PETITION FOR ANNEXATION, ATTACHED HERETO AS EXHIBIT “A”; DECLARING THE INTENT OF THE CITY TO ANNEX INTO THE CITY LIMITS THE PROPERTY DESCRIBED IN EXHIBIT “B”, ATTACHED HERETO; PROVIDING WRITTEN NOTICE TO THE SERVICE PROVIDERS AND OWNERS OF RAILROAD RIGHT-OF-WAY, IF ANY, LOCATED IN SUCH TERRITORY, PROVIDING FOR A PUBLIC HEARING AND DIRECTING THE CITY MANAGER TO PREPARE AND NEGOTIATE A SERVICE PLAN AGREEMENT WITH THE LANDOWNERS PROVIDING FOR FULL MUNICIPAL SERVICES TO THE AREA TO BE ANNEXED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property to be annexed consists of acres as described more fully in Exhibit “B”, and as depicted in same exhibit, attached hereto, in Caldwell County, Texas; and

WHEREAS, the property to be annexed is adjacent to and contiguous to the boundaries of the City; and

WHEREAS, the property to be annexed is within the City’s extraterritorial jurisdiction and the property is not within the extraterritorial jurisdiction of any other city; and

WHEREAS, the Property owners have requested annexation into the City of Lockhart in accordance with a Petition for Annexation which is attached hereto as Exhibit “A”; and

WHEREAS, the City is authorized by Chapter 43, Subchapter C-3, Annexation of Area on Request of Owners, Texas Local Government Code, to accept the petition for annexation and annex the property.

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

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.
2. Before the City institutes annexation proceedings, it shall provide written notice to each public entity or private entity that provides services in the area to be annexed and to each railroad company which owns right-of-way in the area to be annexed prior to the date of the public hearing.

3. The City shall conduct a public hearing at which times persons interested in the annexation shall be given the opportunity to be heard. The public hearing shall be conducted in the Council Chamber of City Hall of the City of Lockhart, on the 17th of December, at 7:30 p.m.

4. Notice of the public hearing shall be published in the Lockhart Post-Register on or after November 27, 2024 and before December 7, 2024 and the notice will also be posted on the City's Internet website before December 7, 2024 and shall remain posted until the date of the public hearing.

5. The City Manager shall prepare and negotiate with the owners of the property requesting annexation a written Annexation Services Plan Agreement meeting the requirements of Section 43.0672 of the Texas Local Government Code. Such Agreement to be approved by the City and the Owners prior to the adoption of the Annexation Ordinance.

6. This Resolution shall become effective immediately upon passage.

Passed, read and approved the 19th day of November, 2024.

City of Lockhart, Texas

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

EXHIBIT "A"

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,

Steven Victor
Steven Victor - Sep 23, 2024 15:14 CDT

Steven L. Victor
Blackjack Block II, LLC

EXHIBIT "B"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.



ALTA/NSPS LAND TITLE SURVEY 84.981 ACRES OF LAND LOCATED IN THE JOHN A. NEILL SURVEY, ABSTRACT NO. 20, CALDWELL COUNTY, TEXAS, BEING THE SAME TRACT CALLED 85,000 ACRES RECORDED IN DOCUMENT NO. 2021-008619, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS.

- LEGEND**
- = 1/4 SECTION
 - = 1/2 SECTION
 - = 3/4 SECTION
 - = 1/8 SECTION
 - = 1/16 SECTION
 - = 1/32 SECTION
 - = 1/64 SECTION
 - = 1/128 SECTION
 - = 1/256 SECTION
 - = 1/512 SECTION
 - = 1/1024 SECTION
 - = 1/2048 SECTION
 - = 1/4096 SECTION
 - = 1/8192 SECTION
 - = 1/16384 SECTION
 - = 1/32768 SECTION
 - = 1/65536 SECTION
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**METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND**

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

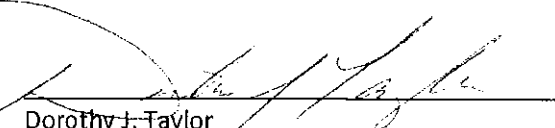
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

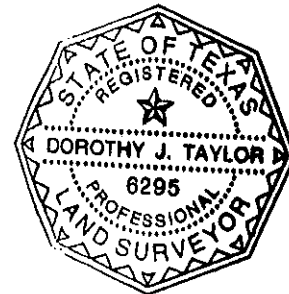
Written August 13, 2024.

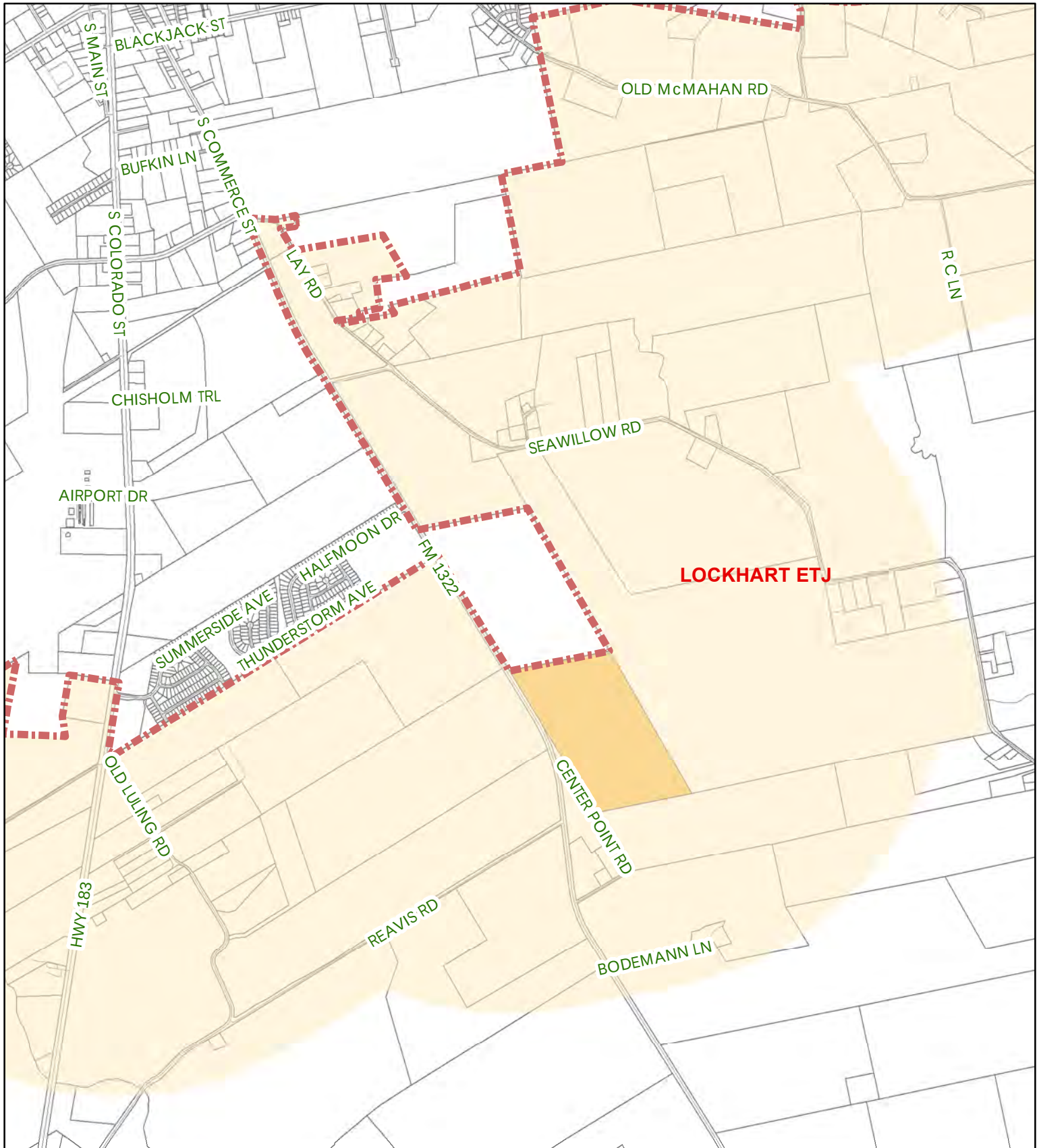
Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

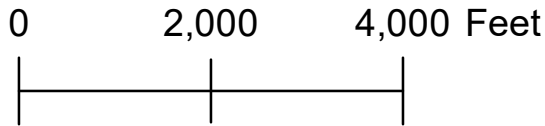
Registered Professional Land Surveyor No. 6295

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CITY OF
Lockhart
TEXAS



Map Legend

-  SENDERO ANNEXATION
-  PARCEL BOUNDARY
-  LOCKHART ETJ
-  LOCKHART CITY LIMITS

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: November 19, 2024

AGENDA ITEM CAPTION: Discuss authorizing the Mayor to execute an Interlocal Agreement between The South Central Planning and Development Commission (SCPDC), through its agent, CAPCOG, and the City of Lockhart for the licensee use of the MyGovernmentOnline (MGO) Planning & Permitting Software.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Andrew Devaney

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart does not currently utilize Code Enforcement or Planning and Zoning Software. This Interlocal Agreement is for the Licensee use of South Central Planning and Development Commission's (SCPDC) MyGovernmentOnline (MGO) System. MyGovernmentOnline is a government software system that provides an online application and review platform for Building Inspections & Permitting, Code Enforcement, and Planning and Zoning staff and citizens to utilize. This software will be customized to the City of Lockhart's specific needs.

Converting to a comprehensive system that can support all areas of responsibility for the Development Services departments is vital to maintain efficiency with the current and expected growth of Lockhart. The City of Lockhart processed approximately 4,300 permits for calendar year 2023. The use of MGO will provide paperless operation and mitigate staff demands by reducing the manual processing of permits and planning applications. This will improve our quality of service to citizens and contractors by increasing efficiency and providing accessibility to an online and mobile application to review the status of applications.

This software will allow citizens to submit Code Enforcement complaints online, and provides support for Code Enforcement officers to correspond with citizens on case status. Building permits will be capable of being applied for, approved, and paid for online. This will decrease foot traffic and increase convenience for permit applicants. This software has been verified to integrate with the city's current accounting system for proper records of permit payments. Building permit holders will also be able to generate online inspection requests, retrieve inspection reports, see pass/fail information, as well as receive Certificates of Occupancy online. Rezoning, Replatting and Variance applications will be available in the Planning and Zoning module. The MGO software will also assist in tracking key development service metrics. Lockhart staff will be able to export key data, including permit volume, code cases initiated and completed, inspection volume and many others.

There are multiple regional municipalities that currently utilize this software. Regional municipalities include Bastrop, Bastrop County, Buda, Caldwell County, Dripping Springs, Elgin, Fredricksburg, Georgetown, Hays County, LCRA, Manor, and San Marcos.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The term of the proposed Interlocal Agreement is two years with an automatic renewal of twelve (12) months thereafter.

PROJECT SCHEDULE (if applicable): Upon approval, software implementation will begin. The Code Enforcement Module will be created first, followed by Building Permitting and Planning and Zoning. Software implementation is estimated to be complete and available for use within the second quarter of 2025.

FISCAL NOTE (if applicable): Licensee monthly billing itemized costs:

Permits \$1,833.33/mo.

Code Enforcement \$275.00/mo.

Planning \$500.00/mo.

Addressing/GIS Integration \$230.00/mo.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: City of Lockhart Development Services Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: City of Lockhart, TX - Software License Agreement

INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("**CAPCOG**") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for SCPDC.

1.2. City of Lockhart, Texas ("**Licensee**" or "**City**") of 308 W. San Antonio St. P.O. Box 239 Lockhart, TX 78644.

1.3. The South Central Planning and Development Commission ("**Licensors**" or "**SCPDC**") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

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 the 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 the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 **"DOCUMENTATION"** means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 **"EFFECTIVE DATE"** means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

SECTION 3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software.

If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

SECTION 4. LICENSE RESTRICTIONS

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: 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 licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 Licensee'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.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

SECTION 8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

SECTION 9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

SECTION 10. NON-ASSIGNMENT

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. NOTICES

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: City of Lockhart

Address: 5058 West Main St.
Houma, LA 70360

Address: 308 W. San Antonio St.
P.O. Box 239 Lockhart, TX 78644

SECTION 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any

mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner.

Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Venue and Governing Law: Venue of this contract shall be City of Lockhart, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Lockhart, TX

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION, INC.
THROUGH ITS AGENT, CAPCOG

By:

By:

Lew White, Mayor

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A
INTERLOCAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MGO System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into MGO System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 2001-4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$1833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in

the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

2. Planning & Zoning Module monthly license fee (custom quote)
Monthly Cost: \$500.00

C. OTHER FEES

1. ON-SITE VISITS: Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.
2. INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS:
Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.
3. HISTORIC DATA IMPORTS: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

SECTION 1. EQUIPMENT SITE

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

SECTION 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: support@mygovernmentonline.org
Ryan Hutchinson,
Chief Technology Officer

SECTION 2. TERM AND TERMINATION

2.1 SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the

Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

(d) Software programs made by Licensee or other parties.

SECTION 4. RESPONSIBILITIES OF LICENSEE

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

SECTION 5. MAINTENANCE FEE

5.1 For Licensee the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

SECTION 6. ASSIGNMENT OF DUTIES

6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

SECTION 7. PROJECT ABANDONMENT

7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

SECTION 8. LICENSEE DATA

8.1 Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

SECTION 9. ROLE OF AGENT

9.1 The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Lockhart, Texas

By: Lew White, Mayor

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-31 authorizing the City Manager to enter an Advance Funding Agreement (AFA) with TxDOT for wildlife fencing improvements at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: TxDOT has several programs aimed at assisting with funding airport maintenance projects, which the City has participated in the past. On January 4, 2022, a letter of intent was sent to TxDOT requesting use of Federal funds for the Lockhart Municipal Airport to make improvements to the runway, taxiway, fencing, LED lighting and development of an Airport Master Plan. The recommended improvements to the airport were prioritized based on discussions and meetings with TxDOT's airport planner representatives. TxDOT is currently working with the City to rebid the airport runway/taxiway paving project, to make the bids more competitive by grouping similar projects together. The runway/taxiway paving project was part of this Federal program, but TxDOT is ready to begin the process for the next safety improvements at the airport.

This project will be to design, engineer, and construct approximately 15,000 linear feet of 8' tall wildlife fencing and entry/access gates as additional security measures at the airport. The improvement will replace all the aging fence that encircles the airport, protecting the runway from wildlife.

Resolution 2024-31 authorizes the City Manager to enter into an agreement with TxDOT for the project and identifies the City's match responsibilities of 10% (\$135,000) of the entire project (\$1,350,000). The remaining amount will be financed with Federal funds.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$135,000

Account Number: 580-5780-911-00

Funds Available: \$220,000

Account Name: Airport Fund Balance

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Resolution 2024-31.

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-31 Airport Improvements Fencing, 2514LHART_Fencing Project Scope, Airport Boundary, Wildlife Fencing Image

RESOLUTION 2024-31

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR WILDLIFE FENCING IMPROVEMENTS AT THE LOCKHART MUNICIPAL AIRPORT

WHEREAS, the City of Lockhart, Texas intends to make certain improvements to the Lockhart Municipal Airport; and

WHEREAS, the general description of the project is described as: Design and Construction of Wildlife Fencing; and

WHEREAS, the City of Lockhart intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$1,350,000.00, and the City of Lockhart will be responsible for 10% of the total project costs currently estimated to be \$135,000.00; and

WHEREAS, the City of Lockhart names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the CITY OF LOCKHART, TEXAS hereby directs the City Manager to execute on behalf of the City of Lockhart, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Lockhart Municipal Airport.

Approved this the 19th day of November, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

Requested Capital Improvement Program

Fiscal Year(s): 2027, 2025

Lockhart Municipal

Project Description	National Priority	State score	Total	FED Entitlement	FED Discretionary	FED State Apportionment	FED Miscellaneous	State	Local
FY 2025 PROJECTS									
(Design) Wildlife Fencing Improvements (IIJA)	35.00	N/A	\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
TOTAL FY 2025 PROJECTS			\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
FY 2027 PROJECTS									
(Construct) Wildlife Fencing (IIJA) (NPE)	29.00	N/A	\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2027 PROJECTS			\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2025 PROJECTS			\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
TOTAL FY 2027 PROJECTS			\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2027, 2025 PROJECTS			\$1,350,000.00	\$720,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$135,000.00

Lockhart Municipal Airport

Area to receive Wildlife Fencing





City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-33 amending TexPool Authorized Representatives, effective November 19, 2024.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: TexPool requires a Council resolution to change personnel authorized to transact business with TexPool Participant Services. This resolution will add the Staff Accountant as an authorized representative as of November 19, 2024. All other representatives remain unchanged from their prior authorization.

TexPool is one of the three investment pools utilized by the City. The maintenance and safekeeping of this account is vital as it is a high interest-earning account that is also used to make large monthly disbursements. Periodically updating authorized representatives ensures the City maintains proper internal controls and safekeeping of public funds.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests a motion and approval "to accept Resolution 2024-33 Amending TexPool Authorized Representatives".

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-33 - Amending TexPool Authorized Representatives



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

City of Lockhart

7 7 2 2 3

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Keeli Michna Finance Director

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 kmichna@lockhart-tx.org

Phone Fax Email

Keeli Michna

Signature
2. Robert Eggimann Controller

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 reggimann@lockhart-tx.org

Phone Fax Email

Robert Eggimann

Signature
3. Brayden Boone Staff Accountant

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 bboone@lockhart-tx.org

Phone Fax Email

Brayden Boone

Signature

Resolution 2024-33

1. Resolution (continued)

4. Steven Lewis City Manager
Name Title
5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 slewis@lockhart-tx.org
Phone Fax Email
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Keeli Michna
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

JOSEPH RESENDEZ ASSISTANT CITY MANAGER
Name Title
7 3 7 3 5 7 9 5 9 9 jresendez@lockhart-tx.org
Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of 2024.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Lew White
Name of Participant*

SIGNED

Signature*
Lew White
Printed Name*
Mayor
Title*

ATTEST

Signature*
Julie Bowermon
Printed Name*
City Secretary/HR Director
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstdsystems.com

Fax: 866-839-3291

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss the designation of the City of Lockhart's available American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez, Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On April 5th, 2022, Council approved Resolution 2022-20 authorizing the approval of the City of Lockhart's spending plan for American Rescue Plan Act of 2021 Relief Funds associated with the implementation of the American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation.

The City received \$3,508,879 of ARPA funds. As of the most recent FYE 2023 financial audit, the City has \$1,467,231 of ARPA funds remaining to obligate towards future projects. Staff are currently working to further refine the remaining ARPA balance with expenditures incurred in FYE 2024.

In accordance with the Council-approved spending plan, major projects completed to date that utilized ARPA funds include the following:

- Engineering and construction of improvements at the water treatment plant, including the replacement of High Service Pumps and new installation of two generators (\$1,049,130).
- Revenue replacement in the water fund due to a utility disconnect moratorium to provide relief to utility customers (\$750,000).
- Public Works heavy machinery and equipment (\$104,376).
- Water meter replacement (\$67,119).

Under the SLFRF program, recipients must obligate all award funds by December 31, 2024, and expend all funds by December 31, 2026. Recommended projects to obligate remaining funds include the following (estimated costs):

- Library exterior and interior painting/floors (\$100,000)
- Animal Shelter rehabilitation/improvements (\$650,000 - construction costs only with expanded project scope)
- Fleet replacement (\$700,000 or up to remaining balance of ARPA funds)

Currently, these projects are proposed to use General Fund fund balance. Obligating ARPA funds for these projects will provide for alternate uses of General Fund fund balance for other projects. Consideration of recommended ARPA projects include those that have a complete or

City of Lockhart, Texas

Council Agenda Item Cover Sheet

near-complete design and are ready for formal procurement of construction bids or readily procured through a purchasing cooperative.

Staff requests direction from Council regarding the allocation of remaining ARPA funds. Staff will return to Council at a future meeting to formally obligate remaining funding.

History

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA), which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis. The SLFRF provides funding to meet local needs, including COVID-19 response, replacing public sector revenue loss, premium pay for essential workers, improving facilities to ensure health and safety, increase usage of outdoor spaces, as well as investing in public infrastructure and broadband. Of the \$350 billion economic stimulus bill, the City of Lockhart received a total of \$3,508,879 in direct one-time funding.

Expenditure categories under the US Treasury's Final Rule on April 1, 2022:

1. Public health
2. Negative economic impact
3. Services to disproportionately impacted communities
4. Premium pay
5. Infrastructure
6. Revenue replacement
7. Administrative

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: R-2022-20 - ARPA Spending Plan

RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE APPROVAL OF THE CITY OF LOCKHART'S SPENDING PLAN FOR AMERICAN RESCUE PLAN ACT OF 2021 RELIEF FUNDS ASSOCIATED WITH THE IMPLEMENTATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL AND STATE FISCAL RECOVERY FUNDS (SLFRF) ALLOCATION.

WHEREAS, the City of Lockhart, Texas desires to develop a transparent and viable program to ensure funding and program identification are clearly discussed and presented that will allow the city to recovery and respond to the COVID-19 Pandemic; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of City of Lockhart to approve the Spending Plan for American Rescue Plan Act of 2021 Relief Funds to utilize and implement ARPA-SLFRF funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lockhart, Texas, that:

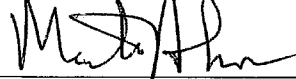
The City Council of the City of Lockhart, Texas hereby adopts the City of Lockhart Spending Plan for American Rescue Plan Act of 2021 Relief Funds (Exhibit A).

PASSED AND APPROVED on this 5th day of April 2022.

CITY OF LOCKHART, TEXAS

By: 
Lew White, Mayor

APPROVED AS TO FORM:


Monte Akers, City Attorney

ATTEST: 
Connie Constancio, City Secretary

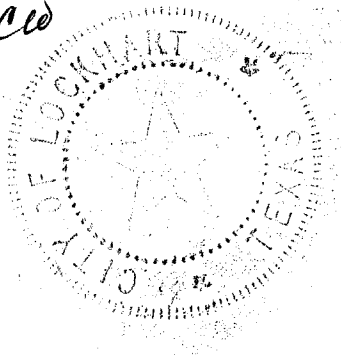




EXHIBIT "A"

SPENDING PLAN FOR AMERICAN RESCUE PLAN ACT OF 2021 RELIEF FUNDS

SUMMARY

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA), which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis. The SLFRF provides funding to meet local needs, including COVID-19 response, replacing public sector revenue loss, premium pay for essential workers, improving facilities to ensure health and safety, increase usage of outdoor spaces, as well as investing in public infrastructure and broadband. Of the \$350 billion economic stimulus bill, the City of Lockhart will receive a total of \$3,501,959.00 in direct one-time funding.

Expenditure categories under the US Treasury's Final Rule on April 1, 2022:

1. Public health
2. Negative economic impact
3. Services to disproportionately impacted communities
4. Premium pay
5. Infrastructure
6. Revenue replacement
7. Administrative

On September 7, 2021, the City Council approved the FY 2021-2022 City of Lockhart Budget which included the appropriations for capital expenditures in the Water Fund (\$1,193,000.00) with ARPA/SLFRF funds. This capital expenditure falls under **Final Rule 5**.

Between the close of the CARES fund and the opening of the ARPA fund, the City of Lockhart has continued to expend funds for personal protective equipment and medical supplies associated with COVID-19 (\$300,000). This expenditure falls under the **Final Rule 1**.

In 2021, the City Council provided financial relief to its utility customers by removing late fees, penalties, and placing a moratorium on disconnections for six months. At the end of the deferral period, utility customers were allowed to set up payment plans for any outstanding balances leading to a revenue loss for the electric and water funds. Due to the Final Rule, the City of Lockhart will be able to replace the lost revenue with ARPA funds up to a standard deduction of \$10 million. The use of these funds can be used for any governmental service provided by the City (\$2,008,959). This expenditure falls under **Final Rule 6**.

LOCKHART AMERICAN RESCUE PLAN SUMMARY**FY 2021-22 FY 2022-23 (4)****1 PUBLIC HEALTH**

1.5 Personal Protective Equipment	\$250,000 (1)
1.6 Medical Expenses	25,000 (1)
1.8 Other COVID-19 related expenses	25,000 (1)

2 NEGATIVE ECONOMIC IMPACTS**3 SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES****4 PREMIUM PAY****5 INFRASTRUCTURE**

5.11 Drinking water: transmission & distribution	443,000 (2)
5.13 Drinking water: source	400,000 (2)
5.14 Drinking water: storage	
5.15 Drinking water: other infrastructure	350,000 (2)

6 REVENUE REPLACEMENT

6.1 Provision of government services	1,000,000	\$1,008,959 (3)
--------------------------------------	-----------	-----------------

7 ADMINISTRATIVE

\$2,493,000 \$1,008,959

NOTES:

- (1) Expenses in this category consists of supplies such as PPE's, antibacterials, & gloves.
- (2) 300 & 1000 amp generators for water treatment plant; install and replace 8" water mains at W. Live Oak, N. Blanco, and Bois D'Arc - approved budgeted items FYE 2022
- (3) Revenue loss in Water Fund - \$750,000; remaining funds (\$1,258,959) can be used for any government services such as street improvements, parks and recreation, capital purchases, building improvements, and other similar expenses.
Revenue loss expenses CANNOT include payments to debt service, pension plans, or "rainy day" funds.
- (4) FY 22-23 is just used as a reference in case the total amount of funding is not used in the current fiscal year (21-22). Expenses can be carried over through FYE 2026.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss rescheduling City Council meetings in 2025 due to conflicts with a city holiday or event.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Annually reviewing council meeting dates for conflicts is important to provide Development Services with an accurate Council meeting schedule when publishing public notice information about public hearings, such as zoning change applications.

Attached is a calendar that reflects the meeting conflicts in 2025 as listed below:

Tuesday:

- November 4, 2025 - Election Day

The 2025 TML Annual Conference will be held on October 29 - 31 in Fort Worth.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: 2025 Council meeting calendar

X = HOLIDAYS

○ = COUNCIL MEETINGS

□ = TML ANNUAL CONF

2025

⊗ = COUNCIL MEETING CONFLICT

- NOV 4th = ELECTION DAY

January

S	M	T	W	T	F	S
			X	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	X	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	X	26	27	28	29	30
				31		

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	X	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	X	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

TML CONF OCT 29-31
IN FORT WORTH

NOV 4 = ELECTION DAY

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discuss request from Councilmember Lairsen to review the City of Lockhart's Purchasing Policy regarding bids, proposals, and contracts.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Lairsen

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Government Finance Officers Association (GFOA) provides guidance on industry best practices to include adopting financial policies to institutionalize good financial management practices, clarify strategic intent for financial management, and manage risks to financial condition. Specifically, GFOA recommends formal adoption of a procurement policy. Council approved Resolution 2020-16 on June 16th, 2020, formally adopting an expanded Purchasing Policy for the City of Lockhart.

The City's current policy provides for the following Purchasing Goals:

- Ensure compliance with Federal, State, and local purchasing laws.
- Establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings.
- Procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed.

Further, the adopted policy also includes specific guidance on competitive bidding requirements, exemptions from competitive bidding, and procedures for bids, proposals, and contracts.

The City of Lockhart competitively bids for the procurement of the following goods and services, among others:

- Bulk fuel for City vehicles and equipment.
- Property abatement for code compliance.
- Annual street resurfacing projects.
- Major sidewalk replacements.

Recent formal competitive procurements also include:

- San Jacinto Elevated Storage Tank (EST) Repainting.
- CDBG Water Meter Replacement.
- Construction-Manager-at-Risk (CMAR) for Fire Station No. 1 Remodel.
- Public Improvement District (PID) Administration Consultant Services.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Bank Depository Services.
- Downtown Revitalization Project.
- Engineering Design Services for GLO Waterline Replacement Project.
- Grant Administration Services for GLO Waterline Replacement Project.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2020-16 - Purchasing Policy

RESOLUTION NO. 2020-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS APPROVING A PURCHASING POLICY FOR THE
CITY AND DECLARING AN EFFECTIVE DATE**

WHEREAS, it is the desire of the City Council of the City of Lockhart to provide the best products and service possible to all City departments, procure the highest quality products at the lowest possible price, and to ensure an atmosphere of equality to all vendors without undue influence or pressure; and

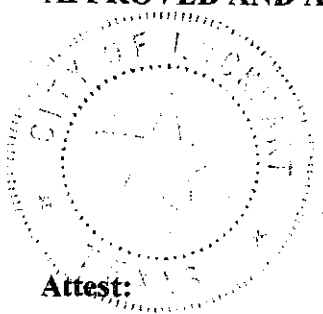
WHEREAS, the City should establish, maintain, and adhere to a purchasing policy that will ensure compliance with Federal, State, and local purchasing laws, establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings, and which will procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed;

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 "City of Lockhart Purchasing Policy," which is attached hereto as Exhibit "A," is hereby approved as the official purchasing and procurement policy for the City.
3. This Resolution shall be effective from the date of its adoption.

APPROVED AND ADOPTED ON THIS THE 16TH DAY OF JUNE, 2020.

CITY OF LOCKHART



Attest:


Connie Constancio, City Secretary


Lew White, Mayor

Approved as to form:

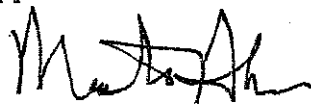

Monte Akers, City Attorney

EXHIBIT "A"

City of Lockhart Purchasing Policy

I. Introduction

This is the Purchasing Policy for the City of Lockhart, Texas ("City"). Texas law is the primary authority for purchasing procedures, and therefore, portions of this manual use language taken directly from state statutes. At other times, the manual paraphrases and generalizes state law in an effort to assist in the understanding and application of purchasing requirements. This manual does not address every purchasing situation. Should a City employee have any questions or when an unusual situation occurs, please consult the City's Finance department. This program shall supersede and replace the policy adopted/reissued on October 23, 2012.

A. Purchasing Goals

1. Ensure compliance with Federal, State, and local purchasing laws
2. Establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings
3. Procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed

B. General Purchasing Goals

1. **Purchasing Authorization:** The City Manager, pursuant to the City Council's approval of this manual, has delegated purchasing authority and responsibilities with respect to the purchasing of goods and services to certain City positions including members of the Finance Department, as well as Department Directors and their designees. City Council authorizes the City Manager to sign contracts that are below thresholds for which explicit City Council approval is required.
2. **Public Funds Agreements:** In addition, the City Council authorizes the City Manager to enter into agreements to grant public funds to various organizations as appropriated by the budget. Such grants include proceeds from Hotel Occupancy Tax and funding related to community support.

See table on the following page for general purchasing guidelines.

The following table provides general guidelines for purchases and the required quote/bids.

CITY OF LOCKHART APPROVAL REQUIREMENTS			
Total Amount of Request	Type of Bid/Quotes Required	Responsible for Bids/Quotes	Approvals Required
More than \$50,000	Competitive bids/proposals awarded by act of City Council.	Department or Project Manager with the assistance from Finance as necessary	City Council & City Manager
\$10,000 to \$49,999.99	Three written quotes based on like products; attach quotes to purchase order. Department Director to verify budgeted resources are available.	Department or Project Manager with the assistance from Finance as necessary	City Manager & Department Director
\$2,500 to \$9,999.99	Three written quotes based on like products; attach quotes to purchase order. Department Director to verify budgeted resources are available.	Department with assistance from Finance as necessary	Finance Director
Up to \$2,499.99	Efforts made to obtain the best value for the City. Department Director to verify budgeted resources are available.	Department with assistance from Finance as necessary	Department Director

All bids/quotes should include the total cost of acquiring the goods, including all vendor charges including shipping, delivery, assembly, installation, etc.

All requisitions related to a Capital Improvement Project require Finance approval.

The City Manager may approve contracts or purchases up to \$50,000 without prior Council Approval. For purchasing compliance consideration, in general the amount is determined by the total amount of each invoice or total contract.

II. Purchasing Considerations

A. Tax Exempt Status

The City is exempt from federal, state, and local taxes in most cases. An exemption certificate is available from the Finance Department to provide to City's vendors or contractors.

B. Historically Underutilized Business (HUB)

Section 252.01215 of the Texas Local Government Code (TLGC) requires Texas cities to contact at least two (2) historically underutilized businesses (HUB) on a rotating basis when making any expenditure of more than \$3,000 but less than \$50,000. A HUB vendor list may be obtained at:

www.window.state.tx/procurement

If the list fails to identify a disadvantaged business in Caldwell County, the City is not required to follow this requirement.

III. Competitive Bidding

A. Legal Requirements

According to City of Lockhart Charter, Article 9, Section 9.27; and pursuant to Local Government Code, Chapter 252, Subchapter B, before the City may enter into a contract the requires an expenditure greater than \$50,000, it must:

1. Comply with the procedure established by state law for competitive sealed bidding or competitive sealed proposals;
2. Use the reverse auction procedure as defined by Section 2155.062(d) of the Government Code for purchasing; or
3. Comply with a method described by Chapter 2269 (Contracting and Delivery Procedures for Construction Projects) of the Government Code.

IV. Alternative Delivery Methods

The City may use the best-value competitive bidding process, competitive sealed proposal method, construction manager-agent method, construction manager-at-risk method, design-build method, and the job order contract method for public procurement in place of the standard competitive bidding method that is also allowed under Chapter 2269 of the Government Code or Chapters 252 and 271 of the TLGC. The City may use any of the alternative delivery methods for any project involving an improvement to real property.

V. Exemptions

Section 252.022(a) and Chapter 271 of the TLGC provide the following exemptions from competitive bidding:

- A. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City.

- B. A procurement necessary to preserve or protect the public health or safety of the City's residents.
- C. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- D. A procurement for personal, professional, or planning services.
- E. A procurement for work that is performed and paid for by the day as the work progresses.
- F. A purchase of land or a right-of-way.
- G. A procurement of items that are available from only one source, including:
 - 1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
 - 2. Films, manuscripts, or books.
 - 3. Gas, water, and other utility services.
 - 4. Captive replacement parts or components for equipment.
 - 5. Books, papers, and other library materials for public library that are available from the persons holding exclusive distribution rights to the materials.
 - 6. Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- H. A purchase of rare books, paper, and other library materials for a public library.
- I. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from improvements.
- J. Personal property sold:
 - 1. at an auction by a state licensed auctioneer;
 - 2. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - 3. by a political subdivision of this state, an agency of this state, or an entity of the federal government; or
 - 4. under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.
- K. Services performed by blind or severely disabled persons.
- L. Goods purchased by a municipality for subsequent retail sale by the municipality.
- M. Electricity.
- N. Advertising, other than legal notices.

- O. Purchases made through an existing state contract (Chapter 271, Subchapter D), cooperative purchasing program (Chapter 274, Subchapter F), or inter-local cooperation (Inter-local Cooperation Act).
- P. Purchases for the Lockhart Electric Utility from a provider of electric power in the State that are exempt under Sec. 252.022(c) and City of Lockhart Resolution No. 2020-17.

VI. Bids, Proposals, and Contracts

Only City Council has the authority to approve and award bids, proposals, and contracts that exceed \$50,000. State law (§252.021, TLGC) provides that purchases estimated at greater than \$50,000 require advertising which requests sealed bids or proposals. The Department Director or Project Manager is responsible for advertisement and distribution of the requests for bids or proposals. City Council is responsible for selecting and approving the bid or proposal, in accordance with state law. Criminal penalties may apply to those who fail to comply with competitive bidding requirements.

A. Competitive Sealed Bid and Competitive Proposal Processes

1. The Department Director will prepare bid specifications, bidder mailing lists, advertising dates and schedule the bid opening date, time, and location. Where appropriate, the City will utilize website notices for national advertising.
2. The City must publish a notice indicating the time and place at which the bids or proposals will be publicly opened and read aloud. The notice must be published at least once a week for two consecutive weeks. The first publication must appear before the 14th day before the date that the bids or proposals are publicly opened and read aloud. The notice must be placed in the City's official newspaper.
3. The City Secretary or his/her designee will receive bids and maintain them in a secure file until the date of the bid opening. At the time of the bid opening, the City Secretary will present all bids to the Department Director for opening, review, and analysis. The City will reject as non-responsive any bid or proposal which is received after the due date and time. The time stamp in the City Secretary's Office will be the official time.
4. The Department Director will conduct the bid opening and read the bids aloud at the designated time and place. Bid openings are open to the public.
5. Pursuant to state law, the City must award bids on the basis of the lowest responsible bidder or the bid that provides the best value. As for "best value", the City, pursuant to law, may consider:
 - A. price
 - B. reputation of the bidder, including any safety record or financial capability
 - C. reputation of the bidder's good or services, including personnel
 - D. extent to which the goods or services meet the needs of the City
 - E. bidder's past relationship with the City

- F. impact to the City's ability to comply with HUB requirements
 - G. total longer-term cost to the City of acquiring goods or services
 - H. any other relevant criteria that the City listed in specifications (§252.043, TLGC)
6. After reviewing the bids, the Department or Project Manager will prepare an agenda bill with staff recommendation for Council approval and award.
 7. The City has the option to reject any or all bids, even if the only one bid is received. (§252.043(f), 271.027(a), TLGC)
 8. For competitive sealed proposals, the city selects the offeror that offers the best value based on the published selection criteria and on its ranking evaluation. The city first attempts to negotiate a contract with the selected offeror. The city and its engineer, architect or designated staff may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the city is unable to negotiate a contract with the selected offeror, the city must, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. (§ 271.116(f)).

B. General Contract Requirements

1. Bids with Residents vs. Non-Residents

- A. If two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the City and the other bidder or bidders being non-residents, the City must select the resident bidder or reject all bids. (§271.901, TLGC)
- B. For contracts less than \$100,000, if the City receives one or more competitive bids or quotations from a bidder whose principal place of business is in the City and whose bid is within five percent of the lowest bid price received by the City from a bidder who is not a resident of the City, the City may enter into a contract with the lowest bidder or the bidder whose principal place of business is in the City if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City and increased tax revenues to the City. (§271.9051, TLGC)

2. Bonding for Public Works Projects

State law requires contractors to submit bonds to the City for bids, payment, and performance of contracts on certain public works projects. State law establishes standards for when the bonds are required and the amount of the bond. A corporate surety duly authorized and admitted to do business in the State of Texas must issue the bonds. Although the term "public work" is not defined by statute, it is generally understood to mean the construction, repair, or renovation of a structure, road,

highway, utilities, or other improvement or addition to real property. Bonds are required in the following amounts:

- A. Bid Bond: A bid bond, in the amount of 10 percent of the proposed contract price, is required where a contract is in excess of \$100,000.
- B. Performance Bond: A performance bond, in the total amount of the contract, is required if the contract is in excess of \$100,000.
- C. Payment Bond: A payment bond is required if the contract is in excess of \$50,000, in the total amount of the contract. The bond is intended solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in the contract.
- D. Maintenance Bond: In addition to the above statutorily required bonds, the City will require a Maintenance Bond for all public works projects for a minimum time period of one (1) year. (Chapter 2253, TX. Gov't Code)

3. Bonds for Non-Public Works Projects

Based upon good business practices, whenever the City enters into a contract for purchases of a product system, or service in which the system or service will be of little value to the City until it is complete, the City may require performance and payment bonds.

4. Change Orders

Section 252.048 of the TLGC allows change orders as long as the contract price is not increased by more than 25 percent and the change order is not being used to purchase new products or to create an entirely new project. Pursuant to this section, the City Manager has authority to approve such change orders that are less than \$50,000. Change orders over \$50,000 are subject to City Council approval.

5. Insurance Requirements

Where the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the contract should include indemnity and hold harmless provisions that appropriately transfer the project risks from the City to the contractor. Because the contractor may or may not have the financial resources to account for the risks, the City requires the contractor to purchase and maintain valid insurance to help ensure the financial security required by the City. The insurance types and amounts are as follows:

- A. Workers Compensation: Workers Compensation covering all employees per the state statutory requirement is required on all contracts.
- B. Liability Insurance: The following insurance is required on all contracts over \$50,000:
 - 1. Employer's Liability of \$100,000;
 - 2. Comprehensive General Liability and Bodily Injury & Property Damage \$1,000,000 (per occurrence and aggregate); and

3. Business Automobile Liability covering owned vehicles, rented and non-owned vehicles, and employee non ownership Bodily Injury Property Damage \$1,000,000 (per occurrence and aggregate).
- C. Reasonable Coverage: Although insurance coverage is not required for every project, and limits will vary by exposure, understanding insurance is important to assure that all of the City's potential liabilities and exposures from a project are properly and reasonably protected. Where questions arise about the types of insurance or amounts, the Department should contact the City's insurance provider, Texas Municipal League Intergovernmental Risk Pool.

6. Boycotting Israel

House Bill 793 provides that contracts for goods and services must have written verification from the company that it:

- A. Does not boycott Israel / will not boycott Israel during the term of the contract by providing that:
 1. The company does not include a sole proprietorship; and,
 2. The law applies only to a contract that:
 - a. Is between a governmental entity and a company with more than 10 full-time employees, and;
 - b. Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity

C. Additional Exemption Information

1. Professional Services

- A. Section 252.022 of the TLGC specifically exempts contracts for professional services from the competitive bidding requirements. The Professional Services Procurement Act states that a City may not use traditional competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, or state certified real estate appraisers. If the professional services desired by the City do not fall under the Professional Services Procurement Act, state law permits the services to be obtained with or without the use of competitive bidding, as the City desires.
- B. Fees must be fair and reasonable, consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by state law.
- C. The Professional Services Procurement Act specifies that when obtaining architectural, engineering, or land surveying services, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with that provider at a fair and reasonable price. Determination of qualifications may be determined by issuance of a Request for Qualifications ("RFQ") unless the City

has other reliable, documentary proof of such qualifications of a provider. If an RFQ is not utilized, the City should preserve the documentary proof of qualifications with the files for the project.

- D. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City must formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into.
- E. The Professional Services Procurement Act does not specify the exact process by which a City may procure accounting, medical, optometrist, interior design, or real estate appraisal services. The law merely prohibits obtaining these services through competitive bidding and requires that such services be selected on the basis of demonstrated competence and qualifications.

2. Emergency Purchases

- A. Emergency purchases occur when a situation arises that is unforeseen and must be remedied immediately. Pursuant to state law, emergency purchases are exempt from the bidding process. An emergency is described as follows:
 - 1. Acts of God (e.g., flood damage, tornado)
 - 2. Machinery that is critical to the operation of the City and rendered out of service
 - 3. To preserve or protect the health and safety of the municipalities of residents
 - 4. Procurement necessary because of unforeseen damage to public machinery, equipment, or other property (§252.022(a) (1-3) TLGC)
- B. Where an emergency exists and a purchase estimated over \$5,000.00 is required, the following procedure will be used:
 - 1. The Department should notify Finance of the purchase and attach an approved payment authorization form signed by the Department Director and the Finance Director.
 - 2. If the emergency purchase causes a department to exceed their annual budget, the Department Director will work with the Finance Department, City Manager and, if necessary, City Council, to secure funding needed for the purchase.

3. Sole Source Purchase

According to Section 252.022 TLGC, competitive bidding requirements do not apply to items that are available from only one source due to patents, copyrights, secret processes, or natural monopolies. Items such as captive replacement parts or components may be considered as sole source items.

- A. Sole source purchases greater than \$5,000; The Department must contact the vendor or manufacturer for verification and justification as to why the procurement is sole source. Documentation must be written on the purchase order.
- B. Sole source purchases greater than \$50,000. Sole source purchases greater than \$50,000 must be reviewed by the City Manager and approved by City Council. Documentation must be written on the purchase order.
- C. Expiration. Sole source documentation is valid for two years.

4. Insurance

Cities must seek competitive bids or proposals when purchasing insurance that will cost more than \$50,000. Chapter 252 of the TLGC does not specifically address the need to use a competitive bidding or proposals if a City's liability coverage is gained through participation in a group risk pool. Under state law, the coverage provided by risk pools is not considered to be insurance or subject to the traditional requirements applicable to insurance policies. Therefore, most risk pools take the position that statutory procurement requirements do not apply. (§252.021, TLGC)

VII. Other Purchasing Arrangements

A. Warranties and Service Agreements

A Department should include any requirement for warranties or service agreements in the purchase specifications documents. It is the responsibility of each Department to maintain and actively monitor their department's agreements, schedule service calls under the agreements, and renew agreements, as necessary.

B. Simple Leases (auto, office equipment, etc.)

Competitive bidding or proposal requirements apply to any lease of personal property that will require an expenditure of more than \$50,000 in City funds, unless the expenditure is covered by a specific statutory exception that would relieve the City from the duty to bid or seek proposals on the item. For example, if the lease were for an item that was necessary to preserve or protect the public health or safety of the City's residents, the City would not be under a duty to use competitive bidding or proposals for its acquisition.

C. Lease Purchase Agreements

Normal statutory procurement requirements generally apply to these lease purchase agreements. That is, a lease purchase agreement for personal property shall be competitively procured unless the type of item purchased is covered by a specific exception to the statutory procurement requirements. Competitive bidding requirements do not apply to the lease of real property.

VIII. Purchasing Methods

A. Purchase Requisition

Most purchases are made by purchase orders, charge accounts, or by a City purchasing card. All invoices should be coded by the department and have the Department Director's initials. Accounts Payable must have a W-9 on file for all vendors in order to make payment. Accounts Payable processes payments for approved invoices and purchase orders weekly.

B. Purchasing Card

1. Overview: The City issues and authorizes the use of Purchasing Cards (P-card) to efficiently purchase goods or services needed for City business that require immediate payment. The P-card is designed to delegate the authority and capability to purchase limited items directly to an authorized employee. A P-card will enable authorized employees to purchase non-restricted goods directly from vendors in instances where a purchase order is not accepted or a charge account is not set up.
2. Responsibilities:
 - (a) A P-card will only be issued to City employees approved by the Finance Director and City Manager.
 - (b) An employee authorized to use a P-card must sign a Purchasing Card Cardholder Agreement prior to being issued a P-card. The employee is responsible for not only protecting the card but is also responsible and accountable for all purchases made using the P-card. The employee will assume responsibility that all purchases made with the P-card adhere to this policy and will ensure that no unauthorized purchases are made. The City will consider unauthorized purchases to be misappropriation of City funds that violates City policy and potentially state law. The employee authorized to use the P-card and the Department Director are responsible for the integrity and accuracy of P-card purchases and as such, are responsible for receipts for all P-card purchases and transactions. All purchases processed against a P-card must be made by, or under the immediate direction of, the employee to whom the card is issued. P-card receipts must specify all purchased items. Receipts that show only a total amount without any itemized details are unacceptable. The employee must inform the merchant of the City's tax-exempt status. The City may hold the employee personally responsible for items purchased without the supporting documentation.
 - (c) The Finance Department will return incomplete receipts to the P-card holder and the Department Director who will then be responsible for obtaining a detailed receipt or attaching a signed statement.
 - (d) P-card holders who do not retain acceptable receipts for P-Card purchases may have their authority for using the P-card revoked. The Finance Department will notify a Department Director concerning any misuse of a P-card.
 - (e) Finance places spending limits and other restrictions on each P-card issued to an authorized employee depending on the purchasing authority of the cardholder. The Department must maintain receipts for each purchase throughout the month.

(f) Disputed Charges: An authorized employee who is issued a P-card holder is responsible for attempting to resolve any dispute with a vendor. If a resolution is not possible, the employee must immediately notify the Finance Department of the disputed item. Finance will then follow the bank's dispute process.

(g) Termination or Transfer of an Employee: When an employee who has been issued a P-card terminates from City employment or transfers from a Department, the Department Director should notify the Finance Department of the change immediately.

(h) Loss of P-Card: A P-card holder must report a lost P-card immediately but in any event within one business day of discovered loss. The City may hold an employee liable for any losses not covered by the protection plan. The City may also hold an employee responsible for the cost of a replacement card.

C. Petty Cash

A Department may submit a request for petty cash to the Finance Department. The request and disbursement must not exceed \$50. If cash payment is necessary due to unforeseeable circumstances, the Finance Director may approve expenditure over the \$50 limit.

1. Maintaining Petty Cash: Petty cash vouchers, receipts, and cash on hand should equal the total amount authorized for the petty cash fund. The Finance Department will issue a petty cash voucher to a Department at the time money is advanced for an employee to make purchases on the City's behalf. The sales receipt must be attached to the petty cash voucher after the purchase. The petty cash voucher should include the amount and description of the expenditure, the expense account number, and be signed and dated by the Department head. Vouchers may not be used as a substitute for a sales receipt. If a Department maintains a departmental petty cash, the Department shall turn in petty cash vouchers with receipts attached to the Finance Department to exchange for cash in reimbursing the departmental petty cash.
2. Restrictions: Petty cash should not be used for items that should be processed through accounts payable such as training, (with few exceptions), travel, or vendor payments.

IX. Disposal of Surplus Property

All departments shall review their assets and supplies each year and determine whether any items are no longer needed. A department shall submit a list of any surplus, obsolete, or unused supplies, materials, or equipment to the City Manager or his/her designee. Recommended disposal of vehicles or other rolling stock will be subject to the Public Works Director input and recommendation. The sale or disposal of any City property is subject to the guidelines set forth in the City of Lockhart's Surplus Property Disposal Policy approved by Council by Resolution 2019-17. When an asset has been sold, it will be removed from the fixed asset register, after a fixed asset worksheet has been submitted to Finance.

X. Ethics Requirement

The City demands the highest ethical standards of conduct from its employees and from vendors or contractors dealing with the City. City employees engaged in purchasing must comply with the following ethical standards:

- A. **Gratuities:** Certain kinds of conduct such as offering gifts, gratuities, or discounts to City employees to influence their decisions in the purchasing process are expressly prohibited. The City may reject a bid or cancel a contract without liability if it is determined by the City that gratuities were offered or given by a vendor or contractor, or an agent or representative of the vendor or contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract.
- B. **Confidential Information:** It is a violation of City policy for any employee to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- C. **Purchase of materials, equipment, and supplies for personal use:** Employees may only purchase City property for personal use if purchased through the City's normal disposal of surplus property procedures including public or online auction.
- D. **Purchases for personal, private use:** Employees may not use the purchasing power of the City to make purchases for personal, private use.
- E. **Travel, meals, and other expenses paid by vendor or contractor:** Travel costs to a vendor's or contractor's site shall be paid by the vendor or contractor only if the bid or proposal solicitation states that such visits will be at the vendor's or contractor's expense. The City will pay all other travel costs.

XI. State Requirements

City officials and employees must comply with various state laws with respect to purchasing. The following provides a summary and the general requirements of the laws:

- A. **Chapter 171, Texas Local Gov't Code:** Chapter 171 of the Texas Local Government Code regulates a local public official's conflicts of interest. The law defines "local public official" as an elected official, such as a Councilmember, or an appointed official (paid or unpaid) who exercises responsibilities that are more than advisory in nature.
 - 1. The law prohibits a local public official from voting or participating in any matter involving a business entity or real property in which the official has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

2. A local public official who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with City Secretary, stating the nature and extent of the interest.
 3. A local public official is required to abstain from participating in the matter.
 4. A local public official who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and file affidavits of similar interests on the same official matter.
- B. Chapter 176, Texas Local Gov't Code: Chapter 176 of the Texas Local Government Code is a related ethics law.
1. Chapter 176 of the Texas Local Government Code is applicable to the City. The law also applies to a local government corporation, board, commission, district, or authority whose members are appointed by City Council and local government officers. Local government officers include (1) a mayor or City Council member, (2) a director, superintendent, administrator, president or any other person who is designated as the executive officer of the local government entity; and (3) an agent (including an employee) of the local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.
 2. An officer is required to file a conflicts disclosure statement if:
 - a. The officer or officer's family member has an employment or other business relationship with a vendor that results in the officer or officer's family member receiving taxable income of more than \$2,500 in the preceding twelve months.
 - b. The officer or officer's family member accepts one or more gifts from a vendor with an aggregate value of more than \$100 in the preceding 12 months.
 - c. An officer has a family relationship with a vendor.
 3. Anyone meeting this condition or circumstance should consult with the Finance Department and/or the Legal Department with respect to this law.
- C. Chapter 252, Texas Local Government Code: Chapter 252 of Texas Local Government Code contains laws related to competitive bidding.
1. If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, Texas Local Government Code, that person may be convicted of a Class B or C misdemeanor, removed from office or employment and made ineligible to hold office in the state or to be employed by the City for four years after the conviction. This includes a situation in which a person makes or authorizes separate, sequential, or component purchases in an attempt to avoid competitive bidding requirements.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-24-07 by Mirza Tahir Baig on behalf of Buckhorn Holdings LLC and discussion and/or action on Ordinance 2024-34 for a **Zoning Change** from IL Industrial Light District to CHB Commercial Heavy Business District on 2.321 acres located at 1701 and 1705 South Commerce Street, consisting of Lockhart Industrial Park II, Lots 12 and 13, Resubdivision 2.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning change has been filed to allow a planned gas station and convenience store with additional retail space on the subject property. While the fuel station would have been allowed in the current IL zoning district, the additional leasable space for general retail or restaurant use would not have been allowed with the current zoning. The subject is part of the Lockhart Industrial Park II plat, but has been privately owned since the City sold the property in 2008. The proposed land use is not consistent with the Future Land Use Map in the 2020 Comprehensive Plan. However, retail uses are seen as appropriate in the Lockhart Looking Forward Comprehensive Plan, which was adopted since the zoning change application was received. The subject property is vacant, with no significant vegetation other than grass on the site. No flood plain is present on the site.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended approval of the proposed zoning change at its November 13, 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2024-34 changing the zoning from IL Industrial Light to CHB Commercial Heavy Business for 2.321 acres located at 1701 and 1705 South Commerce Street.

LIST OF SUPPORTING DOCUMENTS: ZC-24-07 Ordinance 2024-34, Ord. 2024-34 Exhibit A, ZC2407 case map, ZC2407 aerial, ZC2407 zoning, ZC2407 landuse-thoroughfares, zc-24-07 staff report--Council, zc-24-07 Application

ORDINANCE 2024-34

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS LOCKHART INDUSTRIAL PARK II, LOTS 12 AND 13, RESUBDIVISION 2, LOCATED AT 1701 AND 1705 SOUTH COMMERCE STREET, FROM IL INDUSTRIAL LIGHT DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT.

WHEREAS, on November 13, 2024, the Planning and Zoning Commission held a public hearing and voted to recommend approval of a zoning change to CHB Commercial Heavy Business District; and,

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

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

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

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The above-referenced property described in Zoning Change request ZC-24-07, known as Lockhart Industrial Park II, Lots 12 and 13, Resubdivision 2, and more particularly described in Exhibit A and located at the 1701 and 1705 South Commerce Street, will be reclassified from IL Industrial Light District to CMB Commercial Heavy Business District.

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

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

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

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19TH DAY OF NOVEMBER, 2024

CITY OF LOCKHART

Lew White, Mayor

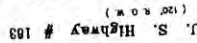
ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

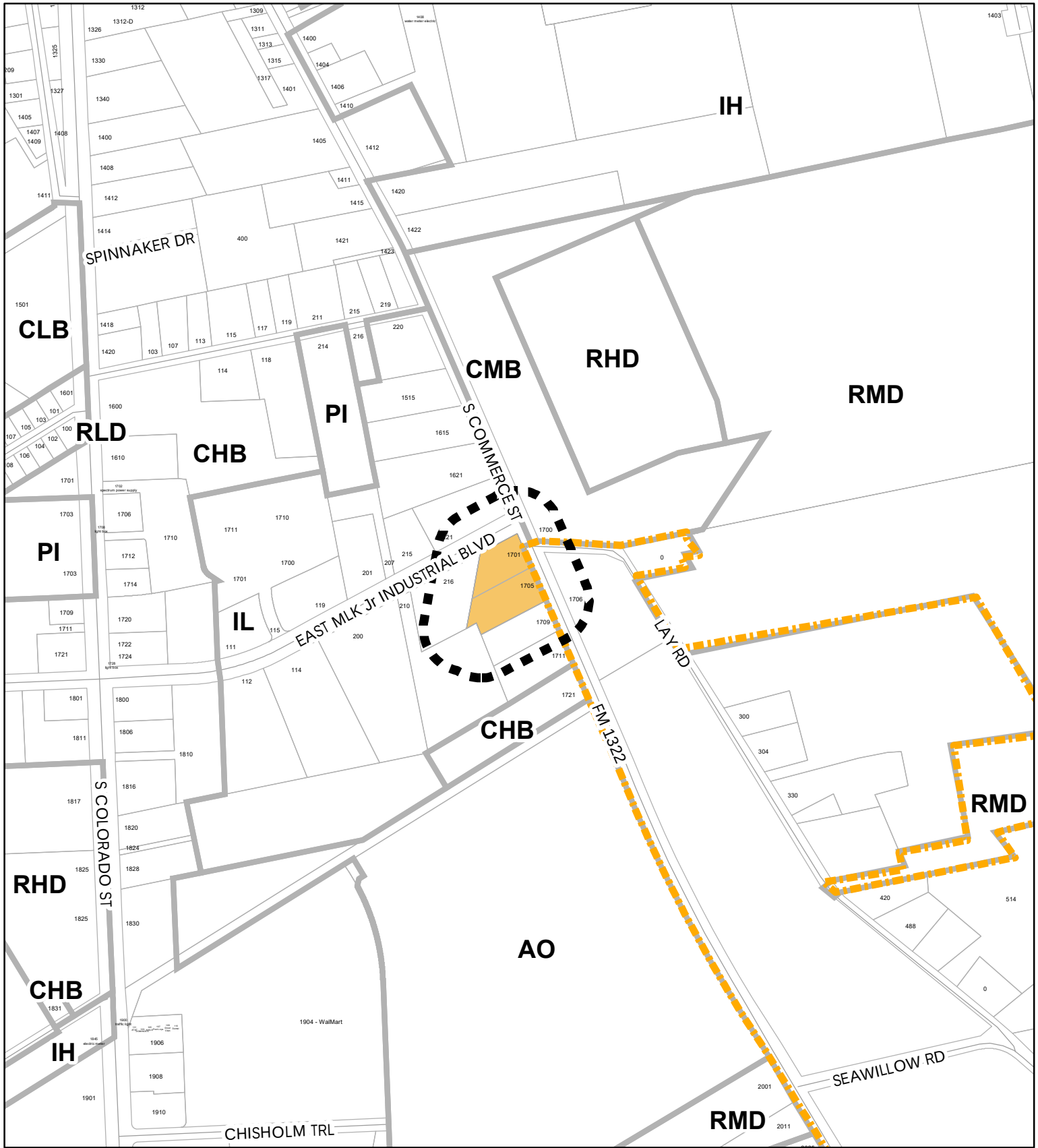
Brad Bullock, City Attorney

—Z—



CURVE	BEARING	DISTANCE	BEARING	DISTANCE
C1	N 34°24' N	56.80'	N 20°30' E	20.20'
	W 72°30' E	20.20'	S 20°30' E	56.80'
	S 72°30' E	56.80'	N 34°24' N	20.20'
C2	N 82°00' E	108.34'	N 20°30' E	20.20'
	S 82°00' E	20.20'	S 20°30' E	108.34'
	N 20°30' E	108.34'	N 82°00' E	20.20'
C3	N 70°00' E	22.00'	N 20°30' E	20.20'
	S 70°00' E	20.20'	S 20°30' E	22.00'
	N 20°30' E	22.00'	N 70°00' E	20.20'
C4	N 82°00' E	20.20'	N 20°30' E	20.20'
	S 82°00' E	20.20'	S 20°30' E	20.20'
	N 20°30' E	20.20'	N 82°00' E	20.20'
C5	N 45°00' E	20.30'	N 20°30' E	20.20'
	S 45°00' E	20.20'	S 20°30' E	20.30'
	N 20°30' E	20.30'	N 45°00' E	20.20'
C6	N 89°00' E	100.70'	N 20°30' E	20.20'
	S 89°00' E	20.20'	S 20°30' E	100.70'
	N 20°30' E	100.70'	N 89°00' E	20.20'
C7	N 17°20' E	100.37'	N 20°30' E	20.20'
	S 17°20' E	20.20'	S 20°30' E	100.37'
	N 20°30' E	100.37'	N 17°20' E	20.20'

[illegible]



ZC-24-07

IL TO CHB

1701 & 1705 S COMMERCE ST

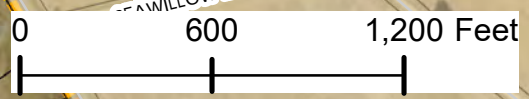


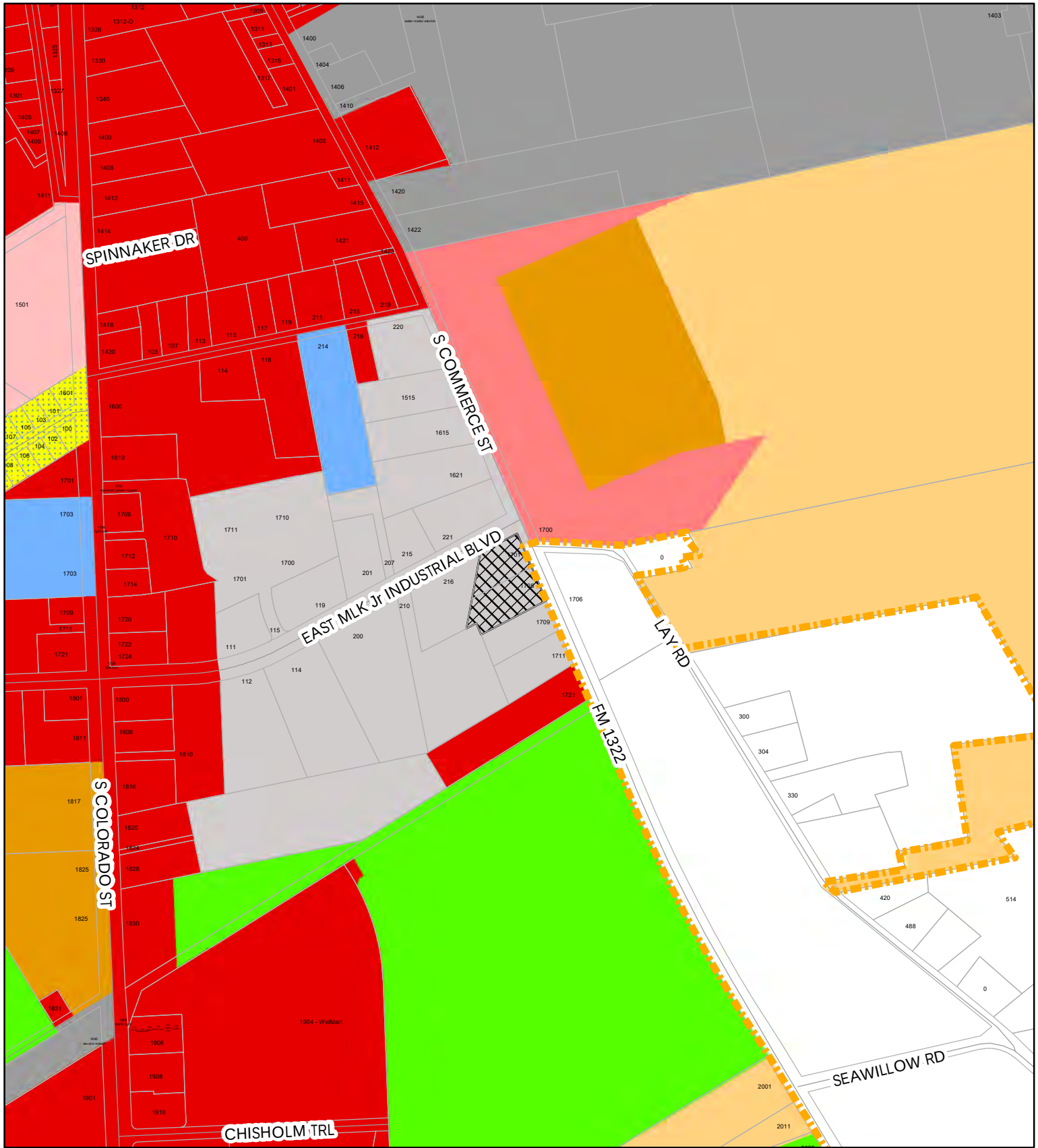
scale 1" = 600'

-  SUBJECT PROPERTY
-  ZONING BOUNDARY
-  CITY LIMITS
-  200 FT BUFFER



LOCKHART ETJ





ZC-24-07

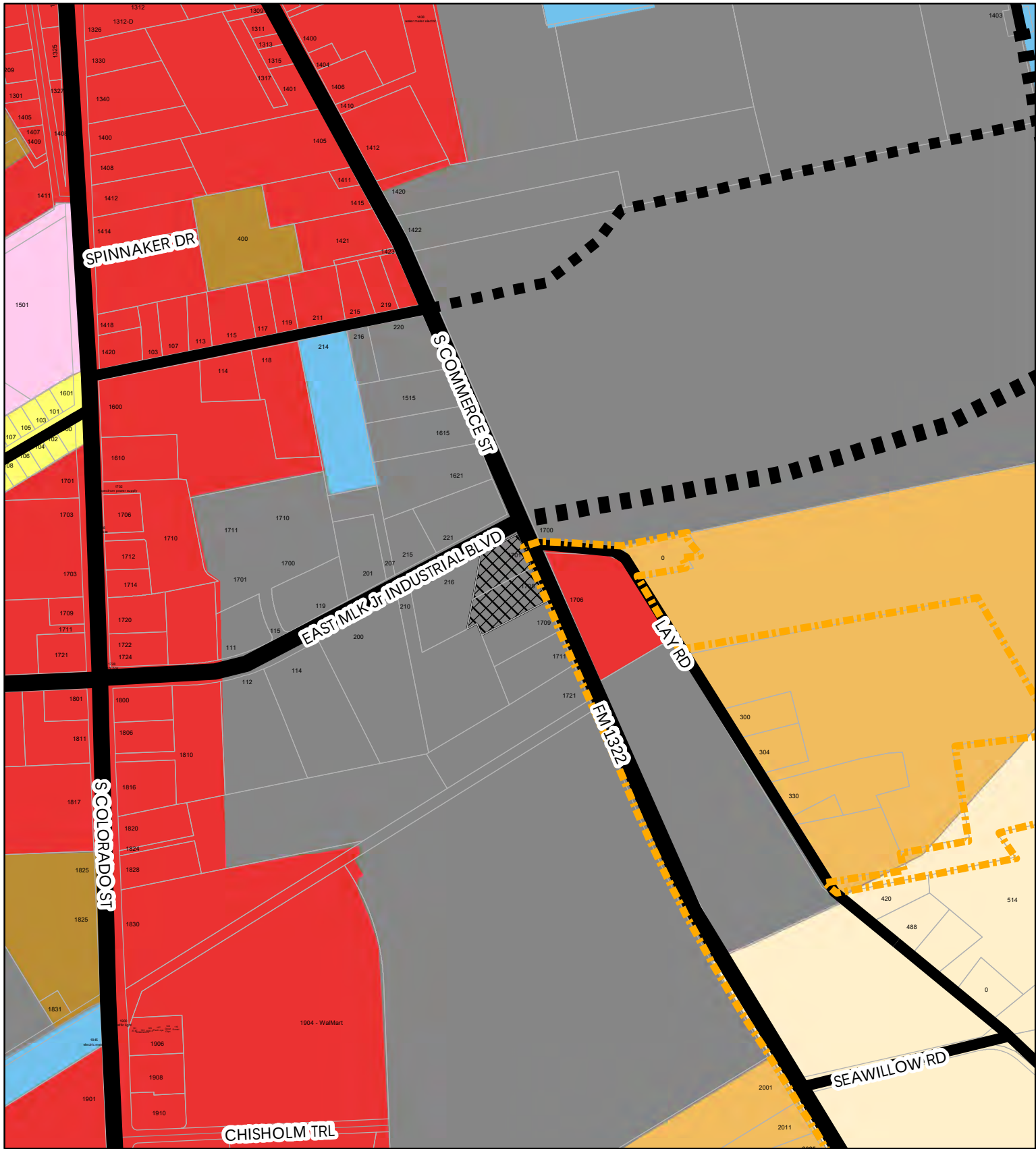
IL TO CHB

1701 & 1705 S COMMERCE ST



scale 1" = 600'

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



FUTURE LANDUSE &
THOROUGHFARES
IL TO CHB
1701 & 1705 S COMMERCE ST



scale 1" = 600'

- | | |
|----------------------|---------------------------------|
| ■ EXISTING COLLECTOR | ■ AGRICULTURE/RURAL DEVELOPMENT |
| ■ EXISTING ARTERIAL | ■ GENERAL-HEAVY COMMERCIAL |
| ■ FUTURE COLLECTOR | ■ INDUSTRY |
| ■ FUTURE ARTERIAL | ■ LIGHT-MEDIUM COMMERCIAL |
| | ■ PUBLIC AND INSTITUTIONAL |
| | ■ RESIDENTIAL, HIGH DENSITY |
| | ■ RESIDENTIAL, LOW DENSITY |
| | ■ RESIDENTIAL, MEDIUM DENSITY |

CASE SUMMARY

STAFF: David Fowler, Planning Director

REPORT DATE: November 14, 2024

PLANNING AND ZONING COMMISSION HEARING DATE: November 13, 2024

CITY COUNCIL HEARING DATE: November 19, 2024

REQUESTED CHANGE: IL to CHB

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-24-07

BACKGROUND DATA

APPLICANT: Mirza Tahir Baig

OWNER: Buckhorn Holdings LLC

SITE LOCATION: 1701 and 1705 South Commerce Street (FM 1322)

LEGAL DESCRIPTION: Lockhart Industrial Park II, Block 2, Lots 12 and 13, Resubdivision 2

SIZE OF PROPERTY: 2.321 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: Industry

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to allow development on 2.321 acres on the southwest corner of East Martin Luther King Industrial Boulevard and South Commerce Street (FM 1322). The proposed rezoning has been submitted because the applicant proposes developing the property with retail uses that are not permitted in the site’s current IL zoning. The site is vacant land with few if any trees and no floodplain present.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Industrial	IL	Industry
East	Vacant land, residential in ETJ	CMB, RHD, ETJ	Industry, General Heavy Commercial, Medium Density Residential
South	Commercial, Vacant land	IL, CHB	Industry
West	Vacant Land	IL	Industry

TRANSITION OF ZONING DISTRICTS: The subject property is located along a part of the MLK and South Commerce corridors that that is mostly zoned Industrial west of South Commerce Street with a mix of Commercial, industrial, agricultural and residential zoning nearby. The area to the east of the site has been the site of two recent zoning changes to residential districts, but these sites have yet to develop.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be from both MLK and South Commerce Street. There are traffic intersection improvements planned at the intersection that are related to upcoming residential and mixed-use developments. There is an 8-inch water main along East MLK as well as a 12-inch line along South Commerce Street. There are 12-inch wastewater lines on both abutting streets that are adequate to serve the property.

POTENTIAL NEIGHBORHOOD IMPACT: The subject property is in a largely undeveloped area of the city where there are no immediate neighbors that would be impacted by the development which would be allowed in the proposed zoning district. Future traffic from the site onto nearby streets would present a minor regional impact. TxDOT may require traffic improvements, depending upon their review of the traffic created by the proposed development.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed CHB zoning classification is not consistent with the industry classifications shown on the future Land Use map in the 2020 Lockhart Comprehensive Plan. However, the Lockhart Looking Forward Comprehensive Plan, which has been adopted since the zoning change application was filed, shows that retail is considered appropriate in the Seawillow district, in which the site is located.

ALTERNATIVE CLASSIFICATIONS: None

RESPONSE TO NOTIFICATION: None to date

STAFF RECOMMENDATION: Approval

CITY OF
Lockhart
TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Mirza Tahir Baig, PSCE

ADDRESS 2205 W Parmer Lane, Ste. 201

DAY-TIME TELEPHONE 512-238-6422

Austin Texas 78727

E-MAIL psce@psceinc.com

OWNER NAME BUCKHORN HOLDINGS LLC

ADDRESS 1701 & 1705 S Commerce Street

DAY-TIME TELEPHONE 512-507-4108

Lockhart, TX 78664

E-MAIL adnouna1@aol.com

PROPERTY

ADDRESS OR GENERAL LOCATION 1701 & 1705 S. Commerce Street, Lockhart, Texas 78644

LEGAL DESCRIPTION (IF PLATTED) LOCKHART INDUSTRIAL PARK II, BLOCK 2, LOT 12,13, RESUB #2, ACRES 0.971, 1.35

SIZE 2.321 ACRE(S) LAND USE PLAN DESIGNATION INDUSTRIAL LIGHT (IL)

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

PROPOSED NEW USE, IF ANY Gas Station, General Retail Sales, Convenience Store

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION "IL"

TO PROPOSED ZONING CLASSIFICATION CHB

REASON FOR REQUEST _____

The proposed development is 8,006.25sf General Retail Building with 4 MPD's (8 fuel pumps) with associated parking lot and on site detention pond. The access to the development shall be provided from FM1322 and E MLK Blvd. The 10'-0" wide sidewalk along the building frontage, and 5'-0" wide sidewalk along the rear and sides of the building. The dumpster is located at the rear side of the building and not visible from the E MLK Blvd.

SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF **\$250**, PLUS **\$150** PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ 598.15 PAYABLE TO THE CITY OF LOCKHART.

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

SIGNATURE Mirza Tahir Baig



DATE 10/11/2024

OFFICE USE ONLY

ACCEPTED BY CBanta

RECEIPT NUMBER 01328043

DATE SUBMITTED 10-11-2024

CASE NUMBER ZC - 24 - 07

DATE NOTICES MAILED 10-28-2024

DATE NOTICE PUBLISHED 10-31-2024

PLANNING AND ZONING COMMISSION MEETING DATE 11-13-2024

PLANNING AND ZONING COMMISSION RECOMMENDATION _____

CITY COUNCIL MEETING DATE _____

DECISION _____

BUCKHORN HOLDINGS LLC

Date: September 12th, 2024

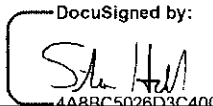
To Whom It May Concern,

We, **Buckhorn Holdings LLC**, the legal owner of the properties located at **1701, 1705, 1709, & 1711 S. Commerce Street, Lockhart, TX 78644**, hereby certify that we own the aforementioned properties.

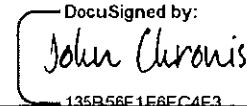
We authorize **Professional StruCIVIL Engineers, Inc. and its assigned representatives** to act on our behalf in submitting applications, documents, and other related materials necessary for **zoning changes, plats, replats, and any other related land use or planning activities** concerning the properties. This authorization grants the applicant the ability to represent us in all relevant discussions and proceedings with municipal, county, or other regulatory authorities.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

X  4A8BC5026D3C400...

Steve Hall
Director / Partner
Buckhorn Holdings LLC
Phone:
Email:

X  135B56F1E8EC4E3...

John Chronis
Director / Partner
Buckhorn Holdings LLC
Phone:
Email:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Approve Resolution 2024-30 accepting a petition for annexation and setting the date for a public hearing regarding the proposed annexation of 84.891 acres in the John A. Neill Survey, A-20 located east of the intersection of FM 1322 and Centrepont Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is the resolution to accept the petition for annexation and schedule the public hearing for 85 acres located east of the intersection of FM 1322 and Centerpoint Road. If the petition is accepted, the hearing will be held on December 17th. As is required by state law, there will be a notification placed in the Lockhart Post-Register and letters sent to affected agencies and utilities between the 10th and 20th days prior to the public hearing.

PROJECT SCHEDULE (if applicable): If the resolution is approved, a public hearing will be held at the December 17, 2024 City Council meeting, at which time the property could be annexed. A zoning request has also been filed for the property, which could be heard following the annexation at the same Council meeting.

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2024-30 accepting the petition for annexation and setting the date of the public hearing.

LIST OF SUPPORTING DOCUMENTS: Sendero Annexation Resolution, Sendero Resolution exhibits A and B, Sendero Annexation Map

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART ACCEPTING A VOLUNTARY PETITION FOR ANNEXATION, ATTACHED HERETO AS EXHIBIT “A”; DECLARING THE INTENT OF THE CITY TO ANNEX INTO THE CITY LIMITS THE PROPERTY DESCRIBED IN EXHIBIT “B”, ATTACHED HERETO; PROVIDING WRITTEN NOTICE TO THE SERVICE PROVIDERS AND OWNERS OF RAILROAD RIGHT-OF-WAY, IF ANY, LOCATED IN SUCH TERRITORY, PROVIDING FOR A PUBLIC HEARING AND DIRECTING THE CITY MANAGER TO PREPARE AND NEGOTIATE A SERVICE PLAN AGREEMENT WITH THE LANDOWNERS PROVIDING FOR FULL MUNICIPAL SERVICES TO THE AREA TO BE ANNEXED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property to be annexed consists of acres as described more fully in Exhibit “B”, and as depicted in same exhibit, attached hereto, in Caldwell County, Texas; and

WHEREAS, the property to be annexed is adjacent to and contiguous to the boundaries of the City; and

WHEREAS, the property to be annexed is within the City’s extraterritorial jurisdiction and the property is not within the extraterritorial jurisdiction of any other city; and

WHEREAS, the Property owners have requested annexation into the City of Lockhart in accordance with a Petition for Annexation which is attached hereto as Exhibit “A”; and

WHEREAS, the City is authorized by Chapter 43, Subchapter C-3, Annexation of Area on Request of Owners, Texas Local Government Code, to accept the petition for annexation and annex the property.

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

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

2. Before the City institutes annexation proceedings, it shall provide written notice to each public entity or private entity that provides services in the area to be annexed and to each railroad company which owns right-of-way in the area to be annexed prior to the date of the public hearing.

3. The City shall conduct a public hearing at which times persons interested in the annexation shall be given the opportunity to be heard. The public hearing shall be conducted in the Council Chamber of City Hall of the City of Lockhart, on the 17th of December, at 7:30 p.m.

4. Notice of the public hearing shall be published in the Lockhart Post-Register on or after November 27, 2024 and before December 7, 2024 and the notice will also be posted on the City's Internet website before December 7, 2024 and shall remain posted until the date of the public hearing.

5. The City Manager shall prepare and negotiate with the owners of the property requesting annexation a written Annexation Services Plan Agreement meeting the requirements of Section 43.0672 of the Texas Local Government Code. Such Agreement to be approved by the City and the Owners prior to the adoption of the Annexation Ordinance.

6. This Resolution shall become effective immediately upon passage.

Passed, read and approved the 19th day of November, 2024.

City of Lockhart, Texas

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

EXHIBIT "A"

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,


Steven Victor Sep 23, 2024 15:14 CDT

Steven L. Victor
Blackjack Block II, LLC

EXHIBIT "B"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

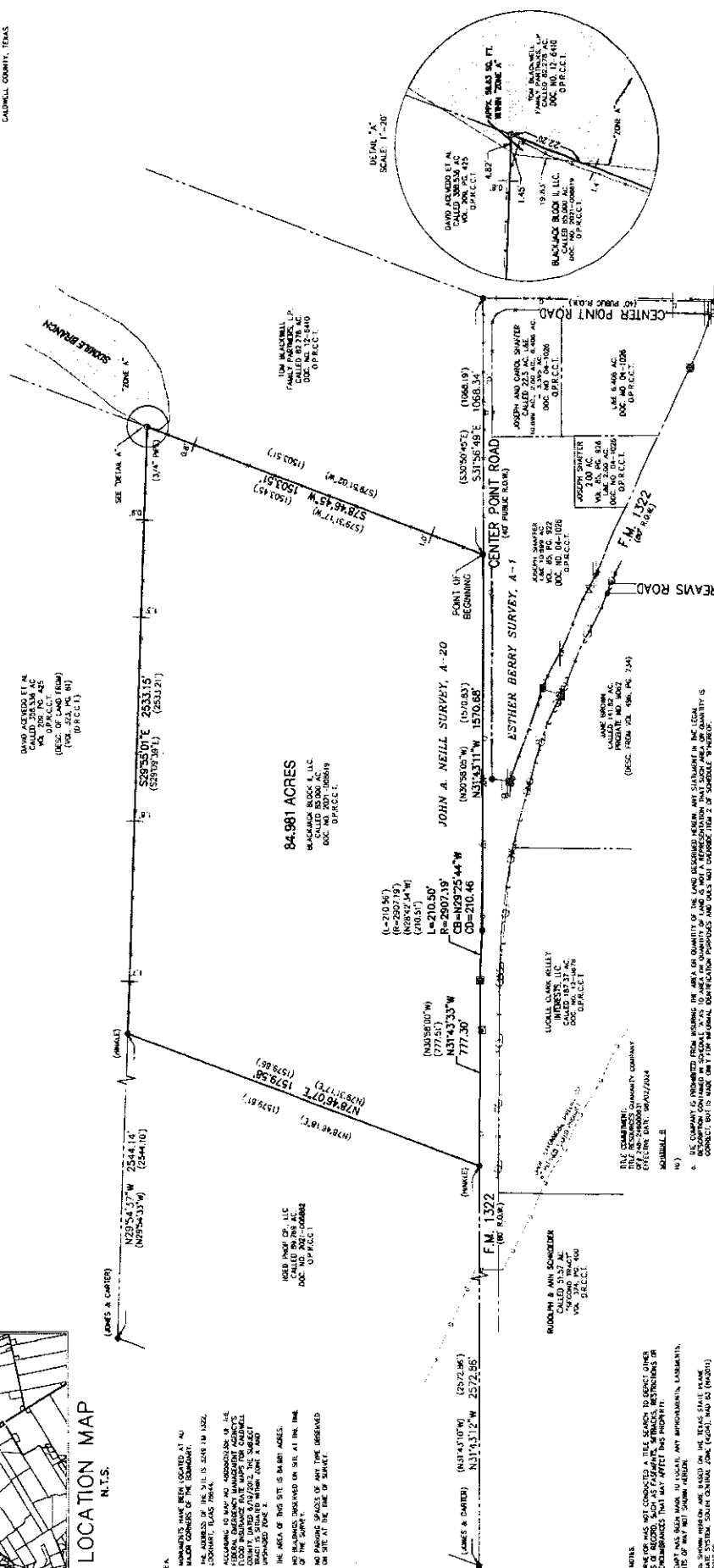
SCALE: 1"=500'

TABLE A

- | | | | |
|----|---|--|--|
| 1 | MONUMENTS HAVE BEEN LOCATED AT AN | | |
| 2 | ADDRESS CORNERS OF THE SQUARE. | | |
| 3 | | | |
| 4 | THE ADDRESS OF THE SITE IS 1401 N. 1422. | | |
| 5 | COLUMBIAN, TEXAS 75844. | | |
| 6 | | | |
| 7 | ACCORDING TO MY OWN OBSERVATIONS OF THE | | |
| 8 | FEDERAL INSURANCE MANAGEMENT AGENCY'S | | |
| 9 | FLOOD INSURANCE RATE MAPS FOR CUMMEL | | |
| 10 | TRACT, I AM NOT AWARE THAT THE SUBJECT | | |
| 11 | TRACT IS IN A FLOOD HAZARD AREA AND A FLOOD | | |
| 12 | UNPAVED ZONE 1. | | |
| 13 | | | |
| 14 | THE AREA OF THIS SITE IS 0.001 ACRES. | | |
| 15 | | | |
| 16 | NO BUILDINGS OBSERVED ON SITE AT THE TIME | | |
| 17 | OF THE SURVEY. | | |
| 18 | | | |
| 19 | NO PAVING SPACES OF ANY TYPE OBSERVED | | |
| 20 | ON SITE AT THE TIME OF SURVEY. | | |

[illegible]

280 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TELEFAX FROM F-10461
TELEFAX FROM 10153600

[illegible]

STUDENT'S CERTIFICATION

THE TITLE RESOURCES COMPANY AND THE TITLE AGENCY
WANTS TO CLARIFY THAT THE MAP OR PLAN AND THE SURVEY ON WHICH THE
BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARDS
REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
BY ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES ITEMS
AND 5 OF TABLE A THEREOF.

2022/10/12 NO. 0284002347 EVIN YONKOWITZ

REPLY-7-64100000

351.1173 - ALIA

**METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND**

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

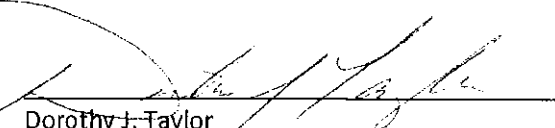
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

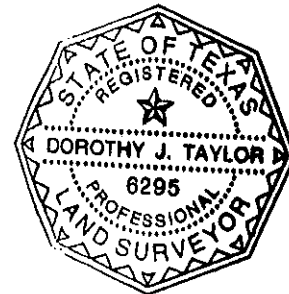
Written August 13, 2024.

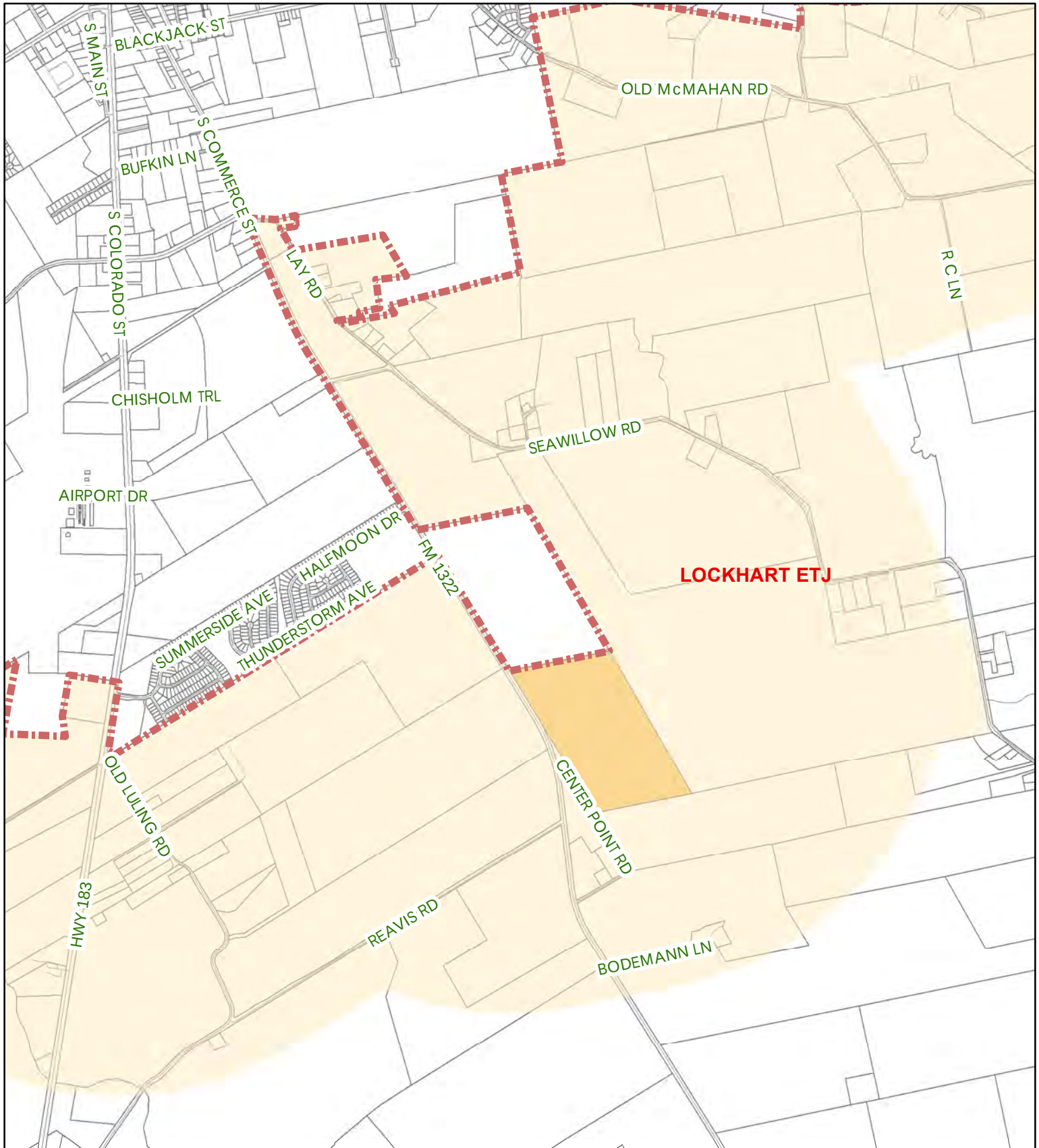
Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

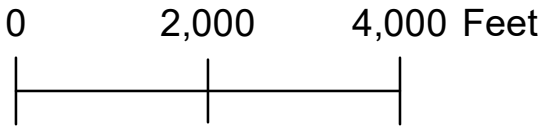
Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx





CITY OF
Lockhart
TEXAS



Map Legend

-  SENDERO ANNEXATION
-  PARCEL BOUNDARY
-  LOCKHART ETJ
-  LOCKHART CITY LIMITS

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: November 19, 2024

AGENDA ITEM CAPTION: Approve Resolution 2024-31 authorizing the City Manager to enter an Advance Funding Agreement (AFA) with TxDOT for wildlife fencing improvements at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: TxDOT has several programs aimed at assisting with funding airport maintenance projects, which the City has participated in the past. On January 4, 2022, a letter of intent was sent to TxDOT requesting use of Federal funds for the Lockhart Municipal Airport to make improvements to the runway, taxiway, fencing, LED lighting and development of an Airport Master Plan. The recommended improvements to the airport were prioritized based on discussions and meetings with TxDOT's airport planner representatives. TxDOT is currently working with the City to rebid the airport runway/taxiway paving project, to make the bids more competitive by grouping similar projects together. The runway/taxiway paving project was part of this Federal program, but TxDOT is ready to begin the process for the next safety improvements at the airport.

This project will be to design, engineer, and construct approximately 15,000 linear feet of 8' tall wildlife fencing and entry/access gates as additional security measures at the airport. The improvement will replace all the aging fence that encircles the airport, protecting the runway from wildlife.

Resolution 2024-31 authorizes the City Manager to enter into an agreement with TxDOT for the project and identifies the City's match responsibilities of 10% (\$135,000) of the entire project (\$1,350,000). The remaining amount will be financed with Federal funds.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$135,000

Account Number: 580-5780-911-00

Funds Available: \$220,000

Account Name: Airport Fund Balance

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Resolution 2024-31.

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-31 Airport Improvements Fencing, 2514LHART_Fencing Project Scope, Airport Boundary, Wildlife Fencing Image

RESOLUTION 2024-31

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR WILDLIFE FENCING IMPROVEMENTS AT THE LOCKHART MUNICIPAL AIRPORT

WHEREAS, the City of Lockhart, Texas intends to make certain improvements to the Lockhart Municipal Airport; and

WHEREAS, the general description of the project is described as: Design and Construction of Wildlife Fencing; and

WHEREAS, the City of Lockhart intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$1,350,000.00, and the City of Lockhart will be responsible for 10% of the total project costs currently estimated to be \$135,000.00; and

WHEREAS, the City of Lockhart names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the CITY OF LOCKHART, TEXAS hereby directs the City Manager to execute on behalf of the City of Lockhart, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Lockhart Municipal Airport.

Approved this the 19th day of November, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

Requested Capital Improvement Program

Fiscal Year(s): 2027, 2025

Lockhart Municipal

Project Description	National Priority	State score	Total	FED Entitlement	FED Discretionary	FED State Apportionment	FED Miscellaneous	State	Local
FY 2025 PROJECTS									
(Design) Wildlife Fencing Improvements (IIJA)	35.00	N/A	\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
TOTAL FY 2025 PROJECTS			\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
FY 2027 PROJECTS									
(Construct) Wildlife Fencing (IIJA) (NPE)	29.00	N/A	\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2027 PROJECTS			\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2025 PROJECTS			\$150,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$15,000.00
TOTAL FY 2027 PROJECTS			\$1,200,000.00	\$720,000.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$120,000.00
TOTAL FY 2027, 2025 PROJECTS			\$1,350,000.00	\$720,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$135,000.00

Lockhart Municipal Airport

Area to receive Wildlife Fencing





City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Approve Resolution 2024-33 amending TexPool Authorized Representatives, effective November 19, 2024.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: TexPool requires a Council resolution to change personnel authorized to transact business with TexPool Participant Services. This resolution will add the Staff Accountant as an authorized representative as of November 19, 2024. All other representatives remain unchanged from their prior authorization.

TexPool is one of the three investment pools utilized by the City. The maintenance and safekeeping of this account is vital as it is a high interest-earning account that is also used to make large monthly disbursements. Periodically updating authorized representatives ensures the City maintains proper internal controls and safekeeping of public funds.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests a motion and approval "to accept Resolution 2024-33 Amending TexPool Authorized Representatives".

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-33 - Amending TexPool Authorized Representatives



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

City of Lockhart

Participant Name*

7 7 2 2 3

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Keeli Michna Finance Director

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 kmichna@lockhart-tx.org

Phone Fax Email

Keeli Michna

Signature
2. Robert Eggimann Controller

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 reggimann@lockhart-tx.org

Phone Fax Email

Robert Eggimann

Signature
3. Brayden Boone Staff Accountant

Name Title

5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 bboone@lockhart-tx.org

Phone Fax Email

Brayden Boone

Signature

Resolution 2024-33

1. Resolution (continued)

4. Steven Lewis City Manager
Name Title
5 1 2 3 9 8 3 4 6 1 5 1 2 3 9 8 5 9 8 1 slewis@lockhart-tx.org
Phone Fax Email
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Keeli Michna
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

JOSEPH PIRESENDEZ ASSISTANT CITY MANAGER
Name Title
7 3 7 3 5 7 9 5 9 9 jresendez@lockhart-tx.org
Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 2 0 2 4.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Lew White
Name of Participant*

SIGNED

Signature*
Lew White
Printed Name*
Mayor
Title*

ATTEST

Signature*
Julie Bowermon
Printed Name*
City Secretary/HR Director
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dtsystems.com

Fax: 866-839-3291

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2024-32 canvassing the Special Election held November 5, 2024 to consider a proposition and associated changes to the City's Charter.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

The Resolution provides the final election results to canvass the November 5, 2024 City of Lockhart Special Election.

For reference, a copy of the final unofficial results provided by the County Elections Administrator are also included.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Final Unofficial Summary Results Report 2024, Resolution 2024-32 canvassing Special Election of Nov. 5, 2024

City of Lockhart, PROPOSITION A
Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
FOR	3,719	68.04%	128	2,867	724
AGAINST	1,747	31.96%	75	1,418	254

RESOLUTION 2024-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CANVASSING THE SPECIAL ELECTION HELD NOVEMBER 5, 2024, TO CONSIDER A PROPOSITION AND ASSOCIATED CHANGES TO THE CITY'S CHARTER.

WHEREAS, the City Council of the City of Lockhart, Texas, ordained that an election be held within the City of Lockhart on the 5th day of November 2024, for the purpose of considering the following proposition:

Shall the Charter of the City of Lockhart be amended to include Article XII, Section 12.01, Title: the "Lockhart Freedom Act"; Article XII, Section 12.02, Purpose: to reform marijuana enforcement by city personnel; Article XII, Section 12.03, Enforcement of misdemeanor marijuana offenses: limiting enforcement of said offenses; Article XII, Section 12.04, Safe Harbor: making enforcement of Class A and Class B misdemeanor marijuana possession its lowest enforcement priority; Article XII, Section 12.05, Exceptions to enforcement policy: setting forth exceptions to enforcement of the policy; Article XII, Section 12.06, Handling of evidence: related to seizure of evidence believed to be marijuana; Article XII, Section 12.07, No citations for paraphernalia or residue in lieu of possession charge: related to such citations; Article XII, Section 12.08, Ban on using City resources for THC concentration testing: prohibiting use of city funds for such testing; Article XII, Section 12.09, Ban on using odor of marijuana or hemp as probable cause for search or seizure: relating to said ban; Article XII, Section 12.10, Training and policy updates: requiring adequate training concerning each of the provisions of this policy; Article XII, Section 12.11, Officer discipline: permitting officer discipline for violations of said policy; Article XII, Section 12.12, Quarterly reports: requiring certain quarterly reports; and, Article XII, Section 12.13, Severability: permitting severability?

("Proposition A"): and

WHEREAS, the City Council of the City of Lockhart, Texas, desires to canvass returns and declare the results of an election held in the City of Lockhart on the 5th day of November 2024; and,

WHEREAS, it is hereby found and determined that said election was held in accordance with the authorizing proceedings, that notice of election was duly given in the form, manner, and the time required by law, and that said election was in all respects legally held and conducted in accordance with the laws of the State of Texas applicable thereto; and,

WHEREAS, the returns of the said election have been made to this governing body and said returns, duly and legally made, shows the following votes were cast as follows:

		ABSENTEE	EARLY VOTING	ELECTION DAY	TOTAL
PROPOSITION	For	128	2,867	724	3,719
	Against	75	1,418	254	1,747

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

Section 1. All of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its judgment.

Section 2. It is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

Section 3. A majority of the resident qualified electors voting at said election voted in favor of the Proposition.

Section 4. Because the Proposition passed, the referenced sections of the City Charter shall be amended to read as follows:

Article XII, Section 12.01, Title: “This article shall be known as the Lockhart Freedom Act.”

Article XII, Section 12.02, Purpose: “Pursuant to the home rule authority of the Texas Constitution, to promote the health, safety, and general welfare of the people of Lockhart, Texas, the voters of Lockhart hereby enact the Lockhart Freedom Act a policy to reform marijuana enforcement by city personnel, with the specific objectives of carefully allocating scarce city resources, reducing the risk of discriminatory enforcement practices, and focusing city resources on the highest priority public safety concerns.”

Article XII, Section 12.03, Enforcement of misdemeanor marijuana offenses: “Unless and until a binding act of a state or federal court requires otherwise, the Lockhart Police Department shall not make any arrest or issue any citation for Class A or Class B misdemeanor marijuana possession, except in the limited cases described by this policy.”

Article XII, Section 12.04, Safe Harbor: “In the event of a binding act of a state or federal court, which would prevent the City of Lockhart’s fulfillment of Section 12.03, the City’s policy shall be to make enforcement of Class A and Class B misdemeanor marijuana possession its lowest enforcement priority. In particular, the City shall update its annual budget, police

department manual, and relevant policies and procedures to ensure that public safety resources are not wasted on misdemeanor marijuana enforcement and are instead targeted at other programs that best promote the health, safety, and general welfare of the people of Lockhart.”

Article XII, Section 12.05, Exceptions to enforcement policy: “This policy shall not limit enforcement of misdemeanor marijuana possession offenses if an offense is (a) revealed as part of a felony narcotics investigation that has been designated as “high priority” by a commander, assistant chief of police, or chief of police; (b) and/or revealed as part of the investigation of a violent felony. Lockhart police officers shall not issue any charge for misdemeanor possession of marijuana unless it meets one or more of these exceptions.”

Article XII, Section 12.06, Handling of evidence: “In any instance governed by this policy, if a Lockhart police officer has probable cause to believe that a substance is marijuana, the officer may seize the substance. If the officer seizes the substance, they must write a report explaining the grounds for seizure and release any detained person if possession of marijuana is the sole charge.”

Article XII, Section 12.07, No citations for paraphernalia or residue in lieu of possession charge: “A Class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.”

Article XII, Section 12.08, Ban on using City resources for THC concentration testing: “No city funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state or federal law, except (a) for purposes of toxicology testing to ensure public safety or (b) the investigation of a violent felony offense.”

Article XII, Section 12.09, Ban on using odor of marijuana or hemp as probable cause for search or seizure: “Lockhart police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to Section 12.05.”

Article XII, Section 12.10, Training and policy updates: “The City Manager and Chief of Police shall ensure that (a) City policies and internal operating procedures are updated in accord with this policy and (b) Lockhart police officers receive adequate training concerning each of the provisions of this policy.”

Article XII, Section 12.11, Officer discipline: “Any violation of this policy may subject a Lockhart police officer to discipline as provided by the Texas Local Government Code or as provided by City policy.”

Article XII, Section 12.12, Quarterly reports: “The City Manager, in consultation with the Chief of Police and other relevant City personnel, shall prepare quarterly reports concerning the implementation of this policy, to be presented to the City Council at a public meeting subject to the Texas Open Meetings Act, and with the first report due no later than 120 days following the effective date of this policy. Each report shall include a summary of the City’s implementation of this policy and shall include specific information concerning enforcement of

misdemeanor marijuana possession offenses, including total arrests made, total citations issues, estimated personnel hours used in conducting enforcement activities, and demographic information for each person charged with an offense, including age, gender, race, and ethnicity.”

Article XII, Section 12.13, Severability: “In any event that any court finds any section of the Lockhart Freedom Act to be unlawful or unenforceable, that section shall be severed from this policy and the rest shall continue in force.”

PASSED, APPROVED and ADOPTED this the 19th day of November 2024.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action on Ordinance 2024-35 regarding establishing maximum number of dogs and cats in and on residential properties.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson, Animal Shelter Advisory Board

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The Animal Shelter Advisory Board has recommended an ordinance that aims to regulate the number of dogs and cats that residents may keep on their properties, establishing a combined limit of five animals per household to enhance public health, safety, and welfare. This ordinance applies to all residential properties within Lockhart, including single-family homes, apartments, and townhouses. An important exception to this rule allows current pet owners who already exceed the limit to keep their animals, provided they register them with the Lockhart Animal Shelter within 90 days of the ordinance's effective date. However, these owners will not be allowed to replace any pets that pass away until their total animal count is within the set limit.

Enforcement will be managed by the Lockhart Animal Control Department, and penalties for non-compliance range from fines starting at \$200, with escalating fines for repeated violations. Notably, the ordinance exempts licensed animal shelters, rescue organizations, fosters, and state-licensed commercial breeders. Residents seeking an exception to the animal limit may also apply for a variance, which will be evaluated on a case-by-case basis. This measure supports a balanced approach by controlling the pet populations in residential areas while accommodating existing pet owners and supporting animal welfare organizations. By setting a clear standard for responsible pet ownership, the ordinance aims to reduce issues related to overcrowding, improve living conditions for pets and residents, and strengthen animal control efforts, fostering a safer and more harmonious community environment.

Within the past few months, Animal Control Officers have dealt with two cases of animal hoarding at residences in Lockhart.

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: Approval of ordinance.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-35 Animal Limitation at Residence,
CITIES WITH ANIMAL LIMITATION ORDINANCES

ORDINANCE NO. 2024-35

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS LIMITING THE NUMBER OF DOGS AND CATS IN AND ON RESIDENTIAL PROPERTIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR PENALTIES; REPEALING ORDINANCE OR PART OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE, SEVERABILITY CLAUSE, FINDINGS OF FACT, AND PROVIDING FOR OPEN MEETINGS.

WHEREAS, the City of Lockhart, Texas (“City”) is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City (“City Council”) has determined that there is a need to limit the number of dogs and cats located in and on residential property in the City; and

WHEREAS, the City Council has found that harboring more than five dogs and/or cats at one residential property is a nuisance and presents health and safety issues to the citizens of the City; and

WHEREAS, the City Council has determined that, in order to promote the health, safety, and welfare of the citizens of the City, there must be a limit on the number of dogs and cats in and on residential property within the City.

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

SECTION 1. FINDINGS OF FACT

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. PURPOSE AND SCOPE

The City Council of the City finds that, in order to promote the public health, safety, and welfare of the citizens of the City, the number of dogs and cats kept on and in residential property within the City limits must be regulated. It is the intent of this Ordinance to promote, protect, and improve the public health, safety, welfare of the citizens by limiting the number of dogs and cats permitted on and in residential property.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

- (a) *Residential Property* means any real property, including but not limited to single-family homes, apartments, condominiums, and townhouses, that is zoned for residential use or where residential use has been authorized by the City.
- (b) *Dog* means a mammal which is a member of the species *Canis familiaris*.
- (c) *Cat* means a mammal which is a member of the species *Felis catus*.

SECTION 4. LIMITATION ON NUMBER OF DOGS AND CATS

- (a) No person shall keep, own, or harbor more than a total of five (5) dogs and/or cats, combined, on any residential property within the city limits of Lockhart, Texas.
- (b) Persons who, as of the effective date of this Ordinance, keep, own, or harbor more than five (5) dogs and/or cats, combined, must register all dogs and/or cats with the Lockhart Animal Shelter within ninety (90) days of the effective date of this Ordinance.
- (c) Upon registration required by Section 4(b), persons shall not replace any dog or cat that dies until the total number of dogs and cats on the residential property falls to five (5) or below.

(d) Failure to comply with the registration requirement in Section 4(b) shall subject the person to penalties as outlined in Section 6 of this Ordinance.

SECTION 5. ENFORCEMENT AND PENALTIES

(a) The Lockhart Animal Control Department shall be the authority responsible for enforcing this Ordinance.

(b) A violation of Section 4(b) of this ordinance shall be considered a civil infraction.

(c) Upon determination of a violation of this Ordinance, the person in violation shall be issued a citation and shall have thirty (30) days to register the dogs and cats located on their property with the Lockhart Animal Shelter.

d) Failure to comply with the registration requirement within the specified time period may result in fines not exceeding \$200 for the first offense, \$300 for the second offense, and \$500 for each subsequent offense.

e) In addition to monetary fines, the City may pursue other legal remedies as provided by law to ensure compliance with this Ordinance.

SECTION 6. EXCEPTIONS

a) This Ordinance shall not apply to any licensed animal shelters, rescue organizations, commercial breeders licensed by the state, or persons within the City fostering dogs and/or cats for any licensed animal shelter or rescue organization. Persons within in the City fostering dogs and/or cats for any licensed animal shelter or rescue group shall register as an animal foster with the Lockhart Animal Shelter within 30 days of accepting their first foster animal or, if an existing animal foster, within 30 days of the effective date of this ordinance..

b) Any person seeking an exemption from the limitations set forth in this ordinance may apply for a variance with the Lockhart Animal Control Department. Variances may be granted on a case-by-case basis, subject to review and approval by the Animal Control Department.

c) An exemption to the limitations provided for in Section 4(a) is granted for citizens who currently possess more than five (5) dogs and/or cats as of the effective date of this ordinance, provided that they comply with the registrations requirements in Section 4(b), (c), and (d).

SECTION 7. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage and publication in accordance with applicable law.

SECTION 9. OPEN MEETING COMPLIANCE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 19th day of November 2024.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

CITIES WITH ANIMAL LIMITATION ORDINANCES

Bastrop: Limit of 6 dogs and/or cats combined. Puppies and kittens over 3 months of age.

Buda: Limit of 5 dogs and/or cats combined over 3 months of age.

Giddings: Limit of 4 dogs and/or cats combined over 3 months of age.

Kyle: Limit of 5 dogs and/or cats combined without multi-animal permit.

New Braunfels: Limit of 4 dogs, cats or rabbits combined over 3 months of age.

San Marcos: Limit of 4 dogs and no more than 7 total animals (does not include fish or birds other than fowl).

Seguin: Limit of 4 dogs 4 cats over 4 months of age.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action on Ordinance 2024-36 regarding microchipping dogs and cats within the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson, Animal Shelter Advisory Board

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The Animal Shelter Advisory Board has recommended an ordinance requiring all pet owners within city limits to microchip their dogs and cats to promote responsible pet ownership, increase pet recovery rates, and enhance public safety. Key highlights of this ordinance include mandatory microchipping by a licensed professional or trained animal shelter staff, registration of each pet's unique ID in a national recovery database, and regular updates to contact information. Owners have 180 days from the ordinance's effective date to comply. Enforcement will be managed by Lockhart Animal Control, with fines for non-compliance starting at \$200 and escalating with repeated violations.

Exceptions to the ordinance include exemptions for pets under three months, cats in the Trap-Neuter-Release (TNR) program with ear notching, animals with documented medical conditions that are not conducive to microchipping (verified by a veterinarian), and reasonable accommodation for individuals with religious objections unless it presents a public health hazard. This ordinance benefits the community by facilitating the return of lost pets to their owners, reducing stray populations, and promoting a safer, more responsible pet environment in Lockhart.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of ordinance.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-36 Microchipping Ordinance,
CITIES WITH ANIMAL MICROCHIPPING ORDINANCES

ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS REQUIRING PET OWNERS TO MICROCHIP THEIR DOGS AND CATS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR PENALTIES; REPEALING ORDINANCE OR PART OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE, SEVERABILITY CLAUSE, FINDINGS OF FACT, AND PROVIDING FOR OPEN MEETINGS.

WHEREAS, the City of Lockhart, Texas (“City”) is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City (“City Council”) has determined that there is a need to have all dogs and cats within the City microchipped in order to promote the health, safety, and welfare of the citizens of the City and promote responsible pet ownership; and

WHEREAS, the City Council has found that having dogs and cats microchipped increases the chances that lost animals will be returned to their owners.

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

SECTION 1. FINDINGS OF FACT

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. PURPOSE AND SCOPE

The City Council of the City finds that, in order to promote the public health, safety, and welfare of the citizens of the City, and to promote responsible pet ownership, facilitate the identification and return of lost pets, pet owners must microchip their dogs and cats.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

- (a) *Residential Property* means any real property, including but not limited to single-family homes, apartments, condominiums, and townhouses, that is zoned for residential use or where residential use has been authorized by the City.
- (b) *Dog* means a mammal which is a member of the species *Canis familiaris*.
- (c) *Cat* means a mammal which is a member of the species *Felis catus*.
- (d) *Animal Owner* means any person who owns, harbors, has custody or control of a dog or cat within the city limits of Lockhart, Texas. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.
- (e) *Microchip* means a small electronic device implanted under the skin of an animal, containing a unique identification number that can be scanned to identify the animal and retrieve the owner's contact information.

SECTION 4. MICROCHIPPING REQUIREMENT

- (a) All animal owners within the City of Lockhart must have their dogs and cats microchipped.
- (b) The microchip must be implanted by a licensed veterinarian, authorized animal care professional, or trained Animal Shelter staff.
- (c) The microchip must comply with ISO standards for international compatibility.
- (d) Animal owners shall ensure that the microchip is registered with a nationally recognized pet recovery database, and that their contact information is kept up-to-date.

SECTION 5. COMPLIANCE AND ENFORCEMENT

- (a) Animal owners shall have one hundred eighty days from the effective date of this ordinance to comply with the microchipping requirement in Section 4 of this Ordinance.
- (b) The Lockhart Animal Control Department shall be the authority responsible for enforcing this ordinance.
- (c) Animal control officers may request proof of microchipping from any animal owner upon inspection or in the event that the animal is impounded.
- (d) Failure to comply with the microchipping requirement in Section 4 of this Ordinance may result in penalties as outlined in Section 5 of this ordinance.

SECTION 6. PENALTIES

- (a) Violation of this Ordinance shall be considered a civil infraction.
- (b) Upon determination of a violation of this Ordinance, the animal owner in violation shall be issued a citation.
- (c) Penalties for non-compliance shall not exceed \$200 for the first offense, \$300 for the second offense, and \$500 for each subsequent offense.
- (d) In addition to monetary fines, the City may pursue other legal remedies as provided by law to ensure compliance with this ordinance.

SECTION 7. EXCEPTIONS

- (a) Exemptions to the microchipping requirement may be granted by the Lockhart Animal Control Department for animals with a documented medical condition that contraindicates microchipping, subject to verification by a licensed veterinarian.
- (b) A cat that is part of the Trap, Neuter, Release (TNR) Program and has had their ear notched/tipped, is exempt from this ordinance.

SECTION 8. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 9. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage and publication in accordance with applicable law.

SECTION 10. OPEN MEETING COMPLIANCE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 19th day of November 2024.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

CITIES WITH ANIMAL MICROCHIPPING ORDINANCES

Buda: Dogs and cats before 4 months of age.

San Marcos: Dogs and cats 4 months of age and older.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider authorizing the Mayor to execute an Interlocal Agreement between The South Central Planning and Development Commission (SCPDC), through its agent, CAPCOG, and the City of Lockhart for the licensee use of the MyGovernmentOnline (MGO) Planning & Permitting Software.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Andrew Devaney

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart does not currently utilize Code Enforcement or Planning and Zoning Software. This Interlocal Agreement is for the Licensee use of South Central Planning and Development Commission's (SCPDC) MyGovernmentOnline (MGO) System. MyGovernmentOnline is a government software system that provides an online application and review platform for Building Inspections & Permitting, Code Enforcement, and Planning and Zoning staff and citizens to utilize. This software will be customized to the City of Lockhart's specific needs.

Converting to a comprehensive system that can support all areas of responsibility for the Development Services departments is vital to maintain efficiency with the current and expected growth of Lockhart. The City of Lockhart processed approximately 4,300 permits for calendar year 2023. The use of MGO will provide paperless operation and mitigate staff demands by reducing the manual processing of permits and planning applications. This will improve our quality of service to citizens and contractors by increasing efficiency and providing accessibility to an online and mobile application to review the status of applications.

This software will allow citizens to submit Code Enforcement complaints online, and provides support for Code Enforcement officers to correspond with citizens on case status. Building permits will be capable of being applied for, approved, and paid for online. This will decrease foot traffic and increase convenience for permit applicants. This software has been verified to integrate with the city's current accounting system for proper records of permit payments. Building permit holders will also be able to generate online inspection requests, retrieve inspection reports, see pass/fail information, as well as receive Certificates of Occupancy online. Rezoning, Replatting and Variance applications will be available in the Planning and Zoning module. The MGO software will also assist in tracking key development service metrics. Lockhart staff will be able to export key data, including permit volume, code cases initiated and completed, inspection volume and many others.

There are multiple regional municipalities that currently utilize this software. Regional municipalities include Bastrop, Bastrop County, Buda, Caldwell County, Dripping Springs, Elgin, Fredricksburg, Georgetown, Hays County, LCRA, Manor, and San Marcos.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The term of the proposed Interlocal Agreement is two years with an automatic renewal of twelve (12) months thereafter.

PROJECT SCHEDULE (if applicable): Upon approval, software implementation will begin. The Code Enforcement Module will be created first, followed by Building Permitting and Planning and Zoning. Software implementation is estimated to be complete and available for use within the second quarter of 2025.

FISCAL NOTE (if applicable): Licensee monthly billing itemized costs:

Permits \$1,833.33/mo.

Code Enforcement \$275.00/mo.

Planning \$500.00/mo.

Addressing/GIS Integration \$230.00/mo.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: City of Lockhart Development Services Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: City of Lockhart, TX - Software License Agreement

INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("**CAPCOG**") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for SCPDC.

1.2. City of Lockhart, Texas ("**Licensee**" or "**City**") of 308 W. San Antonio St. P.O. Box 239 Lockhart, TX 78644.

1.3. The South Central Planning and Development Commission ("**Licensors**" or "**SCPDC**") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

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 the 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 the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 **"DOCUMENTATION"** means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 **"EFFECTIVE DATE"** means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

SECTION 3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software.

If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

SECTION 4. LICENSE RESTRICTIONS

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: 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 licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 Licensee'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.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

SECTION 8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

SECTION 9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

SECTION 10. NON-ASSIGNMENT

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. NOTICES

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: City of Lockhart

Address: 5058 West Main St.
Houma, LA 70360

Address: 308 W. San Antonio St.
P.O. Box 239 Lockhart, TX 78644

SECTION 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any

mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner.

Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Venue and Governing Law: Venue of this contract shall be City of Lockhart, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Lockhart, TX

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION, INC.
THROUGH ITS AGENT, CAPCOG

By:

By:

Lew White, Mayor

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A
INTERLOCAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MGO System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into MGO System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 2001-4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$1833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in

the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

2. Planning & Zoning Module monthly license fee (custom quote)
Monthly Cost: \$500.00

C. OTHER FEES

1. ON-SITE VISITS: Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.
2. INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS:
Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.
3. HISTORIC DATA IMPORTS: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

SECTION 1. EQUIPMENT SITE

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

SECTION 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: support@mygovernmentonline.org
Ryan Hutchinson,
Chief Technology Officer

SECTION 2. TERM AND TERMINATION

2.1 SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the

Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

(d) Software programs made by Licensee or other parties.

SECTION 4. RESPONSIBILITIES OF LICENSEE

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

SECTION 5. MAINTENANCE FEE

5.1 For Licensee the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

SECTION 6. ASSIGNMENT OF DUTIES

6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

SECTION 7. PROJECT ABANDONMENT

7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

SECTION 8. LICENSEE DATA

8.1 Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

SECTION 9. ROLE OF AGENT

9.1 The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Lockhart, Texas

By: Lew White, Mayor

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider the designation of the City of Lockhart's available American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez, Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On April 5th, 2022, Council approved Resolution 2022-20 authorizing the approval of the City of Lockhart's spending plan for American Rescue Plan Act of 2021 Relief Funds associated with the implementation of the American Rescue Plan Act (ARPA) - Coronavirus Local and State Fiscal Recovery Funds (SLFRF) allocation.

The City received \$3,508,879 of ARPA funds. As of the most recent FYE 2023 financial audit, the City has \$1,467,231 of ARPA funds remaining to obligate towards future projects. Staff are currently working to further refine the remaining ARPA balance with expenditures incurred in FYE 2024.

In accordance with the Council-approved spending plan, major projects completed to date that utilized ARPA funds include the following:

- Engineering and construction of improvements at the water treatment plant, including the replacement of High Service Pumps and new installation of two generators (\$1,049,130).
- Revenue replacement in the water fund due to a utility disconnect moratorium to provide relief to utility customers (\$750,000).
- Public Works heavy machinery and equipment (\$104,376).
- Water meter replacement (\$67,119).

Under the SLFRF program, recipients must obligate all award funds by December 31, 2024, and expend all funds by December 31, 2026. Recommended projects to obligate remaining funds include the following (estimated costs):

- Library exterior and interior painting/floors (\$100,000)
- Animal Shelter rehabilitation/improvements (\$650,000 - construction costs only with expanded project scope)
- Fleet replacement (\$700,000 or up to remaining balance of ARPA funds)

Currently, these projects are proposed to use General Fund fund balance. Obligating ARPA funds for these projects will provide for alternate uses of General Fund fund balance for other projects. Consideration of recommended ARPA projects include those that have a complete or

City of Lockhart, Texas

Council Agenda Item Cover Sheet

near-complete design and are ready for formal procurement of construction bids or readily procured through a purchasing cooperative.

Staff requests direction from Council regarding the allocation of remaining ARPA funds. Staff will return to Council at a future meeting to formally obligate remaining funding.

History

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA), which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis. The SLFRF provides funding to meet local needs, including COVID-19 response, replacing public sector revenue loss, premium pay for essential workers, improving facilities to ensure health and safety, increase usage of outdoor spaces, as well as investing in public infrastructure and broadband. Of the \$350 billion economic stimulus bill, the City of Lockhart received a total of \$3,508,879 in direct one-time funding.

Expenditure categories under the US Treasury's Final Rule on April 1, 2022:

1. Public health
2. Negative economic impact
3. Services to disproportionately impacted communities
4. Premium pay
5. Infrastructure
6. Revenue replacement
7. Administrative

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

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LIST OF SUPPORTING DOCUMENTS: R-2022-20 - ARPA Spending Plan

RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE APPROVAL OF THE CITY OF LOCKHART'S SPENDING PLAN FOR AMERICAN RESCUE PLAN ACT OF 2021 RELIEF FUNDS ASSOCIATED WITH THE IMPLEMENTATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL AND STATE FISCAL RECOVERY FUNDS (SLFRF) ALLOCATION.

WHEREAS, the City of Lockhart, Texas desires to develop a transparent and viable program to ensure funding and program identification are clearly discussed and presented that will allow the city to recovery and respond to the COVID-19 Pandemic; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of City of Lockhart to approve the Spending Plan for American Rescue Plan Act of 2021 Relief Funds to utilize and implement ARPA-SLFRF funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lockhart, Texas, that:

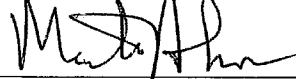
The City Council of the City of Lockhart, Texas hereby adopts the City of Lockhart Spending Plan for American Rescue Plan Act of 2021 Relief Funds (Exhibit A).

PASSED AND APPROVED on this 5th day of April 2022.

CITY OF LOCKHART, TEXAS

By: 
Lew White, Mayor

APPROVED AS TO FORM:


Monte Akers, City Attorney

ATTEST: 
Connie Constancio, City Secretary

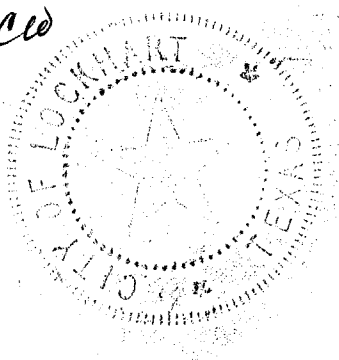




EXHIBIT "A"

SPENDING PLAN FOR AMERICAN RESCUE PLAN ACT OF 2021 RELIEF FUNDS

SUMMARY

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA), which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis. The SLFRF provides funding to meet local needs, including COVID-19 response, replacing public sector revenue loss, premium pay for essential workers, improving facilities to ensure health and safety, increase usage of outdoor spaces, as well as investing in public infrastructure and broadband. Of the \$350 billion economic stimulus bill, the City of Lockhart will receive a total of \$3,501,959.00 in direct one-time funding.

Expenditure categories under the US Treasury's Final Rule on April 1, 2022:

1. Public health
2. Negative economic impact
3. Services to disproportionately impacted communities
4. Premium pay
5. Infrastructure
6. Revenue replacement
7. Administrative

On September 7, 2021, the City Council approved the FY 2021-2022 City of Lockhart Budget which included the appropriations for capital expenditures in the Water Fund (\$1,193,000.00) with ARPA/SLFRF funds. This capital expenditure falls under **Final Rule 5**.

Between the close of the CARES fund and the opening of the ARPA fund, the City of Lockhart has continued to expend funds for personal protective equipment and medical supplies associated with COVID-19 (\$300,000). This expenditure falls under the **Final Rule 1**.

In 2021, the City Council provided financial relief to its utility customers by removing late fees, penalties, and placing a moratorium on disconnections for six months. At the end of the deferral period, utility customers were allowed to set up payment plans for any outstanding balances leading to a revenue loss for the electric and water funds. Due to the Final Rule, the City of Lockhart will be able to replace the lost revenue with ARPA funds up to a standard deduction of \$10 million. The use of these funds can be used for any governmental service provided by the City (\$2,008,959). This expenditure falls under **Final Rule 6**.

LOCKHART AMERICAN RESCUE PLAN SUMMARY**FY 2021-22 FY 2022-23 (4)****1 PUBLIC HEALTH**

1.5 Personal Protective Equipment	\$250,000 (1)
1.6 Medical Expenses	25,000 (1)
1.8 Other COVID-19 related expenses	25,000 (1)

2 NEGATIVE ECONOMIC IMPACTS**3 SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES****4 PREMIUM PAY****5 INFRASTRUCTURE**

5.11 Drinking water: transmission & distribution	443,000 (2)
5.13 Drinking water: source	400,000 (2)
5.14 Drinking water: storage	
5.15 Drinking water: other infrastructure	350,000 (2)

6 REVENUE REPLACEMENT

6.1 Provision of government services	1,000,000	\$1,008,959 (3)
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7 ADMINISTRATIVE**\$2,493,000 \$1,008,959****NOTES:**

- (1) Expenses in this category consists of supplies such as PPE's, antibacterials, & gloves.
- (2) 300 & 1000 amp generators for water treatment plant; install and replace 8" water mains at W. Live Oak, N. Blanco, and Bois D'Arc - approved budgeted items FYE 2022
- (3) Revenue loss in Water Fund - \$750,000; remaining funds (\$1,258,959) can be used for any government services such as street improvements, parks and recreation, capital purchases, building improvements, and other similar expenses.
Revenue loss expenses CANNOT include payments to debt service, pension plans, or "rainy day" funds.
- (4) FY 22-23 is just used as a reference in case the total amount of funding is not used in the current fiscal year (21-22). Expenses can be carried over through FYE 2026.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding rescheduling City Council meetings in 2025 due to conflicts with a city holiday or event.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Annually reviewing council meeting dates for conflicts is important to provide Development Services with an accurate Council meeting schedule when publishing public notice information about public hearings, such as zoning change applications.

Attached is a calendar that reflects the meeting conflicts in 2025 as listed below:

Tuesday:

- November 4, 2025 - Election Day

The 2025 TML Annual Conference will be held on October 29 - 31 in Fort Worth.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: 2025 Council meeting calendar

X = HOLIDAYS

○ = COUNCIL MEETINGS

□ = TML ANNUAL CONF

2025

⊗ = COUNCIL MEETING CONFLICT

- NOV 4th = ELECTION DAY

January

S	M	T	W	T	F	S
			X	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	X	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	X	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	X	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	X	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
		1	2	3	X	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	X	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

TML CONF OCT 29-31
IN FORT WORTH

NOV 4 = ELECTION DAY

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 19, 2024

AGENDA ITEM CAPTION: Discussion regarding a request from Councilmember Lairsen to review the City of Lockhart's Purchasing Policy regarding bids, proposals, and contracts.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Lairsen

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Government Finance Officers Association (GFOA) provides guidance on industry best practices to include adopting financial policies to institutionalize good financial management practices, clarify strategic intent for financial management, and manage risks to financial condition. Specifically, GFOA recommends formal adoption of a procurement policy. Council approved Resolution 2020-16 on June 16th, 2020, formally adopting an expanded Purchasing Policy for the City of Lockhart.

The City's current policy provides for the following Purchasing Goals:

- Ensure compliance with Federal, State, and local purchasing laws.
- Establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings.
- Procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed.

Further, the adopted policy also includes specific guidance on competitive bidding requirements, exemptions from competitive bidding, and procedures for bids, proposals, and contracts.

The City of Lockhart competitively bids for the procurement of the following goods and services, among others:

- Bulk fuel for City vehicles and equipment.
- Property abatement for code compliance.
- Annual street resurfacing projects.
- Major sidewalk replacements.

Recent formal competitive procurements also include:

- San Jacinto Elevated Storage Tank (EST) Repainting.
- CDBG Water Meter Replacement.
- Construction-Manager-at-Risk (CMAR) for Fire Station No. 1 Remodel.
- Public Improvement District (PID) Administration Consultant Services.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Bank Depository Services.
- Downtown Revitalization Project.
- Engineering Design Services for GLO Waterline Replacement Project.
- Grant Administration Services for GLO Waterline Replacement Project.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2020-16 - Purchasing Policy, .

RESOLUTION NO. 2020-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS APPROVING A PURCHASING POLICY FOR THE
CITY AND DECLARING AN EFFECTIVE DATE**

WHEREAS, it is the desire of the City Council of the City of Lockhart to provide the best products and service possible to all City departments, procure the highest quality products at the lowest possible price, and to ensure an atmosphere of equality to all vendors without undue influence or pressure; and

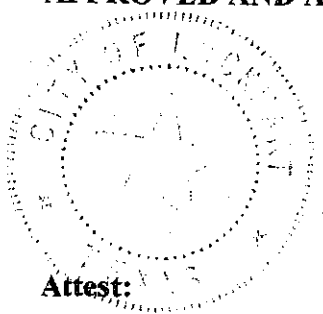
WHEREAS, the City should establish, maintain, and adhere to a purchasing policy that will ensure compliance with Federal, State, and local purchasing laws, establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings, and which will procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed;

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 "City of Lockhart Purchasing Policy," which is attached hereto as Exhibit "A," is hereby approved as the official purchasing and procurement policy for the City.
3. This Resolution shall be effective from the date of its adoption.

APPROVED AND ADOPTED ON THIS THE 16TH DAY OF JUNE, 2020.

CITY OF LOCKHART



Attest:


Connie Constancio, City Secretary


Lew White, Mayor

Approved as to form:

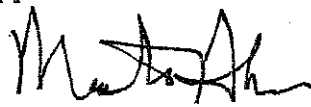

Monte Akers, City Attorney

EXHIBIT "A"

City of Lockhart Purchasing Policy

I. Introduction

This is the Purchasing Policy for the City of Lockhart, Texas ("City"). Texas law is the primary authority for purchasing procedures, and therefore, portions of this manual use language taken directly from state statutes. At other times, the manual paraphrases and generalizes state law in an effort to assist in the understanding and application of purchasing requirements. This manual does not address every purchasing situation. Should a City employee have any questions or when an unusual situation occurs, please consult the City's Finance department. This program shall supersede and replace the policy adopted/reissued on October 23, 2012.

A. Purchasing Goals

1. Ensure compliance with Federal, State, and local purchasing laws
2. Establish policies and procedures that maintain the integrity of the purchasing process, encourage competition, and achieve cost savings
3. Procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means at the best possible price with the availability when and where they are needed

B. General Purchasing Goals

1. **Purchasing Authorization:** The City Manager, pursuant to the City Council's approval of this manual, has delegated purchasing authority and responsibilities with respect to the purchasing of goods and services to certain City positions including members of the Finance Department, as well as Department Directors and their designees. City Council authorizes the City Manager to sign contracts that are below thresholds for which explicit City Council approval is required.
2. **Public Funds Agreements:** In addition, the City Council authorizes the City Manager to enter into agreements to grant public funds to various organizations as appropriated by the budget. Such grants include proceeds from Hotel Occupancy Tax and funding related to community support.

See table on the following page for general purchasing guidelines.

The following table provides general guidelines for purchases and the required quote/bids.

CITY OF LOCKHART APPROVAL REQUIREMENTS			
Total Amount of Request	Type of Bid/Quotes Required	Responsible for Bids/Quotes	Approvals Required
More than \$50,000	Competitive bids/proposals awarded by act of City Council.	Department or Project Manager with the assistance from Finance as necessary	City Council & City Manager
\$10,000 to \$49,999.99	Three written quotes based on like products; attach quotes to purchase order. Department Director to verify budgeted resources are available.	Department or Project Manager with the assistance from Finance as necessary	City Manager & Department Director
\$2,500 to \$9,999.99	Three written quotes based on like products; attach quotes to purchase order. Department Director to verify budgeted resources are available.	Department with assistance from Finance as necessary	Finance Director
Up to \$2,499.99	Efforts made to obtain the best value for the City. Department Director to verify budgeted resources are available.	Department with assistance from Finance as necessary	Department Director

All bids/quotes should include the total cost of acquiring the goods, including all vendor charges including shipping, delivery, assembly, installation, etc.

All requisitions related to a Capital Improvement Project require Finance approval.

The City Manager may approve contracts or purchases up to \$50,000 without prior Council Approval. For purchasing compliance consideration, in general the amount is determined by the total amount of each invoice or total contract.

II. Purchasing Considerations

A. Tax Exempt Status

The City is exempt from federal, state, and local taxes in most cases. An exemption certificate is available from the Finance Department to provide to City's vendors or contractors.

B. Historically Underutilized Business (HUB)

Section 252.01215 of the Texas Local Government Code (TLGC) requires Texas cities to contact at least two (2) historically underutilized businesses (HUB) on a rotating basis when making any expenditure of more than \$3,000 but less than \$50,000. A HUB vendor list may be obtained at:

www.window.state.tx/procurement

If the list fails to identify a disadvantaged business in Caldwell County, the City is not required to follow this requirement.

III. Competitive Bidding

A. Legal Requirements

According to City of Lockhart Charter, Article 9, Section 9.27; and pursuant to Local Government Code, Chapter 252, Subchapter B, before the City may enter into a contract the requires an expenditure greater than \$50,000, it must:

1. Comply with the procedure established by state law for competitive sealed bidding or competitive sealed proposals;
2. Use the reverse auction procedure as defined by Section 2155.062(d) of the Government Code for purchasing; or
3. Comply with a method described by Chapter 2269 (Contracting and Delivery Procedures for Construction Projects) of the Government Code.

IV. Alternative Delivery Methods

The City may use the best-value competitive bidding process, competitive sealed proposal method, construction manager-agent method, construction manager-at-risk method, design-build method, and the job order contract method for public procurement in place of the standard competitive bidding method that is also allowed under Chapter 2269 of the Government Code or Chapters 252 and 271 of the TLGC. The City may use any of the alternative delivery methods for any project involving an improvement to real property.

V. Exemptions

Section 252.022(a) and Chapter 271 of the TLGC provide the following exemptions from competitive bidding:

- A. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City.

- B. A procurement necessary to preserve or protect the public health or safety of the City's residents.
- C. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- D. A procurement for personal, professional, or planning services.
- E. A procurement for work that is performed and paid for by the day as the work progresses.
- F. A purchase of land or a right-of-way.
- G. A procurement of items that are available from only one source, including:
 - 1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
 - 2. Films, manuscripts, or books.
 - 3. Gas, water, and other utility services.
 - 4. Captive replacement parts or components for equipment.
 - 5. Books, papers, and other library materials for public library that are available from the persons holding exclusive distribution rights to the materials.
 - 6. Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- H. A purchase of rare books, paper, and other library materials for a public library.
- I. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from improvements.
- J. Personal property sold:
 - 1. at an auction by a state licensed auctioneer;
 - 2. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - 3. by a political subdivision of this state, an agency of this state, or an entity of the federal government; or
 - 4. under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.
- K. Services performed by blind or severely disabled persons.
- L. Goods purchased by a municipality for subsequent retail sale by the municipality.
- M. Electricity.
- N. Advertising, other than legal notices.

- O. Purchases made through an existing state contract (Chapter 271, Subchapter D), cooperative purchasing program (Chapter 274, Subchapter F), or inter-local cooperation (Inter-local Cooperation Act).
- P. Purchases for the Lockhart Electric Utility from a provider of electric power in the State that are exempt under Sec. 252.022(c) and City of Lockhart Resolution No. 2020-17.

VI. Bids, Proposals, and Contracts

Only City Council has the authority to approve and award bids, proposals, and contracts that exceed \$50,000. State law (§252.021, TLGC) provides that purchases estimated at greater than \$50,000 require advertising which requests sealed bids or proposals. The Department Director or Project Manager is responsible for advertisement and distribution of the requests for bids or proposals. City Council is responsible for selecting and approving the bid or proposal, in accordance with state law. Criminal penalties may apply to those who fail to comply with competitive bidding requirements.

A. Competitive Sealed Bid and Competitive Proposal Processes

1. The Department Director will prepare bid specifications, bidder mailing lists, advertising dates and schedule the bid opening date, time, and location. Where appropriate, the City will utilize website notices for national advertising.
2. The City must publish a notice indicating the time and place at which the bids or proposals will be publicly opened and read aloud. The notice must be published at least once a week for two consecutive weeks. The first publication must appear before the 14th day before the date that the bids or proposals are publicly opened and read aloud. The notice must be placed in the City's official newspaper.
3. The City Secretary or his/her designee will receive bids and maintain them in a secure file until the date of the bid opening. At the time of the bid opening, the City Secretary will present all bids to the Department Director for opening, review, and analysis. The City will reject as non-responsive any bid or proposal which is received after the due date and time. The time stamp in the City Secretary's Office will be the official time.
4. The Department Director will conduct the bid opening and read the bids aloud at the designated time and place. Bid openings are open to the public.
5. Pursuant to state law, the City must award bids on the basis of the lowest responsible bidder or the bid that provides the best value. As for "best value", the City, pursuant to law, may consider:
 - A. price
 - B. reputation of the bidder, including any safety record or financial capability
 - C. reputation of the bidder's good or services, including personnel
 - D. extent to which the goods or services meet the needs of the City
 - E. bidder's past relationship with the City

- F. impact to the City's ability to comply with HUB requirements
 - G. total longer-term cost to the City of acquiring goods or services
 - H. any other relevant criteria that the City listed in specifications (§252.043, TLGC)
6. After reviewing the bids, the Department or Project Manager will prepare an agenda bill with staff recommendation for Council approval and award.
 7. The City has the option to reject any or all bids, even if the only one bid is received. (§252.043(f), 271.027(a), TLGC)
 8. For competitive sealed proposals, the city selects the offeror that offers the best value based on the published selection criteria and on its ranking evaluation. The city first attempts to negotiate a contract with the selected offeror. The city and its engineer, architect or designated staff may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the city is unable to negotiate a contract with the selected offeror, the city must, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. (§ 271.116(f)).

B. General Contract Requirements

1. Bids with Residents vs. Non-Residents

- A. If two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the City and the other bidder or bidders being non-residents, the City must select the resident bidder or reject all bids. (§271.901, TLGC)
- B. For contracts less than \$100,000, if the City receives one or more competitive bids or quotations from a bidder whose principal place of business is in the City and whose bid is within five percent of the lowest bid price received by the City from a bidder who is not a resident of the City, the City may enter into a contract with the lowest bidder or the bidder whose principal place of business is in the City if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City and increased tax revenues to the City. (§271.9051, TLGC)

2. Bonding for Public Works Projects

State law requires contractors to submit bonds to the City for bids, payment, and performance of contracts on certain public works projects. State law establishes standards for when the bonds are required and the amount of the bond. A corporate surety duly authorized and admitted to do business in the State of Texas must issue the bonds. Although the term "public work" is not defined by statute, it is generally understood to mean the construction, repair, or renovation of a structure, road,

highway, utilities, or other improvement or addition to real property. Bonds are required in the following amounts:

- A. Bid Bond: A bid bond, in the amount of 10 percent of the proposed contract price, is required where a contract is in excess of \$100,000.
- B. Performance Bond: A performance bond, in the total amount of the contract, is required if the contract is in excess of \$100,000.
- C. Payment Bond: A payment bond is required if the contract is in excess of \$50,000, in the total amount of the contract. The bond is intended solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in the contract.
- D. Maintenance Bond: In addition to the above statutorily required bonds, the City will require a Maintenance Bond for all public works projects for a minimum time period of one (1) year. (Chapter 2253, TX. Gov't Code)

3. Bonds for Non-Public Works Projects

Based upon good business practices, whenever the City enters into a contract for purchases of a product system, or service in which the system or service will be of little value to the City until it is complete, the City may require performance and payment bonds.

4. Change Orders

Section 252.048 of the TLGC allows change orders as long as the contract price is not increased by more than 25 percent and the change order is not being used to purchase new products or to create an entirely new project. Pursuant to this section, the City Manager has authority to approve such change orders that are less than \$50,000. Change orders over \$50,000 are subject to City Council approval.

5. Insurance Requirements

Where the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the contract should include indemnity and hold harmless provisions that appropriately transfer the project risks from the City to the contractor. Because the contractor may or may not have the financial resources to account for the risks, the City requires the contractor to purchase and maintain valid insurance to help ensure the financial security required by the City. The insurance types and amounts are as follows:

- A. Workers Compensation: Workers Compensation covering all employees per the state statutory requirement is required on all contracts.
- B. Liability Insurance: The following insurance is required on all contracts over \$50,000:
 - 1. Employer's Liability of \$100,000;
 - 2. Comprehensive General Liability and Bodily Injury & Property Damage \$1,000,000 (per occurrence and aggregate); and

3. Business Automobile Liability covering owned vehicles, rented and non-owned vehicles, and employee non ownership Bodily Injury Property Damage \$1,000,000 (per occurrence and aggregate).
- C. Reasonable Coverage: Although insurance coverage is not required for every project, and limits will vary by exposure, understanding insurance is important to assure that all of the City's potential liabilities and exposures from a project are properly and reasonably protected. Where questions arise about the types of insurance or amounts, the Department should contact the City's insurance provider, Texas Municipal League Intergovernmental Risk Pool.

6. Boycotting Israel

House Bill 793 provides that contracts for goods and services must have written verification from the company that it:

- A. Does not boycott Israel / will not boycott Israel during the term of the contract by providing that:
 1. The company does not include a sole proprietorship; and,
 2. The law applies only to a contract that:
 - a. Is between a governmental entity and a company with more than 10 full-time employees, and;
 - b. Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity

C. Additional Exemption Information

1. Professional Services

- A. Section 252.022 of the TLGC specifically exempts contracts for professional services from the competitive bidding requirements. The Professional Services Procurement Act states that a City may not use traditional competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, or state certified real estate appraisers. If the professional services desired by the City do not fall under the Professional Services Procurement Act, state law permits the services to be obtained with or without the use of competitive bidding, as the City desires.
- B. Fees must be fair and reasonable, consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by state law.
- C. The Professional Services Procurement Act specifies that when obtaining architectural, engineering, or land surveying services, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with that provider at a fair and reasonable price. Determination of qualifications may be determined by issuance of a Request for Qualifications ("RFQ") unless the City

has other reliable, documentary proof of such qualifications of a provider. If an RFQ is not utilized, the City should preserve the documentary proof of qualifications with the files for the project.

- D. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City must formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into.
- E. The Professional Services Procurement Act does not specify the exact process by which a City may procure accounting, medical, optometrist, interior design, or real estate appraisal services. The law merely prohibits obtaining these services through competitive bidding and requires that such services be selected on the basis of demonstrated competence and qualifications.

2. Emergency Purchases

- A. Emergency purchases occur when a situation arises that is unforeseen and must be remedied immediately. Pursuant to state law, emergency purchases are exempt from the bidding process. An emergency is described as follows:
 - 1. Acts of God (e.g., flood damage, tornado)
 - 2. Machinery that is critical to the operation of the City and rendered out of service
 - 3. To preserve or protect the health and safety of the municipalities of residents
 - 4. Procurement necessary because of unforeseen damage to public machinery, equipment, or other property (§252.022(a) (1-3) TLGC)
- B. Where an emergency exists and a purchase estimated over \$5,000.00 is required, the following procedure will be used:
 - 1. The Department should notify Finance of the purchase and attach an approved payment authorization form signed by the Department Director and the Finance Director.
 - 2. If the emergency purchase causes a department to exceed their annual budget, the Department Director will work with the Finance Department, City Manager and, if necessary, City Council, to secure funding needed for the purchase.

3. Sole Source Purchase

According to Section 252.022 TLGC, competitive bidding requirements do not apply to items that are available from only one source due to patents, copyrights, secret processes, or natural monopolies. Items such as captive replacement parts or components may be considered as sole source items.

- A. Sole source purchases greater than \$5,000; The Department must contact the vendor or manufacturer for verification and justification as to why the procurement is sole source. Documentation must be written on the purchase order.
- B. Sole source purchases greater than \$50,000. Sole source purchases greater than \$50,000 must be reviewed by the City Manager and approved by City Council. Documentation must be written on the purchase order.
- C. Expiration. Sole source documentation is valid for two years.

4. Insurance

Cities must seek competitive bids or proposals when purchasing insurance that will cost more than \$50,000. Chapter 252 of the TLGC does not specifically address the need to use a competitive bidding or proposals if a City's liability coverage is gained through participation in a group risk pool. Under state law, the coverage provided by risk pools is not considered to be insurance or subject to the traditional requirements applicable to insurance policies. Therefore, most risk pools take the position that statutory procurement requirements do not apply. (§252.021, TLGC)

VII. Other Purchasing Arrangements

A. Warranties and Service Agreements

A Department should include any requirement for warranties or service agreements in the purchase specifications documents. It is the responsibility of each Department to maintain and actively monitor their department's agreements, schedule service calls under the agreements, and renew agreements, as necessary.

B. Simple Leases (auto, office equipment, etc.)

Competitive bidding or proposal requirements apply to any lease of personal property that will require an expenditure of more than \$50,000 in City funds, unless the expenditure is covered by a specific statutory exception that would relieve the City from the duty to bid or seek proposals on the item. For example, if the lease were for an item that was necessary to preserve or protect the public health or safety of the City's residents, the City would not be under a duty to use competitive bidding or proposals for its acquisition.

C. Lease Purchase Agreements

Normal statutory procurement requirements generally apply to these lease purchase agreements. That is, a lease purchase agreement for personal property shall be competitively procured unless the type of item purchased is covered by a specific exception to the statutory procurement requirements. Competitive bidding requirements do not apply to the lease of real property.

VIII. Purchasing Methods

A. Purchase Requisition

Most purchases are made by purchase orders, charge accounts, or by a City purchasing card. All invoices should be coded by the department and have the Department Director's initials. Accounts Payable must have a W-9 on file for all vendors in order to make payment. Accounts Payable processes payments for approved invoices and purchase orders weekly.

B. Purchasing Card

1. Overview: The City issues and authorizes the use of Purchasing Cards (P-card) to efficiently purchase goods or services needed for City business that require immediate payment. The P-card is designed to delegate the authority and capability to purchase limited items directly to an authorized employee. A P-card will enable authorized employees to purchase non-restricted goods directly from vendors in instances where a purchase order is not accepted or a charge account is not set up.
2. Responsibilities:
 - (a) A P-card will only be issued to City employees approved by the Finance Director and City Manager.
 - (b) An employee authorized to use a P-card must sign a Purchasing Card Cardholder Agreement prior to being issued a P-card. The employee is responsible for not only protecting the card but is also responsible and accountable for all purchases made using the P-card. The employee will assume responsibility that all purchases made with the P-card adhere to this policy and will ensure that no unauthorized purchases are made. The City will consider unauthorized purchases to be misappropriation of City funds that violates City policy and potentially state law. The employee authorized to use the P-card and the Department Director are responsible for the integrity and accuracy of P-card purchases and as such, are responsible for receipts for all P-card purchases and transactions. All purchases processed against a P-card must be made by, or under the immediate direction of, the employee to whom the card is issued. P-card receipts must specify all purchased items. Receipts that show only a total amount without any itemized details are unacceptable. The employee must inform the merchant of the City's tax-exempt status. The City may hold the employee personally responsible for items purchased without the supporting documentation.
 - (c) The Finance Department will return incomplete receipts to the P-card holder and the Department Director who will then be responsible for obtaining a detailed receipt or attaching a signed statement.
 - (d) P-card holders who do not retain acceptable receipts for P-Card purchases may have their authority for using the P-card revoked. The Finance Department will notify a Department Director concerning any misuse of a P-card.
 - (e) Finance places spending limits and other restrictions on each P-card issued to an authorized employee depending on the purchasing authority of the cardholder. The Department must maintain receipts for each purchase throughout the month.

(f) Disputed Charges: An authorized employee who is issued a P-card holder is responsible for attempting to resolve any dispute with a vendor. If a resolution is not possible, the employee must immediately notify the Finance Department of the disputed item. Finance will then follow the bank's dispute process.

(g) Termination or Transfer of an Employee: When an employee who has been issued a P-card terminates from City employment or transfers from a Department, the Department Director should notify the Finance Department of the change immediately.

(h) Loss of P-Card: A P-card holder must report a lost P-card immediately but in any event within one business day of discovered loss. The City may hold an employee liable for any losses not covered by the protection plan. The City may also hold an employee responsible for the cost of a replacement card.

C. Petty Cash

A Department may submit a request for petty cash to the Finance Department. The request and disbursement must not exceed \$50. If cash payment is necessary due to unforeseeable circumstances, the Finance Director may approve expenditure over the \$50 limit.

1. Maintaining Petty Cash: Petty cash vouchers, receipts, and cash on hand should equal the total amount authorized for the petty cash fund. The Finance Department will issue a petty cash voucher to a Department at the time money is advanced for an employee to make purchases on the City's behalf. The sales receipt must be attached to the petty cash voucher after the purchase. The petty cash voucher should include the amount and description of the expenditure, the expense account number, and be signed and dated by the Department head. Vouchers may not be used as a substitute for a sales receipt. If a Department maintains a departmental petty cash, the Department shall turn in petty cash vouchers with receipts attached to the Finance Department to exchange for cash in reimbursing the departmental petty cash.
2. Restrictions: Petty cash should not be used for items that should be processed through accounts payable such as training, (with few exceptions), travel, or vendor payments.

IX. Disposal of Surplus Property

All departments shall review their assets and supplies each year and determine whether any items are no longer needed. A department shall submit a list of any surplus, obsolete, or unused supplies, materials, or equipment to the City Manager or his/her designee. Recommended disposal of vehicles or other rolling stock will be subject to the Public Works Director input and recommendation. The sale or disposal of any City property is subject to the guidelines set forth in the City of Lockhart's Surplus Property Disposal Policy approved by Council by Resolution 2019-17. When an asset has been sold, it will be removed from the fixed asset register, after a fixed asset worksheet has been submitted to Finance.

X. Ethics Requirement

The City demands the highest ethical standards of conduct from its employees and from vendors or contractors dealing with the City. City employees engaged in purchasing must comply with the following ethical standards:

- A. **Gratuities:** Certain kinds of conduct such as offering gifts, gratuities, or discounts to City employees to influence their decisions in the purchasing process are expressly prohibited. The City may reject a bid or cancel a contract without liability if it is determined by the City that gratuities were offered or given by a vendor or contractor, or an agent or representative of the vendor or contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract.
- B. **Confidential Information:** It is a violation of City policy for any employee to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- C. **Purchase of materials, equipment, and supplies for personal use:** Employees may only purchase City property for personal use if purchased through the City's normal disposal of surplus property procedures including public or online auction.
- D. **Purchases for personal, private use:** Employees may not use the purchasing power of the City to make purchases for personal, private use.
- E. **Travel, meals, and other expenses paid by vendor or contractor:** Travel costs to a vendor's or contractor's site shall be paid by the vendor or contractor only if the bid or proposal solicitation states that such visits will be at the vendor's or contractor's expense. The City will pay all other travel costs.

XI. State Requirements

City officials and employees must comply with various state laws with respect to purchasing. The following provides a summary and the general requirements of the laws:

- A. **Chapter 171, Texas Local Gov't Code:** Chapter 171 of the Texas Local Government Code regulates a local public official's conflicts of interest. The law defines "local public official" as an elected official, such as a Councilmember, or an appointed official (paid or unpaid) who exercises responsibilities that are more than advisory in nature.
 - 1. The law prohibits a local public official from voting or participating in any matter involving a business entity or real property in which the official has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

2. A local public official who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with City Secretary, stating the nature and extent of the interest.
 3. A local public official is required to abstain from participating in the matter.
 4. A local public official who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and file affidavits of similar interests on the same official matter.
- B. Chapter 176, Texas Local Gov't Code: Chapter 176 of the Texas Local Government Code is a related ethics law.
1. Chapter 176 of the Texas Local Government Code is applicable to the City. The law also applies to a local government corporation, board, commission, district, or authority whose members are appointed by City Council and local government officers. Local government officers include (1) a mayor or City Council member, (2) a director, superintendent, administrator, president or any other person who is designated as the executive officer of the local government entity; and (3) an agent (including an employee) of the local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.
 2. An officer is required to file a conflicts disclosure statement if:
 - a. The officer or officer's family member has an employment or other business relationship with a vendor that results in the officer or officer's family member receiving taxable income of more than \$2,500 in the preceding twelve months.
 - b. The officer or officer's family member accepts one or more gifts from a vendor with an aggregate value of more than \$100 in the preceding 12 months.
 - c. An officer has a family relationship with a vendor.
 3. Anyone meeting this condition or circumstance should consult with the Finance Department and/or the Legal Department with respect to this law.
- C. Chapter 252, Texas Local Government Code: Chapter 252 of Texas Local Government Code contains laws related to competitive bidding.
1. If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, Texas Local Government Code, that person may be convicted of a Class B or C misdemeanor, removed from office or employment and made ineligible to hold office in the state or to be employed by the City for four years after the conviction. This includes a situation in which a person makes or authorizes separate, sequential, or component purchases in an attempt to avoid competitive bidding requirements.



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:

